



International Leadership of Texas, Inc.

August 3, 2022 Regular Board Meeting

Date and Time

Wednesday August 3, 2022 at 6:15 PM CDT

Board of Directors of International Leadership of Texas

Meeting Notice & Mission Statement

In compliance with the Texas Open Meetings Act, the Texas Government Code, Chapter 551, timely public advance written notice (at least 72 hours before the scheduled time of the meeting) is given of the subjects to be considered by the Board of Directors of International Leadership of Texas (the "Board") and the Board will convene a Regular Open Meeting of the Board of Directors of International Leadership of Texas on the date and time set forth herein.

The Meeting will take place at 2021 Lakeside Blvd., Richardson, TX 75082.

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

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

It is the intent of the Board to have a quorum physically present at the above address. Board members not physically present may participate by live two-way video and audio feed in accordance with the Texas Open Meetings Act. If a quorum of the Board cannot be physically present at the above address, it is the intent to have the presiding officer physically present at the above address.

The Board hereby certifies that this notice was posted on a bulletin board or on something akin thereto or at a place readily accessible and convenient to the public at 2021 Lakeside Blvd., Richardson, TX 75082, as well as online at www.ILTexas.org. And that the meeting will be accessible at the address listed immediately above. The items on this Agenda may be taken in any order. The mission of ILTexas is to prepare students

for exceptional leadership roles in the international community by emphasizing servant leadership, mastering the English, Spanish, and Chinese languages, and strengthening the mind, body and character.

/s/ Finn Simmensen, For ILTexas' Board

Agenda

	Purpose	Presenter	Time
I. Opening Items			6:15 PM
Opening Items			
A. Record Attendance and Guests			
B. Call the Meeting to Order			
II. Approve Minutes of Prior Meetings			
A. APPROVE MINUTES OF JUNE 15, 2022 REGULAR BOARD MEETING	Approve Minutes		
III. Public Speakers			
Board Services			
IV. Superintendent-CEO Report and Information Items			
A. SUPERINTENDENT REPORT	FYI	Eddie Conger	
B. DISCUSS BOARD ORGANIZATION, WORKSHOP AND OPERATION	Discuss	Eddie Conger	
Discuss Board organization, Board Workshop, and Board Operation			
V. BOARD COMMITTEE REPORTS			
A. REPORT FROM FINANCE AND AUDIT COMMITTEE	Discuss	Tracy Cox	
B. REPORT FROM NOMINATION COMMITTEE	Discuss	Dr. Lynne Beach	
VI. Executive Session			
A. AUTHORIZATION	FYI		
Closed Session for Any and All Reasons Permissible by Texas Law, including, but not limited to, Texas Government Code Sections 551.071, 551.072, 551.073, 551.074, 551.075, 551.076, 551.082, 551.083, 551.084, pertaining to any item listed on this agenda, as permitted by applicable law.			
B. CONSULT WITH ATTORNEY PURSUANT TO GOVERNMENT CODE 551.071	Discuss		
Consultation with counsel regarding pending litigation.			

Purpose Presenter Time

VII. CONSENT AGENDA

A. CONSENT AGENDA ITEMS -- SINGLE VOTE Vote
UNLESS OTHERWISE SPECIFIED

1. Authorize administration to close on two additional parcels of donated land for MSG Ramirez K-8 and Liberty HS in Cleveland, Texas to accommodate needed groundwater control - Santa Fe 8, Lots 6046 and 6086 adjoining Reserve H1 (second lot subject to change to 6087, 6088, or 6082).
2. Authorize administration to pursue and close on an additional parcel of land for Heritage K-8 in Grand Prairie, Texas not to exceed \$100,000 to accommodate an additional egress point to Davis Dr. to align traffic to future corridor improvements planned by TxDoT, NTTA, City of Grand Prairie, and the City of Mansfield.
3. Authorize administration to contract with Pref-Tech for Windmill Lakes-Orem HS MCJROTC access control for \$38,340.40 and not to exceed \$45,000 with change orders.
4. Authorize administration to contract with Pref-Tech for Garland K-8 camera and access control upgrade to Genetec, including vape sensor installation, for \$108,639.29 and not to exceed \$115,000 with change orders.
5. Authorize administration to contract with Pref-Tech for Charter-wide upgrade of cameras, access control, and environmental sensors via installation of servers in the data center to provide a centralized, enterprise, secure solution for \$285,017.63 and not to exceed \$300,000 with change orders.
6. Approve/Ratify contracts between June 13-July 25, 2022.
7. Approve Selection and Adoption of Instructional and Library Materials Policy (Policy 2.27)
8. Approve Military (Reservist) Leave Policy Addition (to Employee Handbook).
9. Approve Employee Handbook for 2022-2023 School Year.
10. Approve Parent-Student Handbook for 2022-2023 School Year.
11. Approve Design/Developer Global Settlement on all pending charter school construction defects lawsuits.
12. Approve Construction-only settlement in ILTexas E. Fort Worth K-8, styled: Cause No. 096-308709-19; *International American Education Federation, Inc. d/b/a International Leadership of Texas and d/b/a Texas Charter School v. TCSF16-D E Fort Worth K8, LLC, et al*; Tarrant County, Texas.
13. Approve Construction-only settlement in ILTexas Saginaw K-8, styled: Cause No. 141-308716-19; *International American Education Federation, Inc. d/b/a International Leadership of Texas and d/b/a Texas Charter School v. RJ Saginaw K8, LLC, et al*; Tarrant County, Texas.
14. Approve Construction-only settlement in ILTexas Lancaster K-8, styled: Cause No. 342-308713-19; *International American Education Federation, Inc. d/b/a International Leadership of Texas and d/b/a Texas Charter School v. RJ Lancaster K8 I, LLC. et al*; Tarrant County, Texas.
15. Accept 2022-2023 ILTexas Data Quality Manual (PEIMS)

VIII. Board Items for Discussion/Action

A. CONSIDER/ACT ON JUNE 2022 FINANCIAL Vote James
REPORT Dworkin

Discuss/Take Action to approve the June, 2022 International Leadership of Texas, Inc. Financial Report.

B. CONSIDER/ACT ON APPROVAL OF SODEXO IN Vote
RESPONSE TO FOOD SERVICES RFP

Discuss/Take action to approve the selection of Sodexo in response to food services RFP to include BG Ramirez Elementary School

	Purpose	Presenter	Time
C. CONSIDER/ACT ON APPOINTMENT OF COL. AL DAVIS TO THE BOARD OF DIRECTORS	Vote		
Discuss/Take Action to appoint Colonel Al Davis as a new Member of the Board of Directors.			

IX. Closing Items

A. Adjourn Meeting	Vote		
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Coversheet

APPROVE MINUTES OF JUNE 15, 2022 REGULAR BOARD MEETING

Section: II. Approve Minutes of Prior Meetings
Item: A. APPROVE MINUTES OF JUNE 15, 2022 REGULAR
BOARD MEETING
Purpose: Approve Minutes
Submitted by:
Related Material:
Minutes for June 15, 2022 Regular Board Meeting on June 15, 2022



International Leadership of Texas, Inc.

Minutes

June 15, 2022 Regular Board Meeting

Date and Time

Wednesday June 15, 2022 at 6:15 PM

Board of Directors of International Leadership of Texas

Meeting Notice & Mission Statement

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/s/ Finn Simmensen, For ILTexas' Board

Directors Present

Brian Beaudreault, Dr. Lynne Beach, Gabriela Smith, Major General James Williams, PETER GUDMUNDSSON, Soner Tarim (remote), Tracy Cox

Directors Absent

None

Guests Present

Aaron Thorson, Adam Brown, Angela Marcellus (remote), Charles Klein, Craig Timberlake (remote), Dr. Laura Carrasco, Dr. Thomas Seaberry, Finn Simmensen, James Dworkin, James T. (Tim) Brightman, Kayla Nations-Perkins, Marcus Young, Regina Jones (remote)

I. Opening Items

A. Record Attendance and Guests

B. Call the Meeting to Order

Major General James Williams called a meeting of the board of directors of International Leadership of Texas, Inc. to order on Wednesday Jun 15, 2022 at 6:16 PM.

II. Approve Minutes of Prior Meetings

A. APPROVE MINUTES OF MAY 18, 2022 REGULAR BOARD MEETING

Tracy Cox made a motion to approve the minutes from May 18, 2022 Regular Board Meeting on 05-18-22.

PETER GUDMUNDSSON seconded the motion.

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

III. Superintendent-CEO Report and Information Items

A. SCHOOL LEADERSHIP REPORT

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

B. DEPUTY SUPERINTENDENT OF ACADEMIC SERVICES

Deputy Superintendent of Academics and Student Affairs Dr. Laura Carrasco reported to the Board.

C.

CHIEF FINANCIAL OFFICER REPORT

CFO James Dworkin reported to the Board.

IV. BOARD COMMITTEE REPORTS

A. REPORT FROM FINANCE AND AUDIT COMMITTEE

Board Secretary Tracy Cox reported.

B. REPORT FROM NOMINATION COMMITTEE

Board Vice President Dr. Lynne Beach reported.

V. Executive Session

A. AUTHORIZATION

B. CONSULT WITH ATTORNEY PURSUANT TO GOVERNMENT CODE 551.071

The Board entered Executive Session at 6:42 p.m. and returned to Open Session at 7:47 p.m., having conducted no votes and having made no decisions while in Executive Session.

VI. CONSENT AGENDA

A. CONSENT AGENDA ITEMS -- SINGLE VOTE UNLESS OTHERWISE SPECIFIED

PETER GUDMUNDSSON made a motion to approve the Consent Agenda with the exception of item 5 thereof, concerning library materials.
Dr. Lynne Beach seconded the motion.
The board **VOTED** unanimously to approve the motion.

VII. Board Items for Discussion/Action

A. CONSIDER/ACT ON MAY 2022 FINANCIAL REPORT

Brian Beaudreault made a motion to approve the Financial Report.
PETER GUDMUNDSSON seconded the motion.
The board **VOTED** unanimously to approve the motion.

B. CONSIDER/ACT ON RECOMMENDATION FOR NEW BOARD MEMBER

This Item was tabled for future discussion.

VIII. Closing Items

A. RECOGNIZE SERVICE OF MAJGEN JAMES WILLIAMS AS PRESIDENT

All present recognized MajGen Williams for his service to ILTexas.

B. Adjourn Meeting

Dr. Lynne Beach made a motion to adjourn.
Brian Beaudreault seconded the motion.

The board **VOTED** unanimously to approve the motion.
There being no further business to be transacted, and upon motion duly made,
seconded and approved, the meeting was adjourned at 7:53 PM.

Respectfully Submitted,
Finn Simmensen

Documents used during the meeting

None

Coversheet

SUPERINTENDENT REPORT

Section: IV. Superintendent-CEO Report and Information Items
Item: A. SUPERINTENDENT REPORT
Purpose: FYI
Submitted by:
Related Material: CDO Report August 3, 2022.pdf

INTERNATIONAL LEADERSHIP OF TEXAS

Chief Development Officer Report

August 3, 2022

ILTexas Development Department Commitment

At the beginning of SY 2022-2023, the ILTexas Development Department committed to generating revenue to be earmarked for three specific areas of the organization:

1. Student Road Scholar Trips
2. Senior Student Scholarships
3. Innovative Teacher Grants

2022-2023 IL Texas Development Report by Campus as of June 14, 2022

Revenue Source	Amount
Golf Tournament	\$80,583.94
Mike Hernandez (D&M Leasing)	\$50,000
Every Gift Counts (Employee Cont.)	\$25,192.49
North Texas Giving Day	\$19,362.38
Turner Engineers	\$11,500
Key Construction	\$10,000
Pivot North	\$10,000
Other	\$5,415.69
Total	Powered by BoardOnTrack \$212,054.50 13 of 544

Comprehensive Development Plan



Comprehensive Development Plan

Objective: To create a roadmap to achieve ILTexas 2021-2025 Strategic & Tactical Development Priorities. Integrate with key departmental staff to optimize the development function. Raise private support to \$1,000,000 annually by June 30, 2025.

❖ Annual Fund - Individual Appeals

Rationale: The annual appeal will target individual gifts of less than \$5000. It will include appeals to constituents and stakeholder and include special events. We will generate unrestricted individual support to supplement the general operating budget and solicit for the general purpose of student travel, teacher grants, and student scholarships.

Strategy: Accelerate individual contributions through timely, recurring gift solicitations, and specialized appeals to unique donor segments. New strategies to enhance on-line giving will be deployed.

Tactics: Launch *Every Gift Counts* employee payroll deduction campaign at beginning of school year. Participate in *North Texas Giving Day* and *Big Give Houston* (market to student parents). Establish a "donate button" on the website for credit card gifts and promote online giving through social media and specialized e-solicitations. Work with communications dept. to provide for online giving opportunities marketed through ILTexas social media channels.

Revenue Target:	2021-22	2022-23	2023-24	2024-25
Gross	\$50,000	\$75,000	\$100,000	\$150,000

❖ Annual Fund - Special Events

Rationale: Special event fundraising is an entry point for individuals and companies to support ILTexas. It provides an opportunity to cultivate individuals, vendors and new corporate sponsors. We will generate unrestricted individual support to supplement the general operating budget and solicit for the general purpose of student travel, teacher grants, and student scholarships.

Strategy: Targeted to individuals, vendors and companies. Events will be used as a platform to steward and cultivate existing and new donors and to recognize principles and teachers. Events for new markets will be identified with input and support from key stakeholders in those markets

Tactics: In 2022 annual golf tourney in D/FW.
In 2023 annual event TBD in Houston.
In 2025 annual event TBD in College Station.

Revenue Target:	2021-22	2022-23	2023-24	2024-25
Gross	\$120,000	\$200,000	\$250,000	\$325,000

Annual Fund = Individual gift appeals of less than \$5000 + Special Events)

Target Income:	2021-22	2022-23	2023-24	2024-25
Gross	\$170,000	\$275,000	\$325,000	\$475,000

ILTexas Senior Student Scholarships

- 12 Person Scholarship Committee
- Created criteria for various grants
 - Key (Construction Majors)
 - Pivot (Architecture Majors)
 - Tiede-Medina (1st Generation)
 - Cromwell (Education Majors)
 - SLS/PBS Leadership Scholarships
- Based on merit and aspirations
- Opened up applications to all graduates of Class of 2022
- Committee reviewed and discussed applications
- Committee selected winners with input from donors
- 21 winners representing all 7 High Schools with graduating seniors

KW	Landers	Davionne	Tiede Medina Scholarship Winner	\$3,000
KSHS	Lobe	Doreen-Ida	KSHS Cromwell Scholarship	\$500
LDHS	Bonilla	Hugo	Cromwell Scholarship	\$250
AGPHS	Vazquez	Victor	Pivot North Scholarship	\$1,000
KSHS	Shelton	Jah'Miere	Pivot North Scholarship	\$1,000
KSHS	Gutierrez	Fernando	Pivot North Scholarship	\$1,000
KW	Jarquín	Luis	Key Scholarship	\$1,500
KW	Sosa	Scarlet	Key Scholarship	\$750
KW	Dania	Anointed	Key Scholarship	\$750
KW	Owusu	Stacy	PBS Scholarship	\$1,000
KSHS	Thomas	Ruth	PBS Scholarship	\$1,000
LDHS	Simmons	Alaceia	PBS Scholarship	\$1,000
WLO	Becerra	Alejandra	PBS Scholarship	\$1,000
AGPHS	Chaparro	Kenneth	PBS Scholarship	\$1,000
GHS	Herrera	Litzy	PBS Scholarship	\$1,000
KW	Bobadilla	Dana	SLS Scholarship	\$3,000
LDHS	Nativi	Jonathan	SLS Scholarship	\$3,000
AGPHS	Garcia	Gerardo	SLS Scholarship	\$3,000
KSHS	Ortega	Brenda	SLS Scholarship	\$3,000
WLO	Tamez	Emily	SLS Scholarship	\$3,000
GHS	Ahmed	Areebah	SLS Scholarship	\$3,000

ILTexas Innovative Teacher Grants

- 12 Person Scholarship Committee
- Goal: to support excellence in education by awarding teachers grants for unique and innovative projects that would not otherwise be provided for through campus budgets
- Created criteria for various grants
 - Innovative
 - Directly impact students
 - Awarded upon return for the 2022-2023 school year



21-22 ILTexas Innovative Teaching Grant Application

The goal of ILTexas Innovative Teaching Grants is to encourage and support excellence in education by awarding grants up to \$1500 to International Leadership of Texas classroom teachers for unique and innovative projects that would not otherwise be provided for through campus budgets. Recipients will be selected by the ILTexas Innovative Teaching Grant Selection Committee. Grants will be awarded in December 2021 and April 2022. All grant recipients will be honored at the ILTexas End of Year Recognition Celebration.

First and Last Name *

Short answer text

Email *

Short answer text

Grade Level(s) Taught *

Short answer text

Subject(s) Taught *

Short answer text

ILTexas Innovative Teacher Grants

- Awarded 8 grants
- All Areas represented
- Grants totaling: \$14,490

Grant Winner	Amount	Title of Grant
Melanie Freeman Garland K8	\$1000	Seeds of Jo
Pamela Crittendon GPK8	\$1000	Home Economics for Life
Adrian Berry WLOHS	\$2000	Inspire Me
Ricky Waller CSK8	\$1000	Luxurious Learning In a Limited Space
Margaret Manchaca Keller K8	\$1700	Keep Calm and Kindergarten On!
Kimberly Mudd Aggieland HS	\$3480	Bringing the T and E of STEM Into Class
Eva Sanchez Alarcon GPK8	\$3480	El Hogar de las Palabras
Powered by BoardOnTrack Fundraising ACPLHS	\$600	International Community Experiences

End of Year Recognition Ceremonies

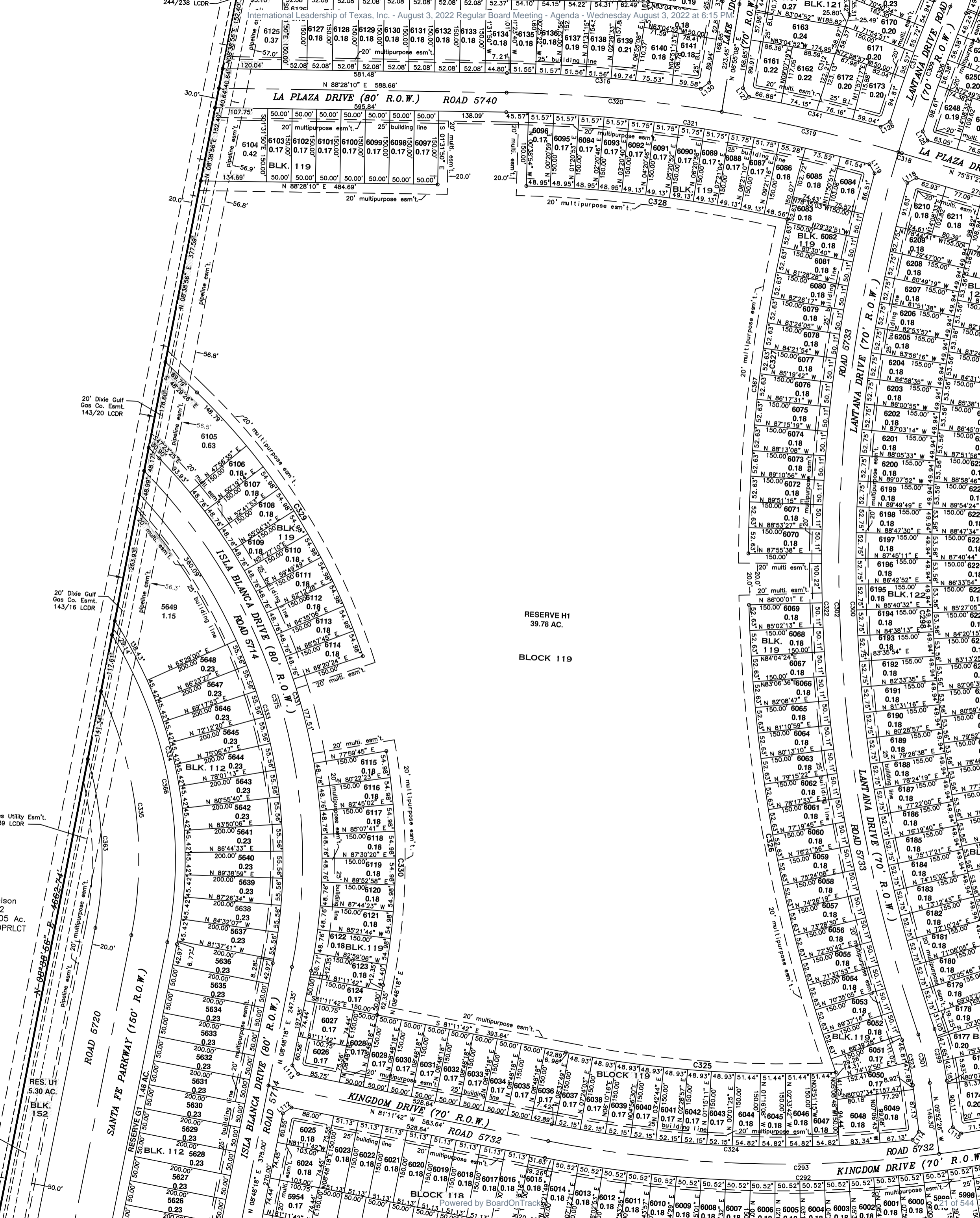


Coversheet

CONSENT AGENDA ITEMS -- SINGLE VOTE UNLESS OTHERWISE SPECIFIED

Section: VII. CONSENT AGENDA
Item: A. CONSENT AGENDA ITEMS -- SINGLE VOTE UNLESS OTHERWISE SPECIFIED
Purpose: Vote
Submitted by:
Related Material: 01 Auth two add'l parcels for BGR groundwater.pdf
02 Auth add'l parcel for Heritage traffic.pdf
03 Auth Pref-Tech WLOHS MCJROTC control.pdf
04 Auth Pre-Tech Genetec.pdf
05 Auth Pref-Tech charter wide upgrade.pdf
06 Approve_Ratified Contracts.pdf
07 Approve Select & Adopt of Instruct & Library Policy.pdf
08 Approve Military (Reservist) Leave Policy.pdf
09 Employee Handbook.pdf
10 Parent Student Handbook.pdf
15 Accept 2022-2023 DQM.pdf

<p>01</p>	<p>Authorize administration to close on two additional parcels of donated land for MSG Ramirez K-8 and Liberty HS in Cleveland, Texas to accommodate needed groundwater control - Santa Fe 8, Lots 6046 and 6086 adjoining Reserve H1 (second lot subject to change to 6087, 6088, or 6082).</p>
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LA PLAZA DRIVE (80' R.O.W.) ROAD 5740

LANTANA DRIVE (70' R.O.W.) ROAD 5733

RESERVE H1
39.78 AC.
BLOCK 119

SANTA FE PARKWAY (150' R.O.W.) ROAD 5720

KINGDOM DRIVE (70' R.O.W.) ROAD 5732

KINGDOM DRIVE (70' R.O.W.) ROAD 5732

20' Dixie Gulf Gas Co. Esmt. 143/20 LCDR

20' Dixie Gulf Gas Co. Esmt. 143/16 LCDR

20' multi esmt.

20' multi esmt.

RES. U1 5.30 AC. BLK. 152

RES. U1 5.30 AC. BLK. 152

RESERVE G1 1.48 AC.

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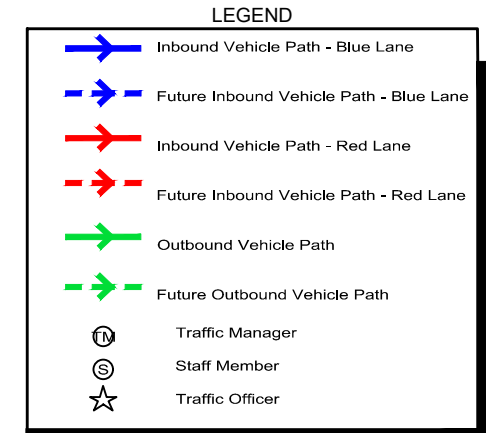
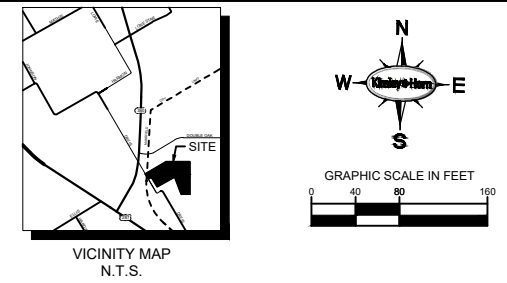
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Authorize administration to pursue and close on an additional parcel of land for Heritage K-8 in Grand Prairie, Texas not to exceed \$100,000 to accommodate an additional egress point to Davis Dr. to align traffic to future corridor improvements planned by TxDOT, NTTA, City of Grand Prairie, and the City of Mansfield.



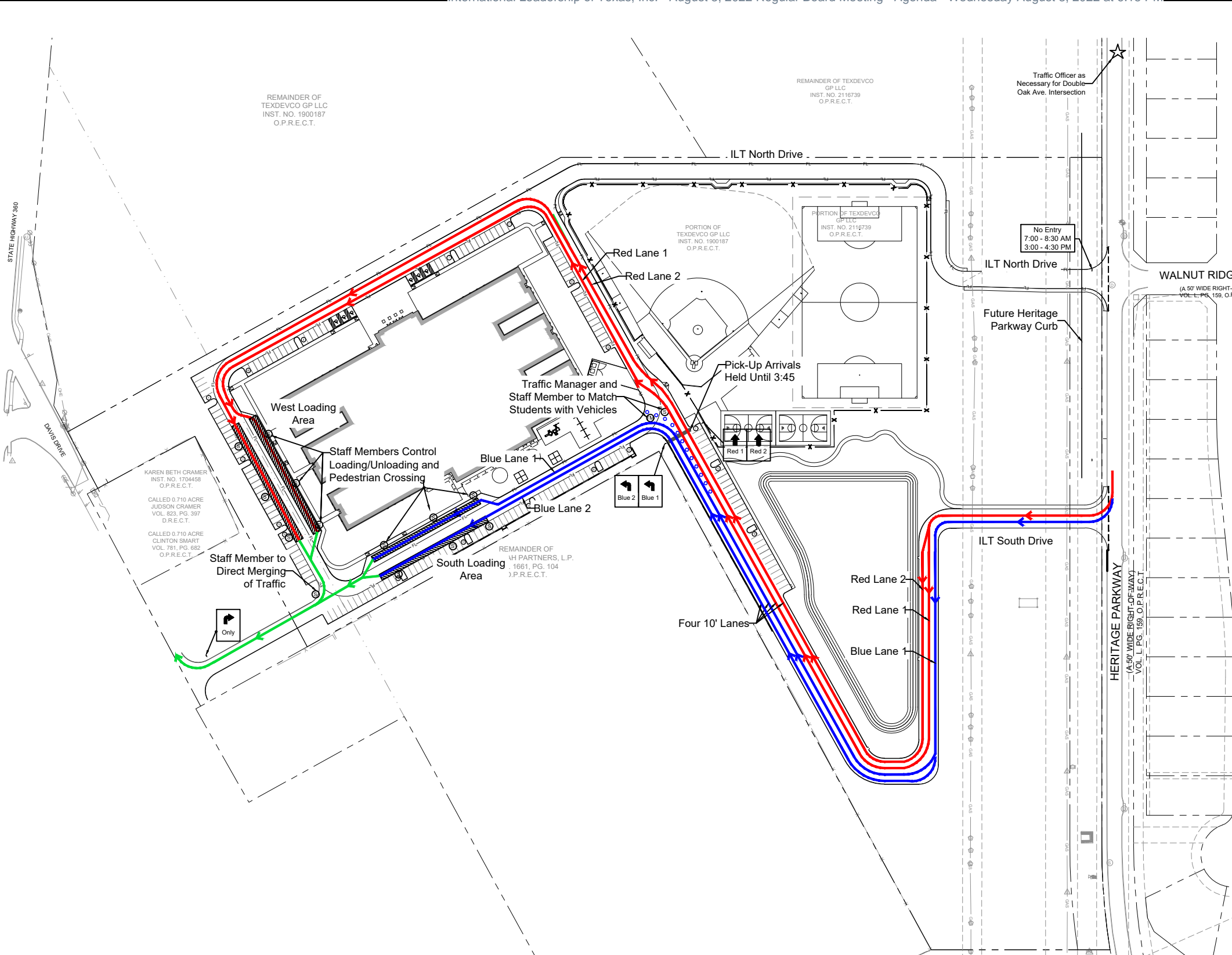
Buildout Enrollment: 1,416 Students K-8
 160 Students Per Grade K-2
 156 Students Per Grade 3-8

School Starts: 8:00 AM
 School Dismissal: 4:00 PM

Drop-off/Pick-up assignments and times should be actively managed in response to conditions.

In order to ensure that all queuing of vehicles is completely accommodated on school property, ILT administrative officials should implement the Traffic Management Plan, monitor the operation on a continuing basis, and if any vehicle queuing should begin to occur on public right-of-way, take the necessary action to mitigate it.

Only uniformed police officers should be allowed to direct and control traffic operating within the public right-of-way.



Drop-Off Queuing Summary - Site Buildout 2024 - 1,416 Students

Group	Grades Arriving	Start Time	Students Arriving	Bus / Bike / Walk	Student Drivers	Parent Drop-Off	Maximum Queue Accumulation	Available Stacking	Surplus (Deficiency)
K-8		8:00 AM	1,416	0	0	1,416	142 Vehicles 3,195'	377 Vehicles 8,500'	235 Vehicles 5,305'

Based on ILT observations of 1 vehicle in maximum queue per 10 students arriving, 22.5' per vehicle

Pick-Up Queuing Summary - Site Buildout 2024 - 1,416 Students

Group	Grades Dismissed	Dismissal Time	Students Dismissed	Bus / Bike / Walk	Student Drivers	Parent Pick-Up	Maximum Queue Accumulation	Available Stacking	Surplus (Deficiency)
K-8		4:00 PM	1,416	0	0	1,416	283 Vehicles 6,368'	377 Vehicles 8,500'	94 Vehicles 2,133'

Based on ILT observations of 1 vehicle in maximum queue per 5 students dismissed, 22.5' per vehicle

Pick-Up Queuing Summary - Buildout - 1,416 Students

Group	Dismissal	Dismissal Time	Students Dismissed	Bus / Bike / Walk	Student Drivers	Parent Pick-Up	Maximum Queue Accumulation	Available Stacking	Surplus (Deficiency)
K-8		4:00 PM	1,416	0	0	1,416	283 Vehicles 6,368'	377 Vehicles 8,500'	94 Vehicles 2,133'

Plotted By: Johnson, Sect Date: July 15, 2022 01:24:35pm File Path: K:\DAL\PTD\Project\068908212 - ILT Davis K-8 Grand Prairie-Mansfield TMP\CADD\PlanSheets\ILT-GP_Heritage_TMP_1 Davis Ext 2024.dwg
 This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Kimley-Horn
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 WWW.KIMLEY-HORN.COM
 TEXAS REGISTERED ENGINEERING FIRM F-928

TRAFFIC MANAGEMENT PLAN (TMP) 2024 INTERIM CONDITIONS

IL TEXAS HERITAGE K-8
 CITY OF GRAND PRAIRIE, TEXAS

DATE: 07/15/2022
 PROJECT NO: 068908212
 SHEET NUMBER: TMP 01

EXHIBIT 6A

03	Authorize administration to contract with Pref-Tech for Windmill Lakes-Orem HS MCJROTC access control for \$38,340.40 and not to exceed \$45,000 with change orders.
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Proposal



To:
Charles Klein
International Leadership of Texas
1651 N. Glenville Dr., Ste. 216
Richardson, TX 75081

Submitted by:

Preferred Technologies, LLC
3709 Promontory Point Drive, Ste. 106
Austin, TX 78744
Telephone: (281) 442-0550
Facsimile: (281) 449-5597

Title: International Leadership of Texas, Windmill Lakes JROTC Access Control
Contract Number: DIR-CPO-4742
Date Submitted: 7/11/2022
Point of Contact: Alan Ham
Sales and Design Professional
Proposal Amount: \$38,340.40

Signed:

Alan Ham
Sales and Design Professional
Preferred Technologies, LLC
(346) 262-3792
alanham@pref-tech.com



P: 281.442.0550

F: 281.449.5597

www.pref-tech.com

Overview

Preferred Technologies, LLC. (Pref-Tech) will add access control doors for International Leadership of Texas at their Windmill Lakes JROTC facility. Pref-Tech’s work will be compliant with manufacturer requirements, applicable codes, and the highest industry standards.

Scope of Work

Preferred Technologies, LLC. will perform the following tasks:

- Head End Equipment and Licensing
 - Pref-Tech will provide and install (1) Genetec Streamvault SV-2020E-R4-48T-16-236 Server appliance inside of the IDF. This server will operate as the archiver for the VMS. The HQ directory and access manager will be utilized to operate this facility.
 - This server will require a data drop which will be provided by others.
 - Pref-Tech will provide and configure (6) Genetec access control door licenses to bring doors into Genetec Synergis.
 - Pref-Tech will provide and configure (13) Genetec camera connection licenses to bring cameras into Genetec Omnicast.
 - Pref-Tech will provide and install (1) Life Safety Power Unified 8-door Access Control Enclosure. This enclosure will be equipped with the following:
 - (1) Genetec Cloudlink G2
 - (1) Mercury LP1502 Intelligent Controller
 - (2) Mercury MR52 Reader Boards
- Pref-Tech will provide and install (5) access control doors. (4) of these doors will be single doors and (1) will be a double door.
 - Single Door
 - Each single door will be equipped with the following:
 - (1) Request-to-exit motion sensor
 - (1) Recessed door contact
 - Proper Resistance
 - Composite cabling to support power to the door devices
 - Note: The door hardware includes an integrated HID card reader that will facilitate card reads to allow/deny access. Pref-Tech will coordinate with door hardware contractor to complete installation of the devices above.
 - Double Door
 - The double door will be equipped with the following:
 - (1) Request-to-exit motion sensor
 - (2) Recessed door contacts
 - Proper Resistance
 - Composite cabling to support power to the door devices
 - Note: The door hardware includes an integrated HID card reader that will facilitate card reads to allow/deny access. Pref-Tech will coordinate with door hardware contractor to complete installation of the devices above.



- Pref-Tech will provide and install (2) monitored doors. (1) of these doors will be a single door and (1) will be a double door.
 - Single Door
 - Each single door will be equipped with the following:
 - (1) Recessed door contact
 - Proper Resistance
 - Composite cabling to support power to the door devices
 - Double Door
 - The double door will be equipped with the following:
 - (2) Recessed door contacts
 - Proper Resistance
 - Composite cabling to support power to the door devices
- Pref-Tech will provide and install (2) Bosch DS9370 360-degree motion sensors.
 - The motions will be connected to the auxiliary inputs on the reader boards.
 - Pref-Tech will program an event-to-action in Genetec to send an alarm to the site administrator of IL Texas' choosing.
- Pref-Tech Labor Service
 - Pref-Tech will provide project management services to include proper project facilitation and close out documentation to International Leadership of Texas.
 - Pref-Tech will provide programming services to properly configure the server, configure doors, and bring the cameras into Genetec Omnicast.

Assumptions

The below assumptions were applied when pricing this project. The pricing in this proposal is contingent upon the validity of these assumptions. Additional charges may result if these assumptions be found false.

- Pref-Tech's work is limited to the installation of the bill of materials listed in the Pricing Sheet.
- Others will provide all required 120VAC power.
- Others will provide all necessary network access, server and workstation permissions, and IP information.
- Others will provide physical access to all work locations.
- Others will provide necessary wall space.
- Others will provide necessary rack space.
- Doors are prepared and read for door devices prior to date of installation.
- All data drops are provided by others.
- All material shipments will be standard ground. If expedited shipping is required, then extra charges may apply.
- Taxes are excluded. If taxes apply, then Pref-Tech will apply the required taxes to each invoice.



Bill of Material

DIR ITEM TYPE	MANUF	PART NUMBER	DESCRIPTION	QTY OF KITS	QTY PER KIT	TOTAL QTY	UNIT	MSRP			DISCOUNT		SUBTOTAL		DIR FEE		TOTAL	
								UNIT MSRP	TOTAL MSRP	% OFF MSRP	UNIT RETAIL	TOTAL RETAIL	DIR FEE %	DIR FEE TOTAL	DIR FEE TOTAL	DIR UNIT RETAIL	DIR TOTAL RETAIL	
DIR KIT	PREFERRED TECHNOLOGIES, LLC	ILT-WL-WL-JR0TC-07112022	DIR KIT WL-JR0TC	1.00	NA	1.00	EA	\$ 43,352.03	\$ 43,352.03	15.00%	\$ 36,849.74	\$ 36,849.74	0.75%	\$ 276.37	\$ 276.37	\$ 37,126.11	\$ 37,126.11	
GENETEC SOFTWARE AND LICENSING																		
DIR KIT COMPONENT			SYNERGIS															
DIR KIT COMPONENT	GENETEC	GSC-EDU-SY-1R	1 SYNERGIS EDUCATION READER CONNECTION FOR K12. MUST PURCHASE SYNERGIS™ EDUCATION K12 PACKAGE (GSC-EDU-SY-BASE). INCLUDES GENETEC™ ADVANTAGE FOR 1 SYNERGIS EDUCATION READER CONNECTION FOR K12 - 5 YEARS.	NA	6.00	6.00	EA	\$ -	\$ -	28.50%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -	
DIR KIT COMPONENT			OMNICAST															
DIR KIT COMPONENT	GENETEC	GSC-EDU-OM-1C	1 OMNICAST EDUCATION CAMERA CONNECTION FOR K12. MUST PURCHASE OMNICAST™ EDUCATION K12 PACKAGE (GSC-EDU-OM-BASE). INCLUDES GENETEC™ ADVANTAGE FOR 1 OMNICAST EDUCATION CAMERA CONNECTION FOR K12 - 5 YEARS.	NA	13.00	13.00	EA	\$ -	\$ -	28.50%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -	
DIR KIT COMPONENT			STREAMVAULT															
DIR KIT COMPONENT	GENETEC	SV-2020E-R4-40T-16-236	STREAMVAULT™ 2020E SERIES - 1U 4-BAY APPLIANCE (8TB RAW RAID 5, 1X HDD E-2208, 16GB RAM 2X 240GB M.2 SSD 3X 10TB NLSAS 2X 1GBE RJ45 2X 350W PSU WINDOW'S SERVER 2019 STANDARD 5YR NBD KYHD WARRANTY - GENETEC™ SECURITY CENTER PRE-INSTALLED. LICENSE SOLD SEPARATELY.	NA	1.00	1.00	EA	\$ -	\$ -	28.50%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -	
ACS HEAD END EQUIPMENT																		
DIR KIT COMPONENT			LIFESAFETY POWER - 800 MERCURY, 12V & 24V, 150W MAX. ESM ENCLOSURE 30H X 23W X 6.5D. NETWORK MANAGED.	NA	1.00	1.00	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -	
DIR KIT COMPONENT	LSP	FP0150-B100DPMNL4EEM		NA	1.00	1.00	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -	
DIR KIT COMPONENT	GENETEC	SY-CLOUDLINK-G2	SYNERGIS™ CLOUD LINK WITH 4GB OF RAM, 16GB FLASH SECOND GENERATION. INSTALLED WITH SYNERGIS™ ACCESS CONTROL FIRMWARE, FOUR RS-485 PORTS, 3YR.	NA	1.00	1.00	EA	\$ -	\$ -	28.50%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -	
DIR KIT COMPONENT	MERCURY	SY-LP1502-SCS	MERCURY INTELLIGENT CONTROLLER, LINUX BASED, (8IN/4OUT)2RD (SOFTWARE CONNECTIONS INCLUDED).	NA	1.00	1.00	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -	
DIR KIT COMPONENT	MERCURY	SY-MRS2-S3-SCS	MERCURY MRS2 2-READER INTERFACE MODULE SERIES 3 (8 INPUTS, 6 RELAYS, PCB ONLY, SOFTWARE CONNECTIONS INCLUDED).	NA	2.00	2.00	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -	
DIR KIT COMPONENT	PREF-TECH	PT-MISC-ACS	MISCELLANEOUS CONSUMABLES TO INSTALL HEAD END ACS EQUIPMENT	NA	1.00	1.00	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -	
DIR KIT COMPONENT	PREF-TECH	PT-TECH-LABOR	LABOR TO INSTALL HEAD END ACS EQUIPMENT	NA	1.00	1.00	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -	
DOOR PORTAL EQUIPMENT																		
DIR KIT COMPONENT			ACS PORTALS - SINGLE DOOR															
DIR KIT COMPONENT	DITEK	DTK-4LVLCPR	4 PAIR CARD READER SURGE PROTECTION- 1 PAIR EACH 12V POWER, 24V POWER, 5V DATA, 1V SIGNAL.	NA	4.00	4.00	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -	
DIR KIT COMPONENT	BOSCH	DS150I	BOSCH REQUEST TO EXIT SENSOR	NA	4.00	4.00	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -	
DIR KIT COMPONENT	MAGNASPHERE	MSS-302C-W	1" RECESSED STEEL DOOR CONTACT	NA	4.00	4.00	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -	
DIR KIT COMPONENT	GRI GEORGE	6644	RESISTOR	NA	4.00	4.00	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -	
DIR KIT COMPONENT	PREF-TECH	PT-MISC-DP	MISCELLANEOUS HARDWARE TO INSTALL DOOR PORTAL EQUIPMENT	NA	4.00	4.00	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -	
DIR KIT COMPONENT	PREF-TECH	PT-TECH-LABOR	TECHNICIAN LABOR TO INSTALL SINGLE DOOR PORTAL EQUIPMENT W/ READERS	NA	4.00	4.00	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -	
DIR KIT COMPONENT	PREF-TECH	PT-DOOR-COORD	DOOR COORDINATION WITH DIVISION 8 CONTRACTOR	NA	4.00	4.00	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -	
DIR KIT COMPONENT			ACS PORTALS - DOUBLE DOOR															
DIR KIT COMPONENT	DITEK	DTK-4LVLCPR	4 PAIR CARD READER SURGE PROTECTION- 1 PAIR EACH 12V POWER, 24V POWER, 5V DATA, 1V SIGNAL.	NA	1.00	1.00	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -	
DIR KIT COMPONENT	BOSCH	DS150I	BOSCH REQUEST TO EXIT SENSOR	NA	1.00	1.00	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -	
DIR KIT COMPONENT	MAGNASPHERE	MSS-302C-W	1" RECESSED STEEL DOOR CONTACT	NA	2.00	2.00	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -	
DIR KIT COMPONENT	GRI GEORGE	6644	RESISTOR	NA	1.00	1.00	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -	
DIR KIT COMPONENT	PREF-TECH	PT-MISC-DP	MISCELLANEOUS HARDWARE TO INSTALL DOOR PORTAL EQUIPMENT	NA	1.00	1.00	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -	
DIR KIT COMPONENT	PREF-TECH	PT-TECH-LABOR	TECHNICIAN LABOR TO INSTALL DOUBLE DOOR PORTAL EQUIPMENT W/ READERS	NA	1.00	1.00	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -	
DIR KIT COMPONENT	PREF-TECH	PT-DOOR-COORD	DOOR COORDINATION WITH DIVISION 8 CONTRACTOR	NA	1.00	1.00	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -	
DIR KIT COMPONENT			DOOR CONTACT ONLY - SINGLE DOOR															
DIR KIT COMPONENT	MAGNASPHERE	MSS-302C-W	1" RECESSED STEEL DOOR CONTACT	NA	1.00	1.00	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -	
DIR KIT COMPONENT	GRI GEORGE	6644	RESISTOR	NA	1.00	1.00	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -	
DIR KIT COMPONENT	PREF-TECH	PT-MISC-DP	MISCELLANEOUS HARDWARE TO INSTALL DOOR PORTAL EQUIPMENT	NA	1.00	1.00	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -	
DIR KIT COMPONENT	PREF-TECH	PT-TECH-LABOR	TECHNICIAN LABOR TO INSTALL SINGLE DOOR PORTAL EQUIPMENT W/ DOOR CONTACTS ONLY	NA	1.00	1.00	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -	
DIR KIT COMPONENT	PREF-TECH	PT-DOOR-COORD	DOOR COORDINATION WITH DIVISION 8 CONTRACTOR	NA	1.00	1.00	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -	



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DOOR CONTACT ONLY - DOUBLE DOOR																	
DIR KIT COMPONENT	MAGNASPHERE	MSS-302C-W	1" RECESSED STEEL DOOR CONTACT	NA	2.00	2.00	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -
DIR KIT COMPONENT	GRI GEORGE	6844	RESISTOR	NA	1.00	1.00	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -
DIR KIT COMPONENT	PREF-TECH	PT-MISC-DP	MISCELLANEOUS HARDWARE TO INSTALL DOOR PORTAL EQUIPMENT	NA	1.00	1.00	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -
DIR KIT COMPONENT	PREF-TECH	PT-TECH-LABOR	TECHNICIAN LABOR TO INSTALL DOUBLE DOOR PORTAL EQUIPMENT W/ DOOR CONTACTS ONLY	NA	1.00	1.00	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -
DIR KIT COMPONENT	PREF-TECH	PT-DOOR-COORD	DOOR COORDINATION WITH DIVISION 8 CONTRACTOR	NA	1.00	1.00	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -
EDGE DEVICES																	
DIR KIT COMPONENT			MOTION DETECTOR 360 DEGREE														
DIR KIT COMPONENT	BOSCH	D39370	MOTION DETECTOR 360 CEILING MOUNT	NA	2.00	2.00	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -
DIR KIT COMPONENT	PREF-TECH	PT-MISC-MD	MISCELLANEOUS CONSUMABLES SCREWS, TOGGLES, ANCHORS, FITTINGS,	NA	2.00	2.00	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -
CABLING AND CONSUMABLES																	
DIR KIT COMPONENT	WCW	4461050	4 ELEMENT ACCESS CONTROL CABLE 19-04 + 22-3P + 22-02 + 22-04 PLENUM PURPLE JACKS	NA	1000.00	1000.00	FT	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -
DIR KIT COMPONENT	WCW	4423650	18-04 UNS STR CMP PUR JKT	NA	1000.00	1000.00	FT	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -
DIR KIT COMPONENT	PREF-TECH	PT-CABLE-LABOR	TECHNICIAN LABOR FOR CABLE RUNS	NA	1.00	1.00	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -
DIR KIT COMPONENT			CONSUMABLES														
DIR KIT COMPONENT	ARLINGTON	TL20	2' CABLING LOOP	NA	200.00	200.00	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -
DIR KIT COMPONENT	HILTI	2149820	WIRE HANGERS, PCK100	NA	2.00	2.00	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -
DIR KIT COMPONENT	3M	7100169254	ELECTRICAL TAPE	NA	2.00	2.00	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -
DIR KIT COMPONENT	VELCRO	31086	3/4" VELCRO 75 FT	NA	4.00	4.00	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -
DIR KIT COMPONENT	ARLINGTON	430	JET LINE	NA	0.50	0.50	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -
DIR KIT COMPONENT			PERMITTING														
DIR KIT COMPONENT	PREF-TECH	PT-DOC	DOCUMENTATION	NA	1.00	1.00	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -
DIR KIT COMPONENT	PREF-TECH	PT-PJCT	PROJECT MANAGEMENT & CX	NA	1.00	1.00	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -
DIR KIT COMPONENT	PREF-TECH	PT-PROG	PROGRAMMING	NA	1.00	1.00	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -
DIR KIT COMPONENT	PREF-TECH	PT-PERM-FEES	PERMITTING FEES	NA	1.00	1.00	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -
DIR MATERIAL	PREF-TECH	ILT-WL-LIFT-07152022	EQUIPMENT														
			LIFT	NA	NA	1.00	WK	\$ 1,205.25	\$ 1,205.25	0.00%	\$ 1,205.25	\$ 1,205.25	0.75%	\$ 9.04	\$ 9.04	\$ 1,214.29	\$ 1,214.29
								MSRP TOTAL					SUB TOTAL				
								\$ 44,557.88					\$ 38,054.99				
													DIR FEE				
													\$ 285.41				
													TOTAL				
													\$ 38,340.40				



Acceptance of Proposal

The Pref-Tech team thanks you for allowing us the opportunity to work with you on this project. To accept this proposal and allow Pref-Tech to proceed with the scope of work outlined above, please sign below and fax or email to your account executive.

My signature below constitutes acceptance of this proposed scope of work and the Terms and Conditions provided.

Signature

Name and Title

Company

Date



Terms and Conditions

This proposal is valid for 30 days.

This Proposal is subject to change based on unknown items that may occur as result of COVID-19 such as material delays, labor shortages, jobsite disruptions or governmental intervention. Even as the US is experiencing a wind-down, manufactures and production facilities are feeling the impacts limited by international imports (such as chip shortages), health and safety concerns, as well as economic impacts to their business. Lead times and production may be extended without warning. Projects with critical completion schedules should be coordinated with your **Pref-Tech SDP**.

Invoicing:

- **Pref-Tech will Order and Invoice for 100% of the materials for the total contract amount.** This includes (but is not limited to) all material, software, consumables, and other items deemed necessary for the project.
- **Customer expressly allows Pref-Tech to invoice for stored materials.** Pref-Tech will store materials at the customer location or in the Pref-Tech bonded and insured warehouse and provide backup documentation with inventories by part number, pictures, etc., as requested by the Customer.
- **Customer expressly allows Pref-Tech to submit progressive invoices based upon completed work percentage or other production milestone.**

Payment terms are NET 30 days from the date of invoice. Past due amounts shall incur interest at 8% per annum, accrued daily from the date due (NET 30) until paid in full.

Pref-Tech may elect to preserve our right to perfect a bond or lien by sending notices in accordance with statutory requirements.

Any change to the scope of work or materials described in this proposal involving extra cost will only be effective upon the execution of a written change order by involved parties.

Pricing is conditional upon unrestricted access to all applicable areas where work is to be performed or access to and from areas where work is to be performed. Unless otherwise noted, the scope of work shown in this proposal is to be performed without delays. Additional trip charges may apply if delays caused by reasons outside of Pref-Tech’s control are incurred.

Pref-Tech will guarantee all material and workmanship for a period of one year from the completion of the work included in this proposal. The warranty will commence upon final project acceptance and will terminate the 365th day beyond the date of final acceptance, regardless of warranty work conducted during the warranty period. The Owner is responsible for troubleshooting and identifying faults covered under this warranty. Additional fees may apply if Pref-Tech must troubleshoot issues for the Owner and/or if, during the course acting on a warranty request, Pref-Tech determines that the issue was not generated by failures in material or workmanship. Except for the foregoing warranty, Preferred Technologies specifically disclaims all other warranties, express or implied, including but not limited to the warranties of merchantability and of fitness for a particular purpose.

Pref-Tech shall not be liable for any special, consequential, incidental or exemplary damages or loss. Pref-Tech will not be responsible for equipment or parts which are in disrepair due to misuse, accident or mishandled by others not authorized to service this equipment during our agreement time. Pref-Tech will not be responsible for damages caused by fire, the elements, civil commotion, and malicious mischief, negligence of the customer, its agents or acts of God.

This proposal is the property of Pref-Tech. It is not for publication and is issued expressly on the condition that it is not to be copied, reprinted or reproduced in any manner; nor is it to be disclosed to any third party, either wholly or in part without the express written consent of Pref-Tech.



A

B

C

D

E

- 1 DATA CABLE FOR EXTERIOR WALL MOUNTED VIDEO SURVEILLANCE CAMERA. DATA CABLE SHALL BE TERMINATED WITH A SURFACE MOUNTED BOX. PROVIDE PATCH CABLE TO CAMERA. REFER TO SECURITY DRAWINGS FOR EXACT LOCATION AND CONDUIT ROUGH-IN REQUIREMENTS.
- 2 DATA CABLE FOR INTERIOR CEILING / WALL MOUNTED VIDEO SURVEILLANCE CAMERA. DATA CABLE SHALL BE TERMINATED WITH A SURFACE MOUNTED BOX. PROVIDE PATCH CABLE TO CAMERA. REFER TO SECURITY DRAWINGS FOR EXACT LOCATION AND CONDUIT ROUGH-IN REQUIREMENTS.
- 3 DATA CABLE FOR WIRELESS ACCESS POINT. DATA CABLE SHALL BE TERMINATED WITH A SURFACE MOUNTED. PROVIDE PATCH CABLE TO WIRELESS ACCESS POINT. OWNER PROVIDED / CONTRACTOR INSTALLED WAP.
- 4 DATA CABLE WITH 20 FEET OF SLACK TERMINATED TO FACERPLATE BEHIND DISPLAY REFER TO AUDIOVISUAL DRAWINGS FOR EXACT LOCATION AND CONDUIT ROUGH-IN REQUIREMENTS.
- 5 ROUGH-IN FOR AIR RIFLE RANGE SYSTEM.
- 6 EXISTING FIBER TERMINATION LOCATION. CONTRACTOR TO PROVIDE 12 STRANDS OM4 TO NEW IDF LOCATION AND TERMINATE ON NEW FIBER PATCH PANEL.

PIVOT NORTH ARCHITECTURE, PLLC.
1101 W. GROVE STREET
BOISE, ID 83702
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STAMP

Project: IL TEXAS WINDMILL LAKES-OREM HS - PHASE 6 - NEW SCHOOL

9901 WINDMILL LAKES BLVD, HOUSTON, TEXAS, 77075

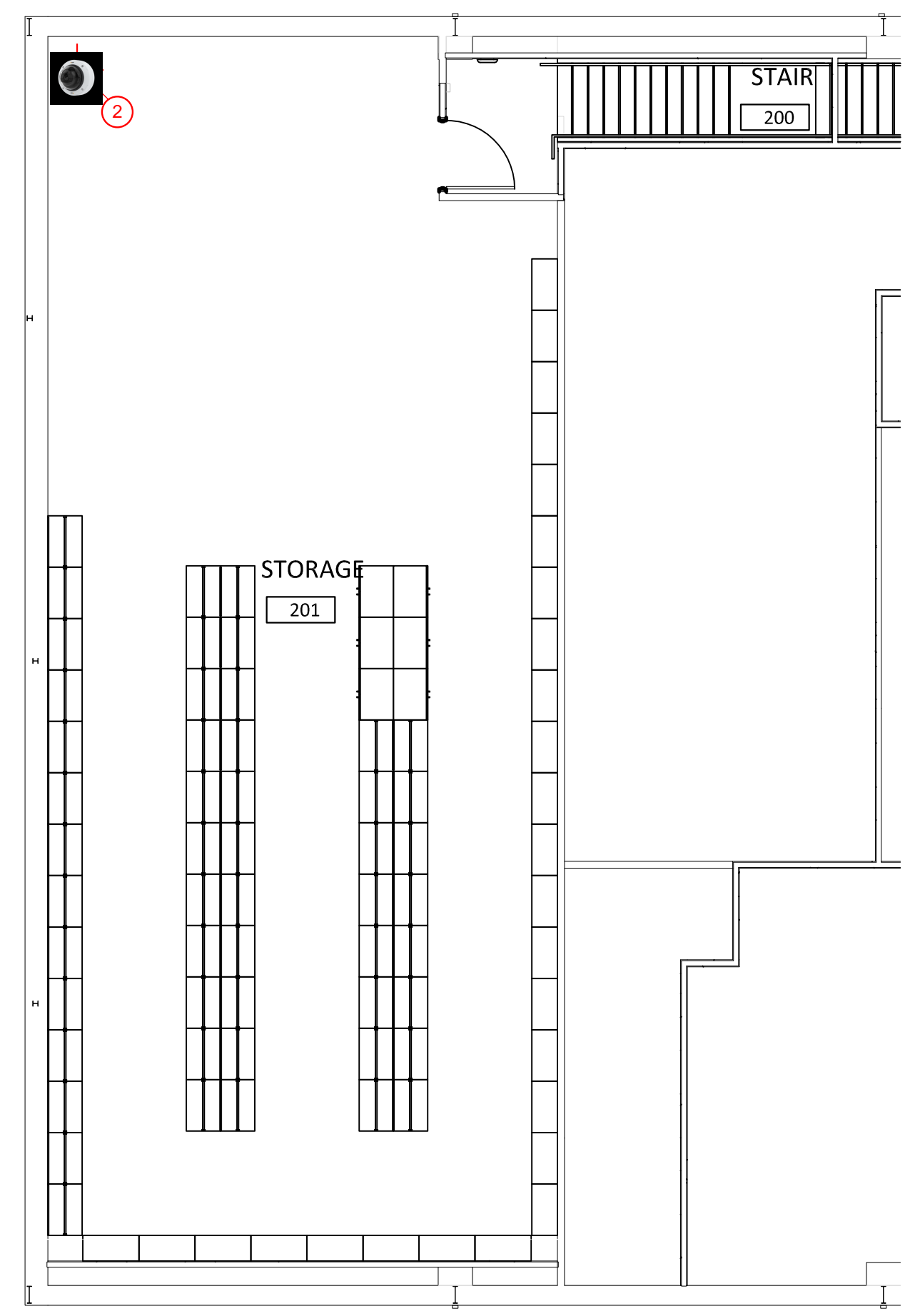
Project No: 20-002B
Date: 06/16/22
Checked By: DG
Drawn By: PM

Sheet Name:

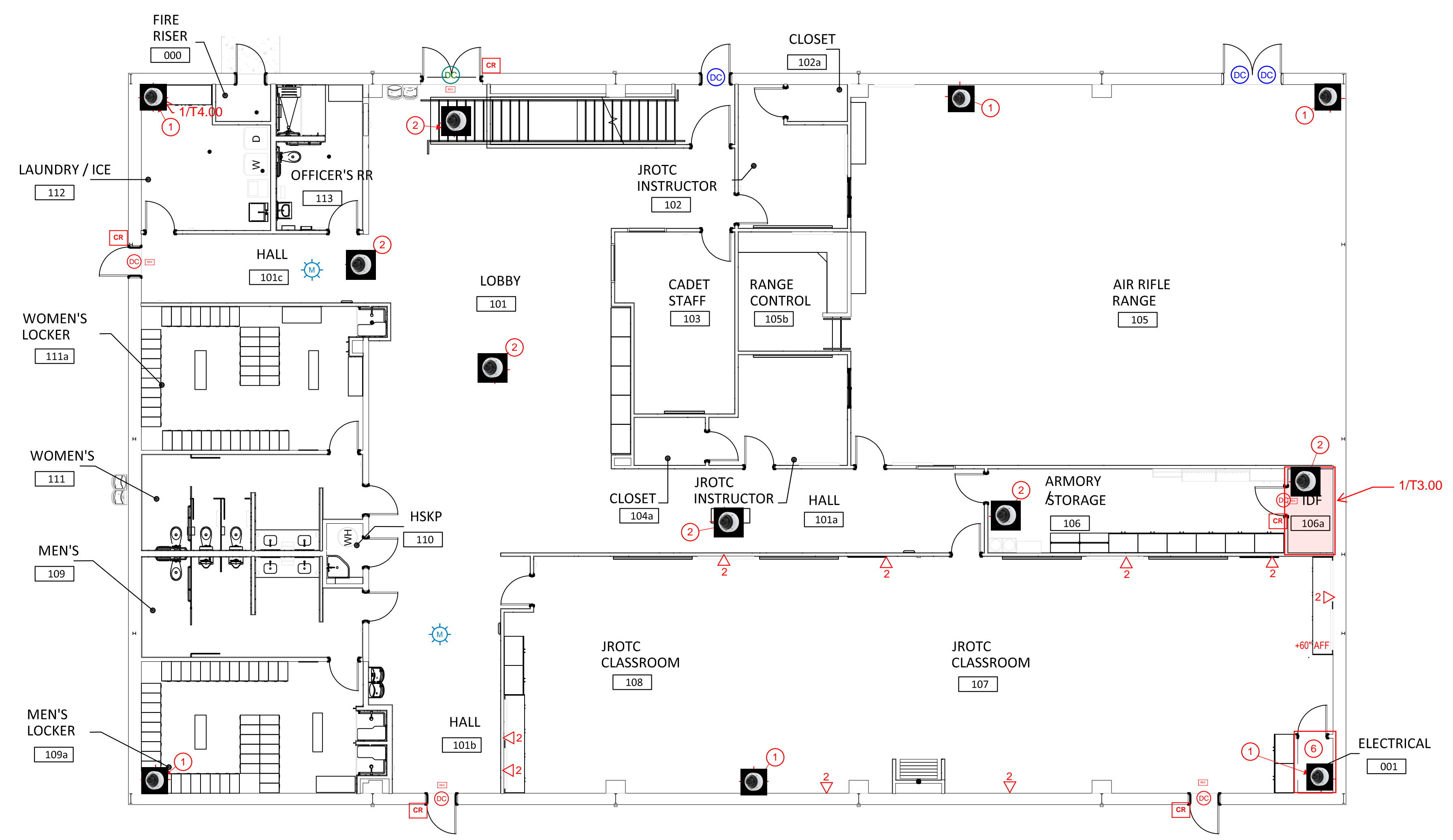
TECHNOLOGY
COMPOSITE FLOOR
PLANS

Sheet No:

T2.01



1 TECHNOLOGY LEVEL 2 - COMPOSITE FLOOR PLAN
T2.01 SCALE: 1/8" = 1'-0"



1 TECHNOLOGY LEVEL 1 - COMPOSITE FLOOR PLAN
T2.01 SCALE: 1/8" = 1'-0"

ACS LEGEND			
Description	Quantity	UserDefined	
CARD READER	5		
DC ONLY	3		
DOUBLE DOOR RECESSED DC	1		
MOTION SENSOR	2		
REQUEST TO EXIT	5		
SINGLE DOOR RECESSED DC	4		

VMS LEGEND			
Description	Quantity	MOUNT	
P3265-LVE	6	WALL	
P3265-LV	7	WALL	

A

J101

Heading 18 (Set 1 SELP10)			
Qty	Description	Part Number	Notes
1	Pair, Both Active	J101	
6' 0" X 7' 0" X 1 3/4" Equal Pair HMF/HMD Jamb Depth: 0"			
Leaf 1: 3' 0" X 7' 0" X 1 3/4" HG2 Leaf 2: 3' 0" X 7' 0" X 1 3/4"			

Qty	Description	Part Number
1	Continuous Hinge	CFM835LF-HD1
1	Continuous Hinge	CFM835LF-HD1 SER12
1	Mullion	L980A US28
1	Rim Exit Device, Exit Only	8810 EO US32D RHR/LHR
1	Access Control Rim Exit	70 M1-8876-24V BIPS-0E ETL US32D RHR/LHR
1	Cylinder	70 980C1 US26D
1	Small Format Inter Core	3360006N 26 GGK
2	Drop Plate	351D EN
1	Surface Closer	351 CPS EN RHR
1	Surface Closer	351 CPS EN LHR
1	Threshold	171A 36"
1	Gasketing	573BL 20"
1	Gasketing	588BL 20"
2	Sweep	315CN 48"
1	ElectroLynx Harness	QC-C006
1	ElectroLynx Harness	QC-C306P
1	ElectroLynx Harness	QC-C1500P

Heading 9 (Set 4 SELP10)

Qty	Description	Part Number
1	Single	J101B
1	Single	J101C
3' 0" X 7' 0" X 1 3/4" Single F HMD/HMF Jamb Depth: 0"		

Qty	Description	Part Number
2	Hinge, Full Mortise, Hwy Wt	HT4A3386 QC12 4-1/2" x 4-1/2" US32D RHR
4	Hinge, Full Mortise, Hwy Wt	HT4A3386 NRP 4-1/2" x 4-1/2" US32D RHR
2	Access Control Mort Exit	70 M1-8974-24V BIPS-0E ETL US32D RHR
2	Small Format Inter Core	3360006N 26 GGK
2	Surface Closer	351 CPS EN RHR
2	Threshold	2009APK 36" MSES2555
2	Gasketing	544BL 20"
2	ElectroLynx Harness	QC-C1500P
2	ElectroLynx Harness	QC-C300P
2	ElectroLynx Harness	QC-C006

Heading 8 (Set 4 SELP10)

Qty	Description	Part Number
1	Single	J107A
3' 0" X 7' 0" X 1 3/4" Single F HMD Jamb Depth: 0"		

Qty	Description	Part Number
1	Hinge, Full Mortise, Hwy Wt	HT4A3386 QC12 4-1/2" x 4-1/2" US32D RHR
2	Hinge, Full Mortise, Hwy Wt	HT4A3386 NRP 4-1/2" x 4-1/2" US32D RHR
1	Access Control Mort Exit	70 M1-8974-24V BIPS-0E ETL US32D RHR
1	Small Format Inter Core	3360006N 26 GGK
1	Surface Closer	351 CPS EN RHR
1	Threshold	2009APK 36" MSES2555
1	Gasketing	544BL 20"
1	ElectroLynx Harness	QC-C1500P
1	ElectroLynx Harness	QC-C300P
1	ElectroLynx Harness	QC-C006

Heading 11 (Set 5 SELP10)

Qty	Description	Part Number
1	Single	106a
3' 0" X 7' 0" X 1 3/4" Single F WDD/HMF Jamb Depth: 5.7		

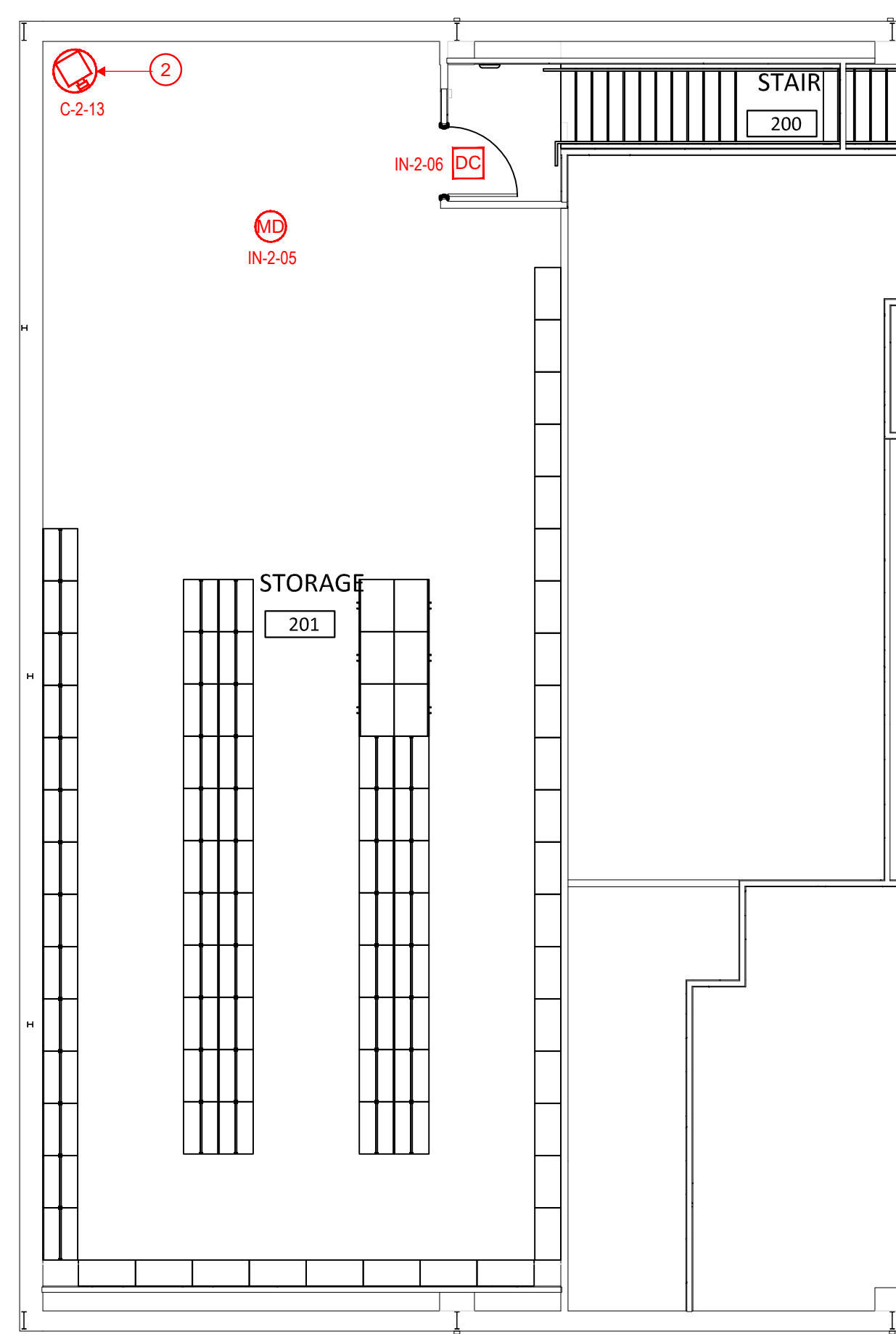
Qty	Description	Part Number
2	Hinge, Full Mortise	TA2714 4-1/2" x 4-1/2" US26D RHR
1	Electric Hinge	TA2714-QC12 4-1/2" x 4-1/2" US26D RHR
1	Storeroom/Closet Lock	28 70 10G04 LL US26D RHR
1	Access Control Cyl Lock	28 M1-10G271-24V LL US26D RHR
1	Small Format Inter Core	3360006N 26 GGK
1	Surface Closer	TB 351 P9 EN RHR
1	Wall Stop	409 US26D
3	Silencer	608-RWV
1	ElectroLynx Harness	QC-C206P
1	ElectroLynx Harness	QC-C1500P
2	Position Switch	DPS-M-8K

B

C

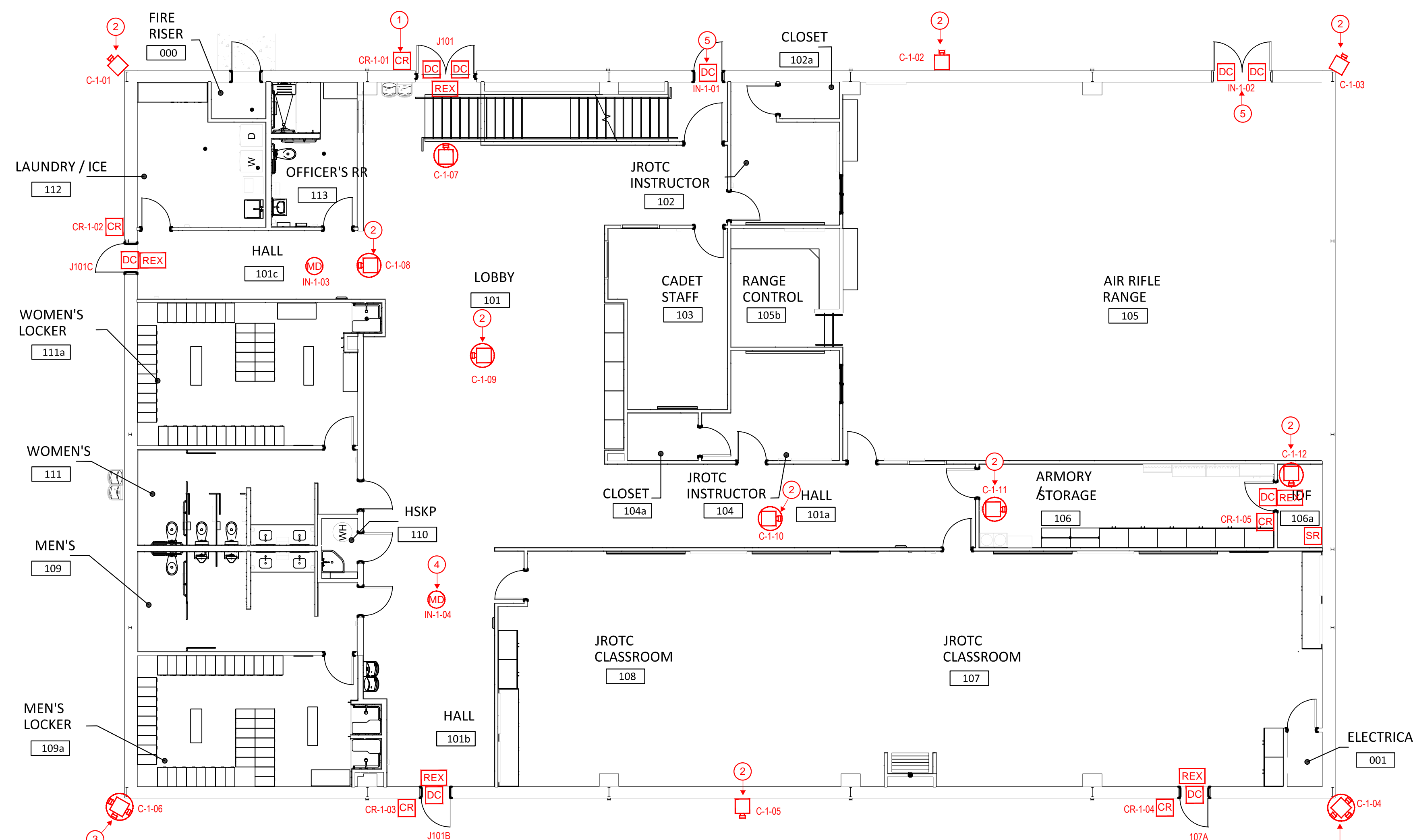
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E



1 SECURITY LEVEL 2 - COMPOSITE FLOOR PLAN

SCALE: 1/8" = 1'-0"



1 SECURITY LEVEL 1 - COMPOSITE FLOOR PLAN

SCALE: 1/8" = 1'-0"

- GENERAL NOTES:
1. ALL CONDUIT PATHWAYS, ROUGH-INS, CONDUIT SLEEVES, ETC. INDICATED ON THE SECURITY DRAWINGS ARE TO BE PROVIDED AND INSTALLED BY DIVISION 26.
 2. ALL POWER INDICATED ON THE SECURITY DRAWINGS SHALL BE PROVIDED AND INSTALLED (BY DIVISION 26).
 3. CONTRACTOR SHALL RESTORE ALL PENETRATIONS PROVIDED THROUGH FIRE RATED WALLS/STRUCTURES FOR DATA, VOICE, AND SECURITY CABLING BACK TO THE ORIGINAL RATING (BY DIVISION 26).
 4. CONTRACTOR SHALL RESTORE ALL PENETRATIONS PROVIDED THROUGH NON-RATED WALLS/STRUCTURES FOR DATA, VOICE, AND SECURITY CABLING FOR SOUND TO REDUCE NOISE TRAVELING THROUGH PENETRATIONS (BY DIVISION 26).
 5. CABLING FOR DATA, VOICE, AND SECURITY SHALL BE ROUTED IN SEPARATE PATHWAYS IN J-HOOKS, CONDUITS, CONDUIT SLEEVES, CORES, ETC. THROUGHOUT THE ENTIRE PATHWAY. DIFFERENT MEDIA TYPES (DATA, VOICE, SECURITY, ETC.) SHALL NOT SHARE THE SAME J-HOOK, CONDUIT, CONDUIT SLEEVE, CORE, ETC. (BY DIVISION 26).
 6. ALL CONDUITS FOR DATA, VOICE, AND SECURITY DEVICES SHALL ROUTE FROM THE DEVICE LOCATION AND TERMINATE ABOVE AN ACCESSIBLE CEILING IN THE SAME ROOM WHERE THE DEVICE IS LOCATED. IF THE ROOM WHERE THE DEVICE IS LOCATED DOES NOT HAVE AN ACCESSIBLE CEILING, THE CONDUIT SHALL ROUTE TO THE NEAREST ACCESSIBLE CEILING OFF OF A MAIN CORRIDOR. CONDUIT PATHWAY SHALL TAKE THE SHORTEST ROUTE TO THE APPLICABLE DATA ROOM TO MINIMIZE THE CABLE LENGTH (BY DIVISION 26).
 7. CONDUIT SEGMENTS SHALL BE NO MORE THAN 100-FEET IN LENGTH WITH NO MORE THAN THE EQUIVALENT OF (2) 90 DEGREE BENDS BETWEEN PULLING POINTS (BY DIVISION 26).
 8. CONDUITS SHALL MAINTAIN A BEND RADIUS OF 6 TIMES THE DIAMETER OF THE CONDUIT FOR CONDUITS 2-INCHES OR SMALLER AND 10 TIMES THE DIAMETER OF THE CONDUIT FOR CONDUITS GREATER THAN 2-INCHES (BY DIVISION 26).
 9. ALL CONDUITS SHALL HAVE A PULL STRING INSTALLED FOR PULLING OF CABLE. CLEARLY LABEL AS "PULL STRING" INDICATING OPPOSITE END LOCATION (BY DIVISION 26).
 10. ALL SPARE CONDUITS OR CONDUITS FILLED WITH

KEYED NOTES:

1. CARD READER INTEGRATED WITH NEW DOOR, PROVIDED AND INSTALLED BY DOOR HARDWARE CONTRACTOR. SECURITY CONTRACTOR TO TIE IN ACCESS CONTROL CABLING AND TERMINATIONS FROM SECURITY PANEL. TYPICAL.
2. EXISTING OWNER PROVIDED CAMERA TO BE CONTRACTOR INSTALLED.
3. NEW CAMERA TO BE PROVIDED AND INSTALLED BY CONTRACTOR.
4. MOTION DETECTOR TO BE CABLED TO ACCESS CONTROL SYSTEM AS ALARM INPUT. COORDINATE SCHEDULE FOR ALARMS WITH OWNER. TYPICAL.
5. DOOR POSITION SWITCH TO BE CABLED TO ACCESS CONTROL SYSTEM AS ALARM INPUT. COORDINATE SCHEDULE FOR ALARMS WITH OWNER. TYPICAL.

PIVOT NORTH ARCHITECTURE, PLLC.
1101 W. GROVE STREET
BOISE, ID 83702
www.pivnorthdesign.com

STAMP

Project: IL TEXAS WINDMILL LAKES-OREM HS - PHASE 6 - NEW SCHOOL
9901 WINDMILL LAKES BLVD., HOUSTON, TEXAS, 77075

Project No: 20-0028
Date: 06/16/22
Checked By: DG
Drawn By: PM
Sheet Name:

SECURITY COMPOSITE FLOOR PLANS

Sheet No:

TS2.01

A

B

C

D

E

1. FLAT PANEL DISPLAY PROVIDED BY AIR RIFLE RANGE SYSTEM. CONTRACTOR INSTALLED. SOURCE INPUT VIA NETWORK CONNECTION FROM AIR RIFLE RANGE SYSTEM.
2. FLAT PANEL DISPLAY. OWNER PROVIDED / CONTRACTOR INSTALLED.
3. INTERACTIVE FLAT PANEL DISPLAY. OWNER PROVIDED / CONTRACTOR INSTALLED.
4. PROVIDE HDMI AND USB SINGLE GANG FACEPLATE. CABLE TO FLAT PANEL INTERACTIVE DISPLAY.
5. PROVIDE HDMI AND USB SINGLE GANG FACEPLATE. PROVIDE PATCH CABLES TO DISPLAY.
6. SOURCE INPUT SHALL PROVIDE CONTENT FOR ROOM IN DIVISIBLE SPACE AND PROVIDE CONTENT FOR BOTH DISPLAYS WHEN COMBINED SPACE.
7. PROVIDE POINT-TO-POINT HDMI CONNECTION FOR DISPLAY.
8. OVERHEAD PAGING SPEAKER, TYPICAL S1 LOCATIONS.

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Project:
IL TEXAS WINDMILL LAKES-OREM HS - PHASE 6 - NEW SCHOOL

9901 WINDMILL LAKES BLVD., HOUSTON, TEXAS, 77075

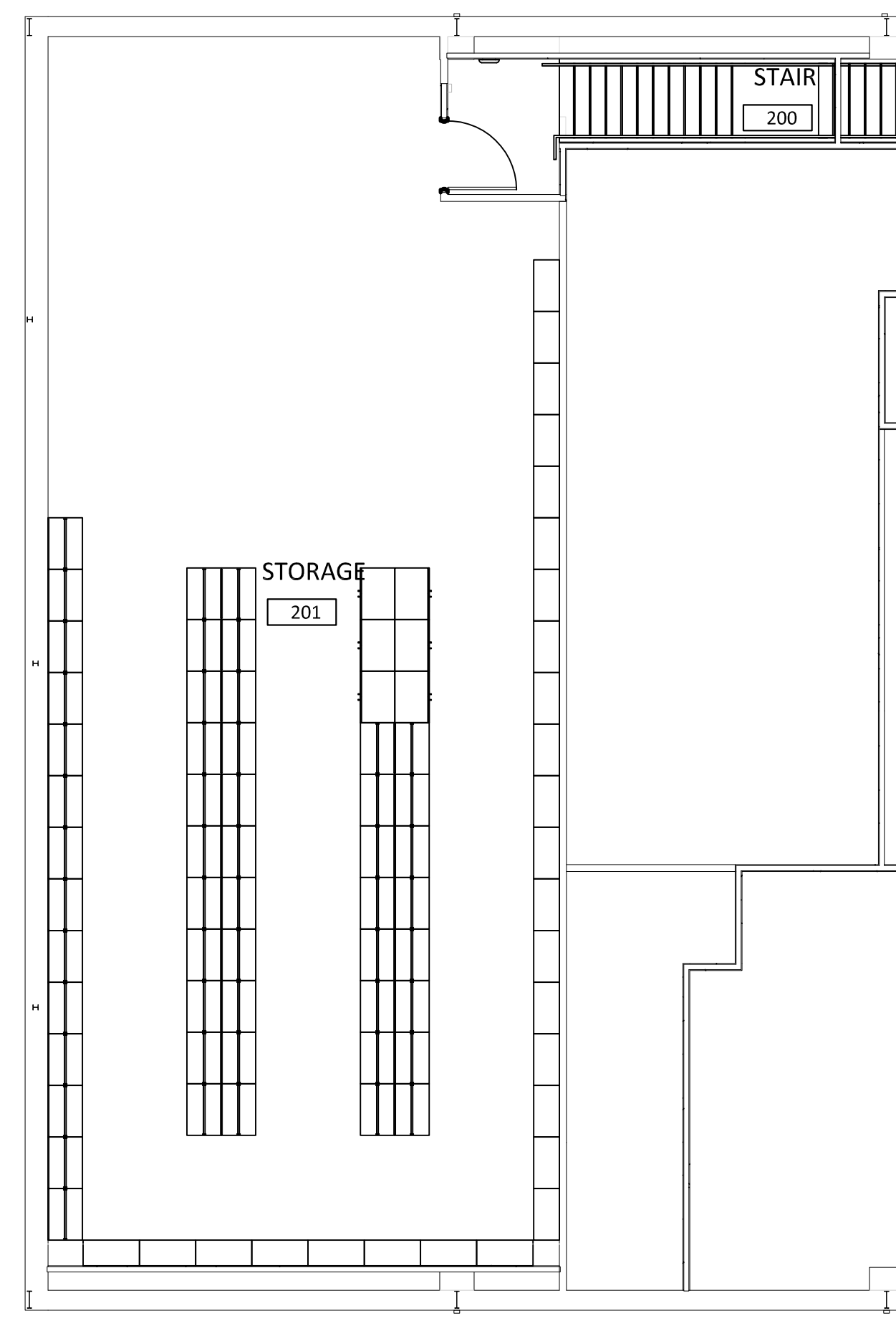
Project No: 20-0028
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Checked By: DG
Drawn By: PM

Sheet Name:

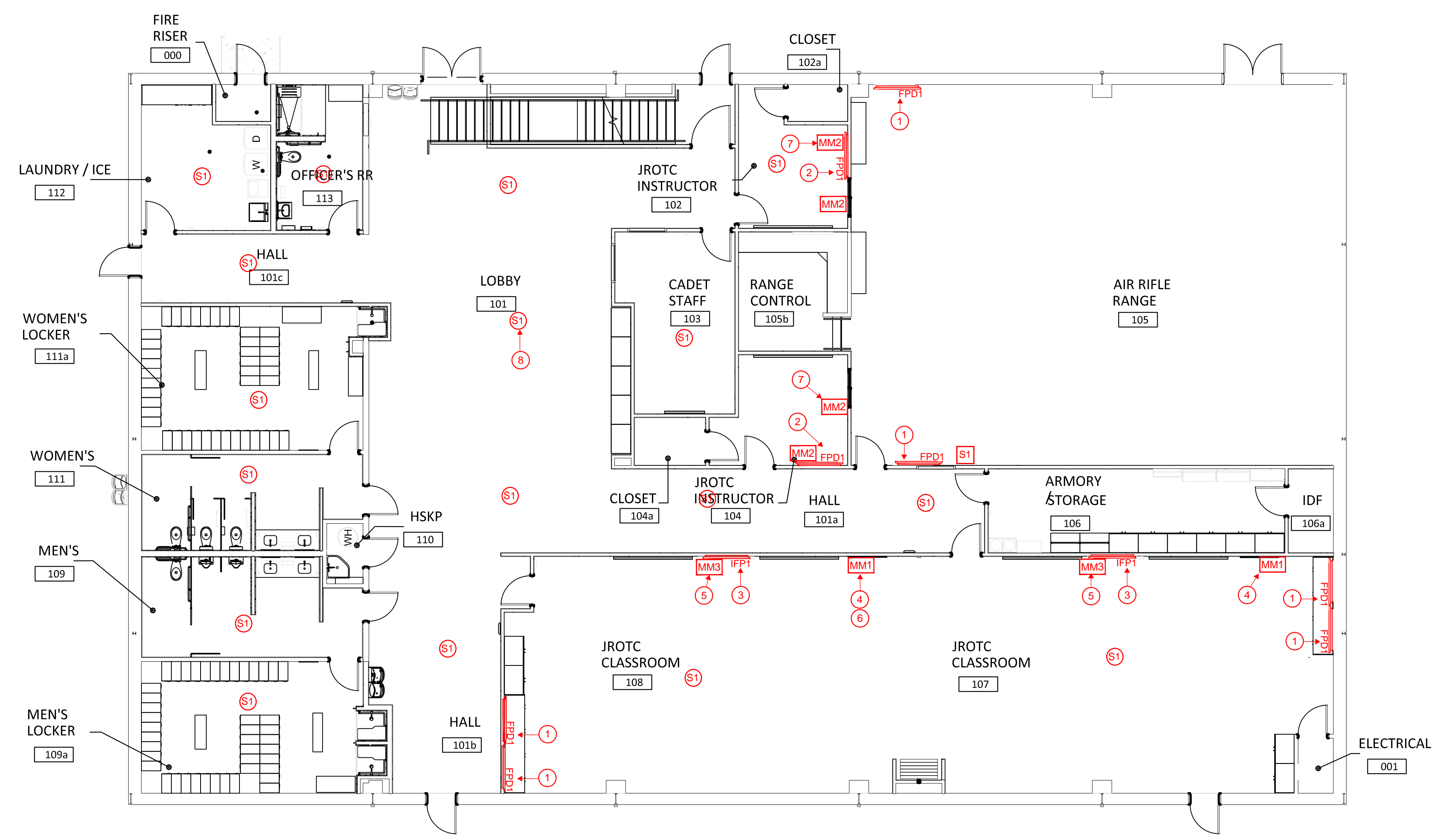
**AUDIO/VISUAL
COMPOSITE FLOOR
PLANS**

Sheet No:

TA2.01



1 AUDIO/VISUAL LEVEL 2 - COMPOSITE FLOOR PLAN
TA2.01 SCALE: 1/8" = 1'-0"



1 AUDIO/VISUAL LEVEL 1 - COMPOSITE FLOOR PLAN
TA2.01 SCALE: 1/8" = 1'-0"

04	Authorize administration to contract with Pref-Tech for Garland K-8 camera and access control upgrade to Genetec, including vape sensor installation, for \$108,639.29 and not to exceed \$115,000 with change orders.
----	--

Proposal



To:
Charles Klein
International Leadership of Texas
1651 N. Glenville Dr., Ste. 216
Richardson, TX 75081

Submitted by:

Preferred Technologies, LLC
3709 Promontory Point Drive, Ste. 106
Austin, TX 78744
Telephone: (281) 442-0550
Facsimile: (281) 449-5597

Title: International Leadership of Texas, Garland K-8 VMS Conversion – Genetec – Hanwha Conversion

Contract Number: DIR-CPO-4742

Date Submitted: 7/8/2022

Point of Contact: Alan Ham
Sales and Design Professional

Proposal Amount: \$108,639.29

Signed:

Alan Ham
Sales and Design Professional
Preferred Technologies, LLC
(346) 262-3792
alanham@pref-tech.com



P: 281.442.0550

F: 281.449.5597

www.pref-tech.com

Overview

Preferred Technologies, LLC. (Pref-Tech) will convert the existing video surveillance system for International Leadership of Texas at their Garland K-8 facility. Pref-Tech's work will be compliant with manufacturer requirements, applicable codes, and the highest industry standards.

Scope of Work

Preferred Technologies, LLC. will perform the following tasks:

- Head End Equipment and Licensing
 - Pref-Tech will provide and install (1) Genetec Streamvault SV-2011EX-R18-96T-8-216 Server appliance inside of the IDF. This server will operate as the directory server and the archiver.
 - This server will require a data drop which has been included in this proposal.
 - Pref-Tech will provide and configure the Genetec base licensing for the system on the provided server.
 - Pref-Tech will provide and configure (33) Genetec camera connection licenses to bring cameras into Genetec Omnicast.
- Pref-Tech will provide and install (33) Hanwha cameras across the facility. The following quantities will be installed. See drawings below for camera placements.
 - (7) Hanwha PNM-9084RQZ Multi-sensor cameras
 - (2) will be wall mounted.
 - (5) will be corner mounted.
 - (16) Hanwha PNM-9000VD Dual sensor cameras
 - All cameras will be ceiling mounted in ceiling tile.
 - (5) Hanwha QND-8080R Fixed Dome cameras
 - All cameras will be surface mounted.
 - (4) Hanwha PNM-9031RV Panoramic cameras
 - All cameras will be surface mounted.
 - (1) Hanwha PNV-9081 Fixed Dome camera
 - This camera will be surface mounted.
 - Note: The majority of the cameras to be installed will reuse existing data drops. (2) data drops will be provided to accommodate new camera locations.
- Pref-Tech will provide and install (4) Halo Vape Detection Sensor. These devices will be installed in (2) restroom locations. Each location will have (1) sensor installed in each of the two restrooms(men's and women's).
 - Pref-Tech will provide the necessary data drops for functionality.
- Pref-Tech Labor Service
 - Pref-Tech will provide project management services to include proper project facilitation and close out documentation to International Leadership of Texas.
 - Pref-Tech will provide programming services to properly configure the server and bring the cameras into Genetec Omnicast.
 - Pref-Tech will provide training on the (16) hours of training for IL Texas. This training can be split between users and administrators.



Assumptions

The below assumptions were applied when pricing this project. The pricing in this proposal is contingent upon the validity of these assumptions. Additional charges may result if these assumptions be found false.

- Pref-Tech's work is limited to the installation of the bill of materials listed in the Pricing Sheet.
- Others will provide all required 120VAC power.
- Others will provide all necessary network access, server and workstation permissions, and IP information.
- Others will provide physical access to all work locations.
- Others will provide necessary wall space.
- Others will provide necessary rack space.
- All data drops are in good, working order and terminate in the IDF.
- All material shipments will be standard ground. If expedited shipping is required, then extra charges may apply.
- Taxes are excluded. If taxes apply, then Pref-Tech will apply the required taxes to each invoice.



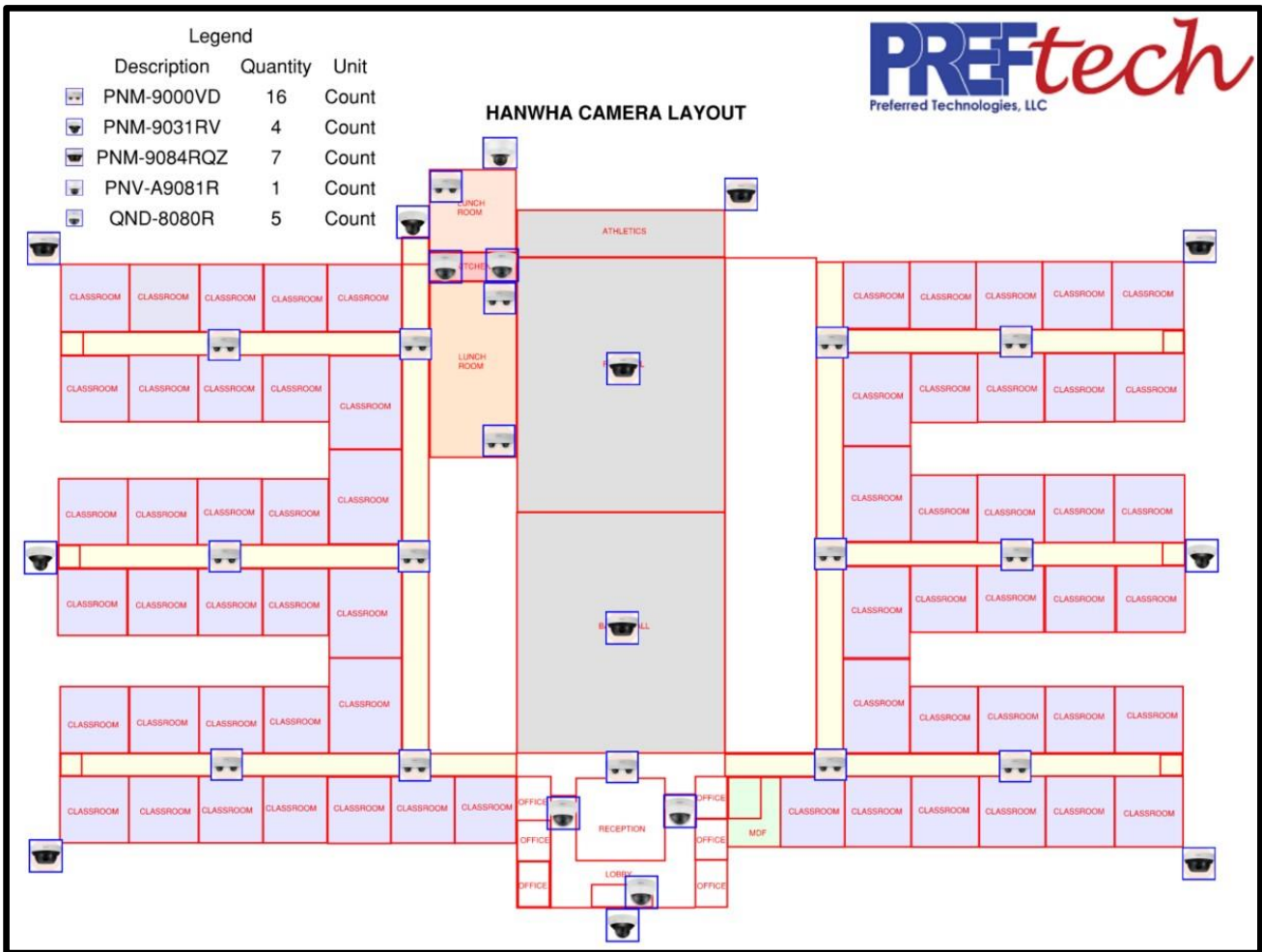
Bill of Material

COST TYPE	DIR ITEM TYPE	MANUF	PART NUMBER	BILL OF MATERIALS				MSRP			DISCOUNT		SUBTOTAL		DIR FEE		TOTAL		
				DESCRIPTION	QTY OF KITS	QTY PER KIT	TOTAL QTY	UNIT	UNIT MSRP	TOTAL MSRP	% OFF MSRP	UNIT RETAIL	TOTAL RETAIL	DIR FEE %	DIR FEE TOTAL	DIR UNIT RETAIL	DIR TOTAL RETAIL		
BOM	DIR LABOR	PREF-TECH	TRAIN	TRAIN	N/A	N/A	16.00	HR	\$ 175.00	\$ 2,800.00	15.00%	\$ 148.75	\$ 2,360.00	0.75%	\$ 1.12	\$ 17.92	\$ 149.87	\$ 2,377.92	
BOM	DIR LABOR	PREF-TECH	PROGRAMMING	PROGRAMMING	N/A	N/A	40.00	HR	\$ 175.00	\$ 7,000.00	15.00%	\$ 148.75	\$ 5,950.00	0.75%	\$ 1.12	\$ 44.80	\$ 149.87	\$ 6,094.87	
BOM	DIR LABOR	PREF-TECH	PROJECT MANAGEMENT	PROJECT MANAGEMENT	N/A	N/A	36.00	HR	\$ 175.00	\$ 6,300.00	15.00%	\$ 148.75	\$ 5,360.00	0.75%	\$ 1.12	\$ 40.32	\$ 149.87	\$ 5,509.32	
BOM	DIR KIT	PREFERRED TECHNOLOGIES, LLC	ILT-OREM H6-K6 GEN-HAN-07-09-2022	K-6 GEN-HAN	1.00	N/A	1.00	EA	\$ 95,019.57	\$ 95,019.57	15.00%	\$ 80,766.63	\$ 80,766.63	0.75%	\$ 605.75	\$ 81,372.38	\$ 81,372.38		
				GENETEC LICENSES					1.00										
BOM	DIR KIT COMPONENT	GENETEC	GSC-5.10	SOFTWARE VERSION	N/A	1.00	1.00	EA	\$ -	\$ -	28.50%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -	
BOM	DIR KIT COMPONENT	GENETEC	GSC-BASE-5.10	GENETEC SECURITY CENTER (GSC) BASE PACKAGE - VERSION 5.10 WHICH INCLUDES: 1) DIRECTORY, 5) SECURITY DESK CLIENT CONNECTIONS (INCL. WEB CLIENT), PLAN MANAGER BASIC, ALARM MANAGEMENT, ADVANCED REPORTING, SYSTEM PARTITIONING, ZONE MONITORING, 10 MODULES SUPPORT, EMAILSUPPORT, MAJORS SUPPORT (ACTUAL MAJORS SOLD SEPARATELY), SUPPORT FOR SERVER, VIRTUALIZATION, ALL SUPPORTED LANGUAGES. MUST PURCHASE A SYNCRSTIM, OMNICASTIM OR AUTOVUM BASE PACKAGE TO ENABLE ACCESS CONTROL, VIDEO, OR LIP CONTENT RESPECTIVELY.	N/A	1.00	1.00	EA	\$ -	\$ -	28.50%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -	
				LICENSES					33.00										
BOM	DIR KIT COMPONENT	GENETEC	GSC-EDU-OM-1C	1 OMNICAST EDUCATION CAMERA CONNECTION FOR K12. MUST PURCHASE OMNICAST™ EDUCATION K12 PACKAGE (GSC-EDU-OM-BASE). INCLUDES GENETEC™ ADVANTAGE FOR OMNICAST EDUCATION CAMERA CONNECTION FOR K12 - 5 YEARS.	N/A	33.00	33.00	EA	\$ -	\$ -	28.50%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -	
				LICENSES					1.00										
BOM	DIR KIT COMPONENT	GENETEC	SV-ACC-SRV-RAD05-CONF5	STREAMALL™ COMPACT ARCHIVE DRIVES AS 1X RAID 6. ONLY APPLIES TO SYSTEMS WITH THE RIGHT NUMBER OF HDDS AND RAID SUPPORT IN THE SV-1000 (PB), SV-2000 AND SV-4000 AND LIP	N/A	1.00	1.00	EA	\$ -	\$ -	28.50%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -	
BOM	DIR KIT COMPONENT	GENETEC	SV-2011EX-R18-9ET-9-216	STREAMALL™ 2000E SERIES: (2) 8000 SILVER 4010 30GBRAM (2) 240GB M.2 SSD (12) 8TB SATA (4) 10GB RJ45 PORTS (2) 10GB SFP+ PORTS (2) 100W PSU WINDOW SENSOR (2) 140 W/4K W/4K WARRANTY GENETEC™ SECURITY CENTER PRE-INSTALLED. LICENSE SOLD SEPARATELY.	N/A	1.00	1.00	EA	\$ -	\$ -	28.50%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -	
				HANWA CAMERAS					33										
				PAN-9084RQZ 4 SENSOR IP CAMERA					7.00										
				2 WALL MOUNT					2.00										
				5 CORNER MOUNT					5.00										
BOM	DIR KIT COMPONENT	HANWA	PAN-9084RQZ	2MP X 4 OUTDOOR DOME, PTRZ W/IR	N/A	7.00	7.00	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -	
BOM	DIR KIT COMPONENT	HANWA	SBP-317MMW	HANGING MOUNT (WHITE)	N/A	7.00	7.00	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -	
BOM	DIR KIT COMPONENT	HANWA	SBP-300MMW	WALL MOUNT (WHITE)	N/A	2.00	2.00	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -	
BOM	DIR KIT COMPONENT	HANWA	SBP-300BW	INSTALLATION BACK BOX	N/A	2.00	2.00	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -	
BOM	DIR KIT COMPONENT	HANWA	SBP-390MMW2	WALL MOUNT ARM (WHITE) FOR CORNER AND POLE	N/A	5.00	5.00	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -	
BOM	DIR KIT COMPONENT	HANWA	SBP-309MMW1	CORNER MOUNT ADAPTER (WHITE)	N/A	5.00	5.00	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -	
BOM	DIR KIT COMPONENT	DITEK	DTK-ARJPOES	ETHERNET SURGE PROTECTOR, POE+HPKEL, CAT 5E/6A, SHIELDED RJ45 CONNECTOR, 1/10 GBPS, 48 VOLT, 1.5 AMPERE, 3" LENGTH X 1.7" WIDTH X 1.2" HEIGHT ABS PLASTIC	N/A	7.00	7.00	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -	
BOM	DIR KIT COMPONENT	TBD	MSC-CAM-ST	MISCELLANEOUS MATERIALS FOR CAMERA SET UP SCREWS, CONNECTORS AND THE LIKE	N/A	7.00	7.00	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -	
BOM	DIR KIT COMPONENT	PREF-TECH	PT-LABOR-ST	LABOR TO INSTALL CAMERA	N/A	7.00	7.00	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -	
				PAN-9000V2 2 SENSOR IP CAMERA					16.00										
				16 CEILING MOUNT					16.00										
BOM	DIR KIT COMPONENT	HANWA	PAN-9000VD	2MP X 2 OUTDOOR DOME	N/A	16.00	16.00	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -	
BOM	DIR KIT COMPONENT	HANWA	SMS-SL5M460D	1/1.8" 8MP CMOS with a 4.6mm fixed lens	N/A	32.00	32.00	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -	
BOM	DIR KIT COMPONENT	ATLAS SOUND	B1-4	TILE BRIDGE ASSEMBLY FOR USE WITH 01-4	N/A	16.00	16.00	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -	
BOM	DIR KIT COMPONENT	TBD	MSC-CAM-ST	MISCELLANEOUS MATERIALS FOR CAMERA SET UP SCREWS, CONNECTORS AND THE LIKE	N/A	16.00	16.00	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -	
BOM	DIR KIT COMPONENT	PREF-TECH	PT-LABOR-ST	LABOR TO INSTALL CAMERA	N/A	16.00	16.00	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -	
				QND-800R FIXED DOME IP CAMERA					5.00										
				5 CEILING MOUNT					5.00										
BOM	DIR KIT COMPONENT	HANWA	QND-800R	8MP IR OUTDOOR DOME	N/A	5.00	5.00	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -	
BOM	DIR KIT COMPONENT	TBD	MSC-CAM-ST	MISCELLANEOUS MATERIALS FOR CAMERA SET UP SCREWS, CONNECTORS AND THE LIKE	N/A	5.00	5.00	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -	
BOM	DIR KIT COMPONENT	PREF-TECH	PT-LABOR-ST	LABOR TO INSTALL CAMERA	N/A	5.00	5.00	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -	
				PAN-9031RV 180 PANORAMIC IP CAMERA					4.00										
				4 CEILING MOUNT					4.00										
BOM	DIR KIT COMPONENT	HANWA	PAN-9031RV	15 MP 180 PANORAMIC IP CAMERA	N/A	4.00	4.00	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -	
BOM	DIR KIT COMPONENT	TBD	MSC-CAM-ST	MISCELLANEOUS MATERIALS FOR CAMERA SET UP SCREWS, CONNECTORS AND THE LIKE	N/A	4.00	4.00	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -	
BOM	DIR KIT COMPONENT	PREF-TECH	PT-LABOR-ST	LABOR TO INSTALL CAMERA	N/A	4.00	4.00	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -	
				PAN-9081R FIXED DOME IP CAMERA					1.00										
				1 CEILING MOUNT					1.00										
BOM	DIR KIT COMPONENT	HANWA	PAN-9081R	4K FIXED DOME IP CAMERA	N/A	1.00	1.00	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -	
BOM	DIR KIT COMPONENT	TBD	MSC-CAM-ST	MISCELLANEOUS MATERIALS FOR CAMERA SET UP SCREWS, CONNECTORS AND THE LIKE	N/A	1.00	1.00	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -	
BOM	DIR KIT COMPONENT	PREF-TECH	PT-LABOR-ST	LABOR TO INSTALL CAMERA	N/A	1.00	1.00	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -	
				WAVE COLLECTION HALO VAPE SENSORS					4.00										
BOM	DIR KIT COMPONENT	IP VIDEO	PZ-HALO2	HALO IOT SMART SENSOR V2	N/A	4.00	4.00	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -	
BOM	DIR KIT COMPONENT	TBD	MSC-CAM-ST	MISCELLANEOUS HARDWARE FOR CAMERA SET UP	N/A	4.00	4.00	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -	
BOM	DIR KIT COMPONENT	PREF-TECH	PT-LABOR-ST	LABOR TO INSTALL VAPE SENSOR	N/A	4.00	4.00	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -	



STRUCTURED CABLING																				
SINGLE CAT 6 SECURITY DROP YELLOW																				
BOM	DIR KIT COMPONENT	COMMSCOPE	CMP-0042C234-05	CMP-0042C234-05	CS-UNPRIS CS24P YEL C6 423 LU/TP CRK 1KFT 23-4P UTP-PLENUM SOL CATE CS24P YELLOW RIGID UNP01011410	NA	1750.00	1750.00	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -	
BOM	DIR KIT COMPONENT	COMMSCOPE	909630	CS-UNPRIS UN060-YL	UNPRISE MODULAR RJ45 JACK CAT 6, UTP 8 POSITION, YELLOW (MD #F063775)	NA	14.00	14.00	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -	
BOM	DIR KIT COMPONENT	COMMSCOPE	MM3-COMC6-05	CS-UNPRIS UC1BB2-09F03	CBL ASSY MOD 24-4PR STR CATE T568B 3FT YELLOW UC1BB2-09F03	NA	7.00	7.00	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -	
BOM	DIR KIT COMPONENT	COMMSCOPE	MM5-COMC6-05	CS-UNPRIS UC1BB2-09F05	CBL ASSY MOD 24-4PR STR CATE T568B 5FT YELLOW UC1BB2-09F05	NA	7.00	7.00	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -	
BOM	DIR KIT COMPONENT	COMMSCOPE	190289	CS-COMMSKO M1015MB-B-262	1-PORT SURFACE MNT BRACKETED ICONABLE M-SERIES 107984015 WHITE	NA	7.00	7.00	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -	
BOM	DIR KIT COMPONENT	PREF-TECH	CUSTOM		CABLE LABEL	NA	14.00	14.00	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -	
GENERAL CONDITIONS																				
GC5	DIR MATERIAL	PREF-TECH	ILT-GREM-HB-PERDIEM-07-06-2022		PER DIEM	NA	NA	1.00	EA	\$ 7,344.91	\$ 7,344.91	0.00%	\$ 7,344.91	\$ 7,344.91	0.75%	\$ 55.09	\$ 55.09	\$ 7,400.00	\$ 7,400.00	
GC5	DIR MATERIAL	PREF-TECH	ILT-GREM-HB-TRAVEL-07-06-2022		TRAVEL	NA	NA	1.00	EA	\$ 3,566.40	\$ 3,566.40	0.00%	\$ 3,566.40	\$ 3,566.40	0.75%	\$ 26.75	\$ 26.75	\$ 3,593.15	\$ 3,593.15	
MSRP TOTAL										\$ 124,486.09										
SUBTOTAL										\$ 107,838.15										
DIR FEE										\$ 808.14										
TOTAL										\$ 108,636.29										

New Camera Locations



P: 281.442.0550

F: 281.449.5597

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Acceptance of Proposal

The Pref-Tech team thanks you for allowing us the opportunity to work with you on this project. To accept this proposal and allow Pref-Tech to proceed with the scope of work outlined above, please sign below and fax or email to your account executive.

My signature below constitutes acceptance of this proposed scope of work and the Terms and Conditions provided.

Signature

Name and Title

Company

Date



Terms and Conditions

This proposal is valid for 30 days.

This Proposal is subject to change based on unknown items that may occur as result of COVID-19 such as material delays, labor shortages, jobsite disruptions or governmental intervention. Even as the US is experiencing a wind-down, manufactures and production facilities are feeling the impacts limited by international imports (such as chip shortages), health and safety concerns, as well as economic impacts to their business. Lead times and production may be extended without warning. Projects with critical completion schedules should be coordinated with your **Pref-Tech SDP**.

Invoicing:

- **Pref-Tech will Order and Invoice for 100% of the materials for the total contract amount.** This includes (but is not limited to) all material, software, consumables, and other items deemed necessary for the project.
- **Customer expressly allows Pref-Tech to invoice for stored materials.** Pref-Tech will store materials at the customer location or in the Pref-Tech bonded and insured warehouse and provide backup documentation with inventories by part number, pictures, etc., as requested by the Customer.
- **Customer expressly allows Pref-Tech to submit progressive invoices based upon completed work percentage or other production milestone.**

Payment terms are NET 30 days from the date of invoice. Past due amounts shall incur interest at 8% per annum, accrued daily from the date due (NET 30) until paid in full.

Pref-Tech may elect to preserve our right to perfect a bond or lien by sending notices in accordance with statutory requirements.

Any change to the scope of work or materials described in this proposal involving extra cost will only be effective upon the execution of a written change order by involved parties.

Pricing is conditional upon unrestricted access to all applicable areas where work is to be performed or access to and from areas where work is to be performed. Unless otherwise noted, the scope of work shown in this proposal is to be performed without delays. Additional trip charges may apply if delays caused by reasons outside of Pref-Tech’s control are incurred.

Pref-Tech will guarantee all material and workmanship for a period of one year from the completion of the work included in this proposal. The warranty will commence upon final project acceptance and will terminate the 365th day beyond the date of final acceptance, regardless of warranty work conducted during the warranty period. The Owner is responsible for troubleshooting and identifying faults covered under this warranty. Additional fees may apply if Pref-Tech must troubleshoot issues for the Owner and/or if, during the course acting on a warranty request, Pref-Tech determines that the issue was not generated by failures in material or workmanship. Except for the foregoing warranty, Preferred Technologies specifically disclaims all other warranties, express or implied, including but not limited to the warranties of merchantability and of fitness for a particular purpose.

Pref-Tech shall not be liable for any special, consequential, incidental or exemplary damages or loss. Pref-Tech will not be responsible for equipment or parts which are in disrepair due to misuse, accident or mishandled by others not authorized to service this equipment during our agreement time. Pref-Tech will not be responsible for damages caused by fire, the elements, civil commotion, and malicious mischief, negligence of the customer, its agents or acts of God.

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05

Authorize administration to contract with Pref-Tech for Charter-wide upgrade of cameras, access control, and environmental sensors via installation of servers in the data center to provide a centralized, enterprise, secure solution for \$285,017.63 and not to exceed \$300,000 with change orders.

Proposal



To:
Charles Klein
International Leadership of Texas
1651 N. Glenville Dr., Ste. 216
Richardson, TX 75081

Submitted by:

Preferred Technologies, LLC
3709 Promontory Point Drive, Ste. 106
Austin, TX 78744
Telephone: (281) 442-0550
Facsimile: (281) 449-5597

Title: International Leadership of Texas, Genetec Servers
Contract Number: DIR-CPO-4742
Date Submitted: 7/8/2022
Point of Contact: Alan Ham
Sales and Design Professional
Proposal Amount: \$285,017.63

Signed:

Alan Ham
Sales and Design Professional
Preferred Technologies, LLC
(346) 262-3792
alanham@pref-tech.com



P: 281.442.0550

F: 281.449.5597

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Overview

Preferred Technologies, LLC. (Pref-Tech) will provide servers in the data center to support the Genetec system. Pref-Tech's work will be compliant with manufacturer requirements, applicable codes, and the highest industry standards.

Scope of Work

Preferred Technologies, LLC. will perform the following tasks:

- Pref-Tech will provide and install (6) Genetec Streamvault servers inside of International Leadership of Texas' data center. This server configuration will provide 60-days of video retention for up to 10 locations. If parameters of recording changes, or more locations are added, additional servers could be required. All servers will be equipped with iDRAC for remote management.
 - (1) Streamvault SV-2020E appliance will be provided and will function as the Directory and Access Manager roles.
 - (5) Streamvault SV4020EX appliances will be provided and will function as Archiver roles for the Genetec VMS.
- Pref-Tech Labor Service
 - Pref-Tech will provide project management services to include proper project facilitation and close out documentation to International Leadership of Texas.
 - Pref-Tech will provide programming services to configure the Genetec Servers.

Assumptions

The below assumptions were applied when pricing this project. The pricing in this proposal is contingent upon the validity of these assumptions. Additional charges may result if these assumptions be found false.

- Pref-Tech's work is limited to the installation of the bill of materials listed in the Pricing Sheet.
- Others will provide all required 120VAC power.
- Others will provide all necessary network access, server and workstation permissions, and IP information.
- Others will provide physical access to all work locations.
- Others will provide necessary wall space.
- Others will provide necessary rack space.
- All material shipments will be standard ground. If expedited shipping is required, then extra charges may apply.
- Taxes are excluded. If taxes apply, then Pref-Tech will apply the required taxes to each invoice.



Bill of Material

BILL OF MATERIALS										MSRP		DISCOUNT		SUBTOTAL		DIR FEE		TOTAL	
DIR ITEM TYPE	MANUF	PART NUMBER	DESCRIPTION	QTY OF KITS	QTY PER KIT	TOTAL QTY	UNIT	UNIT MSRP	TOTAL MSRP	% OFF MSRP	UNIT RETAIL	TOTAL RETAIL	DIR FEE %	DIR FEE TOTAL	DIR FEE TOTAL	DIR UNIT RETAIL	DIR TOTAL RETAIL		
DIR KIT																			
DIR KIT	PREFERRED TECHNOLOGIES, LLC	ILT-DATACENT-SERVER PROJECT-07082022	SERVER PROJECT	1.00	N/A	1.00	EA	\$ 326,591.80	\$ 326,591.80	15.00%	\$ 277,603.03	\$ 277,603.03	0.75%	\$ 2,082.02	\$ 2,082.02	\$ 279,685.05	\$ 279,685.05		
60 DAY OPTION																			
DIR KIT COMPONENT	GENETEC	SV-4020EX-R26-416T-16-216	STREAMMAULT™ 4020EX SERIES - 2U 20-BAY APPLIANCE 416TB RAW RAID 6 2X XEON SILVER 4216 32GB RAM 2X 240GB M.2 SSD 26X 16TB NLSAS 2X 1GBE RJ45 2X 10GB SFP+ 2X 1100W PSU WINDOWS SERVER 2019 STANDARD 5YR NBD K/H/O WARRANTY - GENETEC™ SECURITY CENTER PRE-INSTALLED. LICENSE SOLD SEPARATELY.	N/A	5.00	5.00	EA	\$ -	\$ -	28.50%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -		
DIR KIT COMPONENT	GENETEC	SV-2020E-R14-36T4-210	STREAMMAULT™ 2020E SERIES - 2U 14-BAY APPLIANCE 36TB RAW RAID 5 1X XEON SILVER 4210 16GB RAM 2X 240GB M.2 SSD 8X 4TB NLSAS 4X 1GBE RJ45 2X 1100W PSU WINDOWS SERVER 2019 STANDARD 5YR NBD K/H/O WARRANTY - GENETEC™ SECURITY CENTER PRE-INSTALLED. LICENSE SOLD SEPARATELY.	N/A	1.00	1.00	EA	\$ -	\$ -	28.50%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -		
DIR KIT COMPONENT	TBD	MISC. SERVER	MISCELLANEOUS MATERIALS TO INSTALL SERVERS, BRACKETS, BOLTS, SCREW, AND CABLES.	N/A	6.00	6.00	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -		
DIR KIT COMPONENT	GENETEC	SV-E-ACC-SRV-IDRAC-ENT-14G	IDRAC ENTERPRISE LICENSE 14G SERVERS - ONLY AVAILABLE FOR APPLIANCES THAT COME WITH IDRAC EXPRESS.	N/A	1.00	1.00	EA	\$ -	\$ -	28.50%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -		
PROJECT IMPLEMENTATION																			
DIR KIT COMPONENT	PREF-TECH	PROGRAMMING	PROGRAMMING	N/A	1.00	1.00	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -		
DIR KIT COMPONENT	PREF-TECH	PROJECT MANAGEMENT	PROJECT MANAGEMENT	N/A	1.00	1.00	EA	\$ -	\$ -	0.00%	\$ -	\$ -	0.75%	\$ -	\$ -	\$ -	\$ -		
GENERAL CONDITIONS																			
DIR MATERIAL	PREF-TECH	ILT-DATACENT-PERDIEM-07082022	PER DIEM	N/A	N/A	1.00	EA	\$ 4,197.10	\$ 4,197.10	0.00%	\$ 4,197.10	\$ 4,197.10	0.75%	\$ 31.48	\$ 31.48	\$ 4,228.58	\$ 4,228.58		
DIR MATERIAL	PREF-TECH	ILT-DATACENT-TRAVEL-07082022	TRAVEL	N/A	N/A	1.00	EA	\$ 1,095.78	\$ 1,095.78	0.00%	\$ 1,095.78	\$ 1,095.78	0.75%	\$ 8.22	\$ 8.22	\$ 1,104.00	\$ 1,104.00		
									MSRP TOTAL			SUBTOTAL		DIR FEE		TOTAL			
									\$ 331,884.68			\$ 282,895.91		\$ 2,121.72		\$ 285,017.63			

Acceptance of Proposal

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Name and Title

Company

Date



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Pref-Tech shall not be liable for any special, consequential, incidental or exemplary damages or loss. Pref-Tech will not be responsible for equipment or parts which are in disrepair due to misuse, accident or mishandled by others not authorized to service this equipment during our agreement time. Pref-Tech will not be responsible for damages caused by fire, the elements, civil commotion, and malicious mischief, negligence of the customer, its agents or acts of God.

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06	Approve/Ratify contracts between June 13-July 25, 2022
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Contracts to be Ratified 8.15.2022 - 8.21.2022

<u>Department</u>	<u>Contract Subject Matter</u>	<u>Project Title</u>	<u>Contract Cost</u>
district	insurance coverage - medical, prescription, death/dismemberment	CISI (insurer) J-1 medical insurance coverage	\$250,000.00
BG Ramirez K-8	BG Ramirez K-8 HVAC Commissioning services	BG Ramirez K-8 HVAC Commissioning services with DBR Engineering Consultants, Inc.	\$105,950.00
HQ for the district	support grades 7-12 college, career, technical ed	Xello renewal	\$44,102.15
HQ for the district	support grades 7-12 college, career, technical ed	Xello renewal	\$42,065.00
SPED	Licensed Specialist in School Psychology	LSSP_Diversified Behavioral	\$35,000.00
Operations Department	renewal of landscaping contract for CSK8	Healthcare_22-23 CSK8 landscaping contract renewal_Wood Landscaping & Irrigation_22-23	\$25,212.00
GHS MCJROTC	GHS MCJROTC Storm Shelter ICC 500 Peer Review	GHS MCJROTC Storm Shelter ICC 500 Peer Review with Jensen Hughes, Inc.	\$22,000.00
Heritage K-8	Heritage K-8 Storm Shelter ICC 500 Peer Review 3rd party storm shelter review	Heritage K-8 Storm Shelter ICC 500 Peer Review 3rd party storm shelter review with Jensen Hughes, Inc.	\$22,000.00
AGPHS	AGPHS Storm Shelter ICC 500 Peer Review 3rd party storm shelter review	AGPHS Storm Shelter ICC 500 Peer Review 3rd party storm shelter review With Jensen Hughes, Inc.	\$22,000.00
C & I Department	Seidlitz Education Professional Development	Talk, Read, Talk, Write	\$6,400.00
Operations Department	medical waste pickup for BG Ramirez	Medical Waste for BG Ramirez_MedPro_22-23	\$3,120.00

Instructional Technology	Amplified Support for Google for Education	Amplified Support for Google for Education CDW 2022	\$0.00
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Contracts to be Ratified 6.21.2022 - 7.25.2022

<u>Department</u>	<u>Contract Subject Matter</u>	<u>Project Title</u>	<u>Contract Cost</u>
C&I	C&I	Nearpod Renewal	\$131,000.00
C&I	Science	Edusmart	\$116,808.00
HQ Math Department	Professional Development	Great Minds Professional Development	\$81,800.00
Counseling Department	Bullying Prevention, Drug and Alcohol Prevention, Human Sexuality	Youth Equipped to Succeed (YES) formerly called Aim for Success	\$54,025.00
Counseling Department	Rhithm App Wellness Check-in Tool and Data Analytics	Rhithm	\$53,325.00
Operations-Transportation	renewal of commercial 2-way push to talk service for bus radios rental	bus radio rental_Megahertz Technology, inc._ 22-24	\$43,680.00
Counseling Department	Counseling Curriculum	Rethink Ed	\$27,225.00
Curriculum Math director	Math	Seidlitz Math PD 22/23	\$25,600.00
C&I	Science	Edusmart - BG Ramirez	\$6,680.00
Curriculum	Professional Development	Workshop: Engaging Learners	\$6,500.00
SPED	Audiology Health Therapy	Audiology_DotComTherapy_22-23	\$3,246.00
EL Dept.	Professional Development to New Teachers	IXL Training for New Teachers	\$1,795.00
AOH	Senior Portraits	Lifetouch - Senior Portraits	\$0.00
College Station K8	Coding for students at ILTexas	Code_Knights_2022	\$0.00
Child Nutrition	Authorization for User Access Management	TexasDepartmentOfAgriculture_AuthorizationForUserAccessManager_2022	\$0.00

07	Approve Selection and Adoption of Instructional and Library Policy (Policy 2.27)
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SELECTION AND ADOPTION OF INSTRUCTIONAL AND LIBRARY MATERIALS PG-2.27 DATE ISSUED: May 15, 2022 1 of 4 © 2022 ILTexas. Incorporates with permission materials © 2018 Schulman, Lopez, Hoffer & Adelstein, LLP, all rights reserved.

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Sec. 2.27.1. DEFINITIONS

“Instructional materials” means content that conveys the essential knowledge and skills of a subject in the school curriculum through a medium or a combination of media for conveying information to a student. The term includes a book, supplementary materials, a combination of a book, workbook and supplementary materials, computer software, magnetic media, DVD, CDROM, computer courseware, on-line services, or an electronic medium, or other means of conveying information to the student or otherwise contributing to the learning process through electronic means, including open-source instructional material, as defined by Texas Education Code 31.1002(1-a), (1),

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“Library materials”, whether held in a formal school library or in a classroom, are defined as electronic, print, and nonprint resources, excluding textbooks, for independent use by students and faculty outside of the Charter's core educational program.

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“Open-source instructional material” is electronic instructional material that is available for downloading from the Internet at no charge to a student and without requiring the purchase of an unlock code, membership, or other access or use charge, except for a charge to order an optional printed copy of all or part of the instructional material. Texas Education Code 31.002(1-a).

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“Technological equipment” is hardware, a device, or equipment necessary for instructional use in the classroom, including to gain access to or enhance the use of electronic instructional materials; or professional use by a classroom teacher. Texas Education Code 31.002(4).

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Sec. 2.27.2. LOCAL SELECTION

INTERNATIONAL LEADERSHIP OF TEXAS (“ILTexas”) shall establish a team, as needed, to select instructional materials and technological equipment to be purchased with ILTexas’s instructional materials allotment. The team shall make selections based upon ILTexas’s instructional needs and in accordance with administrative regulations. The instructional materials allotment team shall ensure that selected materials, in combination with any other materials in use by ILTexas, allow ILTexas to certify that all students are provided with instructional materials that cover the essential knowledge and skills, as required by law. The Board shall select instructional materials in an open meeting as required by the Texas Open Meetings Act, including public notice. 19 TAC 66.104(a).

Sec. 2.27.2.1. Notice to SBOE

Each year, during a period established by the SBOE, the Board shall notify the SBOE of instructional materials selected in accordance with [Texas](#) Education Code 31.101. Education Code 31.101(a).

Sec. 2.27.2.1.1. Foundation Curriculum

For subjects in the foundation curriculum, the Board shall notify the SBOE of the instructional materials it selects from the instructional materials list, including the Commissioner's instructional materials list. [Texas](#) Education Code 31.101(a)(1).

Sec. 2.27.2.1.2. Enrichment Textbooks

-For a subject in the enrichment curriculum, the Board shall notify the SBOE of instructional material it selects from the instructional materials list, including the Commissioner's instructional materials list, or that it selected materials that do not appear on the list. [Texas](#) Education Code 31.101(a)(2).

Sec. 2.27.2.2. Supplemental Materials

The Board may select supplemental instructional materials adopted by the SBOE, as set forth at Education Code 31.035. If the Board selects supplemental instructional materials, ILTexas shall certify to TEA that the supplemental instructional materials, in combination with any other instructional materials or supplemental instructional materials used by ILTexas, cover the essential knowledge and skills for the course. [Texas](#) Education Code 31.035(d), (f).

Sec. 2.27.2.3. Open-Source Material

ILTexas may adopt state-developed open-source instructional material at any time, regardless of the instructional material review and adoption cycle. [Texas](#) Education Code 31.073(c).

Sec. 2.27.2.4. Special Education

Adopted instructional materials shall be supplied to a student in special education classes as appropriate to the level of the student's ability and without regard to the grade for which the instructional material is adopted or the grade in which the student is enrolled. 19 TAC 66.104(m).

Sec. 2.27.2.5. Duration of Selection Sec.

[Sec 2.27.2.5.1. Listed Materials](#)

If ILTexas selects subscription-based instructional material on the SBOE instructional materials list or electronic instructional material on the Commissioner's instructional materials list, ILTexas may cancel the subscription and subscribe to new instructional

materials on the SBOE list or electronic instructional material on the Commissioner's list before the end of the state contract period if:

1. ILTexas has used the instructional material for at least one school year; and
- ~~1-2.~~ ~~2-~~ TEA approves the change based on a written request to TEA by ILTexas that specifies the reasons for changing the electronic textbook or instructional material used by ILTexas. [Texas](#) Education Code 31.101(e).

Sec. 2.27.2.5.2. Other Materials

For instructional material that is not on the instructional materials list, ILTexas must use the instructional material for the period of the review and adoption cycle the SBOE has established for the subject and grade level for which the instruction material is used. [Texas](#) Education Code 31.101(d).

Sec. 2.27.3. OWNERSHIP AND DISTRIBUTION OF INSTRUCTIONAL MATERIALS

Each instructional material purchased by ILTexas is the property of ILTexas. Electronic instructional material purchased by ILTexas is the property of ILTexas only to the extent of any applicable licensing agreement. The Board shall distribute printed instructional material to students in a manner that the Board determines is the most effective and economical. [Texas](#) Education Code 31.102.

Sec. 2.27.4. CRIMINAL OFFENSE

A Board member, administrator, or teacher commits an offense if the person receives any commission or rebate on any instructional materials or technological equipment used in the schools with which the person is associated. A Board member, administrator, or teacher commits an offense if the person accepts a gift, favor, or service that:

1. Is given to the person or the person's school;
2. Might reasonably tend to influence the person in the selection of instructional material or technological equipment; and
3. Could not be lawfully purchased with funds from the state textbook fund.

"Gift, favor, or service" does not include:

1. Staff development, in-service, or teacher training; or
2. Instructional materials, such as maps or worksheets, that convey information to the student or otherwise contribute to the learning process. [Texas](#) Education Code [Section 31.152](#). ~~Incorporates with permission materials © 2018 Schulman,~~

Sec. 2.27.5. REQUESTS FOR SUPPLIES

Employees should initiate requests for instructional supplies through the Principal.

Sec. 2.27.6. EMPLOYEE TRAINING The Board shall require the employee responsible for ordering instructional materials to complete TEA-developed training in the use of the Instructional Materials Allotment and the use of the instructional materials ordering system. ~~Training shall be completed in accordance with 19 TAC 66.107(d).~~

Sec. 2.27.7- LIBRARY MATERIALS

This policy provides criteria for the selection, removal, and replacement of library materials, focused on maximizing transparency with parents and community members while meeting student needs to provide supplemental enrichment in their learning with appropriate materials. Through the provision of these library materials, the Charter shall recognize that parents hold an essential role in the education of their children and have the right to guide what their children read.

Sec. 2.27.7.1 SELECTION CRITERIA

ILTexas shall apply the standards, dimensions, and expectations as defined by rule 13 TAC §4.1, and any related guidance including the Texas State Library and Archives Commission's Guidance for School Libraries on Collection Development, as well as the School Library Programs: Standards and Guidelines for Texas to evaluate and set goals for the school library collection in alignment with board-approved policies and procedures.

In addition to the above criteria for selection, all material should be appropriate for students. Texas Penal Code §43.24(a)(2) describes harmful material as material whose dominant theme taken as a whole:

- (1) appeals to the prurient interest of a minor, in sex, nudity, or excretion;
- (2) is patently offensive to prevailing standards in the adult community as a whole with respect to what is suitable for minors; and
- (3) is utterly without redeeming social value for minors.

It is an offense in Texas to distribute this material in violation of Texas Penal Code §43.24(b). No library material shall be used if it contains content that can meet the harmful material standard. Finally, collection development policies must demonstrate a commitment to compliance with the Children's Internet Protection Act (CIPA) as specified in 47 U.S.C. §254(h)(5), including technology protection measures. In addition, ILTexas shall specifically not select library materials that deal with Human Sexuality as the focus of its content.

Sec. 2.27.7.2 -APPROVAL OF SELECTED LIBRARY MATERIALS

The legal responsibility for the purchase of all library materials is vested in the Board. The Board will provide final approval for all new materials added to the library. Recommendations for new material and reorders of existing materials shall be made by

the Charter level Director of Instructional Technology and Library Services or similar administrator designated by the Superintendent. This individual, with the assistance of other school personnel, shall discharge this obligation consistent with the Board's adopted selection criteria and procedures.

Sec. 2.27.7.3 SELECTION CRITERIA

The ILTexas- library supervisor or designated administrator shall work cooperatively with library staff, faculty, and the administration to interpret and guide the application of this policy in making selections. To ensure parental engagement, the Charter shall make the selection process of library materials readily available for parental review, with a list of all library materials posted on-line on the Charter's website, and the content of all materials available for direct review during reasonable hours specified for such review.

Each item selected shall:

1. Support and enrich the curriculum and/or students' personal interests and learning;
2. Meet high standards in literary, artistic, and aesthetic quality; technical aspects; and physical format;
3. Be appropriate for the subject area, and for the age, intellectual development, and ability level of the students for whom the materials are selected;
4. For non-fiction resources, incorporate accurate and authentic factual content from authoritative sources;
5. Earn favorable reviews in standard reviewing sources and/or favorable recommendations based on preview and examination of materials by professional personnel; and,
6. Balance cost with need.

In addition to the above criteria, fiction, narrative nonfiction (memoirs and biographies), and graphic novels must each meet the following selection criteria, with ILTexas determining that such materials:

1. Are integral to the instructional program.
2. Reflect the interests and needs of the students and faculty.
3. Are appropriate for the reading levels and understanding of students.
4. Are included because of their literary or artistic value and merit.
5. If narrative nonfiction, present information with the greatest degree of accuracy and clarity.
6. In no instance shall materials on Human Sexuality be acquired.

Sec. 2.27.7.4 -REVIEW OF MATERIALS FOR SELECTION

Prior to any material being selected for inclusion, a library material shall ~~behave been~~ read, reviewed, or recommended for inclusion by the ILTexas library supervisor or

individual(s) designated by that supervisor. If more support and/or resources are needed for this review, the Board may approve the engagement of a cooperative of other Texas public schools and rely upon the recommendation of that cooperative.

2.27.7.5 -ACQUISITION PROCEDURES

The ILTexas Library supervisor or designated administrator shall select material based on their own expertise and solicit recommendations from others. Recommendations for library acquisitions shall involve administrators, teachers, other Charter personnel, parents, and community representatives, as appropriate.

Selection of materials is an ongoing process that includes the removal of collections deemed by the Board or its delegates to be no longer appropriate and the periodic replacement or repair of materials still of educational value.

School library materials orders shall be approved by the ILTexas library supervisor or designee, for both orders at the Charter and campus level.

When acquiring new library material content, not previously [approved or currently in inventory](#) acquired, the ILTexas librarian or designee shall submit a list to the Superintendent for inclusion in a board agenda. The Board shall be provided the list at least thirty days prior to action.

Individual board member review. If any board member questions or desires further information on any title or author, he/she shall contact the Superintendent at least fifteen (15) days before board action. The Superintendent or designee shall then contact the ILTexas library supervisor to obtain copies of professional reviews of any library material in question. If so desired, the board member can obtain a copy of the library material from another source.

Board action. The order for library materials in its entirety, including any materials in question by individual board members, shall be presented to the Board following the 30-day review period. Prior to voting, individual Board members shall have an opportunity to present their rationale for desiring to exclude certain books from the order, with amendments to the proposed list considered either as a group or individually, depending on board action. After Board approval, the final list shall be processed for order. As the new materials are received, they shall be checked against a master list of materials ordered.

The selection and acquisition of the digital library collection will follow the same policies and procedures as the physical library collection. The Charter shall ensure that the method by which students access the digital library will allow students only to access age/grade-appropriate content. The curator will apply access levels by consulting the peer-reviewed recommended age group, Charter librarians, and educators. Access levels shall be applied as:

<u>Recommended Ages</u>	<u>Grade Span</u>	<u>Content Level Access</u>
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<u>4-10</u>	<u>K-5</u>	<u>Juvenile</u>
<u>11-13</u>	<u>6-8</u>	<u>Middle School</u>
<u>14+</u>	<u>9-12</u>	<u>High School</u>
<u>Adult</u>	<u>9-12</u>	<u>High School</u>

TexQuest digital resources.

TexQuest is the Texas State Library and Archives Commission's (TSLAC's) electronic instructional re-sources program for public schools. Charter participation in Tex-Quest is voluntary. TexQuest is supported by the Texas Legisla-ture and by participation fees paid by school districts and open enrollment charter schools. TSLAC administers all aspects of the TexQuest program and coordinates with Charters on the implementation and management of any TexQuest resources the school system selects to make available for its students.

TSLAC licenses resources for the TexQuest program following state procurement practices and with opportunities for community input. Professional librarians evaluate resources for inclusion in the program based on the TexQuest Collection Development Policy and actively manage the resulting contracts. Use of any or all TexQuest digital resources and e-books remains a Board decision.

2.27.7.6- Challenge Proceedures

A parent of an ILTexas student may formally challenge library material used in the Charter's educational program on the basis of appropriateness. The school receiving a complaint about the appropriateness of a library material shall try to resolve the matter informally through a telephone conference or meeting between the complainant and the school librarian, designated campus administrator, or ILTexas library supervisor. The conference may also include other necessary staff members as deemed appropriate by the ILTexas library supervisor.

If the complainant wishes to file a formal request for reconsideration, a copy of the "Request for Reconsideration of Library Materials" form shall be provided to the complainant by the ILTexas library supervisor or appropriate administrator. The following shall apply:

1. All formal concerns regarding library materials shall be sub-mitted on the form provided by the Charter. ~~and shall submit t~~The completed and signed form shall be submitted to the Charter-level library super-visor or designated administrator.
2. The Charter level Director of Instructional Technology and Library Services shall appoint a reconsideration committee, within ten business days, that shall review the challenged material and determine whether it conforms to the principles of selection set out in this policy.

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3. The reconsideration committee shall include both Charter and campus-level professional staff, including at least one member who has experience using the challenged resource with students or is familiar with the content of the challenged material, and two parents of students. The Superintendent or designee shall chair the committee.
4. The total voting committee membership shall be an uneven number. The complainant will not be a member of the committee, but the complainant's written submission will be thoughtfully considered by the committee.
5. Prior to the committee meeting, each committee member will read a copy of the library material in question.
6. All committee members shall review the submitted written concern.
7. The committee will review all items on the Checklist for Re-consideration of Library Materials.
8. After working through the checklist for reconsideration of library materials and any deliberations the committee feels necessary, committee members will vote on the disposition of the library material being considered.

The major criterion for the final decision on challenged library material is the appropriateness of the resource for its intended educational use. The plurality opinion in *Bd. of Educ. v. Pico*, 457 U.S. 853 (1982) uses the standard that no challenged instructional resource shall be removed solely because of the ideas expressed therein. The opinion allows the removal of materials because they are pervasively vulgar or based upon the lack of educational suitability of the library material in light of the instructional curriculum. Further, making a determination of appropriateness will include a review of and compliance with 47 U.S.C. §254(h)(5), Texas Penal Code §43.24(a)(2), and Texas Penal Code §43.24(b).

When the committee has reached a decision, the appropriate Charter-level administrator shall notify the complainant. The decision shall be in written form, dated, and provided to the complainant within ten (10) Charter business days of the committee's meeting. All other appropriate staff members will be informed of the reconsideration and the outcome. A specific library material that completes the formal challenge process and remains in the library will not be reconsidered within one year of final determination, and any material removed will not be eligible for consideration to be added again for at least 10 years. The Charter shall verify previous decisions prior to convening a reconsideration committee. As noted above, TSLAC administers all aspects of the TexQuest program and has adopted policies for the selection and management of TexQuest resources. Challenges to material provided through the program would follow the TSLAC TexQuest Content review process.

Appeal of Reconsideration Committee. The complainant may appeal the decision of the reconsideration committee by filing the appropriate Charter grievance form.

2.27.7.7 OPPORTUNITY FOR PARENT REVIEW

In recognizing that parents hold an essential role in the education Parent Review of their children and have the right to guide what their children read, each library shall maintain a printed list of materials onsite and on the school library website that shows what has been selected as well as what is slated for acquisition. The Superintendent, or designated Charter-level administrator, will offer a "Parent Preview" at least ten (10) days before books are to be placed on the shelves, once in the fall and once in the spring. Audio-visual materials are to be made available to parents for in-person review, upon request, on the same basis as printed materials are made available.

2.27.7.8 OTHER PARENTAL CONSIDERATIONS

In school libraries, students are afforded the opportunity to self-select texts as part of literacy development. While librarians are trained in selecting materials in accordance with Board policy and the outlined selection criteria and may provide guidance to students in selecting texts, the ultimate determination of appropriateness lies with the student and parent.

School librarians, or designated campus administrators, are to encourage parents to share any considerations regarding their students' book selections. Parents may contact the campus librarian directly and/or complete an online form for library book opt-out decisions. School librarians will accommodate individual requests by parents, within reason, which may include restricting specific titles or books.

2.27.7.9 CRITERIA FOR GIFTS AND DONATIONS

Gifts and donations to the school library or classroom libraries are accepted with the understanding that the decision for use and disposition of the materials and/or funds will be determined using the same selection criteria as purchased materials. All materials should support the curriculum and needs of library users. Gifts and donations, like purchased resources, will be removed from the collection at the end of their useful life. Gifts and donations will be subject to the acquisition policy and process for approval be-

2.27.7.10 ROUTINE REVIEW AND REMOVAL OF MATERIALS

Bi-annually, the ILTexas library supervisor shall collaborate with campus library personnel and administration to conduct an inventory of the school library collection and inventory can be used to determine losses and remove damaged or worn materials which can then be considered for replacement. The inventory can also be used to deselect and remove materials that ~~equipment. The~~ are no longer relevant to the curriculum or of interest to students. Additionally, the ILTexas library supervisor should develop a collection maintenance plan that includes systematic inspection of materials that would

result in removing outdated, damaged, or irrelevant materials from the collection. All materials removed from the collection shall be disposed of in accordance with the Charter's property disposal procedures. Incorporated into this routine review and removal of existing inventory, the Charter shall create an ongoing cycle to review content existing in circulation.

08	Approve Military (Reservist) Leave Policy Addition (to Employee Handbook).
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ILTexas employees currently serving as Reservists in the United States military can apply for up to three additional paid days to be used towards mandatory military training. Pre-approval must be obtained in writing 30 days prior to the first day of that training from the Human Resources Department. For approval, the Reservist must submit his or her mandatory annual training schedule issued by the military. ILTexas reserves the right to reject any request for additional days for mandatory military training.

Retroactive for 2021-22.

International Leadership of Texas Employee Handbook



202~~1~~-202~~2~~

ILTexas Board Approved ~~Approved~~ date ~~July 21, 2021~~

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

Commented [AK1]: Want to be careful how we implement this. Our board is the final say for policies, and that duty can't be delegated. So if we're changing "policy" through the handbook, the board should approve. Superintendent can make updates, but we'd want board to at least ratify those changes.

If we're doing administrative regulations, no need to have board approval for those.

Employee Handbook: Policies, Procedures, and Practices 2021–2022

Welcome to International Leadership of Texas (ILTexas). Thank you for being part of our team.

As an employee of ILTexas you are part of a team that is dedicated to our mission:

“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.”

Everything we do and every action each of us takes is to support our mission by, in turn, supporting our students and their parents, and our faculty and staff.

Thank you for choosing to be part of the ILTexas family; now for the legalese. This handbook contains information about ILTexas’ employment policies and practices. We have designed our employment policies and practices not only to comply with federal and state employment laws, but also to attract, develop, and reward talented educators, administrators, support staff, and leaders.

This handbook supersedes all previously issued handbooks and is a valuable reference for understanding your job at ILTexas. Each employee is expected to read this handbook carefully and to know and abide by the policies outlined herein as revised over time, throughout your employment. No oral statement or representations can change the provisions of this handbook. Nothing in this handbook creates an employment contract, constitutes a legally binding agreement, or alters your “at-will status” of employment in any way.

If you have any questions regarding the contents of this handbook or any other policy or procedure, please ask your Principal, supervisor, or the Human Resources Department.

Please sign the acknowledgement form agreeing to read and abide by the policies and procedures outlined in this handbook and return it to the Human Resources Department. This acknowledgement will also provide ILTexas with a record that each employee has been provided access to an online version of this handbook and/or has received instructions on how to obtain a printed copy of the handbook.

With the utmost respect,



Eddie Conger, Superintendent

ACKNOWLEDGEMENT OF RECEIPT OF HANDBOOK

Name: _____

Campus/Department: _____

The purpose of this handbook is to provide information that will help with questions and pave the way for a successful year at ILTexas. Not all school or Board policies and procedures are included, and the information, policies, and benefits described in this handbook are subject to change at any time. Such changes will generally be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. I understand that I may request a copy of this handbook by email from my Principal or office manager and that a paper copy of the handbook is located in the main office. Only the Board of Directors has the ability to adopt any revisions to the policies in this handbook.

Furthermore, I understand that this handbook is neither a contract of employment nor a legally binding agreement. I accept the terms of the handbook and understand that it is my responsibility to comply with the policies contained in this handbook and any revisions made to it. I further agree that if I remain with ILTexas following any modifications to the handbook, I thereby accept and agree to such changes. Finally, in the event of any inconsistency between the information, policies, and benefits described in the handbook and in my letter of agreement, the information, policies, and benefits described in the "Letter of Agreement" shall control.

I have received my copy of the ~~2022~~–2023 ILTexas Employee Handbook on the date listed below. In signing the Acknowledgment of Receipt below, I also acknowledge my understanding that I am responsible for reading the entire handbook.

Employee Signature

Date

NOTE: You must sign and date this form within three days of receipt and return to the Human Resources Department.

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PART 1: INTRODUCTORY INFORMATION

1.1 Mission

Our mission at 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.

1.2 Motto

“Others Before Self”

1.3 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.

PART 2: EQUAL OPPORTUNITY EMPLOYMENT PRACTICES

2.1 Non-Discrimination Statement/Equal Employment Opportunity

ILTexas does not discriminate against any employee or applicant for employment because of race, color, national origin, religion, sex or gender, disability, military or veteran status, genetic information, age, or any other basis prohibited by law as required by Titles VI and VII of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; Titles I and V of the Americans with Disabilities Act of 1990, as amended (“ADA”); the Age Discrimination in Employment Act of 1967, as amended (“ADEA”); Section 504 of the Rehabilitation Act of 1973, as amended; the Genetic Information Nondiscrimination Act of 2008 (“GINA”); and any other legally-protected classification or status protected by federal, state, or local law. Additionally, ILTexas does not discriminate against an employee or applicant who acts to oppose such discrimination or participates in the investigation of a complaint related to an alleged discriminatory employment practice. Employment decisions will be made on the basis of each individual’s job qualifications, experience and abilities, and the needs of ILTexas, in accordance with applicable federal and state law.

We are committed to providing an inclusive and welcoming environment for all members of our staff, volunteers, subcontractors, and vendors.

Employees can raise concerns and make reports without fear of reprisal. Employees with questions or concerns relating to equal employment opportunity, including discrimination and disability accommodations, are encouraged to bring these issues to the attention of an ILTexas administrator or the designated compliance coordinator identified in this section.

As required by Title IX, ILTexas does not (and is required not to) discriminate on the basis of sex in its educational programs or activities. This non-discrimination requirement applies to admission to and

employment with ILTexas. Inquiries into issues related to Title IX may be referred to ILTexas' Title IX Coordinator (identified below), to the Assistant Secretary for Civil Rights of the Department of Education, or both.

ILTexas has designated ~~the following person -Ms. Regina Jones following-~~ as the Title VII/Title IX Coordinator, who is responsible for receiving and overseeing investigations of alleged discrimination on the basis of sex, including sexual harassment, as well as alleged discrimination on the basis of race, color, national origin, and/or religion: Mrs. Regina Jones, Chief Equity Officer, 2021 Lakeside Boulevard, Richardson, Texas 75082, 972-479-9078, rjones1@iltexas.org.

ILTexas has designated the following person as the ~~The~~ ADA Coordinator, and ADEA Coordinator, who is responsible for receiving and overseeing investigations of alleged discrimination on the basis of disability and/or age: is Mr. Tim Brightman, Chief Legal Officer, 2021 Lakeside Boulevard, Richardson, Texas 75082, 972-479-9078, jbrightman@ILTexas.org.

-All other complaints regarding equal employment opportunity may be directed to the Executive Director of Human Resources.

2.2 Federal and State Worksite Postings

Required state and federal postings are found at each ILTexas facility. The following postings can be found in an area common to all employees at their facility: Employee Rights Under the Fair Labor Standards Act; Job Safety and Health: It's the Law; Employee Rights and Responsibilities Under the Family and Medical Leave Act; Equal Employment Opportunity is the Law; Your Rights Under USERRA; Employee Polygraph Protection Act Notice (EPPA); Texas Payday Law; Texas Whistleblower Act Notice; Unemployment & Payday Law; Notice to Employees Concerning Workers' Compensation in Texas; and the Texas Hazard Communication Act Notice to Employees. Postings are in both English and Spanish for all employees to read.

2.3 Immigration Law Compliance

ILTexas is committed to employing only ~~individuals United States citizens and aliens~~ who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

Employees with questions or seeking more information on immigration law issues are encouraged to contact the Chief Legal Officer, 2021 Lakeside Boulevard, Richardson, Texas 75082, 972-479-9078. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

2.4 Nondiscrimination Based on Religion

ILTexas does not discriminate on the basis of any aspect of religious observance, practice, or belief unless the school demonstrates that it is unable to reasonably accommodate the religious observance or practice of an employee or applicant without undue hardship to ILTexas' business.

2.5 Nondiscrimination Based on Military Service

ILTexas will not deny initial employment, reemployment, retention in employment promotion, or any benefits of employment on the basis of membership in a uniformed service, performance in a uniformed service, application for uniformed service, or obligation to a uniformed service.

ILTexas will not take adverse employment action or discriminate against any person who takes action to enforce protections afforded by the Uniformed Services Employment and Reemployment Rights Act of 1994 (“USERRA”).

2.6 Americans with Disabilities Act (ADA)

ILTexas is committed to complying fully with the ADA, as amended, and ensuring equal opportunity in employment for qualified persons with disabilities (which includes life-threatening illnesses and HIV and AIDS). All employment practices and activities are conducted on a non-discriminatory basis.

Hiring procedures have been reviewed and provide persons with disabilities meaningful employment opportunities. Pre-employment inquiries are made only regarding an applicant’s ability to perform the duties of the position.

Reasonable accommodation is available to all qualifying disabled employees, where their disability affects the performance of job functions, in accordance with the ADA.

Qualified individuals with disabilities shall not be discriminated against on the basis of disability in regards to recruitment, advertising, job application procedures, hiring, upgrading, promotion, demotion, transfer, layoff, termination, right of return from layoff, rehiring, rates of pay, or any other form of compensation and changes in compensation, benefits, job assignments, job classifications, organizational structures, position descriptions, lines of progression, seniority lists, leaves of absence, sick leave, any other leave, fringe benefits available by virtue of employment, selection and financial support for training, school-sponsored activities, including social and recreational programs, and any other term, condition, or privilege of employment.

ILTexas does not discriminate against qualified employees or applicants because they are related to or associated with a person with a disability.

2.7 Nondiscrimination Based on Genetic Information (GINA)

ILTexas will not deny initial employment, reemployment, retention in employment promotion, or any benefits of employment on the basis of genetic information including information about an individual’s genetic tests and the genetic tests of an individual’s family members, as well as information about the manifestation of a disease or disorder in an individual’s family members.

PART 3: EMPLOYMENT PRACTICES

3.1 At-Will Employment

Employment with ILTexas shall be at-will unless a term of employment is expressly stated in a written contract. **At-will employment means that an employee may be terminated with or without cause, with or without prior notice, at any time, for any reason or for no reason. Similarly, employment with ILTexas is voluntarily entered into, and employees are free to resign at any time, with or without cause or notice.**

Status as an at-will employee may not be changed except in writing signed and approved by the Board of Directors. Employment at-will is the sole and entire agreement between ILTexas and you concerning the duration of your employment, and the circumstances under which your employment may be terminated.

Nothing in this handbook is to be construed as creating an employment contract or agreement. No one other than the Board of Directors ~~or the Superintendent~~ has the authority on behalf of ILTexas to alter an employee's at-will employment arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to this policy, and any such agreement must be in writing and must be signed by the Board of Directors or the Superintendent.

3.2 Verification of Employment Eligibility

Prior to the start of employment, ILTexas shall confirm the employment eligibility of all new hires by examination of documents establishing identity and employment authorization and completion of the Employment Eligibility Verification Federal Form I-9 Form ("Form I-9") required by the Department of Homeland Security. Each new employee, as a condition of employment, must complete a ~~Federal~~ Form I-9 and present appropriate documentation establishing identity and employment eligibility.

All former employees who are rehired must also complete the form if they have not completed a ~~Form an~~ I-9 with ILTexas within a timeframe established by Human Resources (generally three years after the date of hire or one year after employment is terminated, whichever is later), or if their previous Form I-9 is no longer retained or valid.

3.3 New Hire Reporting

Federal and state law requires ILTexas to provide information about all new or rehired workers to the Employer New Hire Reporting Operations Center in the Texas Office of the Attorney General.

3.4 New Hire Orientation

Each new employee experiences an orientation period during the first 90 days of employment. During this time, the Principal or the employee's immediate supervisor will provide training, guidance, feedback regarding performance, and an explanation of benefits, services, rules, safety training, and other information that is helpful to the new employee. At the end of the initial orientation period, the Principal or supervisor may conduct a performance evaluation.

3.5 In-Service Training

ILTexas provides an ongoing in-service education program for all employees. Attendance at in-service training meetings is mandatory.

3.6 Criminal History Records

ILTexas will obtain criminal history records from a law enforcement or criminal justice agency for all prospective volunteers and applicants for employment as required by Chapter 22 of the Texas Education Code prior to employment or the commencement of volunteer service. Additionally, as allowed by state law, criminal history checks of employees (or volunteers whose duties are performed where students are regularly present) may be obtained at any time during employment or volunteer services.

Criminal history records must also be obtained and reviewed prior to the employment of any driver for student transportation either directly or through a commercial service. Criminal history checks of a bus monitor or bus aide employed through a commercial service must be obtained and reviewed through a commercial service. The Board of Directors shall be informed of a criminal record of a felony or

misdemeanor involving moral turpitude and must affirmatively vote to employ such driver, monitor, or aide affiliated with a commercial service.

Information collected on an individual to comply with the requirements listed above is confidential and may not be released except as authorized by law or with the consent of the person who is the subject of the information.

All employees and applicants must complete the Authorization for Criminal History Background Check form accompanying this Handbook.

Additionally, prior to the start of employment, applicants must complete the Pre-Employment Affidavit form, as published by the Texas Education Agency, disclosing whether the applicant has been charged with, adjudicated for, or convicted of having an inappropriate relationship with a minor.

3.7 Prohibition Against Employing Individuals Convicted of Certain Offenses

ILTexas may not hire an individual who is prohibited from serving as an officer or employee of an open-enrollment charter school under Texas Education Code § 12.120(a). Additionally, ILTexas shall discharge or refuse to hire an employee or applicant for employment if it obtains information through a criminal history review that:

1. The employee or applicant has been convicted of or placed on deferred adjudication community supervision for an offense for which a defendant is required to register as a sex offender under Chapter 62, Code of Criminal Procedure; or
2. The employee or applicant has been convicted of:
 - a. A felony under Penal Code Title 5, if the victim of the offense was under 18 years of age at the time the offense was committed, or
 - b. An offense under the laws of another state or federal law that is the equivalent to an offense under item 1 above (relating to registration as a sex offender).

However, ILTexas may not be required by law to discharge or refuse to hire an employee or applicant if the person committed an offense under Title 5 of the Texas Penal Code and:

1. The date of the offense is more than 30 years before:
 - a. June 15, 2007 in the case of an employee's employment by ILTexas as of that date; or
 - b. The date the applicant's employment will begin, in the case of a person applying for employment with ILTexas after June 15, 2007; and
2. The employee or applicant for employment satisfied all terms of the court order entered on conviction

ILTexas may make employment decisions in accordance with its policy regarding employment of personnel with criminal histories (or arrested or charged with a criminal offense). ILTexas' policy regarding employment of personnel with criminal histories is as follows:

As allowed by Commissioner of Education rule, a person may not serve as an ILTexas officer or employee if the person has been convicted of:

1. A misdemeanor involving moral turpitude or any felony;
2. An offense listed in Texas Education Code § 37.007(a); or
3. An offense listed in Code of Criminal Procedure, Article 62.001(5).

ILTexas shall also discharge or refuse to hire a person listed on the registry of persons not eligible for employment in public schools, as maintained and made available by the Texas Education Agency.

ILTexas may discharge an employee if it obtains information of the employee's conviction of a felony or misdemeanor involving moral turpitude that the employee did not disclose to ILTexas or the State Board for Educator Certification ("SBEC").

Except as required by state or federal law or as determined by ILTexas to be in the best interest of student and employee safety (and in accordance with law), ILTexas does not automatically prohibit employment or refuse to consider an application for employment solely on the grounds that an applicant/employee has a prior criminal record. ILTexas does not prohibit employment or refuse to consider an application for employment based solely on the grounds that the applicant/employee has been arrested. Instead, ILTexas reviews these circumstances on a case-by-case basis and in accordance with applicable law.

ILTexas reserves the right to perform criminal history record checks on current employees.

3.8 Fingerprinting

In accordance with state law, ILTexas requires all employees and substitutes to complete the fingerprinting process implemented by the SBEC/Texas DPS Clearinghouse prior to employment.

3.9 Arrest & Conviction Occurring after Employment Begins

An employee must notify his or her Principal or immediate supervisor within three calendar days of any arrest, indictment, conviction, no contest or guilty pleas, or other adjudication of the employee for any felony. The employee must also report and/or any other offenses as indicated below:

- Crimes involving school property or funds;
- Crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
- Crimes that occur wholly or in part on school property or at a school-sponsored activity; or
- Crimes involving moral turpitude.

Moral turpitude includes, but is not limited to: (a) dishonesty; (b) fraud; (c) deceit; (d) theft; (e) misrepresentation; (f) deliberate violence; (g) base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor; (h) crimes involving any felony possession or conspiracy to possess, or any misdemeanor or felony transfer, sale, distribution, or conspiracy to transfer, sell, or distribute any controlled substance; (i) felonies including driving while intoxicated; and (j) acts constituting abuse or neglect under SBEC rules.

The requirement to report an arrest, indictment, conviction, no contest or guilty pleas, or other adjudication after employment begins shall not apply to minor traffic offenses. However, any DWI or DUI must be reported if the employee drives or operates (or is authorized to do so) an ILTexas vehicle or other mobile equipment.

Failure to timely report the items listed in this section may result in disciplinary action, up to and including termination. If an educator is arrested or criminally charged, the Superintendent is also required to report the educator's criminal history to the Division of Investigations at TEA.

An arrest, indictment, conviction, no contest or guilty plea, or other adjudication after employment begins

may not be an automatic basis for termination, unless the circumstances make the employee ineligible for employment in a Texas public school. ILTexas shall consider the following factors (or other appropriate considerations as deemed by ILTexas) in determining what action, if any, should be taken against an employee who reports a criminal history during employment with ILTexas:

- The nature of the offense;
- The date of the offense;
- The relationship between the offense and the position to which the employee is assigned; and
- The best interests of ILTexas and its students, staff, and community.

3.10 Fair Credit Reporting Act

ILTexas may utilize consumer reports – e.g., credit, criminal, employment references and Department of Public Safety reports to assist us in making employment decisions. In addition, ILTexas may conduct annual driving record checks to verify that the licenses and driving records of those employees required to drive ILTexas owned vehicles are valid and acceptable to our insurance carrier.

Where required by applicable law, prior to running any of the above-mentioned checks/records, each employee will be provided any required notice form(s) and must sign an authorization form at the time of the initial job interview or prior to being extended an offer of employment. Refusal to sign such authorization is grounds for disqualification from employment with ILTexas. Continued employment is also expressly conditioned on satisfactory results from legally authorized or required record and background checks.

In the event ILTexas relies on a “consumer report” for an “adverse action” as defined by the Fair Credit Reporting Act and regulation – i.e., denying a job application, reassigning or terminating an employee, or denying a promotion – ILTexas will take the following action(s):

Step 1: Before taking adverse action, the employee will be provided a pre-adverse action disclosure that includes a copy of the individual’s consumer report and a copy of “A Summary of Your Rights Under the Fair Credit Reporting Act” – a document prescribed by the Federal Trade Commission.

Step 2: After taking an adverse action, the employee will be provided notice – either orally, in writing, or electronically – that the action has been taken. This notice will include:

- The name, address, and telephone number of the Credit Reporting Agency (“CRA”) that supplied the report;
- A statement that the CRA supplying the report did not make the decision to take the adverse action, and cannot give specific reasons for it; and
- A notice of the individual’s right to dispute the accuracy or completeness of any information the agency furnished, and his or her right to an additional free consumer report from the agency upon request within 60 days.

The employee will be given a reasonable time period to refute the information. However, it is ultimately the decision of ILTexas as to what action is taken.

3.11 Reporting an Educator’s Misconduct

The Superintendent shall promptly notify the SBEC by filing a written report (within seven business days of first learning about an alleged incident of misconduct) with the Texas Education Agency upon obtaining

knowledge or information indicating any of the following circumstances:

1. That an educator, applicant for, or holder of an educator's certificate has a reported criminal history, and ILTexas learned of the criminal record by means other than the criminal history clearinghouse established by the Texas Department of Public Safety.
2. That an educator or certificate holder was terminated and there is evidence that the educator:
 - a. Abused or otherwise committed an unlawful act with a student or minor;
 - b. Was involved in a romantic relationship or solicited or engaged in sexual conduct with a student or minor;
 - c. Possessed, transferred, sold, or distributed a controlled substance;
 - d. Illegally transferred, appropriated, or expended school property or funds;
 - e. Attempted by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle the individual to be employed in a position requiring such a certificate or permit or to receive additional compensation associated with a position; or
 - f. Committed a crime or any part of a crime while on school property or at a school-sponsored event.
3. That a certificate holder resigned, and reasonable evidence supported a recommendation to terminate the individual because he or she committed one of the acts specified in paragraph 2 above.
4. That an educator engaged in conduct that violated the assessment instrument security procedures established by Education Code 39.0301.

Additionally, the Principal shall promptly notify the Superintendent ~~within 24 hours within seven calendar days of~~ obtaining knowledge or information of (1) an educator's termination of employment or resignation following an alleged incident of misconduct described in items one, two, three, or four above; or (2) learning of an educator's criminal record by means other than a criminal history clearinghouse report.

In accordance with state law, the Superintendent or designee must complete an investigation of an educator that involves evidence that the educator may have engaged in abuse or otherwise committed an unlawful act with a student or minor, or was involved in a romantic relationship with or solicited or engaged in sexual contact with a student or minor, despite the educator's resignation from employment before the completion of the investigation. If the educator is arrested and law enforcement requests that the school cease its investigation and the Superintendent or designee is unable to complete the investigation, the Superintendent is still required to timely report to SBEC that the investigation was interrupted at the request of law enforcement.

Pursuant to Education Code § 21.006(c-2), the Superintendent may not be required to notify SBEC or file a report with SBEC if the Superintendent completes an investigation into the alleged incident of misconduct **before** the educator's termination or resignation (not after) and the Superintendent determines the educator did not engage in the alleged incident of misconduct. The Superintendent should seek legal counsel before making any such determination, and if there is any doubt or concern, err on the side of reporting to SBEC.

ILTexas shall provide notice to the parent or guardian of a student with whom an educator is alleged to have engaged in misconduct in accordance with state law. ILTexas shall also notify the Board of Directors and the educator of the filing of the report.

3.12 Reporting Employee Misconduct (Non-Educators)

In addition to any reporting requirements under Chapter 261 of the Texas Family Code, the Superintendent shall notify the Commissioner of Education, within seven business days, after knowing of a non-educator's termination or resignation if:

1. A non-educator's employment with ILTexas was terminated and there is evidence that the employee:
 - a. Abused or otherwise committed an unlawful act with a student or minor; or
 - b. Was involved in a romantic relationship with or solicited or engaged in sexual contact with a student or minor; or
2. The employee resigned and there is evidence that the employee engaged in misconduct described above.

This reporting requirement applies to any person who is employed by ILTexas and who does not hold a certification or permit issued under Subchapter B, Chapter 21 of the Texas Education Code.

The Superintendent shall complete an investigation of an employee that involves evidence that the employee may have engaged in misconduct described above, despite the employee's resignation from employment before completion of the investigation.

Principals must notify the Superintendent within seven business days after the date of an employee's termination or resignation following an alleged incident of misconduct described above.

3.13 Assignment and Reassignment

All personnel are subject to assignment and reassignment by the Superintendent or designee, and may also be directed to perform additional or supplemental duties from time to time. Unless specifically required by applicable law or approved by the Board of Directors and/or the Superintendent, no additional financial compensation is provided for additional or supplemental duties. ILTexas' criteria for approval of campus appointments and reassignments will be consistent with school policy regarding equal opportunity employment.

Any employee may request reassignment to another position for which he or she is qualified by applying for the position at www.ILTexas.org. All interested employees who feel they meet a position's minimum qualifications are encouraged to apply. Selection is based on the school's needs and each individual's job qualifications, experience, and abilities and in accordance with applicable state and federal law. ILTexas reserves the right to select candidates from outside the school.

3.14 Transfers

Employees who are considering transferring to another campus or department must first notify their current Supervisor/Principal. ~~Employees must be in good standing for the transfer to be approved. Good standing is defined as not actively being on any type of professional growth plan and/or not receiving any formal disciplinary actions in the 90 days prior to the transfer request.~~ The employee's current manager is responsible for requests to Human Resources by the designated deadline. The receiving Supervisor/Principal must accept and sign off on the transfer.

Supervisors or Principals may request an interview and/or sample teaching lesson before a transfer request is approved. Employees selected for a transfer will receive notification from Human Resources.

Requests for transfer during the school year will be considered only when the change will not adversely affect students and after a replacement has been found. All transfer requests will be coordinated by Human Resources and must be approved by the sending and receiving hiring Supervisor/Principal.

3.15 Professional Development

ILTexas is committed to the professional development of all employees. For educators, ILTexas provides training before the start of the school year, on-site coaching and modeling throughout the school year, day-to-day instructional leadership, and access to external workshops. For non-instructional staff, ILTexas provides technical training before the start of the school year and throughout the year. To access this information please go to www.ILTexas.org and select the Curriculum, Instruction, and Assessment tab.

In addition, all employees are encouraged to pursue external professional development opportunities in the form of workshops or additional certification. Employees should talk with their supervisors about additional development opportunities and specific career paths. Supervisors must approve professional development before it is taken if time off will be required to attend the session/course.

3.16 Personnel Records

ILTexas maintains a personnel file on each employee. This file includes the employee's job application, resume, all new hire paperwork, records of training, documentation of performance appraisals and salary increases, and other employment records. The records housed in the Office of Human Resources are considered the official records for each employee.

All information in an employee's personnel file will be made available to the employee or his/her authorized representative in the same manner that public information is made available under the public information laws found in Texas Government Code Chapter 552.

An employee or his/her authorized representative has a special right of access, beyond the right of the general public, to information held by ILTexas that relates to the employee, and that is protected from public disclosure by laws intended to protect the employee's privacy interests. ILTexas may not deny to the employee or his/her authorized representative access to information relating to the employee on the grounds that the information is considered confidential by privacy principles under the Public Information Act. However, ILTexas may assert, as grounds for denial of access, other provisions of the Public Information Act or other laws that are not intended to protect the employee's privacy interests.

If ILTexas determines that information in an employee's records is exempt from disclosure under an exception of Texas Government Code chapter 552, Subchapter C, other than an exception intended to protect the privacy interest of the employee or his/her authorized representative, it will, when required, submit a written request for a decision to the Attorney General of Texas before disclosing the information. ILTexas will release the information to the employee requesting the information in accordance with applicable law.

Employees who wish to review their own personnel file in Human Resources should contact the Executive Director of Human Resources.

Many personnel records may also be public information and must be released upon request in accordance with state law. Pursuant to a written Open Records Request under the Texas Public Information Act, employees may choose to have the following personal information withheld from disclosure:

- Home Address,
- Phone number,
- Information that reveals whether they have family members, and
- Emergency contacts.

Please complete and return to the Executive Director of Human Resources the “Texas Government Code § 552.024 Public Access Option Form” included with this handbook if you wish to opt-out and have the above- identified information “exempted” from disclosure under the Texas Public Information Act. New or terminated employees have 14 days after hire or termination to submit the form. A request to deny public access to personal information is effective only for public information requests made after the date the employee submits to the request to deny access. With respect to certain medical information protected by state and federal law and evaluation documents exempted from disclosure under State law, ILTexas will seek to exempt and protect such documentation from disclosure to the extent permitted by law.

3.17 Name and Address Changes

Employment records must be kept up to date. Employees must notify Human Resources if there are any changes or corrections to their name, address, telephone number, marital status, and emergency contact information. Name change notifications must be submitted with the employee’s new social security card depicting the employee’s new name.

3.18 Employment Applications

ILTexas relies upon the accuracy of information contained in the employment application, as well as the accuracy of other information presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in this information or data may result in ILTexas’ exclusion of the individual from further consideration for employment or, if the person has been hired, termination from employment.

3.19 Minimum Qualifications for Principals and Teachers, and Notification to Parents Regarding Teacher Qualifications

ILTexas employs Principals, teachers and instructional staff members who are properly credentialed and qualified as may be required by state and federal law. Employment is contingent upon and subject to the employee submitting all required documentation in a timely and accurate manner and meeting all other employment requirements of ILTexas.

State law requires that ILTexas provide to the parent or guardian of each enrolled student written notice of the professional qualifications of the student’s classroom teachers. ~~ILTexas will also provide this information~~ upon request from a parent.

3.20 Health Safety Training

Certain employees (i.e., physical education teachers and coaches) who are involved in physical activities for students must maintain and submit to the Principal and Executive Director of Athletics and Physical Fitness, proof of current certification in first aid, cardiopulmonary resuscitation (CPR), and the use of an automated external defibrillator (AED). ~~ILTexas will also train staff on certain health and safety matters discussed in Chapter 38 of the Texas Education Code.~~ Certification or documentation of training must be issued by the American Red Cross, the American Heart Association, the University Interscholastic League, or another organization that provides equivalent training and certification. Employees subject to this requirement must submit their certification to Supervisor and the Executive Director of Athletics and Physical Fitness at the start of each school year and each time the employee is re-certified.

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3.21 **Conflicts of Interest**

It is the goal of ILTexas to avoid creating or maintaining circumstances in which the appearance or possibility of favoritism, conflicts or management disruptions exist.

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This section of the handbook establishes only the framework within which ILTexas wishes to operate. ILTexas' framework is also guided by applicable state and federal law governing conflicts of interest and nepotism applicable to Texas open-enrollment charter schools and nonprofit tax-exempt entities.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of ILTexas' business dealings and operations.

No "presumption of guilt" is created by the mere existence of a relationship with an employee, contractor or vendor that may be a potential conflict of interest. However, employees are required to disclose in writing to ILTexas any situation that creates a potential conflict of interest with proper discharge of assigned duties and responsibilities or creates a potential conflict of interest with the best interests of ILTexas. This includes the following:

- A personal financial interest;
- A business interest;
- Any other obligation or relationship; or
- Non-school employment

Employees should contact their supervisor for additional information.

Nothing in this policy is meant to interfere with ILTexas' desire to encourage staff members to take part in civic, church, and other public services where opportunities to exhibit good citizenship are present.

Outside Employment

All employees must recognize that they owe a duty of loyalty to ILTexas. At all times when on duty, without regard to time or place, employees should devote their full attention to school business and their duties. Additionally, employees should not be engaged in outside employment that provides or could give rise to a conflict of interest or directly interferes with the employee's performance. For purposes of this prohibition, "employment" includes employment with another organization, consulting, or self-employment, whether on a voluntary basis or for pay.

Employees who wish to engage in any form of outside employment are required to disclose in writing to their immediate supervisor any outside employment ~~and, if a potential or actual conflict of interest is present, have written permission from their immediate supervisor to engage in the outside employment.~~ Supervisors will consider outside employment on a case- by-case basis and determine whether it should be prohibited because of a conflict of interest. Employees are prohibited from performing non-school work while on the job or using ILTexas equipment and/or supplies to perform non-school work.

Employment of Relatives and Fraternalization

ILTexas is committed to providing equal employment opportunities to its employees. Intimate relationships have the potential to interfere with ILTexas' ability to provide equal employment opportunities for its employees, and in some instances, may constitute sexual harassment or other unlawful discrimination. To

minimize potential conflicts of interest, ILTexas strongly discourages its employees from entering into intimate relationships with other employees for which they have professional supervisory responsibility.

While relatives of employees may be employed by ILTexas in accordance with applicable law, a familial relationship among employees can also create an actual, or at least a potential, conflict of interest in the employment setting, especially where one relative has professional supervisory responsibility over another relative. No employee shall be hired based solely on his or her family relationship with an ILTexas employee, administrator, or Board member. When a prospective employee-relative applies for a position with ILTexas, the prospective employee-relative shall disclose in writing his or her relationship to any current school employee, administrator, or Board member.

ILTexas may refuse to hire or assign a relative in a position where the appearance of or potential for favoritism or conflict exists or where otherwise prohibited by law. Employees shall also refrain from making hiring, firing or other decisions impacting the terms or conditions of employment of relatives. Where hardship exists, employees may appeal to the CEO in accordance with ILTexas' formal complaint procedures set forth herein.

Unless otherwise approved by the CEO, if two employees marry, become relatives of each other or enter into an intimate relationship, they should not remain in a professional supervisory relationship. ILTexas will, at its discretion, attempt to identify other available positions, and allow one or both of such employees to apply for reassignment, or ILTexas may reassign the employees at its discretion. If no alternate position is available, ILTexas may terminate either of the employees at its discretion.

In other cases, where a conflict or the potential for conflict arises between an employee and another employee, even if there is no professional supervisory responsibility involved, the parties may be separated by reassignment to another position or terminated from employment, at the discretion of ILTexas.

A supervisor shall not have direct professional supervisory responsibility over a relative. In addition, all relatives shall be separated by at least two levels of direct reports. In other words, a supervisor-relative may not have an employee-relative be a direct report, and a supervisor-relative must place two non-relative employees, with supervisory roles, between himself/herself and the employee-relative.

No employment of relatives or fraternization will be allowed to be maintained, regardless of the positions involved, if it creates a disruption or potential disruption in the work environment, creates an actual conflict of interest or is prohibited by any legal or regulatory mandate.

For the purposes of this policy section, a "relative" shall include the following relationships: relationships established by blood, marriage or legal action. Examples include (but are not limited to) the employee's spouse, mother, father, son, daughter, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, stepparent, stepchild, aunt, uncle, nephew, niece, grandparent, grandchild or cousin. The term also includes domestic partners (a person with whom the employee's life is interdependent and who shares a common residence) and a daughter or son of an employee's domestic partners.

3.22 Textbook and Materials Acquisition

Any ILTexas director, administrator, or teacher who receives any commission or rebate on any textbooks, electronic textbooks, instructional materials, or technological equipment used by the School may commit a Class B misdemeanor offense.

Any ILTexas officer, administrator, or teacher who accepts a gift, favor, or service given to the person, or to the School, that could not be lawfully purchased with funds from the state textbook fund, and that might

reasonably tend to influence the person in the selection of a text electronic textbook, instructional material, or technological equipment may commit a Class B misdemeanor offense.

3.23 Copyrighted Material

Employees are expected to comply with the provisions of federal copyright law relating to the unauthorized use, reproduction, distribution, performance, or display of copyrighted materials (i.e., printed material, videos, computer data and programs, etc.). Electronic media, including motion pictures and other audiovisual works, are to be used in the classroom for instructional purposes only. Duplications are to be used in the classroom for educational purposes only. Duplication or backup of computer programs and data must be made within the provisions of the purchase agreement.

Employees acknowledge and understand that the entire right, title and interest of any and all writings, works and other creations that they may prepare, create, write, initiate or otherwise develop as part of their efforts while employed by ILTexas shall be considered the property of ILTexas. This includes, but is not limited to, the development of a curriculum. These works will be “works for hire” and shall be the sole and exclusive property of ILTexas, including any copyright, patent or trademark or application thereof. Employees hereby assign and transfer to ILTexas all right, title and interest in such works and creations, including without limitation, all patent, trademark and copyright rights that now exist or may exist in the future. Employees further agree that at any reasonable time upon request, and without further compensation or limitation, they will execute and deliver any and all papers, applications or instruments that in ILTexas’ opinion may be necessary or desirable to secure the school’s full enjoyment of all right, title interest and properties herein assigned. Employees agree to not charge the school for use of their copyrighted, trademarked and patented material.

3.24 Media Consent Policy

ILTexas retains the right to reproduce the photographs and/or video images taken of employees for the purpose of publication, promotion, or marketing, in any manner or in any medium. This is with the understanding that neither ILTexas nor its representatives, agents or employees will reproduce said photograph or likeness for any commercial value or receive monetary gain for use of any reproduction or broadcast of said photograph or likeness. Employees hereby release ILTexas and its legal representatives, agents and employees from all claims and liability relating to said images or video. Employees may contact Human Resources for questions concerning this policy, or to decline permission to allow a photograph or video image to be used by ILTexas for promotional or marketing purposes.

3.25 Non-Disclosure of Confidential / Proprietary Information

Proprietary information includes all information relating in any manner to the business of ILTexas and its schools, students, parents, consultants, customers, clients, and business associates obtained by ILTexas employees during the course of their work.

- Curriculum systems;
- Instructional programs;
- Curriculum solutions;
- Student course work;
- Compensation data;
- Computer processes;
- Computer programs and codes;
- New materials research;

- Pending projects and proposals;
- Proprietary production processes;
- Research and development strategies;
- Technological data; and
- Technological prototypes.

An employee who improperly uses or discloses trade secrets or confidential business information belonging to ILTexas will be subject to disciplinary action, up to and including termination of employment and legal action, even if the employee does not actually benefit from the disclosed information. This does not include any disclosure of otherwise confidential business information or trade secrets in accordance with the Texas Public Information Act or other applicable federal or state law.

Occasionally, in the service of ILTexas' mission, ILTexas may choose to share otherwise proprietary information (e.g., best practices) with outside parties. Such documents will be prepared specifically for publication and dissemination. If an individual employee receives a request from an outside party for either paper or electronic copies of ILTexas documents, that employee should seek approval from ILTexas' Legal Department before disseminating documents.

3.26 Performance Management Program

ILTexas has instituted a Performance Management Program to evaluate employee performance. Employees will receive constructive coaching and counseling ~~in conjunction with performance evaluations~~ designed to address performance and develop skills. All employees will participate in the process with the Principal and/or their immediate supervisor at least annually. Principals and/or supervisors may also elect to complete additional period evaluations, as approved by the next level administrator.

Commented [TKM3]: Need to discuss; no current performance management program is in place.

3.27 Termination or Resignation

Employees are employed at-will and can be dismissed without notice or warning. Terminated employee's final paycheck will be distributed within six calendar days of termination in accordance with the Texas Payday Act.

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All school-owned property in the employee's possession must be returned to his or her supervisor upon separation from employment. Failure to return school-owned property constitutes theft of public property and will be reported to law enforcement.

In the event an employee has been terminated or resigns, it is the employee's responsibility to provide a forwarding address and telephone number. This information must be provided to Human Resources no later than December 31 of that year for W-2 purposes, and no later than the last day of work in the event of termination or resignation. In the event the W-2 or final paycheck is returned to ILTexas, the school will hold the W-2 or the final check until claimed by the former employee or by an individual authorized in writing by the former employee to collect the check and/or the W-2.

Exit packets and surveys will be provided via email for all employees leaving ILTexas. Information on the continuation of benefits, release of information, and procedures for requesting references will be provided at this time.

Money Owed to International Leadership of Texas at Termination

In the event of termination, whether voluntary or involuntary, ILTexas will, to the extent allowed by law, deduct from an employee's final paycheck and/or expense reimbursement any and all money owed to

ILTexas for any reason, including, but not limited to charges for any charter owned property, personal telephone calls, personal charges on any school credit card issued to an employee, any insurance premiums due, and any amounts that the employee may have been overpaid by ILTexas.

Reports Concerning Court-Ordered Withholding

ILTexas is required to report the termination of employees that are under court order or writ of withholding for child support or spousal maintenance to the court and the individual receiving the support (Texas Family Code §§ 8.210, 158.211). Notice of the following must be sent to the court and support recipient:

- Termination of employment not later than the seventh day after the date of termination;
- Employee's last known address; and
- Name and address of new employer, if known.

Termination/Non-Renewal Grievances (General Complaints)

A terminated employee may request a review of the dismissal decision. Termination grievances (other than whistleblower complaints) will be handled according to the General Employee Complaint and Grievance Process listed in Section 3.28 of this Employee Handbook, beginning at Level Three.

3.28 General Employee Complaint and Grievance Process

Purpose

The purpose of the employee complaint process is to provide employees an orderly process for the prompt and equitable resolution of grievances. ILTexas intends that, whenever feasible, grievances be resolved at the lowest possible administrative level.

In using and applying the employee complaint process, all participants are expected to remain courteous and to adhere to the Code of Ethics and Standard Practices for Texas Educators.

Informal Process

ILTexas encourages employees to discuss their concerns with their supervisor, Principal, or other appropriate administrator who has authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level. Informal resolution is encouraged, but will not extend any deadlines in this grievance process, except by mutual written consent.

Formal Process

An employee may initiate the formal complaint process described below by timely filing a written complaint form. Even after initiating a formal complaint, employees are encouraged to seek informal resolution of concerns. An employee whose complaints are resolved may withdraw a formal complaint at any time.

The grievance process described below shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or "mini-trial" at any level.

Freedom from Retaliation

Neither ILTexas nor any ILTexas employee shall unlawfully retaliate against an employee for bringing a concern or complaint.

Guidelines for General Employee Complaints

Definitions

For purposes of understanding the General Employee Complaint and Grievance Process, terms are defined as follows:

The terms “complaint” and “grievance” shall have the same meaning and may pertain to the following situations:

1. Grievances concerning an employee’s wages, hours, or conditions of work;
2. Specific allegations of unlawful discrimination in employment based on the employee’s sex or gender (including allegations of sexual harassment and/or wage discrimination on the basis of sex), race, religion, national origin, age, veteran status, or disability, following completion of an investigation by the designated Compliance Coordinator ~~Chief Equity Officer~~ or designee set by policy; or
3. Specific allegations of unlawful discrimination or retaliation based on the employee’s exercise of constitutional rights.

The term “day” shall be defined as a calendar day, unless stated otherwise in this policy. In calculating timelines under these procedures, the day a document is filed is “day zero,” and all deadlines shall be determined by counting the following day as “day one.”

Filing

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication (including e-mail and fax), or by U.S. Mail. Hand-delivered filing shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filing shall be timely filed if they are postmarked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.

Scheduling Conferences

ILTexas will make reasonable attempts to schedule conferences at a mutually agreeable time. If the employee fails to appear at a scheduled conference, ILTexas may hold the conference and issue a decision in the employee’s absence.

Response

At Levels One, Two, ~~and Three~~, and Four, “response” shall mean a written communication to the employee from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the employee’s e-mail address of record, or sent by U.S. Mail to the employee’s mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.

If the administrator addressing the complaint 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 grievant in writing of the necessity to extend the response time and a specific date by when the response will be issued.

A grievance official who fails to meet a time requirement, without providing written notice of an extended deadline, shall be considered to have denied the complaint as of the date of the missed deadline.

Representative

“Representative” means a person designated to represent him or her in the complaint process. An employee may designate a representative through written notice to ILTexas at any level of the grievance process. The

representative may participate in person or by telephone / video conference. If the employee designates a representative with fewer than three days' notice to ILTexas before a scheduled conference or hearing, ILTexas may reschedule the conference or hearing to a later date, if desired, in order to include the school's counsel. ILTexas may be represented by counsel at any level of the process.

Consolidating Complaints

Complaints arising out of an event or a series of related events shall be addressed in one complaint. Employees shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.

When two or more complaints are sufficiently similar in nature and remedy sought to permit their resolution through one proceeding, ILTexas may consolidate the complaints.

Untimely Filings

All time limits for an employee to file a complaint shall be strictly followed unless modified by mutual written consent. If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, upon written notice to the employee, at any point during the complaint process.

Costs Incurred

Each party shall pay its own costs incurred in the course of the complaint.

Complaint and Appeal Forms

Complaints and appeals under this policy shall be submitted in writing on a form provided by ILTexas.

Copies of any documents that support the complaint should be attached to the complaint form. If the employee does not have copies of these documents, they may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the employee unless the employee did not know the documents existed before the Level One conference.

A complaint or appeal form that is incomplete in any material aspect may be dismissed but may be re-filed with all the required information if the re-filing is within the designated time for filing.

Formal Complaint Process

The formal complaint process provides all employees with an opportunity to be heard up to the highest level of administrative management. Once all administrative procedures are exhausted, employees can bring concerns or complaints to the Board of Directors as outlined below.

Level One

Level One complaints must be filed:

1. Within ten days of the date the employee first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint; and
2. With the employee's principal or Executive Director, and the Executive Director of Human Resources. If the administrator with authority to remedy the alleged problem is the employee's immediate manager, then ILTexas may accelerate the complaint to the next Level as appropriate.

If the complaint is not filed with the appropriate administrator, the receiving administrator will note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

The appropriate administrator ~~employee's immediate supervisor~~ or designee shall investigate as necessary

and schedule a conference with the employee within ten days of receiving the Level One complaint. The grievance officer may set reasonable time limits for the conference.

Absent extenuating circumstances, or if there is a need to gather additional information, the grievance officer shall provide the employee with a written response within ten days following the conference. The written response will set forth the basis of the decision. In reaching a decision, the grievance officer may consider information provided at the Level One conference and any other relevant documents or information the grievance officer believes will help resolve the complaint.

Level Two

If the employee did not receive the relief requested at Level One or if the time for a Level One response has expired, or if the employee is otherwise directed to do so by ILTexas, the employee may request an appeal conference with the Area Superintendent or designee. The appeal notice must be filed in writing to the Executive Director of Human Resources, on a form provided by ILTexas, within ten days of the written Level One response or, if no response was received, within ten days of the Level One response deadline.

After receiving notice of the appeal, the Level One grievance officer will prepare and forward a record of the Level One complaint to the Executive Director of Human Resources.

The Area Superintendent or designee will schedule a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level One. The Area Superintendent or designee may set reasonable time limits for the conference.

The Area Superintendent or designee shall provide the employee a written response within ten days following the appeal conference. The written response will set forth the basis of the decision. In reaching a decision, the Area Superintendent or designee may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Area Superintendent or designee believes will help resolve the complaint.

Level Three

If the employee did not receive the relief requested at Level Two or if the time for a Level Two response has expired, the employee may request an appeal conference with the Deputy Superintendent of School Leadership or designee. The appeal notice must be filed in writing to the Deputy Superintendent of School Leadership or designee, on a form provided by ILTexas, within ten days of the written Level Two response or, if no response was received, within ten days of the Level Two response deadline.

After receiving notice of the appeal, the Level Two grievance officer will prepare and forward a record of the Level Two complaint (including the Level One record) to the Deputy Superintendent or designee.

The Deputy Superintendent or designee will schedule a conference within ten days after the appeal notice is filed. The Deputy Superintendent or designee may set reasonable time limits for the conference.

The Deputy Superintendent or designee shall provide the employee a written response within ten days following the appeal conference. The written response will set forth the basis of the decision. In reaching a decision, the Deputy Superintendent or designee may consider the Level One and Level Two records, information provided at the Level Three conference, and any other relevant documents or information the Deputy Superintendent or designee believes will help resolve the complaint.

Level Four

If the employee did not receive the relief requested at Level Three, or if the time for a Level Three response has expired, the employee may appeal to panel of school leaders. The appeal notice must be filed in writing

to the Deputy Superintendent on a form provided by ILTexas within ten days of the written Level Three response or, if no response was received, within ten days of the Level Three response deadline.

After receiving notice of the appeal, the Deputy Superintendent will schedule a conference with the panel within ten days after the appeal notice is filed. The Deputy Superintendent or designee may set reasonable time limits for the conference. The panel of school leaders will consist of the Executive Director of Human Resources, a Deputy Superintendent not in the employee's chain of command, and one other senior leader in International Leadership of Texas.

The panel shall provide the employee a written response within ten days following the appeal conference. The written response will set forth the basis of the decision. In reaching a decision, the panel may consider the Level One, Level Two, and Level Three records, information provided to the panel, and any other relevant documents or information the panel believes will help resolve the complaint.

Level Five

If the employee did not receive the relief requested at Level Four, or if the time for a Level Four response has expired, the employee may appeal to the Board of Directors. The appeal notice must be filed in writing to the Deputy Superintendent on a form provided by ILTexas within ten days of the written Level Four response or, if no response was received, within ten days of the Level Three response deadline.

The Deputy Superintendent or designee shall inform the employee of the date, time, and place of the Board meeting at which the complaint will be on the agenda for consideration by the Board. The Board of Directors will consider the grievance and may, at its discretion, require the appearance of the employee and administration.

The Board of Directors will determine whether the appeal will be considered in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. Generally, complaints involving the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the employee bringing the complaint may be heard by the Board of Directors in a closed meeting. Complaints involving a complaint or grievance against another ILTexas employee, director, or officer shall be heard in a closed meeting unless an open meeting is requested in writing by the employee, director, or officer against whom the complaint or grievance is brought.

After considering the appeal, the Board of Directors may subsequently take action or no action. If the Board of Directors takes action, it may make and communicate its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision from the previous grievance level. The Board's decision, if any, is final and may not be appealed.

~~***NOTE*** The following procedures apply to allegations of Prohibited Conduct other than allegations of sex-based harassment prohibited by Title IX. For allegations of sex-based harassment that, if proved, would meet the definition of a formal complaint of sexual harassment under Title IX, please see the procedures outlined in "Sexual Harassment Prohibited," Section 7.8 of this Handbook.~~

The Texas Whistleblower Act ("TWA") protects employees who make good faith reports of violations of law by ILTexas or another employee to an appropriate law enforcement authority. ILTexas is prohibited from suspending, terminating the employment of, or taking other adverse personnel action against an employee who makes a report under the TWA.

An employee who alleges a violation of whistleblower protection must file a written complaint to Human Resources no later than the 90th day after the date on which the alleged suspension, termination, or other adverse employment action occurred or was discovered by the employee through reasonable diligence.

Following receipt of a whistleblower complaint, the Superintendent or designee will ~~investigate~~~~conduct an investigation~~ and issue a written response to the complaint. An employee who is dissatisfied with the outcome of the investigation may file an appeal to the Board of Directors through the “General Employee Complaint and Grievance Process” described in section 3.29 of this Handbook, beginning at Level Four.

ILTexas may shorten its general timelines for investigating employee complaints and concerns to allow the Board to make a final decision within 60 calendar days of the initiation of the complaint. If the Board does not render a final decision before the 61st day after a whistleblower complaint is filed, an employee may:

1. Exhaust the ILTexas grievance procedure, in which case the employee must sue not later than the 30th day after the date those procedures are exhausted to obtain relief under the Texas Whistleblower Act; or
2. Terminate the ILTexas grievance procedures and sue within the timelines established by the TWA.

PART 4: COMPENSATION AND PAY SCHEDULES

4.1 Payroll

Employees are paid in accordance with administrative guidelines and an established pay structure, and as required under the Texas Payday Laws. ILTexas’ pay plans are reviewed by the administration each year and adjusted as needed. All positions are classified as exempt salaried, non-exempt salaried, or non-exempt hourly according to federal law. Professional employees and academic administrators are generally classified as exempt and are not entitled to overtime compensation.

Exempt employees are paid by the 28th of each month. ILTexas shall pay all salaried employees over 12 months, regardless of the number of months employed during the school year.

Non-exempt employees are paid semi-monthly, on the 15th and 28th, in accordance with the Texas Payday law, and receive overtime pay for each hour worked over 40 in a workweek. Employees should contact the Payroll Department for more information about ILTexas’ pay schedules or their own pay.

An employee’s payroll statement contains detailed information including deductions, withholding information, and the amount of leave accumulated.

Pay dates are posted on the main website in Employee Access (Skyward).

The method of pay may be changed at any time, with or without advance notice.

4.2 Payroll Deductions

ILTexas is required to make the following automatic payroll deductions:

- Teacher Retirement System of Texas or Social Security employee contributions.
- Federal income tax.
- Medicare tax.

- Child support and spousal maintenance, if applicable.
- Delinquent federal education loan payments, if applicable.

Other payroll deductions employees may elect include deductions for the employee's share of premiums for health, dental, life, and vision insurance, or annuities. Salary deductions may also be made for unauthorized or unpaid leave in accordance with applicable law.

If you have questions why deductions were made from your paycheck or how they were calculated, please notify the Payroll Office.

Administrative Pay Corrections

In the event of an error in payment, the employee should notify the Payroll Department and send the necessary paperwork to correct the matter. Any questions concerning how or when corrections will be made should be directed to the Payroll Office.

Overpayments

Employees must inform the Payroll Office of known overpayments on any paychecks received. ILTexas will pursue all legal means necessary to recover overpayments.

4.3 Direct Deposit

All faculty and staff are strongly encouraged to take advantage of direct deposit because of the many advantages it offers. In addition to being efficient and convenient, direct deposit is the most reliable method of receiving pay. Every employee participating in the program must sign a Direct Deposit Authorization Agreement form. A notification period of two weeks may be necessary to activate this service, depending on the employee's designated depository bank.

4.4 Lost/Stolen Paychecks

Lost or stolen paychecks should be reported to the Payroll Office immediately. ILTexas will issue a stop payment on the lost or stolen check. Only after the financial institution has notified ILTexas that payment of the check has been stopped can a new check be issued.

4.5 Unclaimed Payroll Checks

In the event an employee does not collect their pay within 90 days, ILTexas will secure such pay and the wages will still be recorded. The employee will be required to present proper identification to ILTexas before pay will be reissued. If unclaimed pay is not claimed for a period of one year from its date of issuance, the pay amount "escheats" to the State of Texas pursuant to the Texas Property Code. After such time, the employee will need to contact the Unclaimed Property Division of the Texas State Comptroller's Office for instructions on retrieving deposited wages.

4.6 Authorized Check Pick Up

ILTexas will release a paycheck to a third party, including a spouse, who is authorized in writing by the employee to receive the paycheck. Written authorization must be provided to the Payroll Manager prior to any paycheck being released.

4.7 Expense and Travel Expense Reimbursement

Before any travel expenses are incurred by an employee, the employee must submit a pre-approval request in Chrome River to be approved by the employee's supervisor. Exceptions may only be approved by a Chief or Deputy Superintendent in the chain of command. For approved travel, employees will be reimbursed for mileage and other travel expenditures according to the current rate schedule established by ILTexas. Employees must submit itemized receipts, to the extent possible, to be reimbursed for expenses other than mileage and per diem.

Use of Employee Vehicles for School Business. Employees may from time to time use their own vehicles for school business, such as attending conferences. The employee is responsible for submitting a pre-approval request in Chrome River. Once the request is approved, the employee is eligible for mileage reimbursement. Employees are required to carry personal auto liability insurance at all times. No ILTexas insurance coverage is provided for vehicle repairs to an employee's vehicle in the event of an accident. The owner is responsible for all repairs. Employees should immediately report all accidents to their insurance company.

4.8 Wage and Tax Statements

All employees will receive a Wage and Tax Statement (Form W-2) showing their annual earnings and the amounts deducted for Social Security, Medicare, and federal income taxes. Additional earnings and deductions that may be included, if applicable, are social security tips, allocated tips, advance earned income credit, and dependent care benefits. W-2 forms will be prepared by ILTexas and distributed on or before January 31st of each year.

4.9 Fair Labor Standards Act (FLSA)

Employment Categories

It is the intent of ILTexas to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the employment relationship at-will at any time is retained by both the employee and ILTexas.

Each employment position is designated as either EXEMPT or NON-EXEMPT under federal and state wage and hour laws in accordance with applicable federal law. Employees in NON-EXEMPT positions are entitled to overtime pay under the specific provisions of federal law. Employees in EXEMPT positions are excluded from specific provisions of federal and state wage and hour laws. A position's EXEMPT or NON-EXEMPT classification may be changed only upon written notification by ILTexas, and in accordance with applicable federal law.

Exempt status applies to the position and not the employee. Exempt simply means the position the employee fills is exempt from the Fair Labor Standards Act ("FLSA"), and is not entitled to overtime compensation. All Professional employees are considered Exempt. Exempt employees are paid on a salaried basis, and their salary is not reduced for absences of less than one full day. However, any full days of absence taken in excess of the employee's allotment/service record accumulation of sick or personal leave will result in an employee payroll deduction calculated on a pro-rated daily rate.

Non-exempt positions are those positions that are not exempt from the FLSA. Non-exempt positions require the school to pay the employee overtime rates (time and a half) for all hours worked in excess of 40 during a workweek. The key phrase here is "hours worked." An employee may work 32 hours in a week and have

16 hours of vacation time. This would reflect as 48 hours on a paycheck, but for overtime calculation, the employee actually worked 32 hours – so overtime would not be paid. All employees in positions that are classified as non-exempt will be required to maintain a timecard or record and will be eligible for overtime pay in accordance with the appropriate Wage and Hour laws.

ILTexas' positions are reviewed and assigned an FLSA (exempt or non-exempt) status that is maintained on a master record by ILTexas. Employees may obtain this information from the Human Resources Department upon request.

Timekeeping

Federal and state laws require ILTexas to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties. Employees are not to estimate future hours and include them on their timecard.

Non-exempt employees should accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period. They should also record the beginning and ending time of any split shift or departure from work for personal reasons. This work log should be recorded as it takes place – not several hours or days later. Overtime work must always be approved before it is performed.

Time Clock Guidelines for Non-Exempt Employees: ILTexas utilizes an electronic time keeping system called "True Time," which enables employees to more accurately keep track of time worked. It will also allow ILTexas to more efficiently process time worked for payroll purposes. In order for this system to work to its fullest potential, ILTexas asks all non-exempt employees to follow the guidelines outlined below.

Official Time Records: The True Time electronic time keeping system and associated work records will become the official basis for recording hours worked for non-exempt employees. Any disputes over actual hours worked or attendance will be resolved by referring to the True Time records. Employees will be required to submit their time sheets electronically to their supervisor.

Daily Clock In/Out Requirements: All non-exempt employees will be required to "clock-in" in the morning and "clock-out" at the end of the workday at their respective locations. Lunch breaks will also require clocking in/out. Missing a clock in/out requires a note be added as to the reason for the missed clock in/out (this will apply to paraprofessional support staff only). All other non-exempt employees will need to complete a missed clock in/out form and turn into their supervisor to enter into the True Time System (Employee Access - Web Post Document Center).

Other requirements and guidelines include:

- Employees are expected to clock in by their scheduled start time.
- Employees shall not clock out before their scheduled ending time, unless authorized to do so by their supervisor. If a non-exempt employee that is paid on an annualized basis clocks out early, they shall use leave or time not worked will be deducted from their pay as allowed by applicable law.
- Employees are required to take a lunch break of at least 30 minutes when working more than six hours a day (failure to comply will result in disciplinary action up to and including termination).

Falsification, Tampering, and Unauthorized Viewing: The following actions are considered a violation and could result in immediate disciplinary action including termination.

- Any attempt to tamper with timekeeping hardware or software.
- Clocking in/out for an absent or late employee (a.k.a. “buddy punching”).
- Interfering with other employee’s use of the True Time System.
- Unauthorized viewing of another employee’s time in the True Time System.

The supervisor will review the specific details of any and all infractions and develop an appropriate response.

Clock Problems: Employees are responsible for correcting time sheets if they are unable to clock in/out because of a time clock malfunction or accidental oversight. Paraprofessional support staff can make these corrections with notations; all other non-exempt employees need to report immediately to their supervisor for correction. Excessive “edits” to time sheet may result in revoking of edit privileges and possible disciplinary action.

Unreported Hours: Intentional or careless working off the clock is prohibited. Employees are required to clock in before performing any work. Employees are not permitted to clock out and continue to work. Forgetting to clock in/out is not a legitimate reason for working off the clock.

Processing of Electronic Time Reports: The payroll office will import time sheets on a weekly basis. Employees must submit their time sheets to their supervisor no later than Monday for the previous weeks’ time worked. Each supervisor or designee will review/ sign and submit to payroll for processing.

Minimum Wage and Overtime

ILTexas compensates overtime for non-exempt employees in accordance with federal wage and hour laws. Only non-exempt employees are entitled to overtime compensation. Depending on ILTexas’ need, employees may be requested to work overtime. Overtime should always be authorized in advance by a supervisor. Overtime will be calculated based on the actual hours recorded and credited to the employee, as measured by the True Time System.

Non-exempt employees are not authorized to work beyond their normal work schedule without ADVANCE approval in writing from their supervisor. Employees that work unauthorized overtime ~~are~~ could be subject to disciplinary action, up to and including termination.

PART 5: EMPLOYEE BENEFITS

The benefits information in this handbook is only a summary of benefit plans offered by ILTexas. This general explanation is not intended to and does not provide employees with all the details of these benefits. This Handbook does not change or otherwise interpret the terms of the official plan documents. If there is any conflict or difference between the information in this Handbook and the plan documents, the plan documents will govern. ILTexas reserves the right to change or end these benefits at any time and for any reason, consistent with all laws. Additionally, benefit eligibility is dependent upon a variety of factors, including employee classification. If employees would like additional information related to any benefits offered by ILTexas, please contact the Employee Benefits Department.

Substitute teachers and temporary employees may be eligible for the benefits described in this section in accordance with the Patient Protection and Affordable Care Act and other applicable rules and regulations governing ILTexas’ benefit plans.

5.1 Benefit Offerings

ILTexas currently offers the following benefit programs to eligible employees in the manner prescribed by law:

- Health coverage benefit
- Teacher retirement
- COBRA

Benefits eligibility is dependent upon a variety of factors, including employee classification. The employee classification can identify the programs for which you are eligible. Some benefit programs require contributions from the employee; some are fully paid by ILTexas.

5.15.2 Health and Life Insurance Plan Years

The insurance plan year is from September 1 through August 31. Current employees can make changes in their insurance coverage during open enrollment each year. Detailed descriptions of insurance coverage, employee cost, and eligibility requirements are provided to all employees at the following website: <http://mybenefitshub.com/il texas>. Employees should contact the Benefits Department for additional information.

All new employees must complete the enrollment process within the first 30 days of employment, even if waiving coverage. Except for qualifying events such as marriage, births, or job changes, new employees will only be able to add, change or drop selected benefits once every twelve months during ILTexas' open enrollment period communicated by the Benefits Department.

Qualifying event changes must be made within 30 days of the qualifying event date. This applies to all employees regardless of whether or not they participate under the Section 125 cafeteria plan.

All employees and their eligible dependents should be aware that HIPAA privacy laws may prevent Benefits Department staff members from discussing personal health information concerning another member of your family.

Benefit Offerings

5.3 Health Coverage Benefits

Group health insurance coverage is available through TRS Active Care to eligible employees in accordance with TRS Active Care provisions. Employees may access the TRS website at <https://www.trs.texas.gov/Pages/Homepage.aspx>.

Eligibility

1. Employees who are active, contributing TRS members.
2. Employees who are not contributing TRS members and who are employed for ten (10) or more regularly scheduled hours per week.
3. TRS Retirees who are enrolled in TRS-Care (Retiree Health Insurance Program) are not eligible to participate in TRS Active Care.

ILTexas' medical coverage plan(s) is/are reviewed annually and approved as needed by the Board of Directors. ILTexas' annual contribution to the plan(s) is/are also reviewed on an annual basis by the Board of Directors. Detailed information and descriptions of coverage, premiums, and eligibility are available through ILTexas.

5.4 **TRS Retirement**

Employment that makes one eligible for membership in the Teacher Retirement System (“TRS”) is:

- Regular employment with ILTexas that is expected to last for a period of four and one-half months or more;
- For one-half or more of the standard full-time workload; and
- With compensation paid at a rate comparable to the rate of compensation for other persons employed in similar positions.

ILTexas employees meet these requirements if their customary employment is for 20 hours or more each week and for four and one-half months or more in one school year.

Full-time service is employment that is usually 40 clock hours per week.

If ILTexas has established a lesser requirement for full-time employment for certain positions, full-time service includes employment in those positions. In no event may full-time employment require less than 30 hours per week for TRS purposes.

All new TRS Eligible employees may start their medical coverage on the 1st of the month following their hire date. At no time will employees be eligible for coverage before the first day worked by the employee. If an employee does not enroll within 31 days of eligibility, that employee will be eligible to enroll during the next open enrollment opportunity.

All regular employees of the public education system in Texas (employed for four and one-half months or more, for one-half time or more of the standard full-time workload and paid at a rate comparable to other persons employed by that employer in similar positions) must participate in TRS, unless an exception to TRS membership applies.

The exceptions to TRS membership include but are not limited to:

- A substitute, as defined by TRS Rules (To be considered a substitute, the individual must be serving in a position currently held by another employee and paid at a rate of pay that does not exceed the rate for substitute work established by the employer.);
- A person employed on a temporary (less than four and one-half months), part-time (less than one-half time), seasonal, or on an irregular basis.

Substitutes not receiving TRS service retirement benefits that work at least 90 days a year may also be eligible for TRS membership and to purchase one year of creditable service. TRS provides members with an annual statement of their accounts showing all deposits and the total account balance for the year ending August 31, as well as an estimate of their retirement benefits.

ILTexas will make all required contributions for employees eligible for TRS benefits on a timely basis. Individuals who are planning retirement and retirees who are considering employment after retirement should contact the Human Resources for the current administrative procedures regarding ILTexas Retire/Rehire Policy.

Employees can contact TRS by calling 800-223-8778 or 512-542-6400. TRS information is also available on the web at www.trs.state.tx.us.

5.5 Benefits Continuation – COBRA

ILTexas' benefits carriers will notify employees of their potential rights under COBRA upon separation from employment with the school.

5.6 Other Benefits

From time to time, ILTexas may offer its employees the option to additionally purchase and/or participate in various other benefits and insurance programs, subject to the terms and conditions of the various programs.

Cafeteria Plan

Financial Benefit Services is the Third-Party Administrator that provides online benefit enrollment. National Benefit Services is our Section 125 provider.

5.7 Unemployment Compensation Insurance

Employees who have been laid off or terminated through no fault of their own may be eligible for unemployment compensation benefits. Employees are not eligible to collect unemployment benefits during regularly scheduled breaks in the school year or the summer months if they have employment contracts or reasonable assurance of returning to service. Employees with questions about unemployment benefits should contact the Human Resources department.

5.8 Workers' Compensation

ILTexas provides workers' compensation benefits to employees [and long term substitute teachers in the classroom](#) who suffer a work-related illness or are injured on the job. [This benefit is administered by Summit Holdings.](#)

Coverage becomes effective on the employees' first day of employment, and benefits help pay for medical treatment and make up for part of the income lost while recovering. Specific benefits are prescribed by law depending on the circumstances of each case.

All work-related accidents or injuries should be reported immediately to the employee's immediate supervisor. Employees who are unable to work because of a work-related injury or illness will be notified of their rights and responsibilities with respect to workers' compensation benefits.

An employee absent from duty because of a job-related illness or injury may be eligible for workers' compensation weekly income benefits if the absence exceeds seven, calendar days.

An employee receiving workers' compensation wage benefits for a job-related illness or injury may choose to use accumulated sick leave or any other paid leave benefits. An employee choosing to use paid leave will not receive workers' compensation weekly income benefits until all paid leave is exhausted or to the extent that paid leave does not equal the pre-illness or pre-injury wage. If the use of paid leave is not elected, then the employee will only receive workers' compensation wage benefits for any absence resulting from a work-related illness or injury, which may not equal the employee's pre-illness or pre-injury wage.

An employee whose accumulated leave is exhausted prior to or during an absence for a work-related injury or illness shall be placed on an unpaid leave of absence. Except while on family and medical leave, the employee shall be responsible for full payment, in advance, of all premiums for insurance benefits during

such leave of absence.

Upon release from workers' compensation for regular or accommodated duty, the employee must submit a written request for reinstatement of employment. The request must be accompanied by a physician's statement certifying the employee's fitness to return to work. The return to work shall be coordinated by the HR Benefits Department.

Except as required under the temporary disability law, an employee released from workers' compensation shall be considered for a position for which the employee is qualified, provided such a position is available. The HR Benefits Department will issue any applicable bona fide job offer.

If no position for which the employee is qualified is available at the time the employee requests reinstatement, the employee shall be considered for a subsequent vacancy. Failure of an employee to report to ILTexas upon release from workers' compensation leave within three days, or refusal to accept an offered position, shall constitute a resignation.

An employee who believes that his or her condition is a qualifying disability and that he or she is a qualified individual with a disability under the ADA may request and pursue accommodations under the ADA.

Additional information about ILTexas' workers' compensation benefit offering may be obtained from HR Benefits Department.

PART 6: EMPLOYEE ATTENDANCE AND LEAVE

ILTexas offers employees paid and unpaid leaves of absence in times of personal need. Following is a description of the basic types of leave available and restrictions on leaves of absence. Employees who expect to be absent for an extended period of more than five days should call the Human Resources Department for information about applicable leave benefits, payment of insurance premiums, and requirements for communicating with ILTexas during absence from work.

6.1 Attendance

Employees shall be available full-time during their regular work hours, as defined by their letter of agreement. Any scheduling changes must be discussed with and approved by the employee's immediate supervisor and/or the Principal. Any changes to an employee's schedule must be provided to HR.

Absence

Employees are responsible for notifying their immediate supervisor and/or the Principal of late arrivals, early departures, and absences, in advance. Notification to an employee other than the appropriate supervisor and/or Principal is not acceptable. The employee must give notice as far in advance as possible. All employees are required to submit leave requests through Skyward Employee Access and AESOP, (for positions requiring a substitute), for all days missed. The True Time System is an electronic timekeeping system only and does not record your absence. Failure to record your absences will result in disciplinary action up to and including termination of employment.

Excessive Absenteeism or Tardiness

Excessive absenteeism, tardiness, and leaving work prior to the designated time constitute grounds for any of the following **disciplinary** actions:

- Disciplinary Letter (Letter of Expectation, Concern, or Reprimand)

- Denial of pending or future promotion
- Requirement to provide proof of medical documentation/need or reasons for absences and/or tardies.
- Any other appropriate disciplinary measure, including suspension or termination of employment.

With the exception of leaves of absence for military duty, approved leave under the Family and Medical Leave Act or any other approved leave of absence, if an employee accumulates more than ten days of absences after exhausting all earned paid leave days for the year, the employee will be separated due to unavailability for work, subject to any reasonable accommodation duties ILTexas may have under the Americans with Disabilities Act (ADA).

Failure to Give Notice – Job Abandonment and Voluntary Resignation

Failure to report to work without supervisor approval and/or to provide notification of an absence to a supervisor for three consecutive workdays (unless prevented by circumstances beyond the employee's control) shall be considered job abandonment and/or voluntary resignation on the last day worked, in accordance with applicable federal and state law, and ILTexas will process the work separation as a voluntary resignation on the employee's part.

In the event of job abandonment or voluntary resignation, all school-owned property (e.g., keys, uniforms, etc.) must be returned immediately to ILTexas.

No payment shall be made for accrued and unused sick leave or any other type of leave upon voluntary resignation or job abandonment, regardless of whether or not the employee provided advance notice of resignation.

6.2 Non-Duty (Holiday) Leave

Each year, the Board of Directors will establish a school calendar indicating school holidays and closures. This calendar is distributed to each ILTexas employee.

6.3 Local Leave Overview

ILTexas allocates leave days to all full-time employees to allow them the flexibility to attend to their personal and medical time-off needs. The allocation is available at the beginning of the year; however, an employee must complete the full year to earn the maximum allocation.

All employees will earn a total of eight leave days per school year; leave availability will be prorated for employees who begin employment with ILTexas after the start of the school year or leave prior to the end of the school year. ILTexas may designate up to five days per year as "state leave days" on an employee's official service record. However, ILTexas cannot guarantee that the five days of annual local leave designated as "state leave days" will transfer to another Texas public school. This is because, as an open-enrollment charter school, ILTexas does not participate in the "state leave" program described in Chapter 22 of the Texas Education Code. Thus, the five days of annual local leave designated as "state leave" may not transfer to another charter school or school district if an employee leaves service with ILTexas.

Local Leave is to be used for the following reasons:

- Employee illness.
- Illness in the employee's immediate family.
- Family emergency (i.e., natural disasters or life-threatening situations).

- Death in the immediate family, defined as an employee's parent, stepparent, child, stepchild, sibling, grandparent, aunt, uncle, or cousin.
- Active military service, in conjunction with any applicable military leave of absence.
- Absence for other personal reasons.

Employees must take local leave in full or half day increments.

Approvals for Local Leave Days

Requests for leave shall be considered on a first come, first serve basis. The employee shall submit requests through Skyward Employee Access to the immediate supervisor or designee at least five days in advance of the requested leave date. In deciding whether to approve or deny leave, the supervisor or designee shall not seek or consider the reasons for which an employee requests to use leave. The supervisor or designee shall, however, consider the effect of the employee's absence on the educational program or school operations, as well as the availability of substitutes. **All requests for leave must be approved prior to the employee taking the leave.**

Duration of Leave/Schedule Limitations

Local leave may not be taken for more than three consecutive days, except in extenuating circumstances as determined by the Principal or Supervisor. Local leave shall not be allowed in the following circumstances:

- The first and last week of school;
- Days scheduled for end-of-semester or end-of-year exams, days scheduled for state-mandated assessments or for school achievement tests;
- Days scheduled for professional or staff development and/or in-service training;
- Within three days of a scheduled holiday (before or after) unless a request is submitted at least 30 days in advance of the requested time off and such request is approved;
- Within two weeks of the start or end date of the employee's Letter of Agreement (LOA); and
- Local leave requested to be taken within 30 days of the last day of school must be requested 30 days in advance of the requested time off and such request is approved.

Any leave taken for which leave balances are insufficient shall result in a deduction from the employee's paycheck commensurate with the amount of leave taken, to the extent allowed by law. Additionally, if an employee leaves IL Texas before the end of the work year, the amount of wages, based on the employee's daily rate, for any unearned leave days taken by the employee shall be deducted from the employee's final paycheck in accordance with applicable law.

Personal leave by reason of illness, two or more days in duration, may require a doctor's note upon return to work.

Medical Certification

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

Forfeiture of Accrued Leave

Any unused paid accrued leave, regardless of what the leave is called (e.g., sick leave, local leave, vacation, discretionary leave, etc.), is forfeited upon notification of separation from employment, whether voluntary or involuntary.

6.4 Extended Sick Leave

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ILTexas employees who have worked for a minimum of 90 consecutive days are eligible for up to 25 days of paid, extended sick leave. This leave may only be used if an employee has exhausted his or her Local and State Leave benefits for the employee's or the employee's immediate family member's illness or disability. Immediate family is defined as an employee's husband, wife, child (including a biological, adopted, stepchild, a child for whom the employee stands in loco parentis, or foster child), father, mother, brother, sister, grandfather, grandmother, grandchildren, or any person who may be residing in the employee's household at the time of illness or disability. This includes an employee's (or employee's spouse's) pregnancy-related complications.

Extended sick leave is to be used for single, long-term illnesses or conditions. An employee is eligible for up to 25 days of paid, extended sick leave ~~once every three years~~.

Requests must be submitted, in writing, to the HR Benefits Department. A committee made up of the ~~Chief of Staff, Chief Equity Officer, and Chief Development Officer~~ Chief Administrative Officer, the Executive Director of Human Resources and Chief Legal Officer will review and determine approval or denial for all requests. A doctor's written statement confirming the need for extended sick leave shall be required before leave is granted, and periodically thereafter as determined by ILTexas. Extended sick leave will stop on the date the doctor releases the employee or when all extended sick leave has been exhausted, whichever comes first. Employees who fail to return from Extended Sick Leave upon receiving a doctor's release may have the paid leave benefits deducted from any final pay.

The daily rate of a substitute shall be deducted from an employee's daily pay during a period of extended sick leave. Employees who do not require a substitute will be paid at 60% of their daily rate. Additionally, ***any period of extended sick leave will run concurrently with any FMLA leave taken by the employee.*** Employees who are collecting disability, workers' compensation, or any other benefits are not eligible for extended sick leave. The Superintendent shall adopt procedures to implement and control Extended Sick Leave benefits.

6.5 Emergency Leave

Employees may be granted up to five paid days of emergency leave for destruction of their home or domicile due to flood, fire, storm, or other natural disasters. Such leave is subject to the approval of the Superintendent or designee. Any further leave granted will result in a deduction of accumulated Local Leave or will be considered unpaid leave, unless otherwise provided by ILTexas.

6.6 Family and Medical Leave Act

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

NOTE: The following FMLA provisions and references to FMLA in this Handbook and in Board policy are applicable only to employees eligible for FMLA.

The following text is adapted from the federal notice, *Employee Rights Under the Family and Medical Leave Act*. Specific information that ILTexas has adopted to implement the FMLA follows this general notice.

Leave Entitlements

Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within one year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job; or
- For qualifying exigencies related to the deployment or military service of a family member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

Benefits and Protections

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

Eligibility Requirements

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave; and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

Requesting Leave

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer

so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

Employer Responsibilities

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

Enforcement

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

For additional information or to file a complaint:

1-866-4-USWAGE (1-866-497-9243) TTY: 1-877-889-5627
www.dol.gov/whd

Local FMLA Guidelines

Calculating FMLA Leave Year

ILTexas uses the following method to establish the 12-month period in which FMLA leave may be used:

- A "rolling" 12-month period, measured backward from the last date an employee uses leave under the FMLA. Under this "rolling" 12-month period, each time an employee takes FMLA leave, the remaining leave entitlement would be the balance of the 12 weeks which has not been used during the immediately preceding 12 months.

Use of Paid Leave

FMLA leave runs concurrently with accrued sick and personal leave, emergency leave, temporary disability leave, and absences due to a work-related illness or injury. ILTexas will designate the leave as FMLA, if applicable, and notify the employee that accumulated leave will run concurrently.

Combined Leave for Spouses

Spouses who are employed by ILTexas are limited to a combined total of 12 weeks of FMLA leave to care for a parent with a serious health condition, or for the birth, adoption, or foster placement of a child. Military caregiver leave for spouses is limited to a combined total of 26 weeks.

Intermittent Leave

When medically necessary or in the case of a qualifying exigency, an employee may take leave intermittently or on a reduced schedule. ILTexas does not permit the use of intermittent or reduced-schedule leave for the care of a newborn child or for adoption or placement of a child with the employee.

Fitness for Duty

An employee that takes FMLA leave due to the employee's own serious health condition shall provide, before resuming work, a fitness-for-duty certification from the health care provider. If certification of the employee's ability to perform essential job function is required, ILTexas shall provide a list of essential job functions (e.g., job description) to the employee with the FMLA designation notice to share with the health care provider.

Reinstatement

With certain exceptions allowed under the FMLA, an employee returning to work at the end of FMLA leave will be returned to the same position held when the leave began or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

In certain cases, instructional employees desiring to return to work at or near the conclusion of a semester may be required to continue on family and medical leave until the end of the semester. The additional time off is not counted against the employee's FMLA entitlement, and ILTexas will maintain the employees group health insurance and reinstate the employee at the end of the leave according to school policy and procedure.

Failure to Return

If, at the expiration of FMLA leave, an employee is able to return to work but chooses not to do so, ILTexas may require the employee to reimburse ILTexas' share of insurance premiums paid during any portion of FMLA leave when the employee was on unpaid leave. If the employee fails to return to work for a reason beyond the employee's control, such as a continuing personal or family serious health condition or a spouse being unexpectedly transferred more than 75 miles from ILTexas, the school may not require the employee to reimburse ILTexas' share of premiums paid.

School Contact

Employees that require medical leave under the FMLA or have questions about FMLA leave should contact the Benefits Coordinator for details on eligibility, requirements, and limitations.

6.7 Military Leave of Absence

ILTexas is committed to protecting the rights of employees absent on military leave. In accordance with federal and state law, it is ILTexas' policy that no employee or prospective employee will be subjected to any form of discrimination on the basis of that person's membership in, or obligation to perform service for any of the Uniformed Services of the United States. Specifically, no person will be denied employment, reemployment, promotion, or other benefit of employment on the basis of such membership. Furthermore, no person will be subjected to retaliation or adverse employment action because such person has exercised his or her rights hereunder. If any employee believes that he or she has been subjected to discrimination in violation of this provision, the employee should immediately contact Human Resources.

Temporary (Two-Week) Military Leave

In addition to the rights and benefits provided to employees taking Extended Military Leave, eligible employees who must be absent from their job for a period of not more than ten working days each year in order to participate in temporary military duty are entitled to as many as ten days' military leave (up to three days' paid). All benefits will continue during an employee's temporary military leave.

All Other (Extended) Military Leave

Employees directed to participate in extended military duties in the U. S. Armed Forces that exceed ten working days will be placed on an unpaid military leave of absence status for a period of as long as five years, except as otherwise required by USERRA, and the employee will be entitled to the rights and benefits described in this Handbook and in accordance with ILTexas' policies and procedures.

To request a temporary or extended military leave of absence the employee should, unless prevented from doing so by military necessity, notify Human Resources and complete and submit the appropriate form. An employee on temporary or extended military leave may elect, at his or her option, to use paid leave (vacation, sick or personal) available; the remainder of military leave will be unpaid.

6.8 Leaves of Absence

All employees with six months or more of service to IL Texas are eligible to request an unpaid leave of absence, which is limited to 30 days per semester and requires prior approval from HR (A Leave of Absence is for unexpected hardships an employee may encounter, and he/she lacks eligibility for other leave types).

6.9 Bereavement Leave

Full-time and part-time employees are eligible for bereavement leave. Employees who are currently on another type of leave of absence are not eligible.

ILTexas employees may be absent, without loss of pay, in the event of the death of one of the following relatives of the employee or his or her spouse: husband, wife, child (including a biological, adopted, stepchild, a child for whom the employee stands in loco parentis, or foster child), father, mother, brother, sister, grandfather, grandmother, grandchildren, or any person who may be residing in the employee's household at the time of illness or death. Paid bereavement leave is limited to three days during any one school year unless otherwise approved by the Superintendent or designee. Bereavement leave must be used within 30 days of the date of death. Any exceptions must be approved by HR in advance.

If an employee experiences a death in the family, he or she should inform the Principal or Supervisor as soon as possible. Supporting documentation is required.

6.10 Jury Duty and Grand Jury Service

ILTexas may not discharge, threaten to discharge, intimidate, coerce, reduce the salary, or otherwise penalize or discriminate against an employee because of the employee's compliance with a summons to appear as a juror or a grand juror. A leave of absence for jury or grand jury duty will be granted to any employee will be compensated at his or her regular daily or hourly rate for each day of absence due to jury or grand jury duty. Employees must present documentation of the service and may keep any compensation they receive. A summons to appear is not proper documentation of the service. If an employee is released early, he or she must return to work. Consideration will be given on a case-by-case basis for travel time.

6.11 Other Court Appearances

Employees will be paid while on leave to comply with a valid subpoena related to employment with ILTexas. Employees may be required to submit documentation of their need for leave for court appearances to the Human Resources Department. Absences for court appearances related to an employee's personal business shall be deducted from the employee's personal leave or shall be taken as leave without pay.

6.12 Voting Leave

Any employee who does not have two consecutive non-work hours while the polls are open on election day will be given up to two hours off with pay in order to vote, unless more time is required by state law. The employee should notify the appropriate supervisor before Election Day if time off is needed, so that the timing of the employee's absence can be pre-arranged.

PART 7: EMPLOYEE CONDUCT

7.1 General

The successful operation and reputation of ILTexas is built upon the principles of ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of all applicable laws and regulations, as well as scrupulous regard for the highest standards of conduct and personal integrity.

ILTexas will comply with all applicable laws and regulations, including its charter agreement with the State of Texas, and expects all employees to conduct their work in accordance with relevant law and to refrain from any illegal, dishonest or unethical conduct. Neither the Board of Directors nor any ILTexas employee shall retaliate against a person who in good faith reports perceived illegal, dishonest or unethical conduct.

In general, the use of good judgment, based on high ethical principles, will guide you with respect to lines of acceptable conduct. If a situation arises where it is difficult to determine the proper course of action, discuss the matter with your immediate supervisor and, if necessary, Human Resources.

Every employee is responsible for complying with ILTexas' policy of proper business ethics and personal conduct. Disregarding or failing to comply with these standards may lead to disciplinary action, up to and including termination of employment.

7.2 Standards of Conduct

All employees are expected to work together in a cooperative spirit to serve the best interests of ILTexas and to be courteous to students, one another, and the public. Employees are expected to observe the following standards of conduct:

- Engage in professional communications and behavior toward students, fellow employees, service providers, and other ILTexas stakeholders.
- Express concerns, complaints, or criticism through appropriate channels.
- Know and comply with department and Board policies and procedures.
- Maintain confidentiality in all matters relating to students and coworkers.
- Notify their immediate supervisor in advance or as early as possible in the event that they must be absent or late. Unauthorized absences, chronic absenteeism, tardiness, and failure to follow procedures for reporting an absence may be cause for disciplinary action.
- Observe all safety rules and regulations and report injuries or unsafe conditions to a supervisor immediately.
- Recognize and respect the rights of students, parents, other employees, and members of the community.
- Report to work according to the assigned schedule.
- Use ILTexas school time, funds, and property for authorized school business and activities only.

All employees should perform their duties in accordance with state and federal law, Board policies and procedures, and ethical standards. Violation of policies, regulations, or guidelines may result in disciplinary action, including termination. Alleged incidents of certain misconduct by educators, including having a criminal record, must be reported to SBEC not later than the seventh day after the Superintendent knew of the incident.

7.3 Code of Ethics

All employees must comply with the following Code of Ethics, which has been adapted from the Professional Code of Ethics and Standard Practices for Texas Educators:

Ethical Conduct in General

Employees shall comply with standard practices and ethical conduct toward students, professional colleagues, school officials, parents, and members of the community and shall safeguard academic freedom. Employees, in maintaining the dignity of the profession, shall respect and obey the law, demonstrate personal integrity, and exemplify honesty and good moral character. Employees, in exemplifying ethical relations with colleagues, shall extend just and equitable treatment to all members of the profession. Employees, in accepting a position of public trust, shall measure success by the progress of each student toward realization of his or her potential as an effective citizen. Employees, in fulfilling responsibilities in the community, shall cooperate with parents and others to improve the public schools of the community.

Professional Ethical Conduct, Practices and Performance

- Standard 1.1. An employee shall not intentionally, knowingly, or recklessly engage in deceptive practices regarding official policies of the charter school, an educator preparation program, the Texas Education Agency, or the SBEC and its certification process.
- Standard 1.2. An employee shall not knowingly misappropriate, divert, or use monies, personnel, property, or equipment committed to his or her charge for personal gain or advantage.
- Standard 1.3. An employee shall not submit fraudulent requests for reimbursement, expenses, or pay.
- Standard 1.4. An employee shall not use institutional or professional privileges for personal or partisan advantage.
- Standard 1.5. An employee shall neither accept nor offer gratuities, gifts, or favors that impair professional judgment or to obtain special advantage. This standard shall not restrict the acceptance of gifts or tokens offered and accepted openly from students, parents of students, or other persons or organizations in recognition or appreciation of service.
- Standard 1.6. An employee shall not falsify records, or direct or coerce others to do so.
- Standard 1.7. An employee shall comply with state regulations, written local Board policies, and other state and federal laws.
- Standard 1.8. An employee shall apply for, accept, offer, or assign a position or a responsibility on the basis of professional qualifications.
- Standard 1.9. An employee shall not make threats of violence against school employees, members of the Board of Directors, students, or parents of students.
- Standard 1.10. An employee shall be of good moral character and be worthy to instruct or supervise the youth of this state, as applicable.
- Standard 1.11. An employee shall not intentionally or knowingly misrepresent his or her employment history, criminal history, and/or disciplinary record when applying for subsequent employment.
- Standard 1.12. An employee shall refrain from the illegal use, abuse, or distribution of controlled substances, prescription drugs, and toxic inhalants.

- Standard 1.13. An employee shall not be under the influence of alcohol or consume alcoholic beverages on school property or during school activities when students are present.

Ethical Conduct toward Professional Colleagues

- Standard 2.1. An employee shall not reveal confidential health or personnel information concerning colleagues unless disclosure serves lawful professional purposes or is required by law.
- Standard 2.2. An employee shall not harm others by knowingly making false statements about a colleague or the ILTexas system.
- Standard 2.3. An employee shall adhere to written local Board policies and state and federal laws regarding the hiring, evaluation, and dismissal of personnel.
- Standard 2.4. An employee shall not interfere with a colleague’s exercise of political, professional, or citizenship rights and responsibilities.
- Standard 2.5. An employee shall not discriminate against or coerce a colleague on the basis of race, color, religion, national origin, age, gender, disability, family status, or sexual orientation.
- Standard 2.6. An employee shall not use coercive means or promise of special treatment in order to influence professional decisions or colleagues.
- Standard 2.7. An employee shall not retaliate against any individual who has filed a complaint with the SBEC or who provides information for a disciplinary investigation in accordance with applicable laws or regulations.
- Standard 2.8. An employee shall not intentionally or knowingly subject a colleague to sexual harassment.

Ethical Conduct Toward Students

- Standard 3.1. An employee shall not reveal confidential information concerning students unless disclosure serves lawful professional purposes or is required by law.
- Standard 3.2. An employee shall not intentionally, knowingly, or recklessly treat a student or minor in a manner that adversely affects or endangers the learning, physical health, mental health, or safety of the student or minor.
- Standard 3.3. An employee shall not intentionally, knowingly, or recklessly misrepresent facts regarding a student.
- Standard 3.4. An employee shall not exclude a student from participation in a program, deny benefits to a student, or grant an advantage to a student on the basis of race, color, gender, disability, national origin, religion, family status, or sexual orientation.
- Standard 3.5. An employee shall not intentionally, knowingly, or recklessly engage in physical mistreatment, neglect, or abuse of a student or minor.
- Standard 3.6. An employee shall not solicit or engage in sexual conduct or a romantic relationship with a student or minor.
- Standard 3.7. An employee shall not furnish alcohol or illegal/unauthorized drugs to any person under 21 years of age unless the employee is a parent or guardian of that child or knowingly allow any person under 21 years of age unless the employee is a parent or guardian of that child to consume alcohol or illegal/unauthorized drugs in the presence of the educator.
- Standard 3.8. An employee shall maintain appropriate professional employee-student relationships and boundaries based on a reasonably prudent employee standard.
- Standard 3.9. An employee shall refrain from inappropriate communication with a student or minor, including, but not limited to, electronic communication such as cell phone, text messaging, email, instant messaging, blogging, or another social network communication. Factors that may be considered in assessing whether the communication is inappropriate include, but are not limited to:
 - The nature, purpose, timing, and amount of the communication;

- The subject matter of the communication;
- Whether the communication was made openly, or the employee attempted to conceal the communication;
- Whether the communication could be reasonably interpreted as soliciting sexual contact or a romantic relationship;
- Whether the communication was sexually explicit; and
- Whether the communication involved discussion(s) of the physical or sexual attractiveness or the sexual history, activities, preferences, or fantasies of either the employee or the student.

7.4 Financial Ethics

ILTexas prohibits fraud and financial impropriety in the actions of its directors, employees, vendors, contractors, consultants, volunteers, and others seeking or maintaining a business relationship with ILTexas.

Fraud and financial impropriety shall include but not be limited to:

- Accepting or seeking anything of material value from contractors, vendors, or other persons providing services or materials to ILTexas, except as otherwise permitted by law or ILTexas policy;
- Failure to disclose conflicts of interest as required by law or ILTexas policy;
- Failure to provide financial records required by state or local entities;
- Forgery or unauthorized alteration of a check, bank draft, or any other financial document;
- Forgery or unauthorized alteration of any document or account belonging to ILTexas;
- Impropriety in the handling of money or reporting of ILTexas' financial transactions;
- Inappropriately destroying, removing, or using records, furniture, fixtures, or equipment;
- Misappropriation of funds, securities, supplies, or other school assets, including employee time;
- Profiteering as a result of insider knowledge of school information or activities;
- Unauthorized disclosure of confidential or proprietary information to outside parties;
- Unauthorized disclosure of investment activities engaged in or contemplated by ILTexas; or
- Any other dishonest act regarding the finances of ILTexas.

Any person who suspects fraud or financial impropriety shall report the suspicions immediately to any supervisor, the Payroll Manager, the Director of Human Resources, or local law enforcement.

ILTexas will respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosure may be necessary to complete a thorough investigation or to comply with applicable law. All employees involved in an investigation shall be advised to keep information about the investigation confidential to the extent necessary as to not interfere with the investigation process.

Neither the Board of Directors nor any ILTexas employee shall unlawfully retaliate against a person who in good faith reports perceived fraud or financial impropriety.

If an employee is found to have committed fraud or financial impropriety, ILTexas will take appropriate disciplinary action, which may include termination of employment and, when circumstances warrant, referral to appropriate law enforcement or regulatory authorities.

7.5 Unacceptable Employee Conduct

Employees are expected to follow all laws, policies, regulations, terms and conditions of employment and directives of ILTexas. ILTexas expects its employees to act in a mature, professional and responsible manner. The following is a non-exclusive list of prohibited employee conduct. Employees who engage in

any conduct listed below are subject to disciplinary action up to and including termination. This is not intended to be a complete list, and it does not alter the contractual or at-will employment relationship between employees and ILTexas.

1. Abuse, including but not limited to sexual abuse of a student.
2. Administering corporal punishment (meaning the infliction of physical pain by hitting, paddling, spanking, slapping, or any other physical force used as a means of discipline) or verbal abuse of students, or the use of profanity or other language that is intended to belittle or degrade a student.
3. Behaviors that interfere with student safety or cause an unsafe environment.
4. Dishonest, immoral, or illegal conduct while on duty and/or on school property that would tend to bring discredit to ILTexas.
5. Dishonesty, falsification, or misrepresentation on an application for employment or other work records; falsifying reasons for leave of absence or other data requested by ILTexas and/or alteration of ILTexas' records or documents.
6. Disrupting the work environment.
7. Engaging in or soliciting a romantic, sexual, or otherwise inappropriate relationship with a student, regardless of whether the relationship is consensual.
8. Engaging in an act of sabotage; willful or with negligence causing the destruction or damage of ILTexas property, or the property of fellow employees, volunteers, contractors, or visitors, in any manner.
9. Engaging in discrimination, harassment, or retaliation in any form.
10. Engaging in inappropriate electronic communications with students, as described in Section 7.10 of this [Handbook](#).
11. Engaging in malicious gossip, spreading rumors, or otherwise engaging in behavior designed to create discord and lack of harmony or otherwise interfere with the job performance of fellow employees or service providers.
12. Engaging in rudeness, disrespectful, or unprofessional behavior toward parents and school contractors or vendors.
13. Excessive absenteeism or tardiness.
14. Failure to report child abuse or neglect as required by Chapter 261 of the Texas Family Code.
15. Fighting or threatening violence toward anyone on ILTexas property or when representing ILTexas, including "horseplay" or provoking a fight between others.
16. Giving to other schools, organizations, or persons information made confidential by law and/or proprietary ILTexas information that is obtained from ILTexas' files or records in the course of employment.
17. Giving to other schools, organizations, or persons information made confidential by law relating to ILTexas employees and/or students that is obtained from ILTexas' files or records in the course of employment.
18. Insubordination or other disrespectful conduct (including refusal to follow the lawful directives of a supervisor or the Superintendent).
19. Negligence or any careless action that endangers the life or safety of another person, or damages or destroys property of ILTexas.
20. Possession of firearms, weapons or explosives on ILTexas property, while on duty or while representing ILTexas.
21. Smoking and/or using tobacco products ([i.e., cigarettes, electronic cigarettes, vaping devices](#)) on school property [or in school vehicles, including the use of vaping devices](#).
22. Theft of ILTexas owned property or the property of fellow employees, students, contractors or visitors.
23. Threatening, intimidating or coercing fellow employees on or off ILTexas property, at any time, for any reason.
24. Unauthorized possession or removal of any ILTexas property, including documents, from the

- premises without prior permission from a supervisor;
25. Unauthorized use of ILTexas equipment or property, including using such equipment for personal use or profit.
 26. Unsatisfactory performance or conduct.
 27. Use, possession, distribution or sale of, or being under the influence of a controlled substance, alcohol, or tobacco as further described in Sections 8.2 and 8.9 of this Handbook, or abusing a prescription drug, while at work or otherwise representing ILTexas.
 28. Violation of the rules affecting the health and safety of students and the efforts of ILTexas to operate efficiently and effectively.
 29. Violations of ILTexas' expectations for employee conduct, including but not limited to those set out in [Section 7](#) ~~Sections 7.2 and 7.3~~ of this Handbook, or as otherwise distributed to employees by ILTexas. Additionally, educators must adhere to the Professional Code of Ethics and Standard Practices for Texas Educators as set forth at 19 Tex. Admin. Code § 247.2.

Fraud, Dishonesty and False Statements

No employee or applicant may ever falsify any application, medical history record, student paperwork, employee paperwork, time sheet, timecard, investigative questionnaires or any other document. Any employee found to have engaged in résumé fraud, or who made material misrepresentations or omissions on their employment application, will be subject to immediate termination of employment. Violations of this policy should be immediately reported to the appropriate supervisor.

Insubordination

All employees have duties to perform. It is against ILTexas policy for an employee to refuse to follow the directions of a supervisor or other school official. Employees must cooperate fully with investigations into potential misconduct. Refusal to disclose information during the course of an investigation constitutes insubordination and is subject to possible disciplinary action, up to and including termination.

In the event a supervisor directs an employee to perform an illegal or immoral act/task, the employee should immediately notify the Principal or designee.

Disciplinary Action

Employment with ILTexas is based on mutual consent and both the employee and ILTexas have the right to terminate employment at-will, with or without cause or advance notice. ILTexas may use progressive discipline at its discretion.

Disciplinary action may include, but is not limited to, any of the following:

1. Verbal warning.
2. Conference with a supervisor and/or the Principal.
3. Letter of Expectation
4. Letter of Concern
5. Letter of Reprimand
6. Imposition of an employee growth plan / performance improvement plan
7. Suspension with or without pay.
8. Termination of employment.

The progression of these steps depends upon the severity of the problem and the number of occurrences. There may also be circumstances when one or more steps are bypassed.

Investigation of Allegations

Allegations of violations of conduct defined in Section 7 of this Handbook sections 7.3 thru 7.5 will result in an investigation after a review of the allegation by the Deputy Superintendent of School Leadership, Deputy Superintendent of Academics and Student Services, and the Chief of Staff. In order to ensure that each allegation is carefully considered, the investigation will include a formal tasking order to an investigating officer that includes the exact allegation, recommendations by the applicable chain of command, and a legal review from the Chief Legal Officer and an equity review from the Chief Equity Officer. Allegations of violations of the 3 P's shall be reviewed and decided on by the Superintendent.

Commented [AK5]: We'll want to define what the "3 Ps" are so staff are aware.

Reporting Possible Misconduct

When you witness or hear of an ILTexas employee conducting any illegal activities, abusing power, stealing or misusing money, or displaying inappropriate passion, it is your duty to immediately pass that information to your direct supervisor. It is then the responsibility of your immediate supervisor to elevate the allegation to their direct supervisor, this process is to be repeated until the allegation reaches the Superintendent. It is imperative that our students and their families feel that they are safe and protected at ILTexas. It is equally important that ILTexas employees, teachers, and administrators feel that they are in a safe and healthy work environment.

Guidance:

a. Power, Pennies, and Passion (the 3 P's):

(1) Power: an employee abusing their power, influence, or authority. This list is infinitely long so use your judgement but some examples of abuse of power would be a leader telling their team, "Yes that is what we were told to do, but here at our place we are going to do something different than what we were told to do!", or a leader cursing, yelling or screaming at others – employees, students or parents.

(2) Pennies: an employee committing fraud and financial impropriety (section 7.4 of employee handbook).

(3) Passion: an employee displaying inappropriate physical/verbal passion and/or aggression (of a sexual nature) towards a student or another employee.

(4) If anyone violates any of the 3 P's or if you notice any illegal activity such as drugs, weapons, alcohol, etc. you are to report it immediately to your supervisor. Your supervisor must then report it up the chain up command to the Superintendent. Failure to immediately report up the chain of command is grounds for immediate termination.

b. General Misunderstanding and/or possible Misconduct:

(1) Must be reported to your immediate supervisor within 24 hours.

(2) General misconduct is anything that could have a negative impact on an ILTexas student, parent, employee, or contractor. If you feel that something isn't right, you should report the behavior. If it doesn't pass the "smell test", then report it.

(3) Timely Reporting: reports of possible misconduct should be made as soon as possible after the alleged conduct is witnessed or knowledge of the alleged conduct is received or overheard.

Should you be concerned that someone who has supervisory authority over you or your department is involved in the suspected misconduct or is condoning it or is failing to address it, you should make your report to your Area Superintendent or the Chief who is directly in your change of command. If you suspect they are somehow involved in the potential misconduct then report your concern directly to the Executive Director of Human Resources

7.6 Dress Code Faculty/Staff

Faculty and staff members are expected to dress in a professional and appropriate manner. Proper grooming and attire have a positive impact on the teaching and learning environment.

The campus principal and/or supervisor will be solely responsible for initially interpreting and enforcing

the faculty/staff dress requirements.

Employees will be neatly groomed and dressed with clean and neat hair. Neatly groomed and dressed shall be defined as dress and grooming that is standard and conforms to local community and school district etiquette and decorum. Grooming and dress that will disturb, interfere with, or detract from the educational process will not be allowed. It is within these principles that ILTexas will enforce the following dress code items, specifically but not limited to:

	Acceptable	Non-Acceptable
All Professional Staff	<ul style="list-style-type: none"> • Dress professionally and take pride in your appearance (clothes should be clean and pressed) • Sport coats/jackets (including denim)/sweaters • Buttoned shirts or blouses • Dress shirts or blouses • Polo or golf style shirts • Turtlenecks • Belted slacks/pants if loops visible • Acceptable footwear includes dress shoes or casual shoes. Boots are also acceptable. Tennis shoes and/or athletic shoes should be coordinated with professional dress. • Tattoos that are not distracting to the professional environment and are not indecent, sexist, racist, or extremist. See further details at end of section 7.6. 	<ul style="list-style-type: none"> • Denim (jeans, shirts, skirts, and dresses); This also includes colored denim (Jeans are only acceptable on days designated by the principal as student/faculty spirit days, and are expected to be worn with spirit shirts. Be sure that jeans worn to the workplace fit appropriately, are not torn or overly faded and do not show signs of excessive wear) • Torn/ripped faded clothing • Leather and / or spandex pants / skirts / dresses • Off the shoulder tops • Shorts (Shorts should only be worn in Physical fitness classes.) Wind-pants/warm-ups (Wind-pants / warm-ups should only be worn in Physical fitness classes; T-shirts (acceptable on college/spirit day or for physical fitness classes) • Sweatshirts/Hoodies (acceptable on college/spirit day or for physical fitness classes; hood not to be worn inside building) • Overalls • Visible undergarments • Backless apparel and exposed midriff • Shirts and tops that are not made to be worn out (i.e. shirts or tops with a tail) should be tucked in. • Casual sandals are not appropriate including Velcro and flip-flop type sandals • Flip-flops are not acceptable. • Tattoos on the face. • Visible body piercing/gauges/nose rings (face, eyebrow, tongue, etc.), other than earrings (women only) is not allowed. • Unnatural hair colors <u>or eccentric hair styles</u> are not permitted. • Hats may not be worn inside the building

		except as designated by the principal. No backwards hats.
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	Acceptable	Non-Acceptable
Men	<ul style="list-style-type: none"> • Collared shirts, such as polo style, oxford style or dress shirts • Full-length slacks/pants • Khaki pants • Socks worn with all footwear • Shirts should be worn tucked in • Acceptable sweater styles include pullover and cardigan styles 	<ul style="list-style-type: none"> • T-shirts • Sweatshirts/Hoodies • Casual sandals are not appropriate • Flip-flops are not acceptable. • No Earing's
Women	<ul style="list-style-type: none"> • Dress/jumpers • Pants/Slacks • Pantsuits • Earing's (maximum of 3) • Blouses/sweaters/knit tops • Clothing should convey a professional image by being coordinated, modest and appropriate for a business setting • Collared or uncollared shirts and tops may be pullover or button style • Split skirts that look like a skirt in the front • Skirts should be of a modest, professional length, falling at or just above the knee. • Tops or sweaters that are worn as a dress must reach just above the knee unless they are worn with leggings and then they must reach mid-thigh. • Capri pants as long as they are below the knee and professional looking • Leggings as long as they are worn under a skirt, dress, top or sweater that comes to mid-thigh. • Appropriate shoes include dress shoes or pumps and boots. • Closed-toed slide styles are also acceptable (open-toed shoe with a dress appearance and/or a dress heel is acceptable). 	<ul style="list-style-type: none"> • Low-fitting, "hip-hugger" pants are not appropriate for a business setting. • Dress/skirts more than 3 inches above kneecap • Spaghetti-strap dress/tops • Slits higher than 3 inches above the kneecap • Low cut/tight/revealing clothing • Casual sandals are not appropriate • Flip-flops are not acceptable. • Skirts or any clothes that are too tight, too short or too revealing are not appropriate for the workplace.

The principal or supervisor may approve variations in the dress code for special situations such as field day, spirit day, workday, etc. and for those individuals whose responsibilities may necessitate an alternate form of dress, such as physical education teachers. On campuses, jeans may only be worn on a workday or a spirit day where students are allowed to wear jeans. Shorts may only be worn in the physical educational classroom and must be no higher than three inches from the top of the kneecap. Professional dress is always required in the classroom.

The following types of tattoos or markings on clothing are prohibited:

1. **Extremist.** Extremist tattoos or brands are those affiliated with, depicting, or symbolizing extremist philosophies, organizations, or activities. Extremist philosophies, organizations, and activities are those which advocate racial, gender, or ethnic hatred or intolerance; advocate, create, or engage in illegal discrimination based on race, color, gender, ethnicity, religion, or national origin.
2. **Indecent.** Indecent tattoos or brands are those that are grossly offensive to modesty, decency, propriety, or professionalism.
3. **Sexist.** Sexist tattoos or brands are those that advocate a philosophy that degrades or demeans a person based on gender.
4. **Racist.** Racist tattoos or brands are those that advocate a philosophy that degrades or demeans a person based on race, ethnicity, or national origin.

7.7 Prohibition of Discrimination, Harassment, and Retaliation

ILTexas prohibits discrimination, including harassment, of a co-worker or student based upon race, color, national origin, religion, sex or gender, disability, veteran status, age, genetic information, or any other basis prohibited by law. While acting in the course of their employment, employees shall not engage in prohibited discrimination or harassment of other persons including Board members, vendors, contractors, volunteers, or parents.

Prohibited discrimination or harassment become potentially unlawful where:

1. Enduring the offensive conduct becomes a condition of continued employment; or
2. The conduct severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

Petty slights, annoyances, and isolated incidents (unless extremely serious) will not rise to the level of prohibited discrimination or harassment. To be unlawful, the conduct must create a work environment that would be intimidating, hostile, or offensive to reasonable people.

Prohibited and offensive conduct can include, but is not limited to, offensive jokes, slurs, epithets, or name-calling; physical assaults or threats; intimidation; ridicule or mockery; insults or put-downs; offensive objects or pictures; and/or interference with work performance. Harassment can occur in a variety of circumstances, including but not limited to the following:

1. The harasser can be the victim's supervisor, a supervisor in another area, an agent of the school, a co-worker, or a non-employee.
2. The victim does not have to be the person harassed, but can be anyone affected by the offensive conduct.
3. Unlawful harassment may occur without economic injury to, or discharge of, the victim.

Retaliation

ILTexas strictly prohibits retaliation against a student, parent, or an employee who in good faith reports or complains about discrimination, harassment, or other prohibited conduct, or who serves as a witness or otherwise participates in an investigation. Employees who take part in any retaliatory action will be subject to discipline, up to and including termination. Retaliation may include, but is not limited to: demotion, denial of promotion, poor performance appraisals, transfer, and assignment of demeaning tasks or taking any kind of adverse actions against a person who complains about discrimination or harassment.

An employee who intentionally makes a false claim, offers false statements, or refuses to cooperate with an ILTexas investigation regarding harassment or discrimination is subject to appropriate discipline, up to

and including termination.

Reporting Procedures

~~An employee who believes that he or she has experienced prohibited discrimination or harassment, retaliation, or believes that another employee has experienced such prohibited conduct, should follow the "Employee Complaints and Grievances Regarding Harassment and Discrimination" process outlined in Section 3.29 of this Handbook. The process for making formal complaints regarding sexual harassment is discussed in "Sexual Harassment Prohibited," Section 7.8 of this Handbook.~~

ILTexas takes allegations of harassment and discrimination very seriously and intends to investigate all official complaints. ILTexas will take appropriate actions for all substantiated allegations. Employees who believe they are being harassed or discriminated against are requested to take the following actions:

- In the event you feel you are a victim of discrimination or harassment, you should contact your immediate supervisor and/or the designated Compliance Coordinator immediately. In the event your immediate supervisor is the alleged harasser, you should contact the next level of management immediately. Complaints against the designated Compliance Coordinator may be submitted to the Executive Director of Human Resources.
- Any employees who are uncomfortable with face-to-face interaction may write down their complaints in a memo and submit the memo to their immediate supervisor and/or the designated Compliance Coordinator.
- Any ILTexas employee, including a supervisor, who receives a report of suspected harassment or discrimination is expected to immediately contact the designated Compliance Coordinator.
- Complaints will be handled in a timely manner.

Reports of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act. A failure to promptly report may impair ILTexas' ability to investigate and address the prohibited conduct.

Any supervisor who receives a report of discrimination or harassment shall immediately notify the appropriate Compliance Coordinator, and take any other steps required by ILTexas policy.

After receiving a report, the Compliance Coordinator shall determine whether the allegations, if proven, would constitute prohibited discrimination or harassment. If so, ILTexas shall immediately authorize or undertake an investigation. If appropriate, ILTexas shall promptly take interim action calculated to prevent prohibited conduct during the course of an investigation.

ILTexas' investigation may be conducted by the Compliance Coordinator or designee, or by a third party designated by ILTexas, such as an attorney. When appropriate, the Principal or supervisor shall be involved with or informed of the investigation.

The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.

After completing an investigation, the investigator shall prepare a written report summarizing the outcome of the investigation.

If the results of an investigation indicate that prohibited conduct occurred, ILTexas shall promptly respond by taking appropriate disciplinary or corrective action reasonably calculated to address the conduct.

ILTexas may also take action based on the results of an investigation, even if the conduct did not rise to the level of prohibited or unlawful conduct.

To the greatest extent possible, ILTexas shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. The purpose of this provision is to maintain impartiality and confidentiality to the extent possible. Both the reporting individual, victim and the accused have equal privacy rights under the law, and ILTexas must respond accordingly. However, limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.

An employee who is dissatisfied with the outcome of the investigation may appeal through the “General Employee Complaint and Grievance Process” described in Section 3.29 of this handbook, beginning at Level Three.

ILTexas prohibits retaliation against an employee who, in good faith, makes a claim alleging to have experienced discrimination or harassment, or another employee who, in good faith, makes a report, serves as a witness, or otherwise participates in an investigation. Examples of retaliation may include termination, refusal to hire, demotion, and denial of promotion. Retaliation may also include threats, unjustified negative evaluations, or unjustified negative references.

In addition to using ILTexas’ complaint process, an employee may file a formal complaint with the Equal Employment Opportunity Commission (“EEOC”) or Texas Workforce Commission (“TWC”). Additional information may be found by visiting <http://www.eeoc.gov/employees/charge.cfm>.

ILTexas accepts no liability for harassment of one employee by another employee.

7.8 Sexual Harassment Prohibited

ILTexas prohibits discrimination on the basis of sex, including sexual harassment, by an employee, volunteer, or student.

Sexual harassment means conduct on the basis of sex that satisfies one or more of the following:

1. A school employee conditioning the provision of aid, benefit, or service on an individual’s participation in unwelcome sexual conduct;
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to ILTexas’ educational programs or activities;
3. Sexual assault, dating violence, domestic violence, or stalking (as those offenses are defined in the Clery Act, 20 U.S.C. § 1092(f), and the Violence Against Women Act, 34 U.S.C. § 12291(a)).

Examples of sexual harassment may include, but are not limited to, touching private body parts or coercing physical contact that is sexual in nature; sexual advances; jokes or conversations of a sexual nature; sexually-motivated physical, verbal, or nonverbal conduct; or other sexually motivated conduct, communications, or contact.

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.

General Definitions

A “complainant” means an individual who is alleged to be the victim of conduct that could constitute sexual

harassment.

A “respondent” means an individual who is reported to be the perpetrator of conduct that could constitute sexual harassment.

A “formal complaint” means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that ILTexas investigate the allegation of sexual harassment.

“Supportive measures” means non-disciplinary, non-punitive individualized services offered appropriate and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to ILTexas’ educational program or activity without unreasonably burdening either party, including measures designed to protect the safety of all parties or ILTexas’ educational environment, or deter sexual harassment. Examples of supportive measures include, but are not limited to, counseling, extensions of deadlines or other course-related adjustments, modifications of class schedules, mutual restrictions on contact between the parties, and other similar measures.

Reporting Sexual Harassment

Any person may report sex discrimination, including sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment), in person, by mail, by telephone, or by email, using the contact information listed for the Title IX Coordinator in Section 2.1 of this Handbook, or by any other means that results in the Title IX Coordinator receiving the person’s verbal or written report. Such a report may be made at any time, including during non-business hours, by using the telephone number or email address, or by mail to the office address, listed for the Title IX Coordinator.

ILTexas’ response to a report of sexual harassment must treat complainants and respondents equitably by offering supportive measures and by following a grievance process before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent.

After a report of sexual harassment has been made, the Title IX Coordinator must promptly contact the complainant to discuss the availability of supportive measures, consider the complainant’s wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.

Notice of Allegations

Upon receipt of a formal complaint, ILTexas must provide the following written notice to the parties who are known:

- Notice of ILTexas’ grievance process, including any informal resolution process.
- Notice of the allegations of sexual harassment, including, to the extent known, the identity of the parties, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident.
- Notice that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made known at the conclusion of the grievance process.
- Notice that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney.
- Notice that the parties may inspect and review evidence related to the complaint.
- Notice that ILTexas prohibits knowingly making false statements or knowingly submitting false

information during the grievance process.

If, during an investigation, ILTexas decides to investigate allegations about the complaint or respondent that are not included in the initial notice of the complaint, ILTexas must provide notice of the additional allegations to the parties whose identities are known.

Grievance Process

At the time of filing a formal complaint, a complainant must be participating in or attempting to participate in the education program or activity of ILTexas.

The following guidelines apply when ILTexas receives a formal complaint of sexual harassment. This process is designed to incorporate due process, principles, treat all parties fairly, and to assist ILTexas reach reliable responsibility determinations.

- ILTexas will require an objective evaluation of all relevant evidence – including both inculpatory and exculpatory evidence – and credibility determinations may not be based on a person’s status as a complainant, respondent, or witness.
- Any individual designated by ILTexas as a Title IX Coordinator, investigator, decision-maker, or to facilitate an informal resolution process must not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or responsible. ILTexas will ensure that Title IX Coordinators, investigators, decision-makers, and anyone who facilitates an informal resolution process receive appropriate training related to the requirements of Title IX and ILTexas’ sexual harassment policy.
- ILTexas recognizes a presumption that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the complaint process.
- ILTexas shall attempt to complete an investigation of reported sexual harassment within 60 calendar days of receiving a complaint. However, the investigation process may be delayed or extended for a limited time for good cause with written notice to the complainant and the respondent of the delay or extension. Good cause may include considerations such as absence of a party, a party’s advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.
- Students found to have engaged in sexual harassment are subject to disciplinary action as outlined in the Student Code of Conduct.
- ILTexas shall employ the preponderance of the evidence standard to determine responsibility when reviewing formal complaints.
- ILTexas may not require, allow, rely upon, or otherwise use questions of evidence that constitute, or seek disclosure, of information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

Consolidating Formal Complaints

ILTexas may consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances.

Dismissal of Formal Complaints

ILTexas must investigate the allegations in a formal complaint.

ILTexas must dismiss a formal complaint if the conduct alleged in the formal complaint:

- Would not constitute sexual harassment, even if proved;

- Did not occur in ILTexas' education program or activity; or
- Did not occur against a person in the United States.

ILTexas *may* dismiss a formal complaint or any allegations therein if, at any time during the investigation:

- A complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;
- The respondent is no longer enrolled or employed by ILTexas; or
- Specific circumstances prevent ILTexas from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

Upon a dismissal, ILTexas must promptly send simultaneous written notice to the parties of the dismissal and the reason(s) for the dismissal. Dismissal of a formal complaint does not preclude ILTexas from taking appropriate action under the Student Code of Conduct or any other school policy that may apply to the alleged conduct.

Investigating Formal Complaints

The following guidelines apply during the investigation of a formal complaint and throughout the grievance process.

- ILTexas will ensure the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rests on ILTexas and not on the parties.
- ILTexas cannot access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless ILTexas receives that party's voluntary, written consent to do so.
- ILTexas will provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence.
- ILTexas will not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence.
- ILTexas will provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisory of their choice, and not limit the choice or presence of an advisor for either the complainant or respondent in any meeting or grievance proceeding. ILTexas may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties.
- ILTexas will provide to a party whose participation is invited or expected written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings with sufficient time for the party to prepare to participate.
- ILTexas will provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the recipient does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation.
- Prior to completing an investigative report, ILTexas must send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties must have at least 10 days to submit a written response, which the investigator will consider prior to completing the investigative report.

- ILTexas must create an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to a determination regarding responsibility, send to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for review and written response.
- After sending the investigative report to the parties and before reaching a determination of responsibility, the decision-maker(s) must afford each party the opportunity to submit written relevant questions that a party wants asked of any witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. The decision-maker(s) must explain to the party proposing the questions any decision to exclude a question as not relevant.

Determination Regarding Responsibility

The decision-maker(s) making a determination regarding responsibility cannot be the same person(s) as the Title IX Coordinator or the investigator(s). The decision-maker(s) must review the investigation report and make a written determination, based on the preponderance of the evidence standard, regarding responsibility. The written determination must include:

- Identification of the allegations potentially constituting sexual harassment;
- A description of the procedural steps taken from receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, or methods used to gather other evidence;
- Findings of fact supporting the determination;
- Conclusions regarding application of ILTexas' Code of Conduct to the facts;
- A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and whether remedies designed to restore or preserve equal access to ILTexas' education program or activities will be provided to the complainant; and
- ILTexas' procedures and permissible bases for the complainant and respondent to appeal.

ILTexas must provide the written determination to the parties simultaneously. The determination becomes final either on the date ILTexas provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

The Title IX Coordinator is responsible for effective implementation of any remedies.

Appeals

ILTexas will offer both parties an appeal from a determination regarding responsibility, and from ILTexas' dismissal of a formal complaint or any allegations therein, on the following bases:

- Procedural irregularity that affected the outcome of the matter;
- New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
- The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

As to appeals, ILTexas will ensure that the decision-maker(s) for the appeal is not the same person as the decision-maker(s) that reached the determination regarding responsibility or dismissal, or the investigator(s), or the Title IX Coordinator. ILTexas will provide both parties a reasonable equal opportunity to submit a written statement in support of, or challenging, the outcome.

The decision-maker(s) for the appeal will issue a written decision, based on the preponderance of the evidence standard, describing the result of the appeal and the rationale for the result, and provide the written decision simultaneously to both parties.

A party who is dissatisfied with the appeal decision may file an appeal to the Board of Directors through the process outlined in ILTexas' grievance procedures.

Emergency Removals

ILTexas is able to remove a respondent from ILTexas' education program on an emergency basis, provided that ILTexas undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal. ILTexas' ability to do so may not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504, or the Americans with Disabilities Act.

Informal Resolution

At any time prior to reaching a determination regarding responsibility, ILTexas may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication. However, ILTexas may not require as a condition of enrollment or continuing enrollment, or employment or continued employment, or enjoyment of any other right, waiver of the right to an investigation and adjudication of formal complaints. Additionally, ILTexas may not require the parties to participate in an informal process and may not offer an informal resolution process unless a formal complaint is filed.

Prior to facilitating an informal resolution process, ILTexas must:

- Provide to the parties a written notice disclosing the allegations and the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations. The notice must also inform that, at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint, as well as of any consequence resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.
- Obtain the parties' voluntary, written consent to the informal resolution process.

ILTexas may not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

Retaliation Prohibited

Neither ILTexas nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation or proceeding under this policy.

Examples of retaliation may include, but are not limited to, intimidation, threats, coercion, or discrimination.

Complaints alleging retaliation may be filed according to the grievance procedure described above.

Confidentiality

ILTexas must keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by FERPA or as required by law, or for purposes related to the conduct of any investigation, hearing, or judicial proceeding arising under the Title IX regulations.

Non-Sexual Harassment Sex Discrimination

The formal complaint investigation and resolution process outlined above in this Section 7.8 applies only to formal complaints alleging sexual harassment as defined by Title IX, but not to complaints alleging sex discrimination that do not constitute sexual harassment. Complaints of non-sexual harassment sex discrimination may be filed with the Title IX Coordinator and will be handled under the process described in Section 3.30 of this Handbook.

7.9 Discrimination and Harassment of Students

Discrimination and harassment of students by employees are forms of discrimination and are prohibited by law. Employees who suspect a student may have experienced prohibited harassment are obligated to report their concerns to the Principal or other appropriate administrator. All allegations of prohibited harassment of a student by an employee or adult will be promptly investigated. An employee who knows of or suspects child abuse or neglect must also report his or her knowledge or suspicion to the appropriate authorities, as required by law.

ILTexas will take appropriate disciplinary action against employees or students who have engaged in discrimination or harassment of students, up to and including termination of employment.

Retaliation against anyone involved in the complaint process is a violation of ILTexas policy and acts of retaliation may result in disciplinary action, up to and including termination.

Sexual Harassment of Students

Sexual harassment of students includes any unwelcome verbal or physical sexual advances, including but not limited to engaging in sexually oriented conversations; making comments about a student's potential sexual performance; requesting details of a student's sexual history; requesting a date, sexual contact, or any activity intended for the sexual gratification of the employee; engaging in conversations regarding the sexual problems, preferences, or fantasies of either party; inappropriate hugging, kissing, or excessive touching; suggestions that a romantic relationship is desired after the student graduates, including post-graduation plans for dating or marriage; telephoning or texting students at home or elsewhere to solicit unwelcome social relationships; physical contact that would reasonably be construed as sexual in nature; threatening or enticing students to engage in sexual behavior in exchange for grades or other school-related benefit; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct when the conduct affects the student's ability to participate in or benefit from a program or activity; or conduct of a sexual nature that creates an intimidating, threatening, hostile or offensive educational environment.

Sexual harassment of students by employees is always a violation of law and will result in appropriate disciplinary action up to and including termination from employment and referral to appropriate law enforcement authorities.

ILTexas employees are generally encouraged to report an action or suspected action that is illegal or in violation of any adopted Board policy. Good faith reports may be made without fear of reprisal.

Any sexual or romantic relationship between a student and an ILTexas employee is always prohibited, even if consensual.

7.10 Personal Use of Technology

ILTexas' technology resources, including its network, computer systems, e-mail accounts, devices connected to its networks, and all school-owned devices used on or off school property, are primarily for administrative and instructional purposes. Limited personal use may be permitted if the use:

- Imposes no tangible cost to ILTexas.
- Does not unduly burden ILTexas' technology resources.
- Has no adverse effect on job performance or a student's academic performance.

Employee access to ILTexas' technology resources will terminate upon the last day of employment with ILTexas. Employees with questions about technology resources may contact the Technology Department.

7.11 Social Media and Personal Electronic Devices

Employees have a right to participate in social networking sites, blogs, forums, etc. as individuals in the community. However, employees should not post anything that would violate student confidentiality or the professionalism and ethical conduct of ILTexas employees. Employees are encouraged to adhere to the following guidelines when engaging in activity on social media:

1. Be respectful of the privacy and dignity of your co-workers, and do not post student photographs without appropriate authority.
2. Do not "friend" students on your personal social media page unless you have an appropriate out-of-school relationship with the student such as relatives, church, scouts, or other activity that would be appropriate for such informal communication.
3. Do not create a link from your blog, website, or other social networking site to a School website without identifying yourself as a School employee.
4. Do not infringe on ILTexas' logos, taglines, slogans, trademarks, or other symbols.
5. Harassing, obscene, defamatory, threatening, or other offensive content must be avoided.
6. Maintain the confidentiality of ILTexas trade secrets and private or confidential information concerning ILTexas employees, students, and/or agents that is obtained from ILTexas' files or records in the course of employment. Do not post internal reports or other business-related confidential communications.
7. Respect all copyright and other intellectual property laws. For ILTexas' protection, as well as your own, it is critical that you show proper respect for the laws governing copyright, fair use of copyrighted material owned by others, trademarks, and other intellectual property, including ILTexas' own copyrights, trademarks, and brands.
8. The employee may not set up or update the employee's personal social network page(s) using ILTexas' computers, network, or equipment.
9. The employee shall limit use of personal electronic communication devices to send or receive calls, text messages, pictures, and videos to breaks, mealtimes, and before and after scheduled work hours, unless there is an emergency or the use is authorized by a supervisor to conduct school business.

If an employee's use of social media violates state or federal law or ILTexas policy, or interferes with the employee's ability to effectively perform his or her job duties or adversely impacts ILTexas and its service to students and parents (as solely determined by ILTexas), the employee is subject to disciplinary action, up to and including termination of employment.

Electronic Communications with Students

"Electronic Communication" includes any communication facilitated by the use of any electronic device, including a cellular telephone, computer, computer network, personal data assistant, or pager, and includes e-mail, text message, instant message, and any communication made through an internet website, including a social media website or social networking website.

Employees shall not engage in inappropriate electronic communications with students. Employees should not "friend" students on their personal social media pages unless they have an appropriate out-of-school relationship with the student such as relatives, church, scouts, or other activity that would be appropriate for such informal communication. Employees may elect to not disclose to a student the employee's personal telephone number or e-mail address.

Employees shall immediately notify the Principal or other appropriate school administrators concerning an incident in which a student engages in improper communications with an employee. A report should include a summary of the student's communication, as well as the time, date, and method of communication. See Part 10 for more guidance and policy regarding teacher communication/content with students.

7.12 Sales and Solicitations

In the interest of maintaining an efficient, safe, orderly and productively work environment, ILTexas' general policy is to prohibit solicitations of products or services by anyone on the premises. Under no circumstances may an employee disturb the work of others to solicit or distribute literature to other employees during working time.

7.13 Public Relations/Media

The Board of Directors has designated the PR/Communications department, as the official spokesperson for media questions and public relations. Any official statements from ILTexas to the media are to be handled through the PR/Communications Office or designee only.

7.14 Employee Involvement

All staff members are encouraged to attend ILTexas functions. Additionally, appropriate staff members must attend student related meetings and functions including, but not limited to: parent meetings and conferences, open houses, scheduled faculty/staff meetings, and ARD meetings. As part of the school's planning and decision-making process, employees may either be asked or elected to serve on advisory committees.

7.15 Faculty/Staff Meetings

Employees are expected to attend regularly scheduled meetings whenever deemed necessary. Any absence from a meeting must have prior approval. An absent employee is expected to contact his/her supervisor for meeting details.

PART 8: EMPLOYEE HEALTH AND SAFETY

8.1 Accident Reporting

Employees shall report any on-the-job injury or accident immediately to their supervisor. Supervisors must notify the Benefits Department within 24 hours of notification of an occurrence. If an employee fails to report the accident within 30 days of the incident, the claim may be denied by the Texas Department of Insurance – Division of Workers’ Compensation. The employee’s supervisor and/or the appropriate management personnel shall conduct a thorough investigation, involving the employee and any witnesses that observed the injury or accident. The employee’s supervisor and/or appropriate management personnel will ensure corrective action is taken to avoid a recurrence of the accident.

8.2 Alcohol and Drug-Abuse Prevention

ILTexas is committed to maintaining an alcohol-and drug-free environment and will not tolerate the use of alcohol or illegal drugs in the workplace or at school-related or school-sanctioned activities on or off school property. Employees who possess, distribute, use, or are under the influence of alcohol or illegal drugs as defined by the Texas Controlled Substances Act during working hours or while representing ILTexas may be dismissed. ILTexas’ policy regarding employee alcohol and/or drug use is as follows:

DRUG-FREE WORKPLACE NOTICE

ILTexas explicitly prohibits:

- The unlawful manufacture, distribution, dispensation, possession, or use of narcotics or other illegal drugs, alcohol, or prescription medications without a prescription on ILTexas premises or while attending an ILTexas-sponsored or school-related activity.
- Being impaired or under the influence of legal or illegal drugs or alcohol away from school property, if such impairment or influence adversely affects the employee’s work performance, the safety of the employee or of others, or puts at risk ILTexas’ reputation.
- Possession, use, solicitation for, or sale of legal or illegal drugs or alcohol away from ILTexas property, if such activity or involvement adversely affects the employee’s work performance, the safety of the employee or of others, or puts at risk ILTexas’ reputation.
- The presence of any detectable amount of prohibited substances in the employee’s system while at work, on ILTexas property, or while attending a school-sponsored or school-related activity. “Prohibited substances” include illegal drugs, alcohol, or prescription drugs not taken in accordance with a prescription given to the employee.

Employees who violate this policy are subject to disciplinary sanctions, which may include:

- Referral to drug and alcohol counseling or rehabilitation programs;
- Referral to employee assistance programs;
- Termination from employment; and/or
- Referral to appropriate law enforcement officials for prosecution.

As a condition of employment with ILTexas, each employee shall abide by the terms of the requirements and prohibitions set out in this statement and shall notify ILTexas of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction. Within 30 days of receiving such notice, ILTexas shall either (1) take appropriate personnel action against the employee, up to and including termination; or (2) require the employee to participate satisfactorily in drug abuse

assistance or rehabilitation program approved for such purposes by a federal, state, or local health agency, law enforcement agency, or other appropriate agency.

In addition, ILTexas will conduct drug and/or alcohol testing under any of the following circumstances:

- ***For-Cause Testing:*** ILTexas may ask an employee to submit to a drug and/or alcohol test at any time it has reason to suspect that the employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances: evidence of drugs or alcohol on or about the employee's person or in the employee's vicinity; unusual conduct on the employee's part that suggests impairment or influence of drugs or alcohol; [post-arrest for drugs/alcohol](#), negative performance patterns; or excessive and unexplained absenteeism or tardiness.
- ***Post-Accident Testing:*** Any employee involved in an on-the-job accident or injury under circumstances that suggest possible use or influence of drugs or alcohol in the accident or injury event may be asked to submit to a drug and/or alcohol test. This includes not only the employee who was or could have been injured, but also any employee who potentially contributed to the accident or injury event in any way.
- ***Pre-Employment Testing:*** ILTexas may perform pre-employment drug or alcohol testing after an offer of employment is made and accepted.

All reports by ILTexas regarding drug or alcohol testing results shall be kept strictly confidential but may be used as the basis for disciplinary action or other action regarding employment status.

If an employee is tested for drugs or alcohol outside of the employment context and the results indicate a violation of this policy, or if an employee refuses a request to submit to testing under this policy, the employee may be subject to appropriate disciplinary action, up to and possibly including termination. In such a case, the employee will be given an opportunity to explain the circumstances prior to any final employment action becoming effective.

Employees with Commercial Driver's License: Any employee whose duties require a commercial driver's license (CDL) is subject to drug and alcohol testing. This includes all drivers who operate a motor vehicle designed to transport 16 or more people, counting the driver; drivers of large vehicles; or drivers of vehicles used in the transportation of hazardous materials. Teachers, coaches, or other employees who primarily perform duties other than driving are subject to testing requirements when their duties include driving.

Drug testing will be conducted before an individual assumes driving responsibilities. Alcohol and drug tests will be conducted at random when reasonable suspicion exists, and as a follow-up measure. Testing will be conducted immediately following accidents. Return-to-duty and follow-up testing will be conducted if an employee who has violated the prohibited alcohol conduct standards or tested positive for alcohol or drugs is allowed to return to duty. If the employee has more than one accident or moving violations, the employee may be recommended for termination immediately.

Employees with questions or concerns relating to alcohol and drug policies and related educational material should contact the Executive Director of Human Resources.

8.3 Asbestos Management Plan

ILTexas is committed to providing a safe environment for employees. An accredited management planner has developed an asbestos management plan for school facilities. A copy of ILTexas' management plan is available for inspection during normal business hours by contacting the Facilities Office.

8.4 Communicable Diseases

The following information will provide simple and effective precautions against the transmission of a communicable disease for all personnel who are potentially exposed to the bodily fluids of any person. No distinction is made between bodily fluids from persons with a known disease or those from persons without symptoms or with an undiagnosed disease.

The term “bodily fluids” includes blood, semen, drainage from scrapes and cuts, feces, urine, vomitus, respiratory secretions and saliva. Contact with bodily fluids presents a risk of infection with a variety of germs. In general, however, the risk is very low and dependent on a variety of factors including the type of fluid with which contact is made and the type of contact made with it.

Transmission of communicable disease is more likely to occur from contact with infected bodily fluids of unrecognized carriers than from contact with fluids from diagnosed individuals, because simple precautions are not always carried out.

To avoid contact with bodily fluids, the following precautions should be observed:

- Avoid direct skin contact with bodily fluids. This also includes the mucous membranes (e.g. eyes, nose, and mouth);
- Wear disposable gloves when contact with bodily fluids is anticipated (e.g. when treating bloody noses; open cuts, abrasions and other lesions; handling contaminated clothing; and cleaning up body fluid spills);
- Always practice good personal hygiene through proper hand washing techniques;
- Request assistance from a custodian for proper cleaning of all bodily fluid spills.

8.5 Hazard Communication Act

ILTexas is concerned about the safety of all employees and will perform the following duties in compliance with the Texas Hazard Communication Act:

- Post and maintain the notice promulgated by the Texas Department of State Health Services (“TDSHS”) in the workplace.
- Provide an education and training program for employees using or handling hazardous chemicals under normal operating conditions or foreseeable emergencies.
- Maintain the written hazard communication program and a record of each training session to employees, including the date, a roster of the employees who attend, the subjects covered in the training session, and the names of the instructors. Records will be maintained for at least five years.
- Compile and maintain a workplace chemical list that includes required information for each hazardous chemical normally present in the workplace or temporary workplace in excess of 55 gallons or 500 pounds, or as determined by the TDSHS for certain highly toxic or dangerous hazardous chemicals. The list will be readily available to employees and their representatives.
- Update the list as necessary, but at least by December 31 each year, and maintain the list as required by law. Each workplace chemical list shall be dated and signed by the person responsible for compiling the information.
- As required by law, label new or existing stocks of hazardous chemicals with the identity of the chemical and appropriate hazard warnings, if such stocks are not already appropriately labeled.
- Maintain a legible copy of the most current manufacturer’s material safety data sheets (“MSDS”) for each hazardous chemical; request such sheets from the manufacturer if not already provided or otherwise obtain a current MSDS; make such sheets readily available to employees or their

representatives on request.

- Provide employees with appropriate personal protective equipment.

The Superintendent shall notify employees of any planned pest control treatment by both of the following methods:

- Posting the sign provided by the certified applicator or technician in an area of common access the employees are likely to check on a regular basis at least 48 hours before each planned treatment.
- Providing the official Structural Pest Control Service Consumer Information Sheet to any individual working in the building, on request.

8.6 Occupational Safety and Health Administration (“OSHA”) Statement

ILTexas strives to reduce dangers to health and safety by creating and maintaining improved working conditions, free from recognized hazards that might cause serious physical injury. In accordance with the Occupational Safety and Health Act (“OSHA”), ILTexas maintains a log of all occupational injuries and illnesses, and asks that employees report such injuries and illnesses within 48 hours to Frank Crabill, Director of Facilities and Maintenance, so these occurrences will be reported within a lawful period of time to the nearest OSHA office.

As employees of ILTexas:

- You have the right to notify ILTexas or OSHA about workplace hazards. You may ask OSHA to keep your name confidential.
- You have the right to request an OSHA inspection if you believe that there are unsafe and unhealthful conditions in your workplace. You or your representative may participate in that inspection.
- You can file a complaint with OSHA within 30 days of retaliation or discrimination by ILTexas Texas for making safety and health complaints, or for exercising your rights under the OSHA Act.
- You have a right to see OSHA citations issued ILTexas. ILTexas must post the citations at or near the place of the alleged violation.
- ILTexas must correct workplace hazards by the date indicated on the citation, and must certify that these hazards have been reduced or eliminated.
- You have the right to copies of your medical records and records of your exposures to toxic and harmful substances or conditions.
- ILTexas must post this notice in your workplace.
- You must comply with all occupational safety and health standards issued under the OSHA Act that apply to your own actions and conduct on the job.

As your employer:

- ILTexas must furnish all employees a place of employment free from recognized hazards.
- ILTexas must comply with the occupational safety and health standards issued under OSHA.

If you would like more information regarding your OSHA rights or additional information, visit www.osha.gov or call 1-800-321-OSHA.

8.7 Reporting Serious Injuries

Within eight hours after the death of any employee from a work-related incident or the in-patient

hospitalization of three or more employees as a result of a work-related accident, ILTexas will orally report the fatality/multiple hospitalization by telephone or in person to the Area Office of the Occupational Safety and Health Administration (“OSHA”), Department of Labor, that is nearest to the site of the incident. If the Area Office is not reachable, the school may use the OSHA toll-free central telephone number, 1-800-321-6742.

Reporting Procedures

ILTexas will utilize the required OSHA forms to document and log each recordable injury or illness. This information will be kept current, maintained accurately, and retained for a period of five years.

8.8 Searches

ILTexas reserves the right to conduct searches to monitor compliance with rules concerning safety of employees, security of company and individual property, drugs and alcohol, and possession of other prohibited items. “Prohibited items” include illegal drugs, alcoholic beverages, prescription drugs or medications not used or possessed in compliance with a current valid prescription, weapons, any items of an obscene, harassing, demeaning, or violent nature, and any property in the possession or control of an employee who does not have authorization from the owner of such property to possess or control the property. “Control” means knowing where a particular item is, having placed an item where it is currently located, or having any influence over its continued placement. In addition to the school’s premises ILTexas may search employees, their work areas, lockers, personal vehicles (if driven or parked on school property), and other personal items such as bags, purses, briefcases, backpacks, lunch boxes, and other containers. In requesting a search, ILTexas is by no means accusing anyone of theft, some other crime, or any other variety of improper conduct.

There is no general or specific expectation of privacy in the school workplace, either on school or elsewhere while on duty. In general, employees should assume that what they do while on duty or on school premises is not private. All employees and all of the areas listed above are subject to search at any time; if an employee uses a locker or other storage area at work, including a locking desk drawer or locking cabinet, ILTexas will either furnish the lock and keep a copy of the key or combination, or else allow the employee to furnish a personal lock, but the employee must give the school a copy of the key or combination. The areas in question may be searched at any time, with or without the employee being present. As a general rule, with the exception of items relating to personal hygiene or health, no employee should ever bring anything to work or store anything at work that he or she would not be prepared to show and possibly turn over to school officials and/or law enforcement authorities.

All ILTexas employees are subject to this policy. However, any given search may be restricted to one or more specific individuals, depending upon the situation. Searches may be done on a random basis or based upon reasonable suspicion. “Reasonable suspicion” means circumstances suggesting to a reasonable person that there is a possibility that one or more individuals may be in possession of a prohibited item as defined above. Any search under this policy will be done in a manner protecting employee privacy, confidentiality, and personal dignity to the greatest extent possible. ILTexas will respond severely to any unauthorized release of information concerning individual employees.

No employee will ever be physically forced to submit to a search. However, an employee who refuses to submit to a search request by the school will face disciplinary action, up to and possibly including immediate termination of employment.

8.9 Tobacco Products and E-Cigarettes

State law prohibits smoking, using tobacco products, or e-cigarettes on all school-owned property and at school-related or school-sanctioned activities, on or off school property. This includes all buildings, playground areas, parking facilities, and facilities used for athletics and other activities. Drivers of school-owned vehicles are prohibited from smoking, using tobacco products, or e-cigarettes while inside the vehicle. Notices stating that smoking is prohibited by law and punishable by a fine are displayed in prominent places in the school building. Any violation of this policy may result in immediate termination.

For purposes of this policy, “e-cigarette” means an electronic cigarette or any other device that simulates smoking by using a mechanical heating element, battery, or electronic circuit to deliver nicotine or other substances to the individual inhaling from the device. This also includes any and all vapors, inhalants, electronic cigarette devices or other devices or paraphernalia used with vapors, other inhalants or chemicals.

All personnel shall enforce this policy on ILTexas property.

8.10 Weapon & Firearms Possession

Texas Penal Code section 46.03, prohibits firearms, illegal knives, clubs or any prohibited weapon on the physical premises of a school, any grounds or building on which an activity sponsored by a school is being conducted, or school vehicle. Any violation of this policy by an ILTexas employee may result in immediate termination. To ensure the safety of all persons, employees who observe or suspect a violation of this prohibition should report it immediately to their supervisor.

8.11 Workplace Safety

ILTexas has developed and promotes a comprehensive program to ensure the safety of its employees, students, and visitors. The safety program includes guidelines and procedures for responding to emergencies and activities to help reduce the frequency of accidents and injuries. To prevent or minimize injuries to employees, coworkers, and students and to protect and conserve school equipment, employees must comply with the following requirements:

- Observe all safety rules.
- Keep work areas clean and orderly at all times.
- Immediately report all accidents to their supervisor.
- Operate only equipment or machines for which they have training and authorization.

Employees with questions or concerns relating to safety programs and issues can contact their supervisor. Employees who violate safety standards, cause hazardous or dangerous situations, or fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action, up to and including termination of employment.

8.12 Workplace Violence Prevention

ILTexas is committed to preventing workplace violence and to maintaining a safe work environment. Given the increasing violence in society in general, ILTexas has adopted the following guidelines to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during business hours or on school property.

All employees, including supervisors and temporary employees, should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, “horseplay,” or other conduct that may be dangerous to others. Firearms, weapons, and other dangerous or hazardous devices or substances are at all

times prohibited without proper authorization.

Conduct that threatens, intimidates, or coerces another employee, student, or member of the public at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of discrimination and/or harassment.

All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to your immediate supervisor or any other member of management. This includes threats by employees, students, vendors, solicitors, or other members of the public. When reporting a threat of violence, please be specific and as detailed as possible.

All suspicious individuals or activities should be reported as soon as possible to a supervisor. Do not attempt to interfere in a disturbance unless it is reasonably safe to do so.

ILTexas will promptly and thoroughly investigate all reports or threats of violence and suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. In order to maintain workplace safety, and the integrity of its investigation ILTexas may suspend employees, either with or without pay, pending investigation. Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

8.13 Video Surveillance

ILTexas is charged with the responsibility of caring for students. Maintaining safe and efficient schools is critical to fulfilling this responsibility. ILTexas reserves the right to conduct surveillance in its facilities and offices when such surveillance is in the best interest of the school, its students, or its employees, such as for possible problems with student abuse, theft, drugs, alcohol or other serious misconduct. Therefore, employees are on notice that they should have no expectation of personal privacy while at work and all schools and school facilities are subject to surveillance, including parking lots. Surveillance may be by electronic means or direct human involvement. Surveillance methods may be visible or may be concealed. Periods of surveillance may or may not be announced at the option of ILTexas. No employee shall initiate surveillance of any kind without express approval of the Superintendent. Technical assistance with surveillance may be sought from local law enforcement agencies in conducting surveillance and surveillance results may be shared with local law enforcement agencies when possible criminal action is indicated.

PART 9: MISCELLANEOUS PROVISIONS

9.1 Emergencies

All employees should be familiar with the evacuation diagrams posted throughout the school. Fire, tornado, and other emergency drills will be conducted to familiarize employees and students with evacuation procedures. Fire extinguishers are located throughout all school buildings. Employees should know the location of these devices and how to use them. [ILTexas will also train staff on certain health and safety matters discussed in Chapter 38 of the Texas Education Code.](#)

School Closures

ILTexas may close because of bad weather or emergency conditions. When such conditions exist, the Superintendent will make the official decision concerning school closures. When it becomes necessary to open late or to release students early, local media will be informed and every effort will be made to contact

all staff and students through the school's emergency broadcast system.

9.2 External Inquiries

Employees should contact, ILTexas Chief Legal Officer, regarding all employee related legal matters and external inquiries. This includes all inquiries, notices or other communication from attorneys, prospective employers or others regarding employees or former employees, whether verbal or written. It also includes, but is not limited to:

- Any Charges of Discrimination that may come from the Equal Employment Opportunity Commission, Texas Human Rights Commission, or other agencies;
- Any notice or indication of an audit by the U.S. Department of Labor or notification from the Texas Workforce Commission;
- Any OSHA complaints or site visits by OSHA staff members.

No response should be given to external inquiries or notifications except how to contact ILTexas Chief Legal Officer. The Chief Legal Officer should be notified as soon as possible. No employee other than ILTexas Chief Legal Officer may be served with legal papers. Employees who become aware of the attempt to serve legal papers should advise the server of the appropriate agent of record for service of process and notify his or her supervisor and/or ILTexas Chief Legal Officer as soon as possible.

9.3 Family Educational Rights and Privacy Act

Student records are confidential and protected from unauthorized inspection or use. Employees with access to student information and/or performance data will consistently and uniformly maintain the privacy and confidentiality of this information in accordance with the Family Educational Rights and Privacy Act ("FERPA").

9.4 HIPAA

The Health Insurance Portability and Accountability Act of 1996 ("HIPAA") established rules for protecting individual Personal Health Information ("PHI"). HIPAA provides individuals certain rights regarding their PHI, and requires employers and other individuals to adhere to restrictions on how PHI is disclosed. Every employee should respect the rights of others and only disclose PHI about themselves and others to those with a need to know. Disclosure of PHI without the written approval of the individual is a violation of federal law.

9.5 HIV-AIDS and Other Life-Threatening Illnesses

Individuals infected with HIV and individuals with life-threatening illnesses have the same rights and opportunities as other individuals.

Employees are not required to reveal their HIV status to employers. All medical information that an HIV-infected employee provides to medical or management personnel is confidential and private. ILTexas may not reveal this information without the employee's knowledge and written consent, except as provided by law.

Those with access to confidential information must maintain strict confidentiality and privacy, separating this information from employees' personnel records. Individuals who fail to protect these rights commit a serious offense, which may be cause for litigation resulting in both civil and criminal penalties and may

result in disciplinary action, up to and including termination.

Employees who have concerns of a co-worker or student infected with HIV or a life-threatening illness should contact the Benefits Coordinator for appropriate information and reference materials. Employees do not have the right to refuse to work with someone who has HIV or AIDS or any disability. An employee who refuses to work with co-workers or students who have a disability shall be subject to disciplinary or corrective action, up to and including termination.

9.6 Key/Access Device Security

Key and access device security is important because of the nature and value of property on campus. Each employee is responsible for keys issued and losses must be reported immediately. Keys or access devices may not be loaned or duplicated without approval from the campus Principal or supervisor. Employees are required to take all reasonable precautions with the keys issued, and all keys must be accounted for at all times.

9.7 Personal Property

ILTexas recognizes that employees may desire to display mementos pertaining to their families or bring other personal items to work. ILTexas takes no responsibility for the safekeeping of these items. However, should any such personal property be stolen, employees should report the incident to ILTexas. The following guidelines should be observed:

- Safety comes first. No object can interfere with job safety as determined by the Principal.
- Nothing can be displayed that is derogatory (in the opinion of the Principal) to any person or system of beliefs, or that is considered sexually offensive under the reasonable person standard.
- Objects that are inappropriate (in the opinion of the Principal) or that hinder work efforts will not be allowed and must be removed upon request.

9.8 School Property

All employees are responsible for taking proper care of ILTexas owned property, including vehicles, buildings, furnishings, equipment, tools and supplies. School property must remain on the premises at all times unless approved in advance by the Principal or other appropriate administrator. Proper care and maintenance of school-owned vehicles is also required.

The following applies to the usage of any ILTexas-owned vehicle: (1) all doors must be locked when the vehicle is unattended, (2) no unauthorized passengers or merchandise are allowed to be transported, (3) no unauthorized merchandise, and (4) no unauthorized stops may be made.

Employees must return all ILTexas-owned property that is in their possession or control in the event of termination of employment, resignation or layoff immediately upon request.

School employees shall not use school public property for any purpose not described in the ILTexas open-enrollment charter, except that employees may use local telephone service, school-issued cellular phones, electronic mail, Internet connections, and similar property for incidental personal use, if, as determined by school administration, such does not:

- Result in any direct cost paid with state funds, or the charter holder is reimbursed by the employee within five business days for any direct cost incurred;

- Impede charter school functions as determined by the school administration.

Only incidental amounts of employee time, comparable to a five to seven-minute coffee break during each day, may be used for personal matters. This does not authorize incidental personal use of public property for private commercial purposes. Any such incidental use of public property is a privilege not a right, and ILTexas administration may remove or rescind such privilege from time to time on a case-by-case basis for any employee, or all employees.

9.9 **Student Issues**

Non-Discrimination Statement

ILTexas does not discriminate on the basis of race; religion; color; national origin; sex or gender; disability; academic, artistic, or athletic ability; sexual orientation; pregnancy; marital status; or the district the child would otherwise attend under state law or in providing educational services, activities, and programs, including vocational and career technology programs, in accordance with Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Educational Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as amended.

Administration of Medication

Unless otherwise authorized or described below, school employees and volunteers are prohibited from administering medications to students, including vitamins and food supplements. Medication should be administered outside of school hours, if possible. If necessary, medication can be administered at school under the following circumstances:

- Nonprescription medication brought to school must be submitted by a parent along with a written request. The medication must also be in the original and properly labeled container.
- Prescription medications administered during school hours must be prescribed by a physician or advanced nurse practitioner (“ANP”) and filled by a pharmacist licensed in the State of Texas. Prescriptions ordered or filled in Mexico will not be accepted.
- Prescription medications must be submitted in a labeled container showing the student’s name, name of the medication, reason the medication is being given, proper dosage amounts, the time the medication must be taken, and the method used to administer the medication. Medications sent in plastic bags or unlabeled containers will NOT be administered.
- If the substance is herbal or a dietary supplement, it must be provided by the parent and will be administered only if required by the student’s Individualized Education Program (“IEP”) or Section 504 plan for a student with disabilities.
- Only the amount of medication needed should be delivered to the school, i.e., enough medication to last one day, one week, etc. In cases of prolonged need, send in the amount for a clearly specified period. Extra medication will not be sent home with the student.
- In certain emergency situations, ILTexas may administer a nonprescription medication to a student, but only in accordance with the guidelines developed by the school’s medical advisor and when the parent has previously provided written consent for emergency treatment.

Bullying

ILTexas prohibits bullying of students, as well as retaliation against anyone involved in the complaint process. Bullying means a single significant act or a pattern of acts by one or more students directed at another student that exploits an imbalance of power and involves engaging in written or verbal expression, expression through electronic means, or physical conduct that:

1. 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,

2. is sufficiently severe, persistent, or pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student,
3. materially and substantially disrupts the educational process or the orderly operation of a classroom or school, or
4. infringes on the rights of the victim at school.

The definition of bullying includes "cyberbullying," which means bullying that is done through the use of any electronic communication device, including through the use of a cellular or other type of telephone, a computer, a camera, electronic mail, instant messaging, text messaging, a social media application, an Internet website, or any other Internet-based communication tool.

ILTexas' anti-bullying policy applies to:

1. bullying that occurs on or is delivered to school property or to the site of a school-sponsored or school-related activity on or off school property;
2. bullying that occurs on a publicly or privately-owned school bus or vehicle being used for transportation of students to or from school or a school-sponsored or school-related activity; and
3. cyberbullying that occurs off school property or outside of a school-sponsored or school-related activity if the cyberbullying:
 - a. interferes with a student's educational opportunities; or
 - b. substantially disrupts the orderly operation of a classroom, school, or school-sponsored or school-related activity.

Any employee or student who believes that he or she may have experienced or witnessed bullying should immediately report the alleged acts to the Principal or designee.

The Principal or designee will notify the victim, the student alleged to have engaged in bullying, and any student witnesses of available counseling options.

The Principal or designee will also provide notice of the incident of alleged bullying to:

- A parent or guardian of the alleged victim on or before the third business day after the date the incident is reported; and
- A parent or guardian of the alleged bully within a reasonable amount of time after the incident.

The Principal or designee shall determine whether the allegations in the report, if proven, would constitute prohibited discrimination or harassment, and if so, proceed with an investigation under ILTexas' anti-discrimination and harassment policy instead. The 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 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.

Discipline for a student who receives special education services for conduct meeting the definition of

bullying or cyberbullying must comply with applicable requirements under federal law, including the Individuals with Disabilities Education Act (20 U.S.C. Section 1400 et seq.). ILTexas may not impose discipline on a student who, after an investigation, is found to be a victim of bullying, based on that student's use of reasonable self-defense in response to the bullying.

The Bullying Report Form is attached to this Handbook in the Appendix.

Parent and Student Complaints

In an effort to hear and resolve parent and student complaints in a timely manner and at the lowest administrative level possible, the Board has adopted orderly processes for handling parent and student complaints. Parents or students may obtain information on this process from the main office or the Principal.

Psychotropic Drugs and Psychiatric Evaluations or Examinations

No ILTexas employee may:

- Recommend that a student use a psychotropic drug;
- Suggest any particular diagnosis; or
- Preclude a student from attending class or participating in a school-related activity if the parent refuses to consent to the administration of a psychotropic drug to a student or to a psychiatric evaluation or examination of a student.

“Psychotropic drug” means a substance that is used in the diagnosis, treatment, or prevention of a disease or as a component of a medication and intended to have an altering effect on perception, emotion, or behavior.

Student Attendance

Teachers and staff should be familiar with the school's policies and procedures for attendance accounting. Contact the Principal for additional information.

Student Conduct and Discipline

Students are expected to follow all classroom and campus rules, and the rules listed in the Student Code of Conduct. Teachers and administrators are responsible for taking disciplinary action based on a range of discipline management strategies that have been adopted by ILTexas. Non-instructional employees with concerns about a particular student's conduct should contact the student's classroom teacher or the Principal.

Student Transportation

Except in limited emergency situations, ILTexas employees are not authorized to transport students in the employee's personal automobile.

Student Welfare: Child Abuse and Neglect Reporting

Any ILTexas officer, employee, agent or volunteer who has cause to believe that a child's physical or mental health or welfare has been adversely affected by abuse or neglect or other maltreatment by any person shall immediately make a report as required by law.

If a professional (i.e., teachers, nurses, doctors, day-care employees, or other mandatory reporters) has cause to believe that a child has been or may be abused, maltreated or neglected, that person shall make a report within 48 hours after the person first suspects the abuse or neglect. The person may not delegate to or rely on another individual to make the report.

If the suspected abuse or neglect involves a person responsible for the custody, care or welfare of the child, the report must generally be made to the Texas Department of Family and Protective Services (“DFPS”). All other reports should be made to any local or state law enforcement agency, the DFPS, the Texas Education Agency (if the abuse or neglect occurred at school), another state agency near where the abuse occurred, or any agency designated by a court as responsible for the protection of children.

A report should reflect the reporter’s belief that a child has been or may be abused or neglected or has died of abuse or neglect. The reporter shall identify the following information, if known:

- The name and address of the child;
- The name and address of the person responsible for the care, custody, or welfare of the child; and
- Any other pertinent information concerning the alleged or suspected abuse or neglect.

All reports of abuse shall be reported to the Principal or designee contemporaneous to the report mandated by law.

Any person who makes such a report, or assists in the investigation of a report of child abuse or neglect in good faith, is immune from any criminal or civil liability that might otherwise be incurred or imposed. Authorized officials from the above agencies shall be permitted to conduct the required interview with the child at the school with or without the consent of the parent or guardian. ILTexas will fully cooperate with all official investigations of abuse or neglect.

ILTexas or its agents may not suspend or terminate the employment of, or otherwise discriminate against, a professional employee who, in good faith:

- Reports child abuse or neglect to:
 - The employee’s supervisor,
 - An administrator of the facility where the employee works,
 - A state regulatory agency,
 - A law enforcement agency; or
- Initiates or cooperates with a governmental investigation or proceeding relating to an allegation of child abuse or neglect.

A person who reports his or her own abuse or neglect of a child or who acts in bad faith or with malicious purpose in reporting alleged child abuse or neglect may be subject to criminal prosecution.

The toll-free number for the Texas Child Abuse Hotline is 1-800-252-5400.

In addition to the duty to report described above, a person or professional shall make a report if he or she has cause to believe that an adult was a victim of abuse or neglect as a child and the person or professional determines in good faith that disclosure of the information is necessary to protect the health and safety of another child. Such a report must be made within 48 hours, and the duty to make a report cannot be delegated.

Employee Training: ILTexas shall provide training for all new and existing employees on awareness of issues regarding child abuse and reporting, sexual abuse prevention, sex trafficking, bullying and David’s law, and other maltreatment of children, including prevention techniques for and recognition of child abuse, sex trafficking, and other maltreatment of children.

Student Welfare: Computer Technician Reports of Child Pornography

Any computer technician employed by ILTexas who, in the course and scope of employment or business with ILTexas, views an image on a computer that is or appears to be child pornography must immediately report the discovery to a local or state law enforcement agency or the Cyber Tipline at the National Center for Missing and Exploited Children. The report must include the name and address of the owner or person claiming a right to possession of the computer, if known, and as permitted by federal law.

Except in a case of willful or wanton misconduct, a computer technician may not be civilly liable for reporting or failing to report the discovery of an image. A computer technician who intentionally fails to report an image may be subject to criminal prosecution.

9.10 Use of Personal Vehicles

Employees conducting ILTexas-related business in their personal vehicles are expected to be in compliance with all state laws related to vehicle insurance coverage requirements. If involved in an accident while on school-related business, personal vehicle insurance takes precedence.

9.11 Visitors in the Workplace

All visitors are expected to enter any school facility through the main entrance and sign in or report to the main office. Authorized visitors will receive directions or be escorted to their destination. Employees who observe an unauthorized individual on school premises should immediately direct him or her to the building office or contact the administrator in charge.

ILTexas may establish an electronic database for the purpose of storing information concerning school visitors. Such database may only be used for purposes of school security, and may not be sold or otherwise disseminated to a third party for any purpose. ILTexas may also verify whether any visitor to a campus is a sex offender registered with the computerized central database maintained by the Department of Public Safety, or any other database accessible by ILTexas.

PART 10: EMPLOYEE ACCEPTABLE USE POLICY

Technology Resources

ILTexas' technology and information resources, including its networks, computer systems, email accounts, devices connected to its networks, and all ILTexas-owned devices used on or off school property, are primarily for administrative and instructional purposes.

Limited personal use is permitted if the use:

- Imposes no tangible cost to ILTexas;
- Does not unduly burden ILTexas' technology resources; and
- Has no adverse effect on job performance or on a student's academic performance.

Email transmissions and other use of ILTexas' technology resources are not confidential and can be monitored at any time to ensure appropriate use.

ILTexas may permit remote access to its network from the Internet on a limited basis for authorized staff. Users are expected to maintain the same security standards when operating ILTexas computers or accessing the ILTexas network remotely. Access procedures and passwords are not to be shared with anyone. All policies and rules regarding network use apply to remote access.

Employees who are authorized to use ILTexas' technology and information resources are required to abide by the provisions of ILTexas' acceptable use policy and administrative procedures. Failure to do so can result in suspension of access or termination of privileges, and may lead to disciplinary and legal action. Employees with questions about technology and information resources can contact the IT Department.

Network Acceptable Use

ILTexas provides students, staff, volunteers, and Board members access to the ILTexas electronic network. This network includes Internet access, email accounts, computer services, videoconferencing, computer equipment, and related equipment for educational and school-related purposes. This policy contains the rules and procedures for acceptable use of ILTexas' electronic network. Where the term "user" appears, the policy applies to any network user.

- The ILTexas electronic network has been established for a limited educational purpose and to allow the transaction of ILTexas-related business. The ILTexas electronic network has not been established as a public access service or a public forum. ILTexas has the right to place reasonable restrictions on material that is accessed or posted throughout the network.
- Access is a privilege – not a right.
- It is presumed that users will honor this policy. ILTexas is not responsible for the actions of users who violate this policy.
- ILTexas reserves the right to monitor all activity on its electronic network. Users will indemnify ILTexas for damage caused by users' inappropriate use of the network.
- Users are expected to follow the same rules, good manners, and common-sense guidelines that are used with other daily school activities, as well as applicable law, in the use of ILTexas' electronic network.

General Unacceptable Behavior

While utilizing any portion of the ILTexas electronic network, unacceptable behaviors include, but are not limited to:

- Abusing network resources, such as sending chain letters or "spamming." Emails sent to "all staff" are reserved for the Technology Department and administration. The use of the "all staff" group for other purposes must be approved by the Technology Department prior to sending.
- Attempting to access non-instructional systems, such as student information systems or business systems, without authorization.
- Attempting to circumvent web filtering through proxies or other means.
- Connecting any networkable device (either wired or wireless) to the ILTexas network without authorization. The use of a computer or device brought from home accessing the network in any way not designated as "guest access."
- Displaying, accessing, or sending offensive messages or pictures.
- Engaging in activity that may be considered "cyberbullying," including but not limited to threats of violence, extortion, obscene or harassing messages, harassment, stalking, child pornography, and sexual exploitation.
- Engaging in personal attacks, including prejudicial or discriminatory attacks.
- Gaining unlawful access to information or computer and communication resources.
- Generation, storage, transmission or other use of data or other matter, which is abusive, profane, pornographic, or offensive to a reasonable person.
- Illegal, fraudulent, or malicious activity or activity on behalf of organizations or individuals having no affiliation with ILTexas.
- Installation of any programs or software not approved by ILTexas.

- Intentional introduction of or experimentation with malicious code including but not limited to computer worms or viruses.
- Knowingly or recklessly posting false information about a person or organization.
- Personal use not related to the conduct of work on behalf of ILTexas.
- Posting information that could cause damage or danger of disruption.
- The intentional sending of messages that is likely to harm the recipient's work or system and any other types of use which could cause congestion of the ILTexas network or otherwise interfere with the work of others. Prohibited uses include, but are not limited to, peer-to-peer applications such as LimeWire, Bit Torrent, or any other file sharing applications, as well as large (>5MB) file transfers from Internet sites without prior permission.
- Transmission of material in violation of applicable copyright laws.
- Unauthorized disclosure, use, or dissemination of personal information regarding students and staff.
- Using criminal speech or speech in the course of committing a crime such as threats against others, instructions on breaking into computer networks, pornography (including child pornography), drug dealing, purchase of alcohol, gang activities, etc.
- Using ILTexas equipment, network, or credential to threaten other users, or cause a disruption to the educational program.
- Using ILTexas equipment, network, or credentials to send or post electronic messages that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal.
- Using the ILTexas electronic network for commercial or personal business purposes, or offering, providing, or purchasing products or services through the network.
- Using the ILTexas electronic network for political lobbying.
- Using speech that is inappropriate in an educational setting or that violates ILTexas' standards for employee conduct.

Employees who become aware of a user engaging in inappropriate use of the ILTexas electronic network or who receive any email containing inappropriate content should report the matter immediately to the Technology Department or designee.

No Expectation of Privacy

ILTexas email accounts should be used primarily for school-related purposes. Personal use of ILTexas email accounts is only permitted on a limited basis so long as such personal use does not impede school functions, does not result in any direct cost paid with state funds, is not for private commercial purposes, and does not involve more than incidental amounts of employee time (time periods comparable to reasonable coffee breaks during the day).

ILTexas owns the rights to all data and files stored on any computer, network, or other information system used at ILTexas and to all data and files sent or received using any ILTexas system, including email, to the extent that such rights are not superseded by applicable laws relating to intellectual property.

ILTexas owns any communication sent via email or that is stored on ILTexas equipment or its cloud accounts. ILTexas employees shall have no expectation of privacy in anything they store, send, or receive on ILTexas' email system or computer equipment or cloud accounts. All communications sent via email or stored on ILTexas equipment may also be subject to the Texas Public Information Act. ILTexas reserves the right to access and/or monitor any material in an employee's email account at any time, without prior notice, as well as any computer equipment used to create, view, or access email. Violations of this policy may lead to disciplinary action, up to and including termination, and could also lead to referrals to appropriate law enforcement authorities.

No ILTexas employee may access another employee's computer, computer files, or email messages without prior authorization from the Technology Department or designee to allow access to email accounts.

System Security

On occasion, ILTexas may need to access its technology and information resources including computer files, electronic-mail messages, and voicemail messages. Employees should understand, therefore, that the employees have no right of privacy with respect to any messages or information created or maintained on ILTexas' electronic network, including personal information or messages. ILTexas may, at its discretion, inspect all files or messages on its electronic network at any time in order to determine compliance with its policies, for purposes of legal proceedings, to investigate allegations of misconduct, to locate information, or for any other business purpose.

Users are responsible for their individual accounts and should take all reasonable precautions to prevent others from being able to use them. Users must not provide their user and access credentials including password(s) to another person. Users must immediately notify the technology department if they have identified a possible security issue, received malicious email/communications, or their account may be compromised. Users should not go looking for security problems, as doing so may be construed as an illegal attempt to gain access.

Users will not attempt to gain unauthorized access to any portion of the ILTexas electronic network. This includes attempting to log in through another person's account or accessing another person's folders, work, or files.

Users will not make deliberate attempts to disrupt ILTexas' electronic network or computer system, or destroy data by spreading computer viruses or by any other means.

Users will not attempt to access Web sites blocked by ILTexas policy, including the use of proxy services, software, or Web sites. Users will not use "sniffing" or remote access technology to monitor the network or other user's activity.

Software and Files

Software is available to users to be used as an educational resource or to conduct school-related business. Users may not install, upload, or download software without permission from the Technology Department or designee. A user's account may be limited or terminated if a user intentionally misuses software on any ILTexas-owned equipment.

Files stored on the network are treated in the same manner as other school storage areas. Routine maintenance and monitoring of ILTexas' electronic network may lead to discovery that a user has violated this policy. Users should not expect that files stored on ILTexas servers are private.

When sharing or storing sensitive information, users must utilize approved network storage devices and applications. Appropriate storage protocols should also be followed.

Technology Hardware

Hardware and peripherals are provided as tools to users for educational purposes and for school-related business. Users are not permitted to relocate hardware (except for portable devices), install peripherals, or modify settings to equipment without permission from the Technology Department or designee.

ILTexas may permit the use of personally-owned computing devices on its network, at the discretion of ILTexas. All "guest" users must comply with administrative regulations governing the use of ILTexas'

technology resources and agree to allow monitoring of their usage and to comply with the regulations. Non-compliance may result in suspension of access or termination of privileges and other disciplinary actions consistent with ILTexas policy.

Vandalism

Any malicious attempt to harm or destroy data, the network, other network components connected to the network, hardware, or software will result in cancellation of network privileges. Disciplinary measures in compliance with ILTexas policy will be enforced.

Personal Use of Electronic Media

Electronic media includes all forms of social media, such as text messaging, instant messaging, email, web logs (blogs), electronic forums (chat rooms), video-sharing websites (e.g., YouTube), editorial comments posted on the Internet, and social network sites (e.g., Facebook, Twitter, Instagram, LinkedIn). Electronic media also includes all forms of telecommunications such as landlines, cell phones, and web-based applications.

As role models for ILTexas' students, employees are responsible for their public conduct even when they are not acting as school employees. Employees will be held to the same professional standards in their public use of electronic media as they are for any other public conduct. If an employee's use of electronic media interferes with the employee's ability to effectively perform his or her job duties, the employee is subject to disciplinary action, up to and including termination of employment. If an employee wishes to use a social network site or similar media for personal purposes, the employee is responsible for the content on the employee's page. The employee is also responsible for maintaining privacy settings appropriate to the content.

An employee who uses electronic media for personal purposes shall observe the following:

- The employee may not set up or update the employee's personal social network page(s) using ILTexas' computers, network, or equipment.
- The employee shall limit use of personal electronic communication devices to send or receive calls, text messages, pictures, and videos to breaks, mealtimes, and before and after scheduled work hours, unless there is an emergency or the use is authorized by a supervisor to conduct ILTexas business.
- The employee shall not use ILTexas' logo or other copyrighted material of ILTexas without express written consent.
- The employee continues to be subject to applicable state and federal laws, local policies, administrative regulations, and the Code of Ethics and Standard Practices for Texas Educators, even when communicating regarding personal and private matters, regardless of whether the employee is using private or public equipment, on or off campus. These restrictions include:
 - Confidentiality of student information, including photos.
 - Confidentiality of health or personnel information concerning colleagues, unless disclosure serves lawful professional purposes or is required by law.
 - Confidentiality of ILTexas records, including educator evaluations and private e-mail addresses.
 - Copyright law.
 - Prohibition against harming others by knowingly making false statements about a colleague or the school system.

Use of Electronic Media and Electronic Communications with Students

Employees given approval by ILTexas may communicate through electronic media with students who are currently enrolled in ILTexas for educational purposes only. All other employees are prohibited from

communicating with students who are enrolled in ILTexas through electronic media.

An employee is not subject to these provisions to the extent the employee has a social or family relationship with a student. For instance, an employee may have a relationship with a niece or nephew, a student who is the child of an adult friend, a student who is a friend of the employee's child, or a member or participant in the same civic, social, recreational, or religious organization.

The following definitions apply for the use of electronic media and electronic communications with students:

- *Electronic media* includes all forms of social media, such as text messaging, instant messaging, electronic mail (e-mail), Web logs (blogs), wikis, electronic forums (chat rooms), video-sharing websites (e.g., YouTube), editorial comments posted on the Internet, and social network sites (e.g., Facebook, Twitter, LinkedIn, Instagram). Electronic media also includes all forms of telecommunication such as landlines, cell phones, and web-based applications.
- *Communicate* means to convey information and includes a one-way communication as well as a dialogue between two or more people. A public communication by an employee that is not targeted at students (e.g., a posting on the employee's personal social network page or a blog) is not a communication; however, the employee may be subject to regulations on personal electronic communications. Unsolicited contact from a student through electronic means is not a communication.

An employee uses electronic media to communicate with students shall observe the following:

- Employees should avoid sending text messages to students. Exceptions may apply for a teacher or other employee who has an extracurricular duty, and then only to communicate with students who participate in the extracurricular activity over which the employee has responsibility. An employee who communicates with a student using text messaging should attempt to include at least one of the student's parents or guardians as a recipient on each text message to the student so that the student and parent receive the same message. Additionally, for each text message addressed to one or more students, the employee must send a copy of the text message to the employee's ILTexas email address.
- Employees shall limit communications to matters within the scope of the employee's professional responsibilities (e.g., for classroom teachers, matters relating to class work, homework, and tests; for an employee with extracurricular duties, matters relating to the extracurricular activity).
- Employees are prohibited from knowingly communicating with students through personal social network pages.
- Employees shall not communicate directly with any student between the hours of 10:00pm and 6:00am, except when necessary to notify students about urgent scheduling or transportation issues. Employees may, however, make public posts to a social network site, blog, or similar application at any time.
- Employees do not have an absolute right to privacy with respect to communications with students and parents.
- Employees continue to be subject to applicable state and federal laws, local policies, administrative regulations, and the Professional Code of Ethics and Standard Practices for Professional Educators including:
 - Compliance with FERPA, including retention and confidentiality of student records;
 - Copyright law; and
 - Prohibitions against soliciting or engaging in sexual conduct or a romantic relationship with a student.

- Employees shall not solicit or engage in sexual conduct or a romantic relationship with a student.
- Upon request from ILTexas' administration, an employee will provide the phone number(s), social network site(s), or other information regarding the method(s) of electronic media the employee uses to communicate with any one or more current-enrolled student.
- Upon written request from a parent or student, an employee shall discontinue communicating with a student through email, text messaging, instant messaging, or any other form of one-to-one electronic communication.
- Employees shall refrain from inappropriate communications with students. Factors that may be considered in assessing whether the communication is inappropriate include, but are not limited to:
 - The nature, purpose, timing, and amount of the communication;
 - The subject matter of the communication;
 - Whether the communication was made openly or the employee attempted to conceal the communication;
 - Whether the communication could be reasonably interpreted as soliciting sexual contact or a romantic relationship;
 - Whether the communication was sexually explicit; and
 - Whether the communication involved discussion(s) of the physical or sexual attractiveness or the sexual history, activities, preferences, or fantasies of either the employee or the student.

Consequences

The guidelines for appropriate use are applicable to all use of school computers and refer to all information resources, whether individually controlled, shared, stand alone, or networked. Disciplinary action for students, staff, and other users shall be consistent with ILTexas policy and administrative regulation. Violations may result in:

- Suspension of access to school computers and network resources;
- Revocation of access privileges or user accounts; or
- Other school disciplinary or legal action, up to and including termination, in accordance with school policies and applicable laws.

Specific disciplinary measures will be determined on a case-by-case basis.

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APPENDIX – FORMS

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Authorization for Background Check

Texas Education Code § 22.083 authorizes an open-enrollment charter school to obtain the criminal history record of every applicant for employment or volunteer services with the school. Therefore, as part of your application process, please read and sign this form in the space provided below. Your written authorization is necessary for completion of the application process.

I, _____, hereby authorize ILTexas to investigate my background and qualifications for purposes of evaluating whether I am qualified for the position for which I am applying. I understand that ILTexas will utilize an outside firm or firms to assist it in checking such information, and I specifically authorize such an investigation by information services and outside entities of its choice. I also understand that I may withhold my permission and that in such a case, no investigation will be done, and my application for employment will not be processed further.

I understand that ILTexas is authorized to use any source including, but not limited to, consumer reporting agencies, private investigators, and law enforcement agencies. Furthermore, I authorize any of these agencies to release information to me or to ILTexas or ILTexas' agent(s).

I also hereby acknowledge that I have received a notice that a report may be obtained for employment purposes if applicable. I understand that the information I am providing about age, sex, and ethnicity will not be used to determine my eligibility for employment or volunteer services, but will be used solely for the purpose of obtaining consumer information, including criminal history information. I further understand that information from my consumer report will not be used in violation of applicable Federal or State equal employment opportunity laws.

Employee Signature

Date

Employee's Name – Printed

Complete Background Check Form on Next Page

**International Leadership of Texas 202~~21~~-202~~32~~
Criminal History Background Check Form**

Last Name:	
Maiden and/or Other Name:	
First Name:	
Middle Name:	
Driver's License Number:	
State Issuing Driver's License:	
Date of Birth (example 01/23/45):	
Social Security Number:	
Sex:	
Race:	
Current Street Address:	
City:	
State:	
Zip:	

List Where You Have Lived or Worked in the Last Five Years

City/Town	County	State	From	To

Disclosure and Authorization for Consumer Reporting Agency Reports

International Leadership of Texas (“ILTexas”) may obtain a consumer report (commonly known as a background report) from a consumer reporting agency for employment purposes. The consumer report may include information concerning your employment history, education, qualifications, character, general reputation, personal characteristics, criminal record, motor vehicle record, mode of living and/or credit standing, and indebtedness. This information may be obtained from public and/or private sources.

A consumer report and/or an investigative consumer report may be obtained in processing your application for employment, or at any time during your employment period, as authorized by state law and/or the Fair Credit Reporting Act (FCRA). Should an investigative consumer report (a consumer report in which the above types of information are obtained through personal interviews) be requested, you will have the right to obtain a complete and accurate disclosure of the nature and scope of the investigation requested and a written summary of your rights under the FCRA.

In the event that information from a consumer report obtained about you from a consumer reporting agency is used in whole or in part in making an adverse decision with regard to employment, you will be provided with a copy of the consumer report and a description in writing of your rights under the law.

A summary of your rights under the FCRA is also included with this notice. Individuals may request more information about the nature and scope of any investigative consumer reports by contacting the Human Resources Department.

AUTHORIZATION

I have carefully read and understand this Disclosure and Authorization Form and the attached Summary of Rights under the Fair Credit Reporting Act. I hereby authorize ILTexas to obtain and/or its agent(s) to obtain and furnish to ILTexas information related to my background to be used for employment purposes. I hereby authorize any law enforcement agency, institution (including learning institution), information service bureau, credit bureau, record/data repository, court, motor vehicle record agency, employer, military, and other individuals and sources contacted by ILTexas and/or its agent(s) to furnish the information requested by the consumer reporting agency for employment purposes.

I understand and agree that a facsimile or photographic copy of this authorization will be as valid as the original.

I hereby release ILTexas, all its agents and employees, and all other persons, agencies, and entities furnishing information or reports about me from all liability arising out of the request for or release of any of the above-mentioned information or reports.

Applicant/Employee Signature:

Date:

Printed Name

Summary of Your Rights under the Fair Credit Reporting Act on Next Page

Para información en español, visite www.consumerfinance.gov/learnmore o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under FCRA. **For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identity theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for additional information.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete, or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.

- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- The following FCRA right applies with respect to nationwide consumer reporting agencies:

Consumers Have the Right To Obtain a Security Freeze

You have a right to place a “security freeze” on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization. The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit.

As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is placed on a consumer’s credit file. Upon seeing a fraud alert display on a consumer’s credit file, a business is required to take steps to verify the consumer’s identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years.

A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, go to www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

TYPE OF BUSINESS:	CONTACT:
1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:	a. Consumer Financial Protection Bureau 1700 G Street, N.W. Washington, DC 20552 b. Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue, N.W. Washington, DC 20580 (877) 382-4357
2. To the extent not included in item 1 above: a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act. c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations d. Federal Credit Unions	a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050 b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480 877. e- FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106 877. d- National Credit Union Administration Office of Consumer Financial Protection (OCFP) Division of Consumer Compliance Policy and Outreach 1775 Duke Street Alexandria, VA 22314

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3. Air carriers	Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20590
4. Creditors Subject to the Surface Transportation Board	Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, S.W. Washington, DC 20423
5. Creditors Subject to the Packers and Stockyards Act, 1921	Nearest Packers and Stockyards Administration area supervisor
6. Small Business Investment Companies	Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, S.W., Suite 8200 Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission 100 F Street, N.E. Washington, DC 20549
877. 8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue, N.W. Washington, DC 20580 (877) 382-4357

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Authorization for Prior Employer to Release Information

(Please read the following statements, sign below and return to Human Resources)

I, _____, hereby authorize my prior employer, _____
_____, to release any and all information relating to my employment with them to ILTexas. I further
release and hold harmless both ILTexas and my prior employer, _____, from
any and all liability that may potentially result from the release and/or use of such information. I understand
that any information released by my prior employer will be held in strictest confidence, that it will be viewed
only by those involved in the hiring decision, and that neither I nor anyone else not so involved will have
the right to see the information.

Signature of Applicant/Employee Date

Applicant/Employee's Printed Name

Drug and/or Alcohol Testing Consent Form and Policy Acknowledgment Form

I hereby agree, upon a request made under the drug/alcohol testing policy of ILTexas, to submit to a drug or alcohol test and to furnish a sample of my urine, breath, and/or blood for analysis. I understand and agree that if I at any time refuse to submit to a drug or alcohol test under any ILTexas policy, or if I otherwise fail to cooperate with the testing procedures, I will be subject to immediate termination. I further authorize and give full permission to have ILTexas and/or its physician send the specimen or specimens so collected to a laboratory for a screening test for the presence of any prohibited substances under the policy, and for the laboratory or other testing facility to release any and all documentation relating to such test to ILTexas and/or to any governmental entity involved in a legal proceeding or investigation connected with the test. Finally, I authorize to disclose any documentation relating to such test to any governmental entity involved in a legal proceeding or investigation connected with the test.

I understand that only duly-authorized ILTexas officers, employees, and agents will have access to information furnished or obtained in connection with the test; that they will maintain and protect the confidentiality of such information to the greatest extent possible; and that they will share such information only to the extent necessary to make employment decisions and to respond to inquiries or notices from government entities.

I will hold harmless ILTexas, its physician, and any testing laboratory that it might use, meaning that I will not sue or hold responsible such parties for any alleged harm to me that might result from such testing, including loss of employment or any other kind of adverse job action that might arise as a result of the drug or alcohol test, even if an ILTexas or laboratory representative makes an error in the administration or analysis of the test or the reporting of the results. I will further hold harmless ILTexas, its company physician, and any testing laboratory that it might use for any alleged harm to me that might result from the release or use of information or documentation relating to the drug or alcohol test, as long as the release or use of the information is within the scope of this policy and the procedures as explained in the paragraph above.

I have had an opportunity to read the Drug-Free Workplace Policy included in ILTexas Employee Handbook, and I understand that I may ask my supervisor or Human Resource Department any questions I might have concerning the policy. I accept the terms of the Drug-Free Workplace Policy. I also understand that it is my responsibility to comply with the Drug-Free Workplace Policy, and any revisions made to it. I further agree that if I remain with ILTexas following any modifications to the policy, I thereby accept and agree to such changes.

This policy and authorization have been explained to me in a language I understand, and I have been told that if I have any questions about the test or the policy, they will be answered.

I UNDERSTAND THAT ILTEXAS WILL REQUIRE A DRUG SCREEN TEST UNDER THIS POLICY WHENEVER I AM INVOLVED IN AN ON-THE-JOB ACCIDENT OR INJURY UNDER CIRCUMSTANCES THAT SUGGEST POSSIBLE INVOLVEMENT OR INFLUENCE OF DRUGS OR ALCOHOL.

Signature of Employee

Date

Employee's Printed Name

Searches

ILTexas reserves the right to conduct searches to monitor compliance with rules concerning safety of employees, security of company and individual property, drugs and alcohol, and possession of other prohibited items. "Prohibited items" include illegal drugs, alcoholic beverages, prescription drugs or medications not used or possessed in compliance with a current valid prescription, weapons, any items of an obscene, harassing, demeaning, or violent nature, and any property in the possession or control of an employee who does not have authorization from the owner of such property to possess or control the property. "Control" means knowing where a particular item is, having placed an item where it is currently located, or having any influence over its continued placement. In addition to ILTexas' premises, ILTexas may search employees, their work areas, lockers, and personal vehicles if driven or parked on company property, and other personal items such as bags, purses, briefcases, backpacks, lunch boxes, and other containers. In requesting a search, ILTexas is by no means accusing anyone of theft, some other crime, or any other variety of improper conduct.

There is no general or specific expectation of privacy in ILTexas' workplace, either on school premises, or while on duty. In general, employees should assume that what they do while on duty or on school premises is not private. All employees and all of the areas listed above are subject to search at any time; if an employee uses a locker or other storage area at work, including a locking desk drawer or locking cabinet, ILTexas will either furnish the lock and keep a copy of the key or combination, or else allow the employee to furnish a personal lock, but the employee must give ILTexas a copy of the key or combination. The areas in question may be searched at any time, with or without the employee being present. As a general rule, with the exception of items relating to personal hygiene or health, no employee should ever bring anything to work or store anything at work that he/she would not be prepared to show and possibly turn over to ILTexas officials and/or law enforcement authorities.

All employees of ILTexas are subject to this policy. However, any given search may be restricted to one or more specific individuals, depending upon the situation. Searches may be done on a random basis or based upon reasonable suspicion. "Reasonable suspicion" means circumstances suggesting to a reasonable person that there is a possibility that one or more individuals may be in possession of a prohibited item as defined above. Any search under this policy will be done in a manner protecting employee privacy, confidentiality, and personal dignity to the greatest extent possible. ILTexas will respond severely to any unauthorized release of information concerning individual employees.

No employee will ever be physically forced to submit to a search. However, an employee who refuses to submit to a search request by ILTexas will face disciplinary action, up to and possibly including immediate termination of employment.

IN ACCORDANCE WITH ILTEXAS POLICY REGARDING SEARCHES, I UNDERSTAND THAT ALL DESKS, STORAGE AREAS, LOCKERS, AND ALL VEHICLES OWNED, FINANCED, OR LEASED BY ILTEXAS, OR USED BY IT TO TRANSPORT EMPLOYEES, GOODS, AND/OR PRODUCTS ARE SUBJECT TO SEARCH AT ANY TIME WITHOUT MY KNOWLEDGE, PRESENCE, OR PERMISSION. WITH THE EXCEPTION OF MY PERSONAL VEHICLE, I UNDERSTAND I AM PROHIBITED FROM LOCKING OR OTHERWISE SECURING ANY SUCH DESK, STORAGE AREA, LOCKER, OR VEHICLE WITH ANY LOCK OR LOCKING DEVICE NOT SUPPLIED OR APPROVED BY ILTEXAS. IF I USE MY OWN LOCK ON ANY SUCH ITEM, I AGREE TO GIVE MY SUPERVISOR A COPY OF THE KEY OR COMBINATION TO THE LOCK SO THAT [ILTEXAS MAY OPEN THE LOCK AT ANY TIME THAT IT MAY DEEM SUCH ACTION NECESSARY. IN THE EVENT THAT A SEARCH OF MY PERSONAL VEHICLE BECOMES NECESSARY, I AGREE TO ALLOW PERSONNEL DESIGNATED BY ILTEXAS TO CONDUCT SUCH A

SEARCH AT ANY TIME ILTEXAS MAY DIRECT DURING MY DUTY SHIFT.

I FURTHER UNDERSTAND THAT IN ORDER TO PROMOTE THE SAFETY OF EMPLOYEES AND VISITORS OF ILTEXAS, AS WELL AS THE SECURITY OF THE FACILITIES AND RESIDENTS OF THE FACILITIES WHERE ILTEXAS IS LOCATED, ILTEXAS MAY CONDUCT VIDEO SURVEILLANCE OF ANY PORTION OF ITS PREMISES AND OPERATIONS AT ANY TIME, THE ONLY EXCEPTION BEING PRIVATE AREAS OF RESTROOMS, SHOWERS, AND DRESSING ROOMS, AND THAT VIDEO CAMERAS WILL BE POSITIONED IN APPROPRIATE PLACES WITHIN AND AROUND THE FACILITIES AND USED IN ORDER TO HELP PROMOTE THE SAFETY AND SECURITY OF PEOPLE AND PROPERTY. I HEREBY GIVE MY CONSENT TO SUCH VIDEO SURVEILLANCE AT ANY TIME ILTEXAS MAY CHOOSE.

I HEREBY RELEASE ILTEXAS FROM ALL LIABILITY, INCLUDING LIABILITY FOR NEGLIGENCE, ASSOCIATED WITH THE ENFORCEMENT OF THESE POLICIES AND/OR ANY SEARCHES OR SURVEILLANCE UNDERTAKEN PURSUANT TO THESE POLICIES.

Signature of Employee

Date

Employee's Printed Name

International Leadership of Texas Representative

Date

Wage Deduction Authorization Agreement

I understand and agree that my employer, ILTexas, may deduct money from my pay from time to time for reasons that fall into the following categories:

1. My share of the premiums for ILTexas' group medical/dental plan;
2. Any contributions I may make into a retirement or pension plan sponsored, controlled, or managed by ILTexas;
3. Installment payments on loans based upon store credit that I use for my own personal purchases, including the value of merchandise or services that I purchase or have purchased for personal, non-business reasons using my employee charge account or credit card, an account or credit card assigned to another employee, or a general company account or credit card, regardless of whether such purchase was authorized, and if there is a balance remaining when I leave ILTexas, the balance of such store credit or charges;
4. If I receive an overpayment of wages for any reason, repayment to ILTexas of such overpayments (the deduction for such a repayment will be divided amongst the remaining months of the employee's School Year);
5. The cost of personal long-distance calls I may make on ILTexas-owned phones or on its accounts, of personal faxes sent by me using ILTexas-owned equipment or its accounts, or of non-work-related access to the Internet or other computer networks by me using ILTexas-owned equipment or its accounts;
6. The cost of repairing or replacing any of ILTexas' supplies, materials, equipment, money, or other property that I may damage (other than normal wear and tear), lose, fail to return, or take without appropriate authorization from ILTexas during my employment (except in the case of misappropriation of money by me, I understand that no such deduction will take my pay below minimum wage, or if I am a salaried exempt employee, reduce my salary below the federal FLSA minimum salary-basis amount);
7. The cost of any uniforms required in my employment with ILTexas, and of cleaning such uniforms;
8. The reasonable cost or fair value, whichever is less, of meals, lodging, and other facilities furnished to me by ILTexas in connection with my employment;
9. Administrative fees in connection with court-ordered garnishments or legally-required wage attachments of my pay, limited in extent to the amount or amounts allowed under applicable laws;
10. If I take paid vacation or sick leave in advance of the date I would normally be entitled to it and I separate from ILTexas before accruing time to cover such advance leave, the value of such leave taken in advance that is not so covered;
11. The value of any time off for absences to which paid leave is not applied (non-exempt salaried employees will have all such unpaid leave deducted from their salary, while exempt salaried employees will experience salary reductions only in units of a full day or week at a time, depending upon the exact nature of the absence, unless partial-day deductions are specifically allowed under federal law);
12. If ILTexas pays any insurance premiums or retirement system contributions ("payments") on my behalf that I would normally make under any applicable benefit plan offered by ILTexas during my employment, the amount of such payments made by ILTexas, such payments being an advance of future wages payable to me;
13. If I do not report for duty on the first or last day of school, the day before or after a holiday, or a state testing day, without prior approval from my Supervisor/Principal, I am subject to salary reduction for all days missed, to the extent allowed by law; and
14. Unauthorized use of ILTexas credit or debit card.

I agree that ILTexas may deduct money from my pay under the above circumstances, or if any of the above situations occur. I further understand that ILTexas has stated its intention to abide by all applicable federal

and Texas wage and hour laws, and that if I believe that any such law has not been followed, I have the right to file a wage claim with appropriate Texas and federal agencies.

Signature of Employee

Date

Employee's Printed Name

International Leadership of Texas Representative

Date

Wage Overpayment/Underpayment Policy

ILTexas takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck, and that employees are paid promptly on the scheduled paydays.

In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of the Supervisor, and/or Payroll Manager so that corrections can be made as quickly as possible. If the employee has been underpaid, ILTexas will pay the employee the difference as soon as possible. If the employee has been paid in excess of what he/she has earned, the employee will need to return the overpayment to ILTexas as soon as possible. No employee is entitled to retain any pay in excess of the amount he/she has earned according to the agreed-upon rate of pay. If a wage overpayment occurs, the overpayment will be regarded as an advance of future wages payable and will be deducted in whole or in part from the next available paycheck(s) until the overpaid amount has been fully repaid. Each employee will be expected to sign a wage deduction authorization agreement authorizing such a deduction.

I understand this policy and agree to its terms.

Signature of Employee

Date

Employee's Printed Name

Texas Government Code § 552.024: Public Access Option Form

The Public Information Act allows employees, public officials and former employees and officials to elect whether to keep certain information about them confidential. Unless you choose to keep it confidential, the following information about you may be subject to public release if requested under the Texas Public Information Act. Therefore, please indicate whether you wish to allow public release of the following information.

	PUBLIC ACCESS?	
	NO	YES
Home Address		
Home Telephone Number		
Emergency Contact Information		
Information that reveals whether you have family members		

Signature of Employee

Date

Employee's Printed Name

Bullying Report Form

Note to Person Reporting: This form will be confidentially maintained in accordance with the Family Educational Rights and Privacy Act (“FERPA”), and generally will not be shared with anyone except those working to investigate or respond to the report. You **ARE NOT** required to provide your name when completing this form.

Please return completed forms to the front office. Anonymous forms may be placed in a sealed envelope with directions to provide the envelope to the Principal.

Name of Person Submitting Report (NOT REQUIRED):		Grade:
Name of Potential Victim:		Grade:
Name of Potential Bully:		Grade:
Date of Incident:	Time:	Location
What Happened?	Describe what happened:	
Please tell us if physical force or threats were used, or if cyberbullying was involved.	Please describe:	
What did the potential victim do?		
Was anyone else involved? If so, who?		
Were there any witnesses? If so, who?		
How often has this happened?		
Describe what happened immediately before the incident?		
You may attach documentation to this report.		

INTERNATIONAL LEADERSHIP OF TEXAS
(ILTEXAS) STUDENT/PARENT HANDBOOK
AND CODE OF CONDUCT
2022-2023



Amended July 20, 2022

Published August 3, 2022

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.

ILTexas Student-Parent Handbook and Code of Conduct as amended July 29, 2022 and published August 3, 2022 Page 1 of 121

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.

Failure to sign this form does not release a student's or parent's responsibility to abide by the stated policies.

Printed Name of Student: _____ Grade: _____

Signature of Student: _____

Signature of Parent: _____

Date: _____

Note: This form is included as part of the Year to Year registration process via Skyward. You only need to complete the electronic form; there is no need to print/return this form.

ILTexas is a Public Open Enrollment Charter School system; as such it is a school of choice. Parents and students that choose to enroll are voluntarily subjecting themselves to the school's policies and procedures, specifically including the ILTexas student handbook which is available online to any student and parent to review prior to deciding to enroll. 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. Because of this mission, our students are exposed to a variety of cultures and languages in order to learn leadership. Any leader, in an increasingly world-wide arena, needs to be able to command respect from other individuals in other cultures. Part of that respect comes from the individual's presentation of themselves. Professional dress and grooming is a key trait that ILTexas will seek to develop in its students. The expectations for business professional dress and grooming by students are established below in this Handbook.

INTERNATIONAL LEADERSHIP OF TEXAS EDUCATIONAL MISSION

The mission of 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.

Motto

“Others Before Self”

ILTexas Expectations

Be on time. Be Responsible. Be Respectful

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

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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 and 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 gègong pú líng 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 bìyè, wǒ jiāng chéng wéi yí gè tǐ gé qiáng zhuàng,
zhuàng,

当我从ILTexas毕业，我将成为一个体格强壮，

yì zhì jiān qiáng, huì shuō sān zhǒng 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。

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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 high quality instructional materials as well as vertically and horizontally aligned 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. Our academic model is further enriched by our Physical Fitness program, whereby each student receives conditioning training by a 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. As referenced above, the ILTexas curriculum incorporates the TEKS for each grade level and each subject area. The TEKS are listed below by Chapter, and a complete list of the TEKS is available online by chapter and by grade level at: <https://tea.texas.gov/curriculum/teks/>. Further, ILTexas uses a wide variety of state approved High Quality Instructional Materials (HQIM) to address the TEKS. Notably, ILTexas has seven core classes, which significantly differs from the traditional four core classes: (1) Math, (2) Science, (3) Reading Language Arts, (4) Social Studies, (5) Mandarin Chinese, (6) Spanish, (7) Fitness, and (8) Leadership. For each semester students are enrolled at ILTexas they will need to take, in addition to electives, these eight 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 126. Technology Applications
- Chapter 127. Career Development
- Chapter 128. Spanish Language Arts and English as a Second Language
- Chapter 130. Career and Technical Education

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Additionally, we incorporate the ELPS to address the linguistic instructional needs of our English Language Learners (ELLs). The ELPS can be found in their entirety at the following link: <http://ritter.tea.state.tx.us/rules/tac/chapter074/ch074a.html>. 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.

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, 50/50 dual 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 9-12, students will participate in proficiency based Spanish and Chinese language courses for every semester that they are enrolled.

K-5

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 are moving towards incorporating DLI at the secondary level (i.e., Art class in Chinese, Theater 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 receive an enriched education in the process of becoming trilingual, tri-literate, and multi-cultural and while ELs 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 ELs are better prepared to compete in an increasingly growing global market and population. 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, 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, Second Edition*. (2007). www.CAL.org. 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 and Comprehensible Input (CI) to the importance of staff quality and professional development aligned with ILTexas and mission.

DUAL CREDIT/COLLEGE PREP PROGRAM

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

Dual Credit

While ILTexas prioritizes AP courses over Dual Credit (AP is the national standard and preferred by college admissions), we do offer dual credit as well (for courses that do not conflict with AP offerings). Dual Credit is a nationally recognized program that allows students to complete many “core curriculum” college classes and/or potentially earn an Associate’s Degree while still in high school. ILTexas partners with Dallas County Community College District (DCCCD), Houston Community College (HCC), Tarrant County College District (TCCD), Blinn College District and University of Texas at Arlington (UTA) to offer dual credit classes to students in the 10th, 11th and 12th grade.

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. Grades for dual credit classes are transcribed on both ILTexas and college transcripts. 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 are responsible for any tuition/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 Emergent Bilinguals/English Learners), Spanish and Chinese. ILTexas teachers and administrators monitor students’ development of the Chinese and Spanish languages as shown in the table on the next page:

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

Every six-weeks’ grading period, student language levels are assessed to track the development of both the Chinese and Spanish languages. 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. The ACTFL Can Do statements can be found in their entirety at: <https://www.actfl.org/resources/ncssfl-actfl-can-do-statements>

ADMISSION TO INTERNATIONAL LEADERSHIP OF TEXAS

NOTICE OF NON-DISCRIMINATION

ILTexas does not discriminate on the basis of race, religion, color, national origin, sex or gender, 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:

- Victor Cathey, Executive Director of Athletics and Physical Fitness, 2021 Lakeside Blvd., Richardson, TX 75082 vcathey@ILTexas.org

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

- Regina Jones, Chief Equity Officer 2021 Lakeside Blvd., Richardson, TX 75082 rjones1@ILTexas.org

ADA/Section 504 Coordinator, for concerns regarding discrimination on the basis of disability:

- Mary Albritton, Executive Director of Counseling 2021 Lakeside Blvd., Richardson, TX 75082 malbritton@ILTexas.org

All other concerns regarding discrimination:

- Regina Jones, Chief Equity Officer 2021 Lakeside Blvd., Richardson, TX 75082 rjones1@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, and who are eligible for admission based on lawful criteria identified in the charter and state law.

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 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

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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 and who satisfies all other criteria for admission set by the ILTexas policy and state law 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. In order to retain this exemption, a student must remain enrolled. 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 Jeff Powers, 2021 Lakeside Blvd., Richardson, TX 72082. 972-479-9078.

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

- Lack a fixed, regular, and adequate nighttime residence;
- 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;
- Have a primary nighttime residence that is a public or private place not designed as a regular sleeping accommodation for human beings; or
- 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 area) 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 and counselor. The Nurse and Counselor visits with the student concerning her pregnancy and determines if it has been verified by a doctor or other qualified medical professional. The school 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 generally begin as of the date the PRS form is completed.

When ILTexas agrees to provide PRS services, 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' Pregnancy Related Services may be obtained from Mary Albritton, Executive Director of Counseling, malbritton@iltexas.org, 972-479-9078.

TRANSFER POLICY

ILTexas allows transfers among our schools under the same charter for currently enrolled students. The intent of a transfer is to accommodate families who have moved and have a documented change of residency or have a change in job site location during the school year. The student's parent must complete a student transfer request form. Decisions on transfers will be made by the office of the Registrar. Transfers are dependent on available spaces for the respective grade level.

Enrolled families who do not meet the criteria above will have the ability to request a transfer to another ILTexas school for the upcoming school year during the Intent to Return period. During the Intent to Return period families may select an alternate returning campus. 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 earliest application to determine

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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 a 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. Students will not be denied enrollment because they fail to meet this requirement.

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

Establishing Identification

Any of the following documents are acceptable for proof of identification and age: birth certificate; driver's license; passport; school ID card; records, or report card; military ID; hospital birth records; adoption records; church baptismal record; or any other legal document that establishes identity.

Food Allergy Information

The parent of each student enrolled in ILTexas must complete a form provided by the school that discloses 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 life-threatening 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 a student's 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:

- A recently paid rent receipt,
- A current lease agreement,

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- The most recent tax receipt indicating home ownership,
- A current utility bill indicating the address and name of the residence occupiers,
- A current car insurance copy indicating the address and name of the residence occupiers,
- Mailing addresses of the residence occupiers,
- Visual inspection of the residence
- Interviews with persons with relevant information, or
- 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

A student under 18 years of age may be withdrawn from school only by a parent. 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. The parent shall also provide the name of the new school in which the student will be enrolled, and must sign the withdrawal request to document that the student will continue to be enrolled in a school as required by compulsory attendance laws. Transcripts or student records will be provided within ten (10) business days of the following:

- Registrar'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 19 for non-attendance if:

- The student has been absent ten consecutive school days; and
- 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 including expulsion.

Additional Information on the 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 **in writing** by 9:25 a.m. (K-8) or 9:30 a.m. (9-12), the student’s 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.

Commented [1]: Recommend removing this section.

Commented [2]: Add the words "in writing". In order to excuse the absence we need to be notified in writing.

Commented [3]: Recommend removing this section.

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

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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.

Commented [4]: What is our process or policy regarding the truancy prevention measures? This is a notification in the handbook that the notice to the parents the student IS subject to the TPM.

Commented [5]: Our charter follows TEC 25.0915. The detailed process is shared with principals and is not included in this document.

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; and
- Court-ordered family visitations or any other court-ordered activity, provided it is not practicable to schedule the student's participation in activities 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.

Additionally, ILTexas may excuse up to four days of school for a high school student who is 17 years of age or older to pursue enlistment in a branch of the armed services of the United States or the Texas National Guard, provided that ILTexas verifies the student's activities relating to pursuing enlistment.

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 the 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

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“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.

Perfect Attendance

Perfect Attendance is hereby defined as follows:

- In elementary grades, K-5, a student must be present every day during ADA in order to have “Perfect Attendance.”
- In secondary grades, 6-12, a student must be present every day, in every class, in order to have “Perfect Attendance.”

Closed Campuses

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 9–12

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 Procedures

Grades K-5 attendance is taken at 9:30 a.m. In grades 6-12 attendance is taken each class period and is recorded for state attendance purposes at exactly 9:30 a.m. for grades 6-8 and at 9:40 a.m. for 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.

The “10-minute Rule” will apply to all high school students (Grades 9th-12th). A student that is more than 10 minutes late to class will be counted absent. The “5-minute Rule” will apply to all students in Grades 6-8. A student that is more than 5 minutes late to class will be counted absent.

For students in grades K-5 who demonstrate habitual tardiness and/or absences (as determined by campus leadership), the following is required:

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Commented [6]: We've had several cases of students who leave school early regularly yet qualify for perfect attendance. This has created some distress at our campuses. Do we want to consider revising our K-5 early perfect attendance policy to include all day attendance?

Commented [7]: Potentially reorder these sections: 1- school hours, 2- Attendance for credit or final grade, 3- daily attendance taking, 4- tardies, 5- Late Start, 6- Early Release, 7- Student Age 18, 8- Closed campuses, 9- Arrival and Dismissal, 10- Student Drivers, 11- Driver's License

- The parent/guardian will be counseled by school administration (and/or school counselor) as to the importance of student attendance and punctuality.
- A plan will be developed by the campus that appropriately addresses the student’s attendance. This plan should include school administration, counselor, teacher(s), parent and student.

Attendance requirements will remain consistent with all classes (including high school Leadership and K-8 Enrichment). In the event that a student loses credit due to the 90% rule, the grade earned for that class will not be applied to the student's GPA until the credit is restored (as determined by campus leadership). **The grade will be averaged as a failing grade until successful completion of credit restoration as defined by the campus principal. Upon successful completion of credit restoration, the grade earned will be restored and credit will be averaged with other credits earned.**

Commented [8]: 90% Rule has not been defined yet. Potential add in red.

Commented [9]: Did our policy change? This is not how we are currently setup. Our current policy is that "the grade earned for that class will not be applied to the student's GPA until the credit is restored".

Driver’s License Attendance Verification

The Texas Department of Public Safety (DPS) is required to verify the attendance records of a student between the ages of 16 and 18 that is seeking to obtain or renew a driver’s license. In order for DPS to access this information or, in certain circumstances, for a school administrator to provide the attendance information to DPS, written parental permission must be obtained. Students may obtain the required Verification of Enrollment (VOE) form from the school office.

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 attends 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 completed 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
 Attn: Superintendent, Notice of Appeal, Class Credit
 2021 Lakeside Blvd.
 Richardson, TX 75082

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. 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.

Arrival And Dismissal Procedures (Driveline)

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 at school on time and knows the schedule.

Additionally, please follow campus drop off and pick up procedures as delineated by each campus. For safety reasons, only drop off students at approved/designated areas.

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.

Painting of parking spaces is at the discretion of the Campus Principal.

ASSESSMENTS, STAAR, AND 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 with 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 ILTexas. 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 determine a student’s overall understanding or mastery of the assessed subject.

Request For Final Exam Date Change

Final, Semester, or ECA Exam dates are established by headquarters. Only in the most extreme circumstances (e.g. death in the immediate family), will approval be given for a request to change the administration of final or semester exams. The request should be put in writing to the campus principal. The campus principal has the authority to approve/deny this request.

Commented [10]: Who do you submit request to, when, how, and format?

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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.

State Of Texas Assessments Of Academic Readiness (STAAR) Testing And Accelerated Instruction

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 unsuccessful on one or more STAAR assessments will receive an Accelerated Learning Plan designed to provide academic support through classes / tutorials 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 April-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 STAAR:

- Grade 3: Reading and Math
- Grade 4: Reading and Math
- Grade 5: Reading, Math, and Science
- Grade 6: Reading and Math
- Grade 7: Reading and Math
- Grade 8: Reading (SSI), Math (SSI), Science, & Social Studies

High School End of Course:

- English I and II
- Algebra I
- Biology
- US History

Additionally, STAAR Spanish is available for eligible students in grades 3 thru 5 for whom a Spanish version of STAAR is the most appropriate measure of academic performance.

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 develop an Accelerated Learning Plan 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 (or Substitute Assessment) 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 is available for students who have significant cognitive disabilities and are receiving special education services, as determined by the student’s ARD committee. These particular assessments 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**

- A. If a student passes 8th grade Algebra I class but fails the Algebra I EOC then the parent(s) and student have two options: The student retakes EOC in June. If the student passes, they receive HS credit for Algebra I. If the student fails the June administration of the EOC then it is expected that the student repeat Algebra I in 9th grade—participates in acceleration per HB4545. The student will concurrently participate in accelerated learning and may be enrolled in a 2nd math credit as part of their plan for accelerated instruction to ensure they pass the December EOC administration.
- B. The student retakes Algebra I the following year as a freshman and then retakes the EOC at the end of Algebra I.

Commented [12]: Edit Alg I statement

• **English I**

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

- The student earns credit for ENG I, however, the student retakes EOC in June. If the student passes, they receive HS credit for English I. If the student fails, the June administration of the EOC then it is expected that the student repeat English I in 9th grade.

Commented [13]: Add/Change language for ENG I.

- ~~The student retakes English I the following year as a freshman and then retakes the EOC at the end of English I.~~ **If the student fails the June administration of the EOC, it is expected that the student participates in acceleration per HB4545. The student will concurrently participate in accelerated learning and may be enrolled in a 2nd English credit.**

Texas English Language Proficiency Assessment System (TELPAS)

ILTexas will utilize the Texas English Language Proficiency Assessment System (TELPAS) to assess the English language proficiency of K-12 Emergent Bilingual (EB) students. English language proficiency assessments in grades K-12 are federally required to evaluate the progress made by BEs in becoming proficient in the use of academic English. BEs will be assessed in four language domains - listening, speaking, reading, and writing.

SPECIAL PROGRAMS

Bilingual/ESL Services

ILTexas offers Bilingual/English as a Second Language (ESL) services (Two-way DLI) 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 Executive Director of Special Populations, Charles Hairgrove, 972-479-9078, chairgrove@ILTexas.org 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 of 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 Executive Director, Charles Hairgrove, 972-479-9078, chairgrove@ILTexas.org or at the Texas Education Agency Special Education Website:

http://tea.texas.gov/Academics/Special_Student_Populations/Special_Education/Special_Education

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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.

ILTexas shall provide an annual notice to the parent of each child in general education to whom the school provides assistance for learning difficulties, including intervention strategies. The notice must be provided when the child begins to receive the assistance for that school year, in English or in the parent's native language, to the extent practicable, and must include:

- A reasonable description of the assistance that may be provided to the child;
- Information collected regarding any Tier 1 intervention if a multi-tiered system of supports was previously used with the student;
- An estimate of how long the assistance will be provided;
- The estimated time frame within which the school will provide the parent with a report on the child's progress with the assistance; and
- A statement that the parents have the right to request an evaluation of the student's need for special education services under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794).

At any time, a parent is entitled to request an evaluation for special education services by presenting a written request to the Special Education Executive Director, Charles Hairgrove, 972-479-9078, chairgrove@ILTexas.org 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, ILTexas must generally 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

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

FIELD TRIPS AND ACTIVITIES BEYOND THE CLASSROOM

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.

Commented [14]: Question: Who controls the campus website so field trips can be added?

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 headquarters 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 does not provide regular transportation to and from school, unless required by a student’s Individualized Education Plan (“IEP”) for a student with disabilities.

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.

If a student with a disability is receiving school transportation as a result of an IEP, the Admission Review and Dismissal (“ARD”) Committee will have the discretion in determining appropriate disciplinary consequences related to inappropriate behavior in a school vehicle.

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.

Birthdays/Invitations (K–8)

Student birthdays may be celebrated by distributing “goodie bags” with prepackaged/sealed items to each student in the class right before dismissal. Birthdays will not be celebrated by bringing in balloons, cakes, cupcakes, and other food items. Invitations to a private birthday party will only be distributed at school if each student in the class receives one.

Student 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 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 <https://resources.finalseite.net/images/v1633531653/iltexasorg/zv7hsukv3sjccx9djjrx/MealPatterns.pdf>*).

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:

<https://resources.finalsite.net/images/v1612833082/iltexasorg/qvfcitcgw30w5aqwg726/PhysicianDietForm.pdf>

***Students and their parents shall not disseminate food to other students.**

Free and Reduced Price Lunch Applications

<http://iltexas.schoollunchapp.com> 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, 2022-June 2023)

1. 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 Families Tab > My School Bucks. Student ID Number is required to make payments.
2. Free and Reduced Lunch Application: To access, please go to the ILTexas Website <http://iltexas.schoollunchapp.com> A Link is available under the Families Tab > Child Nutrition -click on Free and Reduced Application.
3. After the 11th of August and through June 2023, 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 between 8:00 a.m. and 9:30 a.m.
4. 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.
5. 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.

Charge Policy

ILTexas will offer a Courtesy Meal for breakfast and a Courtesy Meal for lunch to students in a paid status, who have exceeded the charge limit of \$7.00. The Courtesy Meal is only offered to prevent students from going without anything at meal time, and is NOT a Federal Requirement. A Courtesy meal consists of: Breakfast: fruit and milk, Lunch: Cheese sandwich.

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 when their child(ren) have a negative balance of -\$.01 or more. In addition, campuses print negative balance letters every week and distribute them to the students. Parents also have the ability to set up their own balance notifications through our online payment portal, My School Bucks, www.myschoolbucks.com.

Free And Reduced Applications

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 23th of each year. In order to have your benefits continue, a new application must be completed each year before September 23th or all benefits will be terminated and students will go back to a paid status.

To apply, Simply log onto (ILTexas.org) website: www.ILTexas.org. Follow the instructions by clicking Families/Child Nutrition/Free and Reduced Applications . 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.

DEFINITION OF “DAY”

For the purpose of determining a deadline of a period for response in a grievance, student discipline proceeding or similar proceeding, the term “day” when used in this Handbook shall mean “school day.”

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 throughout ILTexas. 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 (PTO) established at their campus. The website ILTexas.org provides general information about the headquarters and its programs, as well as current news items and the calendar

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

Grades

Grades will be available online through Skyward. Parents are encouraged to monitor their child's grades on a regular basis. Progress Reports and Report Cards will be available via Skyward.

Parent Teacher Conferences

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.

Parent And Student Complaints And Grievances

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

The Board of Directors encourages parents and students to discuss 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 student for voicing a concern or complaint.

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

The Superintendent may develop more detailed grievance procedures. The Superintendent 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.

For purposes of this policy, "days" shall mean school days, and announcement of a decision in the student's or parent's presence shall constitute communication of the decision.

Informal Conferences

A parent or student may request an informal conference through the relevant Campus Principal within ten calendar days of the time the parent or student knew or should have known of the event(s) giving rise to the complaint. If a parent or student is not satisfied with the results of the informal conference, he or she may request a second informal conference with the Deputy Superintendent of School Leadership. If, after an informal conference with the Director of Student Services, the parent or student 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 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 latter 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 Deputy Superintendent of School Leadership. 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.

Note: *A complaint against the Superintendent shall begin at Level Four.*

□ 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 Deputy Superintendent of School Leadership. 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 Deputy Superintendent of School Leadership 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 Deputy Superintendent of School Leadership 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.

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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: http://www.ascr.usda.gov/complaint_filing_cust.html, 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 program.intake@usda.gov. 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 personal electronic 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 cause 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. ILTexas will not be responsible for damage to, with loss, or theft of confiscated devices.

Commented [15]: Does this mean they can be used during lunch, recess, driveline? Safety concern during driveline texting students to come outside

Commented [16]: Cellphone picked up by an adult

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 may 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.

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.

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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.

Reporting To Legal Authorities

The Campus administration will notify the appropriate law enforcement officials, if there is reason to believe a violation of law has occurred or there is a threat to safety.

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. While the student is in attendance at any school-related activity, regardless of time or location;
3. For any school-related misconduct, regardless of time or location;
4. For any Offense of level III or IV committed while on ILTexas property or while attending a school-sponsored or school-related activity of ILTexas or another school in Texas;
5. For any Offense of level III or IV 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;
6. While the student is in transit to or from school or to or from school-related activities or events;
7. When retaliation against a school employee or volunteer occurs or is threatened, regardless of time or location;
8. When criminal mischief is committed on or off ILTexas property or any facility and/or at a school-related event;
9. When the student commits any felony punishable as a Level IV expulsion Offense under the Student Code of Conduct;
10. 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
11. 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.

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

Note: 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:

12. Demonstrating courtesy and respect for others;
13. Attending all classes, regularly and on time;
14. Preparing for each class by taking the appropriate materials and assignments to class;
15. Being well-groomed and dressing appropriately as defined by the school's uniform policy and at principal's discretion.

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16. 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;
17. Respecting the rights and privileges of other students, school staff, and other adults on campus or at school-related activities on or off campus;
18. Respecting the property of others, including school property and facilities;
19. Cooperating or assisting the school staff in maintaining safety, order, and discipline;
20. Adhering to the Academic Honesty Policy; and
21. 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

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- 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
- X. Any other discipline management technique that is deemed appropriate by ILTexas

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

The AP may assign all above disciplinary consequences and is authorized to supervise ASD, up to 90 minutes of physical exercise that may include students walking 3 miles (20 minute pace), cleaning desks, campus beautification efforts, or other relevant duties as assigned. Additionally, the AP may assign Saturday Detention, In-School-Suspension (ISS), or Out of School Suspensions (OSS) for up to five days. The AP will attempt to reach a parent by phone and follow-up with an email notification to the parent of ISS dates.

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

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. Disobeying conduct rules when riding school transportation or when driving a personal vehicle to or from school and or school-related activities

3. Engaging in any misbehavior that gives school officials reasonable cause to believe that such conduct will substantially disrupt the school program
4. Public displays of affection (PDA)
5. Using a cellular telephone or other electronic device without permission from a staff member
6. Possessing or using a laser pointer for other than an approved use
7. Excessive tardiness as defined by the tardy section of the Attendance Policy
8. Violating campus or classroom standards of behavior
9. Skipping/ditching/cutting a class
10. Using profanity
11. Violating dress and grooming standards as communicated in the Student/Parent Handbook
12. Violating laboratory safety rules.

Commented [17]: What is defined as excessive?

Disciplinary Consequences for Level I Offenses Detention

- Application of one or more Discipline Management Techniques
- After School Discipline (ASD)
- Confiscation of cell phones or other electronic devices if the offense relates to the use of the cell phone or other electronic device
- Restorative Discipline
- Removal from the classroom and/or placement in another classroom
- Restitution/restoration, if applicable
- Behavioral Contract
- Temporary confiscation of items that are prohibited or that disrupt the educational process
- Parent contact
- 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
- In School Suspension (ISS)

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. Insubordination, or failing to comply with directives given by school personnel
2. Violating the ILTexas honor code by committing academic dishonesty, to include but not limited to cheating or copying the work of another student
3. 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
4. Engaging in threatening behavior toward another student or school employee on or off school property or engaging in verbal or written exchanges that threaten the safety of another student, a school employee, or school property
5. Possessing or selling a weapons replica (look-alike weapon)

6. Possessing published or electronic material that is designed to promote or encourage illegal behavior or that could threaten school safety; using e-mail, social media, or Internet sites to encourage illegal behavior or threaten school safety
7. Throwing objects that can cause bodily injury or property damage
8. Making false accusations or hoaxes regarding school safety
9. Discharging a fire extinguisher without a valid or reasonable reason
10. Damaging or vandalizing property owned by others
11. Using mace or pepper spray
12. Deliberate destruction or tampering with school computer data or networks
13. Possession of stolen property
14. False alarm, false statement or report
15. Gambling
16. Possessing or using matches or a lighter
17. 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
18. Using articles not generally considered to be weapons, including but not limited to school supplies, to harm others
19. Issuing a false fire alarm
20. Falsifying records, passes, or other school-related documents
21. Violating computer use policies, rules, or agreements signed by the student, and/or agreements signed by the student's parent
22. Possessing, smoking, or using cigarettes, cigars or chewing tobacco
23. Leaving school grounds or school-sponsored events without permission
24. Academic dishonesty
25. Using racially derogatory language
26. Persistent Level I offenses

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

- Detention
- Application of one or more Discipline Management Techniques
- After School Discipline (ASD)
- Confiscation of cell phones or other electronic devices if the offense relates to the use of the cell phone or other electronic device
- Grade reductions for academic dishonesty
- In-school suspension
- Out-of-school suspension
- Restorative Discipline
- Removal from the classroom and/or placement in another classroom
- Restitution/restoration, if applicable
- Saturday School
- School-assessed or school-administered probation
- Temporary confiscation of items that are prohibited or that disrupt the educational process
- Verbal correction

- Withdrawal or probation 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 III Offenses

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 that contains the elements of the offense of assault under Section 22.01(a)(1), Penal Code
 - c. Selling, giving, or delivering to another person or possessing or using or being under the influence of (1) marijuana 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
 - d. 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
 - e. 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
 - f. 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
 - g. 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. 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; or engaging in any gang activity
5. 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 but is not limited to:
 - 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

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- 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
 - e. any activity that induces, causes, or requires the student to perform a duty or task that involves a violation of the Penal Code
6. 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
 7. Possessing a razor, box cutter, chain, or any other object which could be used in a threatening manner with intent to inflict bodily injury on a person
 8. Possessing or selling the following:
 - a. a stun gun
 - b. ammunition
 - c. an air gun or BB gun (except as appropriately used by ILTexas' JROTC Program)
 - d. fireworks of any kind, smoke or stink bombs, or any other pyrotechnic device
 9. Public lewdness
 10. Conduct endangering the health and safety of others
 11. Inappropriate or indecent exposure of a student's private body parts or lewd sexual behavior
 12. Engaging in conduct that constitutes dating violence, including the intentional use of physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control another person with whom the student has or has had a dating relationship
 13. Engaging in sexual conduct or 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
 14. Engaging in harassment motivated by race, color, religion, national origin, disability, gender, or age and directed toward another
 15. Engaging in inappropriate verbal, physical, or sexual contact directed toward another student or a school employee
 16. 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
 17. 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
 18. Retaliation against any school employee or volunteer at any time or place
 19. Selling, giving, or delivering to another person or possessing, using, or being under the influence of marijuana, a controlled substance, simulated controlled substance, paraphernalia, dangerous drug, inhalants or alcoholic beverage
 20. Setting or attempting to set fire on school property (not Arson)
 21. Targeting another individual for bodily harm

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22. Possessing pornographic material
23. 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
24. Forgery of school documents at school or otherwise
25. 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)
26. Committing or assisting in a robbery or theft even if it does not constitute a felony
27. Vandalism of or conduct constituting criminal mischief with respect to school facilities or property
28. Engaging in conduct punishable as a Level III 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
29. Burglary of a motor vehicle
30. Repeated Level I and Level II offenses
31. Serious academic dishonesty or repeat violations of the ILTexas honor code, to include but not limited to cheating or copying the work of another student
32. Possession, distribution or use of e-cigarettes or vape pens
33. Consensually engaging in fighting, boxing, wrestling, or other combative contact or causing another person to engage in the same by provocation or threat, when the resulting combative contact:
 - a. Seriously disrupts school operations;
 - b. Endangers the safety of nonparticipants; or
 - c. Results in physical injury requiring medical treatment

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

- Any applicable Level I Disciplinary Consequence
- Any applicable Level II Disciplinary Consequence
- Out-of-school suspension for up to five days
- Discretionary Recommendation for Expulsion

Level IV Offenses

The following Level IV behaviors are prohibited:

1. Engaging in conduct punishable as a felony.
2. 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
3. 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
4. Arson under Section 28.02, Penal Code
5. 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
6. Indecency with a child under Section 21.11, Penal Code
7. Aggravated kidnapping under Section 20.04, Penal Code
8. Aggravated robbery under Section 29.03, Penal Code

9. Manslaughter under Section 19.04, Penal Code
10. Criminally negligent homicide under Section 19.05, Penal Code
11. ~~Continuous~~ Sexual abuse of young child or children under Section 21.02, Penal Code
12. Engaging in bullying that encourages a student to commit or attempt to commit suicide
13. Possession, use, transfer or exhibition of a firearm, location-restricted knife, club, or any other weapon or object intended to be used as a weapon
14. Selling, giving, or delivering to another person or possessing or using or being under the influence of (1) marijuana 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
15. 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
16. Felony criminal mischief against school property, another student, or school staff (\$2,500 and up, as determined by ILTexas)
17. Engaging in conduct that contains the elements of any offense described in Level IV 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
18. Engaging in conduct that contains the elements of any offense described in Level IV 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
19. Engaging in conduct punishable as Level IV expulsion offense when the conduct creates a substantial disruption to the educational environment
20. Failure to register as a sex offender when legally obligated to do so

Disciplinary Consequences for Level IV Offenses:

- Mandatory Recommendation for Expulsion (unless waived by parent)

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,

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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)

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- Borrowing ideas and patterns of thought without proper citation
- Printing an essay from the Internet and turning it in as your own work
- COLLABORATION/COLLUSION 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, 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:

- 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:

- Meeting with the parent(s); and
- One to three days of out of school suspension (up to five if referred for expulsion).
- Notification to the student's post-high school counselor and any faculty members writing a college/university letter of recommendation;
- No public recognition of the student at any senior honors function (if applicable);
- No distinguished scholar recognition (if applicable);
- No scholarship money granted to the student by International Leadership of Texas, or any other school affiliated organization; or
- 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.

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 Area 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,
2. The specific violation of the Student Code of Conduct, and
3. The reasons for the recommended long-term disciplinary action.

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 reasonably 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.

Level I Expulsion Hearing

Administration shall designate a Hearing Officer to conduct a Level I Expulsion Hearing. The Hearing Officer shall provide the student's parent(s) with written notice of the Hearing, including 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;

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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 ILTexas; and
5. may be represented by an attorney.

ILTexas shall inform the student and the student's parent(s) of the time and place of the Hearing and shall hold the Hearing regardless of whether the student, the student's parents or another adult representing the student attends. The Hearing Officer may record the hearing using audio and/or video equipment. After the Hearing, the Hearing Officer has 48 hours to issue his/her written decision. The decision shall specify:

6. The length of the suspension or expulsion, if any;
7. When the expulsion is not permanent, the procedures for re-admittance to the school at the end of the expulsion period; and
8. The right to appeal the Hearing Officer's decision to Level II. The notice shall also state that failure to request such an appeal within 7 calendar days constitutes a waiver of further rights in the matter.

Level II Expulsion Hearing

The request to appeal the Level I decision may be made to the Superintendent or to the Chief Executive Officer. Upon receipt of the request, Administration has seven days to schedule and conduct a Level II Expulsion Hearing. Administration will appoint a panel of three administrators (two of whom will be former school principals) to serve as a Hearing Panel for the Level II hearing and will provide written notice of the hearing date, time and location to the student and student's parents. The Level II Expulsion

Hearing may be recorded using audio and/or video equipment. At the Level II Hearing the student may

- may be present;
- shall have an opportunity to present evidence;
- shall be apprised and informed of the school's evidence and witnesses;
- 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 ILTexas; and
- may be represented by an attorney.

The Panel will hear the testimony and review the evidence to make a decision to grant or deny the appeal and will provide their decision to the student and/or guardian within 48 hours after the hearing.

Level III – 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 48 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. 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 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 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. 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 the Involuntary Withdrawal Section).
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. Pursuant to the decision of the Hearing Officer, the student must submit a petition for readmission to the Campus Principal. This request must be in writing, and may be required to include copies of the student's complete discipline records from the public school(s) attended during the term of the expulsion from ILTexas.

During the 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 Principal may also consider comments from the Assistant Principal, Counselor, Grade Level Administrator for the requested campus of enrollment, or any other ILTexas Administrator.

After reviewing all relevant documentation, the Principal will decide on whether the student will be re-admitted to ILTexas. If the student is re-admitted, he or she may 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.

Students With Disabilities

All disciplinary actions regarding students with disabilities (504 or special education under the IDEA) shall be conducted in accordance with current federal and state laws.

Suspension/Expulsion Requirement

A student with a disability shall not be excluded from his or her current placement pending appeal for more than ten days without ARD Committee action to determine appropriate services in the interim and otherwise in accordance with applicable law. 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 and in accordance with legal requirements.

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.

Glossary

The glossary provides legal definitions and locally established definitions and is intended to assist in understanding terms related to the Code of Conduct.

Abuse is improper or excessive use.

Abusable Volatile Chemical Offense, as defined by Health and Safety Code § 485.001 and

485.031. No student shall inhale, ingest, apply, use, or possess an abusable volatile chemical with intent to inhale, ingest, apply or use any of these in a manner:

1. Contrary to the directions for use, cautions, or warnings appearing on a label of a container of the chemical; and
2. Designed to affect the central nervous system, create or induce a condition of intoxication, hallucination, or elation, or change, distort, or disturb the person's eyesight, thinking process, balance, or coordination.

No student shall knowingly deliver to a person younger than 18 an abusable volatile chemical. Health and Safety Code § 485.032

No student shall knowingly use or possess with intent to use inhalant paraphernalia to inhale, ingest, or otherwise introduce into the human body an abusable volatile chemical. No student shall knowingly deliver, sell, or possess with intent to deliver or sell inhalant paraphernalia knowing that that person who receives it intends to use it to inhale, ingest, apply, use, or otherwise introduce into the human body an abusable volatile chemical. Health and Safety Code § 485.033

Armor-Piercing Ammunition is handgun ammunition used principally in pistols and revolvers and that is designed primarily for the purpose of penetrating metal or body armor.

Arson is defined by Texas Penal Code § 28.02 and occurs when a person starts a fire, regardless of whether the fire continues after ignition, or causes an explosion with intent to destroy or damage:

- Any vegetation, fence, or structure on open-space land; or
- Any building, habitation, or vehicle:
 - Knowing that it is within the limits of an incorporated city or town,
 - Knowing that it is insured against damage or destruction,
 - Knowing that it is subject to a mortgage or other security interest,
 - Knowing that it is located on property belonging to another,
 - Knowing that it has located within it property belonging to another, or
 - When the person starting the fire is reckless about whether the burning or explosion will endanger the life of some individual or the safety of the property of another.

Arson also occurs when a person:

- Recklessly starts a fire or causes an explosion while manufacturing or attempting to manufacture a controlled substance and the fire or explosion damages any building, habitation, or vehicle; or
- Intentionally starts a fire or causes an explosion and in so doing recklessly damages or destroys a building belonging to another, or recklessly causes another person to suffer bodily injury or death.

Assault is defined in part by Texas Penal Code § 22.01 as intentionally, knowingly, or recklessly causing bodily injury to another.

Bullying is defined as a single significant act or a pattern of acts by one or more students directed at another student that exploits an imbalance of power and involves engaging in written or verbal expression, expression through electronic means, or physical conduct that (1) has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable harm to the student's person or of damage to the student's property; (2) is sufficiently severe, persistent, or pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student; (3) materially and substantially disrupts the educational process or the orderly operation of a classroom or the school; or infringes on the rights of the victim at school. Bullying also includes "cyberbullying," which means bullying that is done through the use of any electronic communication device including a cellular or other type of telephone, a computer, a camera, electronic mail, instant messaging, text messaging, a social media application, an Internet website, or any other Internet-based communication tool. Bullying conduct includes conduct (1) that occurs on or is delivered to School property or to the site of a school-sponsored or school-related activity on or off school property; (2) that occurs on a publicly or privately owned school bus or vehicle being used for transportation of students to or from school or a school-sponsored or school-related activity; and (3) cyberbullying that occurs off School property or outside of a school-sponsored or school-related activity if the cyberbullying (i) interferes with a student's educational opportunities or (ii) substantially disrupts the orderly operation of a classroom, the School, or a school-sponsored or school-related activity.

Chemical Dispensing Device is a device designed, made, or adapted for the purpose of dispensing a substance capable of causing an adverse psychological or physiological effect on a human being.

Club is an instrument specially designed, made, or adapted for the purpose of inflicting serious bodily injury or death, including but not limited to a blackjack, nightstick, mace, (not the handheld, self-protection pepper spray dispenser) and tomahawk.

Controlled Substances or Dangerous Drugs include but are not limited to marijuana; any narcotic drug, hallucinogen, stimulant, depressant, amphetamine, barbiturate; anabolic steroid; or prescription medicine provided to any person other than the person for whom the prescription was written. The term also includes all controlled substances listed in Chapters 481 and 483 of the Texas Health and Safety Code.

Criminal Street Gang means three or more persons having a common identifying sign or symbol or an identifiable leadership who continuously or regularly associate in the commission of criminal activities.

Dating Violence is the intentional use of physical, sexual, verbal, or emotional abuse by a person to harm, threaten, intimidate, or control another person with whom the student has or has had a dating relationship, as defined by Texas Family Code § 71.0021.

Deadly Conduct occurs when a person recklessly engages in conduct that places another in imminent danger of serious bodily injury and includes but is not limited to knowingly discharging a firearm in the direction of an individual, habitation, building, or vehicle.

Deferred Adjudication is an alternative to seeking a conviction in court that may be offered to a juvenile for delinquent conduct or conduct indicating a need for supervision.

Deferred Prosecution may be offered to a juvenile as an alternative to seeking a conviction in court for delinquent conduct or conduct indicating a need for supervision.

Delinquent Conduct is conduct that:

- Violates either state or federal law, other than a traffic offense, and is punishable by imprisonment or confinement in jail;
- Violates a lawful order of a court under circumstances that would constitute contempt of that court in a justice or municipal court, or a county court for conduct punishable only by a fine;
- Constitutes an intoxication and alcoholic beverage offense under Chapter 49 of the Texas Penal Code; or
- Violates Texas Alcoholic Beverage Code § 106.041 relating to driving under the influence of alcohol by a minor (third or subsequent offense).

Discretionary means that something is left to or regulated by a local decision maker.

E-Cigarette means an electronic cigarette or any other device that simulates smoking by using a mechanical heating element, battery, or electronic circuit to deliver nicotine or other substances to the individual inhaling from the device. The term does not include a prescription medical device unrelated to the cessation of smoking.

Explosive Weapon is any explosive or incendiary bomb, grenade, rocket, or mine that is designed, made, or adapted for the purpose of inflicting serious bodily injury, death, or substantial property damage, or for the principal purpose of causing such a loud report as to cause undue public alarm or terror, and includes a device designed, made, or adapted for delivery or shooting an explosive weapon.

False Alarm or Report occurs when a person knowingly initiates, communicates, or circulates a report of a present, past, or future bombing, fire, offense, or other emergency that he or she knows is false or baseless and that would ordinarily:

- Cause action by an official or volunteer agency organized to deal with emergencies;
- Place a person in fear of imminent serious bodily injury; or
- Prevent or interrupt the occupation of a building, room, or place of assembly.

Fighting is intentional engagement involving fisticuffs with two or more individuals.

Firearm Silencer means any device designed, made, or adapted to muffle the report of a firearm.

Graffiti means making marks with paint, an indelible pen or marker, or an etching or engraving device on tangible property without the effective consent of the owner. The markings may include inscriptions, slogans, drawings, or paintings.

Harassment is:

- Conduct that meets the definition established in Board policy and/or the Student Handbook; or
- Conduct that threatens to cause harm or bodily injury to another student, is sexually intimidating or obscene, causes physical damage to the property of another student, subjects another student to physical confinement or restraint, or maliciously and substantially harms another student's physical or emotional health or safety.

Hazing is an intentional, knowing, or reckless act, occurring on or off campus, by one person alone or acting with others, that is directed against a student and endangers the mental or physical health or safety of a student for the purpose of pledging, initiation into, affiliation with, holding office in, or maintaining membership in an organization.

Hit List is a list of people targeted to be harmed, using a firearm, a knife, or any other object to be used with intent to cause bodily harm.

Indecent Exposure means exposing one's anus or genitals with intent to arouse or gratify the sexual desire of any person while being reckless about whether another is present who will be offended or alarmed by the act.

Intimate Visual Material means visual material that depicts a person (a) with the person's intimate parts exposed; or (b) engaged in sexual conduct.

Knuckles means any instrument consisting of finger rings or guards made of a hard substance and designed or adapted for inflicting serious bodily injury or death by striking a person with a fist enclosed in the knuckles.

Location-Restricted Knife means a knife with a blade over five and one-half inches.

Machine Gun is any firearm that is capable of shooting more than two shots automatically, without manual reloading, by a single function of the trigger.

Mandatory means that something is obligatory or required because of an authority.

Online Impersonation occurs when a person, without obtaining the consent of another person and with the intent to harm, defraud, intimidate, or threaten any persons, uses the name or persona of another person to:

- Create a web page on a commercial social networking site or other Internet website; or
- Post or send one or more messages on or through a commercial social networking site or other Internet website, other than on or through an electronic mail program or message board program.

Online impersonation also occurs when a person sends an electronic mail, instant message, text message, or similar communication that reference a name, domain address, phone number, or other item of identifying information belonging to any person:

- Without obtaining the other person's consent;

- With the intent to cause a recipient of the communication to reasonably believe that the other person authorized or transmitted the communication; and
- With the intent to harm or defraud any person.

Paraphernalia are devices that can be used for inhaling, ingesting, injecting, or otherwise introducing a controlled substance into a human body. It also includes equipment, products, or materials used or intended for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, or concealing a controlled substance.

Pepper Spray Dispenser is a handheld, self-protection chemical dispersant of pepper spray, including Mace.

Possession means to have an item on one's person or in one's personal property, including but not limited to clothing, purse, or backpack; a private vehicle used for transportation to or from school or school-related activities, including but not limited to an automobile, truck, motorcycle, or bicycle; or any other school property used by the student, including but not limited to a locker or desk.

Prohibited Weapon means an explosive weapon; a machine gun; a short-barrel firearm; a firearm silencer; knuckles; armor-piercing ammunition; a chemical dispensing device; a zip gun; or a tire deflation device.

Public School Fraternity, Sorority, Secret Society, or Gang means an organization composed wholly or in part of students that seeks to perpetuate itself by taking additional members from the students enrolled in school based on a decision of its membership rather than on the free choice of a qualified student.

Reasonable Belief is a determination made by the superintendent or designee using all available information, including the information furnished under Article 15.27 of the Code of Criminal Procedure.

Scuffling is not pre-planned and involves pushing, shoving, hitting, kicking or something akin thereto.

Self-defense is the use of force against another to the degree a person reasonably believes the force is immediately necessary to protect himself or herself.

Short-Barrel Firearm is a rifle with a barrel length of less than 16 inches or a shotgun with a barrel length of less than 18 inches, or any weapon made from a rifle or shotgun that, as altered, has an overall length of less than 26 inches.

Switchblade Knife is any knife with a blade that folds, closes, or retracts into the handle or sheath and that opens automatically by pressing a button or by the force of gravity or by the application of centrifugal force.

The term does not include a knife that has a spring, detent, or other mechanism designed to create a bias toward closure and that requires exertion applied to the blade by hand, wrist, or arm to overcome the bias toward closure and open the knife.

Terroristic Threat is a threat of violence to any person or property with intent to:

- Cause a reaction of any type by an official or volunteer agency organized to deal with emergencies;
- Place any person in fear of imminent serious bodily injury;
- Prevent or interrupt the occupation or use of a building; room, place of assembly, or place to which the public has access; place of employment or occupation; aircraft, automobile, or other form of conveyance; or other public place;

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- Cause impairment or interruption of public communications, public transportation, public water, gas, or power supply or other public service;
- Place the public or a substantial group of the public in fear of serious bodily injury; or
- Influence the conduct or activities of a branch or agency of the federal government, the state, or a political subdivision of the state, or a public charter school (including ILTexas).

Title 5 Offenses are those that involve injury to a person and include murder; manslaughter; criminally negligent homicide; trafficking in persons; unlawful transport; kidnapping; assault (on a public servant); aggravated assault; sexual assault; aggravated sexual assault; unlawful restraint; indecency with a child; injury to a child, an elderly person, or a disabled person; abandoning or endangering a child; deadly conduct; terroristic threat; aiding a person to commit suicide; harassment of a public servant; improper photography; smuggling persons; and tampering with a consumer product.

Under the Influence means lacking the normal use of mental or physical faculties. Impairment of a person's physical or mental faculties may be evidenced by a pattern of abnormal or erratic behavior, the presence of physical symptoms of drug or alcohol use, or by admission. A student "under the influence" need not be legally intoxicated to trigger disciplinary action.

Use means voluntarily introducing into one's body, by any means, a prohibited substance.

Vapor Product means an electronic cigarette (E-cigarette) or any other device, including a vape pen, that uses a mechanical heating element, battery, or electronic circuit to deliver vapor that may include nicotine to the individual inhaling from the device, or any substance used to fill or refill the device.

Zip Gun is a device or combination of devices, not originally a firearm, but adapted to expel a projectile through a smooth-bore or rifled-bore barrel by using the energy generated by an explosion or burning substance.

HEADQUARTERS INFORMATION

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.

Pest Control Information

ILTexas periodically applies pesticides inside school buildings and on school grounds. Except in an emergency, signs will be posted 24 hours before application. Students may not reenter a treated area inside a building or use an area on school grounds for at least 12 hours following application. Parents who want to be notified prior to pesticide application may contact the Superintendent or designee.

Free Speech

The school believes that it is important for students to learn the meaning and practice of freedom of speech while in school.

Equal Access

The school retains its right to make decisions concerning access to student organizations while maintaining an orderly and disciplined school environment. Specifically, IL Texas is not an open public forum and reserves the right to limit activity that is disruptive to its educational mission and 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. Such conduct may also be considered cyberbullying, which is subject to discipline according to the Student Code of Conduct. ILTexas has the right to monitor and examine any files and activity on all ILTexas 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 suspicion or securing the student's voluntary consent. A search is reasonable if (1) the school official has reasonable suspicion 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. In rare instances, students interested in this option must obtain permission from 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

School employees, volunteers, or independent contractors are only to use restraint in the event of an emergency constituting a threat to the student or others, 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

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technique. Discipline for any student with a disability must strictly conform to their individual Behavior Management Plan or IEP.

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. Information provided in response to a parent request 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 through which state qualification or licensing criteria have been waived;
3. Whether the teacher is teaching in the field of discipline of the certification of the teacher; and
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. Tutoring may take place during the day, before school, after school, or on Saturdays.

EAGLE ACADEMY FOR GRADES 4–12

Eagle Academy is a system that promotes Mastery learning by requiring students to achieve a higher grade by correcting or finishing missing and failing assignments.

Student Assignment to Eagle Academy

- **Automatic Assignment to Eagle Academy (Accountability):** Any student with an average of less than 70 and an **assignment grade of zero** will automatically be assigned to Eagle Academy to complete the missing assignment.
- **Teacher Assigned Eagle Academy (Mastery Learning):** Any student with a course average of less than 70 and an **assignment of less than 70** will be required to attend Eagle Academy.
- School Administrators and Teachers have the authority to assign any student to EA at any time.

Eagle Academy will begin each school weekday (Monday through Friday) in the cafeteria or centralized location and will last for 1 hour in duration. Each campus will follow the Charter-wide schedule for core-subject assignments of Eagle Academy.

Charter-wide Schedule

- Monday/Wednesday: RLA/Science
- Tuesday/Thursday: Math/Social Studies

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Commented [18]: EA is for grades 4-12 unless this has been changed.

Commented [19]: not sure how that happened! changed it back to 4-12.

■ Friday: LOTE

Eagle Academy is not a punishment, however, failure to attend Eagle Academy will result in the student being assigned After School Discipline. If the student fails to attend ASD, the following consequences will be administered.

1st Consequence: The parent is contacted via phone call and email by the GLA and the student is assigned 1 day of Out of School Suspension.

2nd Consequence: A parent conference is scheduled by the AP and issued a warning letter for expulsion. The student is assigned 2 days of OSS.

3rd Consequence: The GLA refers the student to MTSS/Triage to document student behavior in Project Ed. A parent conference is scheduled by the AP, and the student is assigned 3 days of OSS.

4th Consequence: The principal meets with the parents. The principal may recommend the student for expulsion after completion of three different Out of School Suspensions.

After School Discipline

After School Discipline (ASD). If ASD is not served, the student will 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;

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Commented [20]: GLA cannot suspend. This needs to be parent friendly to understand. 1st consequence if their child doesn't attend EA is ASD.

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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.

Families are responsible for paying all fees associated with extra-curricular programs, including clubs, parking, athletics, fine arts, UIL academics, and academic supervision prior to participation.

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 the 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 meditation 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

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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 unhemmed 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. 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 worn 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 fade cuts are not allowed. Students who violate these rules may be sent home and disciplinary action may be 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 building.
- Hoodies are not allowed.
- Facemasks – based on CDC recommendations, facemasks may be required to be worn. Facemasks must be ILTexas issued or of ILTexas colors.

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.

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 without written instructions from a doctor. Principal's discretion if rolling backpacks permitted in the upper grades.

Badge Policy (Student 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 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.

Belts

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

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 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.

Grooming

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

Hair – Neatness and good grooming are the expectations. 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. 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.

Head Wear

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

Jewelry

Girls' jewelry must not pose a distraction. Boys are not permitted to wear earrings. Body piercings are not acceptable. If a student has a nose piercing, the nose ring must be removed or a filler – instead of the jewelry- must be worn during school hours.

Logos

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

Modesty Shorts

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

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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.

Spirit Gear

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

Sweaters, Jackets & Spirit Sweatshirts

A solid maroon, white, black, or grey cardigan (button up or closed v-neck sweater) or jackets with an ILTexas logo may be worn Monday through Friday. Only the ILTexas blazer or jackets with the ILTexas logo may be worn Monday through Friday. Jackets of ILTexas colors may be worn, but the hoods may not be worn on the head in the building. Pullover hoodies are not permitted (including Athletic hoodies issued by the Athletic Department). No other jackets, hoodies, sweaters or sweatshirts may be worn during school hours in the school building.

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.

ELEMENTARY-SPECIFIC UNIFORM CODE AND POLICIES

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 – 5th students may wear the ILTexas maroon or white polo shirt Tuesday through Friday.

Pants And Shorts

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

Jumpers

Girls may wear the ILTexas uniform plaid jumper anytime during the school year. Plaid jumpers must be worn on Mondays. Khaki jumpers may be worn Tuesday-Friday. As girls grow taller, jumper

lengths may need to be adjusted. Jumpers must be no shorter than two inches above the knee all the way around.

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. For K-5 athletic shoes are recommended because shoes are worn in athletics.

Monday Formal Dress

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

MIDDLE SCHOOL SPECIFIC UNIFORM CODE AND POLICIES

Shirts

Students are required to wear long or short-sleeved white button-down oxford shirts from Academic Outfitters or white or maroon 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 Formal Dress Day purchased through Academic Outfitters that are to be worn with their white or maroon 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

Ties For Grades 6-8

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

Blazers For Grades 6-8

Students are required to wear an ILTexas maroon blazer every Monday.

Skirts

Girls may wear either the ILTexas plaid skirt, slacks (khaki or gray) or skorts. Girls must wear the plaid skirt or slacks every Formal Dress Monday. Khaki skorts may be worn Tuesday-Friday. Skirts/skorts shall be no higher than two inches above the knee (about the width of an ID badge between the knee and bottom of the skirt). Skirt length must be maintained all the way around.

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Commented [22]: @jbrightman@iitexas.org

Socks

Girls are required to wear solid white socks. Socks should not have logos or patterns. Girls may wear solid white tights (toe to waist). Boys are required to wear solid black socks. "No-show" socks are not allowed.

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.

Makeup

Girls in Grades 6-8 may wear moderate natural makeup, which may include foundation, blush and mascara. Makeup may not be applied during instructional time. Boys are not permitted to wear makeup.

Nails

All students will keep fingernails clean and neatly trimmed. Boys will keep nails trimmed so as not to extend beyond the fingertip. Boys are not permitted to wear nail polish.

Physical Fitness/Athletics Uniform

Students in grades 6-8 are required to wear the ILTexas approved physical fitness uniform from Academic Outfitters.

HIGH SCHOOL SPECIFIC UNIFORM CODE AND POLICIES

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 black blazer every Monday.

Skirts

Girls may wear either the ILTexas plaid, khaki skirt or gray slacks. Girls must wear the plaid skirt or slacks on Formal Dress Mondays. Skirts shall be knee length or at fingertip length. Girls may wear

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either the ILTexas plaid skirt. Girls must wear the plaid skirt (or gray slacks) every Formal Dress Monday. Skirts shall be no higher than two inches above the knee (about the width of an ID badge between the knee and bottom of the skirt). Skirt length must be maintained all the way around.

Ties For Grades 9-12

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

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.

Nails

All students will keep fingernails clean and neatly trimmed. Boys will keep nails trimmed so as not to extend beyond the fingertip. Boys are not permitted to wear nail polish.

Physical Fitness/Athletics Uniform

Students in grades 9-12 are required to wear the ILTexas approved physical fitness uniform 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

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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.

Eligibility And Commitment Requirements

A. STUDENT CREDITS

Student in grades 6–12 may participate in extracurricular activities on or off campus at the beginning of the school year only if:

1. Beginning the 6th–9th grades – student has been promoted from the previous grade level.
2. Beginning the 10th grade – student has earned 6 state credits towards State graduation.
3. Beginning the 11th grade – student has earned 13 state credits **OR** has earned 7 credits in the last twelve months.
4. Beginning the 12th grade – student has earned 21 state credits **OR** has earned 8 credits in the last twelve months.

B. STUDENT ELIGIBILITY CRITERIA

1. In order to be eligible to participate in an extracurricular activity for a six-week period following the first six weeks period of a school year, a student must not have a recorded grade average lower than 70 in any course for that preceding six weeks.
2. A student whose six-week grade average, in any course, is lower than 70 at the end of any six weeks period shall be suspended from participation in any interscholastic activity during the succeeding three-weeks periods. If, at the end of the three-weeks period, the student is passing all classes, that student will become eligible 7 days after the grade was officially earned for the remainder of that current six weeks. Validation of the three-weeks grade is made through the athletic coordinator, campus principal, or campus designee.
3. Students may practice with their respective teams while they are on academic suspension.
4. At the end of any three-week ineligibility period in which a student has attained a course grade average of at least 70 in each course taken. Students regain after the seven-day grace period.
5. Students who also assist the coach, such as student managers, must meet all academic eligibility requirements even though they do not participate in the actual performance or contest.
6. A student receiving an incomplete (I) in a course is considered ineligible until the incomplete is replaced with a passing grade for that grading period in a designated amount of time.
 - i. A student who fails a course becomes ineligible seven days after the last day of the six- weeks period during which the grade was earned.
 - ii. The division coordinator and head coach will validate grades using Skyward to run report cards. An athlete **will not** submit his/her grades.
7. Any 6th grade-12th grade student-athlete who is assigned to Eagle Academy or mandatory tutoring on their campus must attend Eagle Academy or mandatory tutoring before any practice, game or other organized team activity.

C. WAIVED ILTEXAS ADVANCED COURSES

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.

D. OTHER QUALIFICATIONS

In the time period from 12:00 a.m. Monday through 11:59 p.m. on Sunday, no team or other activity may practice, rehearse, or meet for more than eight hours. This time limitation is exclusive of games or performances or other competition events. The HQ 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 an 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, Athletic Department rules and regulations, and/or the Co-Curricular policy can have athletic participation privileges removed by the 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.

Again, participation in educational athletics is a privilege, not a right; therefore, there are certain standards which must be maintained.

1. **Uniformity:** 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. **Dress:** The athlete should be neatly dressed and in compliance with all ILTexas, TCSAAL & UIL policies.
 - a. **Hair:** All athletes who represent ILTexas 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.

Rules Applicable to Athletes (At All Times)

1. **Tobacco use, drinking of alcoholic beverages and abusive drugs** 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 and the Student Code of Conduct. 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. **Theft:** 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. **Hazing/fighting/bullying** 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 **ISS (In School Suspension)/ OSS (Off Campus Suspension) or administrative behavioral placements** 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. **Parent/Doctor's Notes:** 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

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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. **Travel:** 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. **Tutoring** 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 a.m. 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

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 wish 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.

Commented [23]: This should be discussed. It was waived last school year.

Extracurricular 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 (not an all-inclusive list) be offered:

Band	Dance
Baseball	Destination Imagination
Basketball	Beta Club
Cheer	HOSA
Choir	FCCLA
Cross Country	Track and Field
Debate	Volleyball
Flag Football	World Affairs (JWAC)
Model UN (GEMUN)	Language clubs and societies
Orchestra	
Soccer	
Softball	
Student Council	

In addition, a variety of after school clubs may be offered.

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.

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 ILTexas 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 details

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 ILTexas.org for links to teacher pages for class specific information.

Mandatory Eagle Academy

Eagle Academy is a system that promotes Mastery learning by requiring students to achieve a higher grade by correcting or finishing missing and failing assignments.

Student Assignment to Eagle Academy

- **Automatic Assignment to Eagle Academy (Accountability):** Any student with an average of less than 70 and an **assignment grade of zero** will automatically be assigned to Eagle Academy to complete the missing assignment.
- **Teacher Assigned Eagle Academy (Mastery Learning):** Any student with a course average of less than 70 and an **assignment of less than 70** will be required to attend Eagle Academy.
- School Administrators and Teachers have the authority to assign any student to EA at any time.

Eagle Academy will begin each school weekday (Monday through Friday) in the cafeteria or centralized location and will last for 1 hour in duration. Each campus will follow the Charter-wide schedule for core-subject assignments of Eagle Academy.

Charter-wide Schedule

- Monday/Wednesday: RLA/Science
- Tuesday/Thursday: Math/Social Studies
- Friday: LOTE

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 student’s 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:

Grade Level	Promotion Standards
<u>KINDER AND GRADE 1</u>	<ul style="list-style-type: none"> • Students must make satisfactory progress (S) towards mastery of at least 70% of the grade level TEKS delineated on the report card. • Students must have sufficient attendance*
<u>GRADE 2</u>	<ul style="list-style-type: none"> • Students must pass High Frequency Word Test – Recognizing and reading words that appear very often in written and spoken language. • 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. • Students must have sufficient attendance*
<u>GRADES 3, 4 AND 5</u>	<ul style="list-style-type: none"> • 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. • 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. • Students must have sufficient attendance*
<u>GRADES 6, 7 AND 8</u>	<ul style="list-style-type: none"> • Students must pass STAAR in reading and math. • A student who fails (under 70% average) two (2) or more core classes may not advance to the next grade. • If the above criteria are not met, the campus GPC may take into consideration locally developed assessments that assess the same TEKS measured on STAAR. • Students must have sufficient attendance*

Grade Level	Promotion Standards
<p style="text-align: center;"><u>GRADES</u> <u>9 – 12</u></p>	<ul style="list-style-type: none"> • Students are promoted based on their total accumulated course credits prior to the beginning of the next school year. • Individual course credit is earned through a passing grade of 70% or above and sufficient attendance*

*Sufficient attendance: A student’s total number of absences should not exceed 10% of class meetings from the date of enrollment.

If a student in grade 5 or 8 is enrolled in a course that earns high school credit and for which an end-of- course (“EOC”) assessment will be administered, the student will not be subject to the promotion requirements described above for the relevant grade 5 or 8 assessment. However, for federal accountability purposes, the student may be required to take both the grade level and EOC assessment.

If a student in grade 8 is enrolled in a class or course intended for students above his or her current grade level in which the student will be administered a state-mandated assessment, the student will be required to take an applicable state mandated assessment only for the course in which he or she is enrolled, unless otherwise required to do so by federal law.

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 based on a 100-point scale. Further, weightings are based on the following scale:

<i>Advance Placement/Dual Credit</i>	<i>1.15</i>
<i>Honors/Pre-AP</i>	<i>1.1</i>
<i>All other courses</i>	<i>1</i>

*Beginning with the 2021-2022 school year, dual credit courses will have a GPA set of 1.1

Senior Calculation Of Weighted Local Gpa

For the purpose of determining honors to be conferred during graduation activities, the campus shall calculate class rank by using grades available at the time of calculation at the end of the fifth six week grading period of the senior year. For the purpose of applications to institutions of higher education, ILTexas shall also calculate class rank as required by state law (top 10% only). Only dual credit course completed prior to the 5th six weeks will be eligible to be included in the calculation of GPA (for the purpose of determining class rank/top 10%).

Eligibility For Early Graduation: Eligibility And Application Deadline

While it is generally not advised students graduate early, a student who will meet all ILTexas graduation requirements at the Distinguished Level of Achievement (i.e., Graduation Plan, Service

Hours, etc.) by the end of the academic year of the intended graduation class shall be eligible for Early Graduation.

The deadline for submitting an application for Early Graduation is the last day of January of the calendar year in which the student intends to graduate. **Note:** This deadline allows decisions to be based on fall semester grades.

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 5th grading period will be eligible to serve as the Valedictorian and Salutatorian respectively. 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. 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.

All senior Honors students are recognized at Graduation based on the following criteria:

Honor	Criteria
Highest Honors	<ul style="list-style-type: none"> • 97.5+ Local GPA • Completed a minimum of 15 community service hours per year (enrolled at ILTexas) • Has successfully completed a min. of 5 dual credit and/or AP courses. • Exemplifies the ILTexas Core Leadership Traits • Demonstrated growth in language proficiency (English, Spanish, and Mandarin Chinese), as measured by ACTFL Guidelines
High Honors	<ul style="list-style-type: none"> • 95+ Local GPA • Completed a minimum of 15 community service hours per year (enrolled at ILTexas) • Has successfully completed a min. of 3 dual credit and/or AP courses. • Exemplifies the ILTexas Core Leadership Traits • Demonstrated growth in language proficiency (English, Spanish, and Mandarin Chinese), as measured by ACTFL Guidelines

Graduation Honor Cords

Academic Success Program Recognition	Navy and Silver
Chinese National Honor Society	Purple
Spanish National Honor Society	Red and Gold
Eagle Scout / Gold Award	Red, White, Blue
Highest Honors	Gold

High Honors	Silver	
Honors	White	
Leadership	White and Maroon	*15 documented service hrs/yr
National Honor Society	Gold and Blue	
Red Cross	Red	*donate at least 3 times
Top Ten	Yellow and White	
Tri-Literacy	Red, Yellow, Blue	*intermediate proficiency
JROTC	Scarlet, Gold, and Black	
For Discussion:		
JWAC	Red, White, Blue	

GRADING SYSTEM AND GRADE REPORTING

Kindergarten and 1st 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).

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.

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 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).

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 GPA/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	D = 70
A = 95	B = 85	C = 75	F = 69

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A- = 92	B- = 82	C- = 72	
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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:

<u>On 100 Scale</u>	<u>On 4.0 Scale</u>
A 90 – 100	4.0
B 80 – 89	3.0
C 70 – 79	2.0
*D 70	1.0 (for transfer of grades from <u>dual credit</u> 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 headquarters 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

Commented [24]: Policy on exemptions?

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

2-5:	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%

*Math, Reading Language Arts, Science and Social Studies

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)
- Algebra I
- US History
- Biology

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. (See “Individual Graduation Committee Decisions” below.)

There are three testing windows during the school year in which a student may take an EOC assessment, which will occur during the fall, spring, and summer months. If a student does not meet satisfactory performance, the student will have additional opportunities to retake the assessment.

Texas Success Initiative Assessment: Prior to enrollment in a Texas public college or university, most students must take a standardized test called the Texas Success Initiative (“TSI”) assessment. The purpose of the TSI assessment is to assess the reading, mathematics, and writing skills that entering freshmen-level students should have if they are to perform effectively in undergraduate certificate or degree programs in Texas public colleges and universities. This assessment may be required before a student enrolls in a dual- credit course offered through ILTexas as well.

Individual Graduation Committee Decisions

A student who was enrolled in the 11th or 12th grade 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:

[refer to next page]



Accelerated Instruction

Parents of students who do not perform satisfactorily on their STAAR or EOC assessments will be notified that their child will participate in an Accelerated Instructional Program designed to improve performance. A student in grade 5 or 8 will have two additional opportunities to take a failed assessment. If a student fails a second time, a grade placement committee, consisting of the Principal or designee, the student’s teacher, and the student’s parent will determine the additional special instruction the student will receive.

Students will also have multiple opportunities to retake EOC assessments.

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Commented [25]: This is not accelerated instruction - it does not address HB4545 requirements.

Commented [26]: @chinkle@iltexas.org can you please provide what it should say so I can add please, Thank you

If a student fails after a third attempt, the student will be retained at his or her current grade level. The parent, however, may appeal this decision to the grade placement committee. A decision to promote a student to the next grade level must be unanimous. Regardless of whether the student is retained or promoted, an educational plan for the student will be designed to enable the student to perform at grade level by the end of the next school year.

In addition to the requirements listed above for students in grades 5 and 8, a student may be considered for retention if they have met any of the following criteria:

1. failed one or more core subject areas;
2. failed one or more state assessments
3. is below level in one or more core subject areas;
4. missed more than 10% of instructional days in an academic year. The decision must be made by a committee, which is comprised of the child's core subject area teachers, the counselor, and the Principal.

Students with Disabilities: Upon the recommendation of the Admission, Review, and Dismissal ("ARD") Committee, a student with disabilities who is receiving special education services may be promoted and/or permitted to graduate under the provisions of his or her Individualized Education Program ("IEP").

A student who receives special education services and has completed four years of high school, but has not met the requirements of his or her IEP, may participate in graduation ceremonies and receive a certificate of attendance. Even if the student participates in graduation ceremonies to receive the certificate of attendance, he or she may remain enrolled to complete the IEP and earn his or her high school diploma; however, the student will only be allowed to participate in one graduation ceremony.

Foundation School Program

Students who enter high school during the 2014-15 school year and thereafter will graduate under the foundation school program. Within the foundation graduation program are "endorsements," which are described below. Endorsements earned by a student will be noted on the student's transcript and diploma. The foundation graduation program also involves the term "distinguished level of achievement," which reflects the completion of at least one endorsement and Algebra II as one of the required advanced mathematics credits. State law and rules prohibit a student from graduating solely under the foundation graduation program without an endorsement unless, after the student's sophomore year, the student and the student's parent are advised of the specific benefits of graduating with an endorsement and submit written permission to an appropriate school administrator for the student to graduate without an endorsement. A student who anticipates graduating under the foundation graduation program without an endorsement and who wishes to attend a four-year university or college after graduation must carefully consider whether this will satisfy the admission requirements of the student's desired college or university. Graduating under the foundation graduation program will also provide opportunities to earn "performance acknowledgements" that will be acknowledged on a student's diploma and transcript.

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, Chemistry, Physics, Environmental Systems/Scientific Research and Design and/or other approved 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 under extenuating circumstances, pending counselor and principal’s written 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, etc.) where we will need to look to the Plato catalog 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 approval)
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	

Commented [27]: Update to reflect new summers school offerings --- also need to center on an ILTexas vision for Summer School in the future.

The following information pertains to all grade levels:

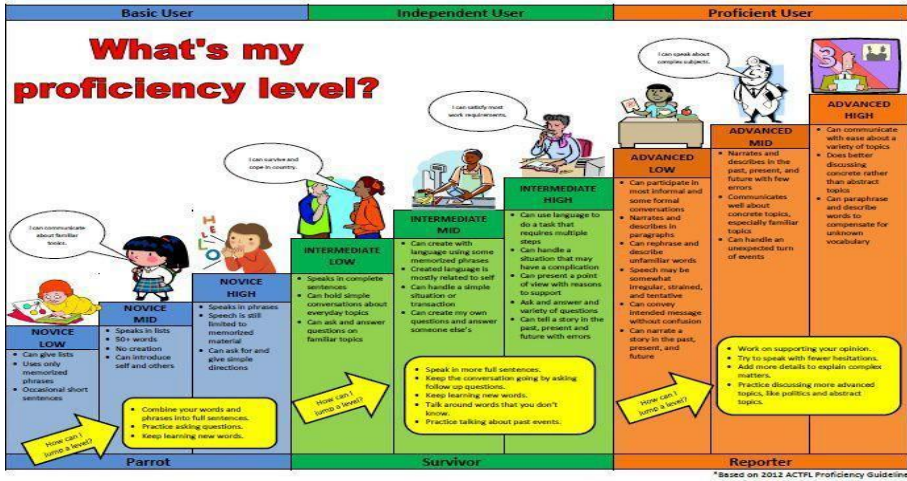
- Any cost associated with any Credit Recovery or courses for acceleration outside of the school day will be the responsibility of the student and parent.
- Course progress will be checked weekly and good attendance and effort must be evident or the student may be dismissed from the credit recovery course 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 **O**ther **T**han **E**nglish





NEW to ILTexas Student Transcript Evaluation and Language Placement Policy

Placement into a language course is based on a student's home language, language credits earned in another school and/or performance on an ILTexas approved language proficiency test.

Steps to take to place a newly enrolled student into a language course

- Please review the student's transcript and withdraw paperwork before making any placement decisions
- Please reach out to the headquarters Chinese or Spanish Director if you have any questions regarding placement or testing.
- All ILTexas students will enroll in both a Chinese and Spanish course from 6-12 grade
- Decisions should be made using the following criteria

HEALTH INFORMATION

Alcohol-Free School Notice

In order to provide a safe and alcohol-free environment for students and employees, all alcoholic beverages are prohibited on ILTexas property at all times, and at all school-sanctioned activities occurring on or off school property. Student violators are subject to possible prosecution, as allowed by law, as well as the disciplinary terms of the Student Code of Conduct.

Drug-Free School Notice

ILTexas believes that student use of illicit drugs is both wrong and harmful. Consequently, ILTexas prohibits the use, sale, possession, or distribution of illicit drugs by students on school premises or any school activity, regardless of its location. ILTexas also prohibits the use, sale, possession, or distribution of look-alike substances and/or synthetic substances designed to imitate the look and/or

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effects of illicit drugs. Student violators are subject to possible prosecution, as allowed by law, as well as the disciplinary terms of the Student Code of Conduct.

Tobacco-Free School Notice

Smoking (including electronic cigarettes, cigars, and pipes) and using tobacco products are 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 infection of the fluid surrounding the brain and spinal cord. It is usually caused by viruses, bacteria, parasites, and fungi. Viral meningitis is the most common and least serious. Most people completely recover from viral meningitis. Parasitic and fungal meningitis are very rare. Bacterial meningitis is very serious and may involve complicated medical treatment.

What are the symptoms of bacterial meningitis?

Someone with meningitis will become very ill but not everyone with meningitis will have the same symptoms. The illness may develop over one or two days, but it can also rapidly progress in a matter of hours. Children (over one year old) and adults with meningitis may have a severe headache, high temperature, nausea, vomiting, sensitivity to bright lights, neck stiffness or joint pain, drowsiness, or confusion. In both children and adults, there may be a rash or tiny red-purple spots that can occur on any part of the body.

How is Bacterial Meningitis diagnosed?

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

How serious is Bacterial Meningitis?

Bacterial meningitis is a very serious disease. If it is diagnosed early and treated promptly, the majority of people make a complete recovery. Even with prompt treatment, some cases may result in permanent disabilities such as loss of hearing, loss of vision, mental retardation, paralysis, or limb amputations. Bacterial meningitis can also be fatal.

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. The germs that cause meningitis live naturally in the back of our noses and throats, but they do not live for long outside the body. They are spread when people exchange saliva (such as by kissing, sharing drinking containers, eating utensils or cigarettes). The germ does not

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cause meningitis in most people. Instead, most people become carriers of the germ for days, weeks or even months. Being a carrier helps to stimulate your body's natural defense system. The bacteria rarely overcome the body's immune system and cause meningitis or another serious illness.

How can bacterial meningitis be prevented?

Bacterial meningitis can be prevented by limiting the number of people you kiss and by not sharing food, drinks, utensils, toothbrushes, or cigarettes.

Vaccines that help prevent meningitis are required for young children, if there is a meningitis outbreak in the community, and for people traveling to foreign countries where there is a high risk of getting the disease. A vaccine that can prevent meningitis in adolescents and young adults is state mandated for students in grades 7–12 and unvaccinated first year college students ages 19–21. Administer booster dose if the most recent dose given was when the student was younger than age 16. The vaccine is safe and effective (85%-90%). It can cause mild side effects such as redness and discomfort at the injection site lasting up to two days

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 the meningococcal vaccine. Additional information may also be found at the web sites for the Centers for Disease Control and Prevention: www.cdc.gov and the Texas Department of State Health Services: www.dshs.state.tx.us.

Emergency Medical Treatment

If a student has a medical emergency at school or a school-related activity and the parent cannot be reached, ILTexas staff will seek emergency medical treatment unless the parent has previously provided a written statement denying this authorization. Therefore, parents are asked each year to complete an emergency care consent form. Parents should keep emergency care information up-to-date (name of doctor, emergency phone numbers, allergies, etc.). Please contact the campus registrar to update any information.

Student Illness

When your child is ill, please contact ILTexas to let us know he or she will not be attending that day. Students must be fever-free without the use of fever-reducing medication and must be free of vomiting/diarrhea without the use of diarrhea suppressing medication for at least 24 hours before returning to school.

If a student becomes ill during the school day, he or she must receive permission from the teacher before reporting to the school nurse. If the nurse determines that the child should go home, the nurse will contact the parent and initiate Hazel Health with prior parental consent.

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.**

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All prescriptions MUST be in the ORIGINAL and properly labeled containers. 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 on the prescription label and must include the parent's daytime phone numbers. Permission forms are available through the clinic and are active for one school year. If a prescription changes, the parent/guardian must complete a new permission form.

- Parents should deliver medications to the clinic or nurse's office for their children. Please do not send medications to school with the student.
- Paperwork must be completed and signed by the parent/guardian and prescribing physician.
- NO Student should EVER have any medications in their backpack, purse, 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

Nurses can provide some OTC (Over-the-counter) medications to students with prior parental consent as provided by Hazel Health (Telemedicine MD visit).

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.

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 device upon request.

Severe Allergic Reaction

It is the responsibility of the parents to ensure that the nurse is aware of any student's hypersensitivities to food/environment/insects. An Allergy Action Plan is advised for any student with a known history of anaphylactic reaction and is available from the school nurse. Students requiring medication for the treatment of an allergic reaction (Examples of medication include

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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: <http://www.dshs.state.tx.us/idcu/investigation/conditions/>.

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

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

Immunizations

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

To determine the specific number of doses that are required for your student, please read “2022–2023 Texas Minimum State Vaccine Requirements for Students Grades K–12” document issued by the TDSHS. Specific immunization information is available on the TDSHS website at <http://www.dshs.texas.gov/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 he or she transfers from one Texas school to another, and is awaiting the transfer or the immunization record.

A student may be enrolled provisionally if the student has an immunization record that indicates the student has received at least one dose of each specified age-appropriate required vaccine. To remain enrolled, the student must complete the required subsequent doses in each vaccine series on schedule and as rapidly as is medically feasible and provide acceptable evidence of vaccination to the school. ILTexas shall review the immunization status of a provisionally enrolled student every 30 days to ensure continued compliance in completing the required doses of vaccination. If at the end of the 30-day period, a student has not received a subsequent dose of vaccine, then the student is not in compliance and ILTexas shall exclude the student from school attendance until the required dose is administered.

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

Exclusions from Immunization Requirements

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

To claim exclusion for medical reasons, the student must present a statement signed by the student's physician (M.D. or D.O.), duly registered and licensed to practice medicine in the United States who has examined the student, in which it is stated that, in the physician's opinion, the vaccine required is medically contraindicated or poses a significant risk to the health and well-being of the student or any member of the student's household. Unless it is written in the statement that a lifelong condition exists, the exemption statement is valid for only one year from the date signed by the physician.

To claim an exclusion for reasons of conscience, including a religious belief, a signed Texas Department of State Health Services ("TDSHS") affidavit must be presented by the student's parent, stating that the student's parent declines vaccinations for reasons of conscience, including because of the person's religious beliefs. The affidavit will be valid for a period of two years. The form affidavit may be obtained by writing the TDSHS Immunization Branch (MC 1946), P.O. Box 149347, Austin, Texas 78714-9347, or online at <https://corequest.dshs.texas.gov/>. 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 for 7th grade and higher.

COVID-19 Screening for Scholars

In the 2022-2023 school year scholars, with the help of their parents, are encouraged to complete a COVID-19 self-screening prior to entering the school building.

SUPPLEMENTAL 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:

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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;
3. 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;
4. By a probation officer if there is probable cause to believe the student has violated a condition of probation imposed by the juvenile court;
5. Pursuant to a properly issued directive to apprehend; or
6. 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 the 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

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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_Overview/
- Sexual Abuse Prevention Programs:
 - <https://www.childwelfare.gov/>
- Promoting Healthy Families in Your Neighborhood:
 - <https://www.childwelfare.gov/pubPDFs/packet.pdf>
- Signs of Child Abuse:
 - <http://kidshealth.org/en/parents/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>
- Texas Association for the Protection of Children
 - <http://www.texprotects.org/about/PCAT/>
- 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.
- 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, burning, 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 or sex, 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 or sex, 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 or sex, 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
- 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 engage 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: Regina Jones
2. Reports of prohibited conduct based on age will be directed to the Chief Legal Officer.

3. Reports of prohibited conduct based on disability will be directed to the ADA/Section 504 Coordinator: Charles Hairgrove, Executive Director of Special Populations.
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 CEO.

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, 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, including a determination of whether prohibited discrimination or harassment occurred.

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 bullying as defined by this section, as well as retaliation against anyone involved in the complaint process. Bullying means a single significant act or a pattern of acts by one or more students directed at another student that exploits an imbalance of power and involves engaging in written or verbal expression, expression through electronic means, or physical conduct that:

- Has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable harm to the student's person or of damage to the student's property;
- Is sufficiently severe, persistent, or pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student; or

- Materially and substantially disrupts the educational process or the orderly operation of a classroom or the School; or
- Infringes on the rights of the victim at school.

Cyberbullying means bullying that is done through the use of any electronic communication device, including through the use of a cellular or other type of telephone, a computer, a camera, electronic mail, instant messaging, text messaging, a social media application, an Internet website, or any other Internet-based communication tool.

The school's bullying policy applies to:

- Bullying that occurs on or is delivered to school property or to the site of a school-sponsored or school-related activity on or off school property;
- Bullying that occurs on a publicly or privately-owned school bus or vehicle being used for transportation of students to or from school or a school-sponsored or school-related activity; and
- Cyberbullying that occurs off school property or outside of a school-sponsored or school-related activity if the cyberbullying:
 - Interferes with a student's educational opportunities; or
 - Substantially disrupts the orderly operation of a classroom, school, or school-sponsored or school-related activity.

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 Principal or designee, a teacher, counselor, or other school employee. A report may be made orally or in writing, and may be submitted anonymously. Any school employee who receives notice that a student has or may have experienced bullying shall immediately notify the Principal or designee. The Principal or designee will notify the victim, the student who engaged in bullying, and any student witnesses of available counseling options.

The Principal or designee shall provide notice of incident of alleged bullying to:

- A parent or guardian of the alleged victim on or before the third business day after the date the incident is reported; and
- A parent or guardian of the alleged bully within a reasonable amount of time after the incident.

Investigation of Report

The 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 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 Principal or designee shall prepare a written report of the investigation, including a determination of whether bullying occurred. If the results of an investigation indicate 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.

Discipline for bullying of a student with disabilities shall comply with applicable requirements under federal law, including the Individuals with Disabilities Education Act (20 U.S.C. Section 1400 *et seq.*). ILTexas may not impose discipline on a student who, after an investigation, is found to be a victim of bullying, based on that student's use of reasonable self-defense in response to the bullying.

The Principal, or the Principal's designee, may make a report to the police department of the municipality in which the school is located or, if the school is not in a municipality, the sheriff of the county in which the school is located if, after an investigation is completed, the Principal or designee has reasonable grounds to believe that a student engaged in conduct that constitutes an offense under Section 22.01 (Assault) or 42.07(a)(7) (Harassment), Texas Penal Code.

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 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. The program approved by the state must include screening at the end of the school year of each student in kindergarten and each student in the first grade. 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.

Screening for COVID-19 and Other Infectious Diseases

ILTexas will implement screening for COVID-19 and other infectious diseases as directed by CDC, the Texas DSHS, and the State of Texas.

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. A student may be screened using photo screening to detect vision disorders.

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

Certain students must be screened at various times set by law for abnormal spinal curvature before the end of the school year. The screening requirement for students 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 Superintendent 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 Superintendent 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.

PARENT INVOLVEMENT AND PARENT-TEACHER ORGANIZATIONS

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

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Commented [28]: Add parent expectations.
@lcarrasconavarrete@iltexas.org
@tseaberry@iltexas.org

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 the use of electronics
• Establish a daily family routine	• Schedule and keep daily homework time
• Monitor out-of-school activities and social media	• 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.

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, opinions, 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 and social media pages for updated information. Please make the ILTexas website one of your "favorites." All important information is posted on the front page of the website. Also visit websites and social media pages of all ILTexas campuses.

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

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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 headquarters. Volunteer Background Checks are completed entirely electronically and must be completed every school year. See our volunteer link: <https://www.iltexas.org/volunteer>

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 checked in via the Raptor system. 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 parent, 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 [and/or profanity](#) to cause disruption during an assembly, [conference meeting, or driveline-](#)

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 chromebooks 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 economically 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 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 economically disadvantaged . Release of student records, including official transcripts, will be delayed pending payment for lost or severely damaged textbooks.

Commented [29]: Can we also add this line after the Chromebook section?

ILTEXAS ACCEPTABLE USE POLICY (AUP)

Introduction

ILTexas provides students and employees with extensive technology resources, including computing facilities, local area networks, Internet access, and email 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 email 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.
- I must return all technology items including Chromebook, chargers, any other technology items received, at the end of the year. This device/equipment cannot be sold or given to anybody else, and at the end of the year needs to be returned back. ILTexas reserves the right to charge the appropriate cost of the device/equipment if it is unreturned or damaged or is sold or given to a third party.

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 the privacy of others throughout the International Leadership of Texas Education network.
- I will use my applications, email 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.

Commented [30]: Is this referring to a computer lab? I wasn't sure how this one read.

System Security

- I will log on to the network utilizing the ILTexas issued device only as myself while at school and at home for any and all instructional purposes.
- 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 not share my login credentials with anyone.
- I will also not access anyone else's accounts or credentials

- I will immediately notify a faculty or staff member if I have identified a possible security problem or my account has been compromised.
- 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 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 wish to be 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 display, access, send or store any offensive, inappropriate, or pornographic messages or images.
- I will not use or share inappropriate language, image, content, video, audio on ILTexas Technology network, device, accounts or any other ILTexas medium.
- 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 or the classroom/virtual classroom.
- I will not post information that could cause danger or disruption or engage in personal attacks, including prejudicial or discriminatory attacks and cyberbullying.

I understand the following:

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- 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 online 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, and have explained and discussed the Acceptable Use Policy to my student. I further understand that 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): _____

Student Signature: _____

Date: _____

(If the student is under the age of 18, a parent or guardian must also read and sign this agreement.)

As the parent or guardian of this student, I have read the ILTexas Acceptable Use Policy. I understand that this access is designed for educational purposes. ILTexas has taken precautions to eliminate controversial material. However, I also recognize it is impossible for ILTexas to restrict access to all controversial materials and I will not hold ILTexas responsible for materials transmitted on the network. Further, I accept full responsibility for supervision if and when my child's use is not in a school setting. I hereby give permission to issue an account for my child and certify that the information contained on this form is correct.

Parent/Guardian's Name (PLEASE PRINT): _____

Parent/Guardian's Signature: _____

Date: _____

Note: This form is included as part of the Year to Year registration process via Skyward. You only need to complete the electronic form; there is no need to print/return this form.



Student Violence Threat Risk Assessment (VTRA) FAIR NOTICE FOR PARENT COMMUNITY



What is a threat?

An expression of intent to do harm or act out violently against someone or something.

May be verbal, written, drawn, posted on the Internet or made by gesture.

Duty to Report

To keep school communities safe and caring, staff, parents/guardians/caregivers, students and community members must report all threat-related behaviors to the school principal.

What is the purpose of a student threat assessment?

The purposes of a student threat assessment are:

to ensure and promote the emotional and physical safety of students, staff, parents, the student making the threat, and others;

to ensure a full understanding of the context of the threat.

to understand the factors contributing to the threat maker's behavior;

to be proactive in developing an intervention plan that addresses the emotional and physical safety of the threat maker; and,

to promote the emotional and physical safety of all.

What behaviors warrant a Student Violence Threat Risk Assessment to be initiated?

A student threat assessment will be initiated for behaviors including, but are not limited to:

serious violence or violence with intent to harm or kill; verbal/written threats to harm/kill others (clear,

direct, and plausible);

online threats to harm/kill others;

possession of weapons (including replicas)

bomb threats (making and/or detonating explosive devices);

fire starting;

sexual intimidation or assault; and,

gang related intimidation and violence.

Collection Notice

IL Texas is subject to personal information privacy laws, and will undertake the collection of this information in compliance with the requirements of such laws, including by limiting collection to information that is relevant and necessary to address a risk or threat and by ensuring that information is collected from online source is only obtained from open source sites. ILTexas will not collect information as part of a threat assessment unless there is reason to believe that a risk exists. Information collected as part of a threat assessment may be provided to law enforcement authorities in appropriate circumstances.

What Parents and Students Need to Know

Any threat must be reported to the school principal

Investigations may involve the school counselor, the police or other community agencies

Investigations may involve locker or personal property searches

Interviews will be held with the threat maker and other students or adults who may have information about the threat

Parents of students who are directly involved will be notified

Threatening behavior may result in disciplinary action

an intervention plan may be developed for the student making the threat and a support plan developed for any individuals targeted by threats

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, except 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 the 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 follows:

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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;
- Address;
- Telephone listing;
- Electronic mail address;
- Photographs (including video image);
- 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 ceremonies, 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)."

FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT: DIRECTORY INFORMATION OPT OUT FORM

“Directory Information” means information contained in an educational record of a student that would not generally be considered harmful or an invasion of privacy if disclosed. The law permits ILTexas to designate certain personal information as “directory information,” which may be released to anyone who follows procedures for requesting it as proscribed in school policy.

To prohibit ILTexas from releasing your student’s directory information, you must circle NO adjacent to the appropriate statement(s) below, sign the form, and return it to your student’s school. **Completion of this form is optional. However, if you do not circle NO or return this form, directory information about your student may be released** in accordance with ILTexas policy.

If you have more than one student enrolled, you must complete a separate for each student.

PLEASE CIRCLE YES OR NO

For all students:

YES	NO	I give permission for my student’s name and photograph to be included in the ILTexas yearbook.
YES	NO	I give permission for my student to be videoed, photographed, or interviewed at school by local media or ILTexas personnel for use in educational purposes.
YES	NO	I give permission for my student’s artwork, projects, photographs, etc. to be used or displayed in any ILTexas communication devices. Examples include media coverage, printed materials, marketing, and websites.

For secondary students only:

YES	NO	I give permission to release my student’s directory information to institutions of higher education.
YES	NO	I give permission to release my student’s directory information to military recruiters.

PRINT Student’s Full Legal Name

Student’s Date of Birth

PRINT Parent/Guardian Full Legal Name
or Eligible Student Full Legal Name

Parent/Guardian Signature
or Eligible Student Signature

Date: _____

Note: This form is included as part of the Year to Year registration process via Skyward. You only need to complete the electronic form; there is no need to print/return this form.

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.

**Parents: Please complete if you are opting out of
use of student work in school publications:**

I, parent of _____ (student's name), **do not give** ILTexas permission to use my child's artwork, photos, or other original work in the manner described above.

Parent Signature: _____

Date: ____

Note: This form is included as part of the Year to Year registration process via Skyward. You only need to complete the electronic form; there is no need to print/return this form.

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, PDAs, smart watches, wireless speakers/earbuds, 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

Student Name (printed): _____

Student Signature: _____ Date: _____

Parent Signature: _____ Date: _____

Note: This form is included as part of the Year to Year registration process via Skyward. You only need to complete the electronic form; there is no need to print/return this form.

ILTexas Physician's Diet Modification Form

(to be returned to the school nurse and forwarded to Nutrition cashier)

PART 1 OF 2: STUDENT AND PARENT IDENTIFICATION

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)*

Date

COMPLETE PART 2, NEXT PAGE

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.

ILTexas Physician’s Diet Modification Form

(to be returned to the school nurse and forwarded to Nutrition cashier)

PART 2 OF 2: PHYSICIAN’S STATEMENT (COMPLETE PART 1 ON PREVIOUS PAGE)

I, _____, (Physician) declare the child listed above to possess either a life-threatening food allergy or disability:

LIFE THREATENING FOOD ALLERGY: OMIT THESE FOODS (circle all that apply):

Fluid Milk Peanuts Tree Nuts Eggs Shellfish Wheat Soy Other:

DISABLING DIAGNOSIS REQUIRING DIETARY MODIFICATION (please describe):

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):

<input type="checkbox"/> Eating	<input type="checkbox"/> Caring for self	<input type="checkbox"/> Performing manual tasks	<input type="checkbox"/> Walking
<input type="checkbox"/> Seeing	<input type="checkbox"/> Hearing	<input type="checkbox"/> Breathing	<input type="checkbox"/> Learning

4. Foods to substitute (substitutions, if any, must be noted below):

Physician’s Signature: _____ **Date:** _____

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 (Executive Director-OPR) • Level III (Superintendent) • Level IV (School Board)

1. Complainant’s Name and Address:	2. Complainant’s Phone Number:
3. Complainant’s Email Address:	4. Complainant’s Campus (if applicable):
5. If you will be represented in pursuing your complaint, please identify that individual or organization: Name: _____ Address: _____ Telephone: _____ Email: _____	
6. Describe the decision or circumstances causing your complaint/grievance (give specific, factual details): 	

7. What was the date of the decision or circumstances causing your complaint?		
8. Explain how you have been harmed by this decision or circumstance:		
9. Describe any efforts you have made to resolve your complaint informally and the responses to your effort:		
10. With whom did you communicate? . .	11. On what date (s)? .	
12. Please describe the outcome or remedy you seek for this complaint:		
13. Signature of Complainant: _____	14. Signature of Complainant's Representative: _____	15. Date of Filing: _____



INTERNATIONAL LEADERSHIP OF TEXAS

Student Bill of Rights

1. ILTexas students have the right to create student-led clubs that are sponsored by an ILTexas staff member.
2. ILTexas students have the right to be respected by faculty members (including substitutes) at all times.
3. ILTexas students have the right to a safe and supportive learning environment (in person and online) which is free from any type of discrimination.
4. ILTexas students have the right to challenge the ideas of ILTexas staff (in a respectful way that does not disrupt the school grounds or learning environment).
5. ILTexas students have the right to utilize the grievance process.
6. ILTexas students have the right to be a Statesman/Stateswoman who advocates for their rights as well as the rights of others.
7. ILTexas students have the right to express themselves (must be done so in a manner that continues to show respect for others and does not disrupt the learning environment).
8. ILTexas students have the right to engage in uncomfortable, yet healthy, conversations in Leadership Classes such as those on race, discrimination, and life choices.
9. ILTexas students have a right to confide in a Counselor and be referred to a Crisis Counselor.
10. ILTexas students have a right to declare a "self-red flag" during class to seek out assistance from Counselor or Nurse in tandem with the wellness app.
11. ILTexas students have a right to self-advocate regarding their education.

The ILTexas Student Bill of Rights is a product of the Student Equity Advisory Council (SEAC). The SEAC is comprised of two students from each ILTexas High School. Members of the 2020-2021 SEAC who authored the initial Student Bill of Rights are: **Austin Crumley Sickles, Darien Hardy, Patton Caday, Amyrah Simmons, Lauren Cook, Anissa Okpo, Lyric Darius, Cadence Banks, Jonathan Nativi, Ivanna Alfonso, and Fernando Quintana.**

15	Accept 2022-2023 ILTexas Data Quality Manual
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DATA QUALITY MANUAL

2022-2023



International Leadership of Texas
2021 Lakeside Boulevard • Richardson, Texas 75082 • (972) 479-9078

(Revised 06/14/2022)

This publication is provided in cooperation with



Send all inquiries and request for permission to: Charter School
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76106

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DATA QUALITY MANUAL

International Leadership of Texas Charter School 2022-2023

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BOARD OF TRUSTEES

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Officer

James Dworkin
Chief Financial Officer

Aaron Thorson
Deputy Superintendent of Operations

Dr. Thomas Seaberry
Deputy Superintendent of School Leadership

Marcus Young
Chief of Staff

Tim Brightman
Chief Legal Officer

Dr. Laura Carrasco
Deputy Superintendent of Academics and
Student Services

Jerry McCreight
Chief Administrative Officer

Craig Timberlake
Chief of Student Leadership Development

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Angela Marcellus
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Nadia Ayala
Area Superintendent-Dallas

Dr. Matilda Orozco
Area Superintendent-Houston

Rodney Cooksy
Area Superintendent-Tarrant

INTRODUCTION

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

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

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

PROGRAMS

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

DATA QUALITY MANUAL HISTORY

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

Prior to 1984, the reporting burden on the districts was massive and much of the information requested was duplicated in different reports; for example, one enrollment report might request the number of students in the district by grade level and sex while another report asked for the same information by sex and ethnic category. However, when the two reports were compared, the total number of students did not agree because the reporting terms, such as “enrolled” or “in membership” were open to interpretation. Many of the reports asked for “unduplicated” counts, which was an almost impossible task in a district with high mobility and a largely manual (paper) reporting system which reported only totals by campus or district.

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

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

This new system became known as the Public Education Information Management System (PEIMS). The first PEIMS collection took place in the fall of 1987. The organization, budget, payroll, and staff demographic and responsibility data were collected. The requirement that all school districts submit data through the PEIMS is found in Texas Education Code (TEC) § 42.006. There are four PEIMS submissions each year. Only three of them contain student data. The mid-year submission contains financial data only.

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

Most recently, the agency has consolidated data collection across separate data systems to support state and federal reporting requirements into the TSDS Core Collection. The TSDS Core Collection will improve and standardize the completion, submission, validation and reporting processes for many of these data collections.

FEDERAL AND STATE COMPLIANCE

FEDERAL AND STATE COMPLIANCE

Program Contact and Accountability

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

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

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

Definition

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

Information Distribution

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

Data Monitoring and Problem Identification

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

Data Quality

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

Data Accountability

The Executive Director of Federal Program is responsible for editing all reports or surveys submitted by International Leadership of Texas to state and federal agencies. DLI/ELL coordinator is responsible for requests by other entities, such

as the media, to determine if data are compatible with PEIMS data, are reasonable based on trend analysis, and comply with the requirements or instructions designated by the report, survey or request. Approve all reports, surveys, and requests prior to submission or release.

Compliance

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

Student Records

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

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

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

Records Management

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

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

Improving Data Quality

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

Data Analysis and Verification

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

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

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

Campus Professionals and Data Entry Staff

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

- Collaborate with principal to designate campus contacts for each data type that impacts funding, compliance, and accreditation.
- Compile a list of persons at the campus responsible for special program content knowledge should be distributed to the necessary personnel.
- Identify, document and supply data reporting timelines and procedures to any personnel affected by them.
- Compile regular status reports for the principal regarding data quality at the campuses.

Data Entry Personnel

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

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

DATA ASSIMILATION AND REPORTING

DATA ASSIMILATION AND REPORTING

Program Contact and Accountability

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Public Education Management System (PEIMS)

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

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

Types of Data Currently Collected

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

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

TEA Utilization of Reported Data

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

International Leadership of Texas Use of Reported Data

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

Texas Student Data System

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

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

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

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

Access to PEIMS

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

PEIMS Submission Process

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

PEIMS Submission Schedule

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

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

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

Submission 3 (End-of-Year / Summer) - This submission is a cumulative record of student attendance and contact hours for special programs, course completion, and disciplinary actions (expulsions and suspensions) for the entire school year. State funding is based on this submission.

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

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

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

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

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

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

LEA and Campus TEA Deadlines

Campus data is to be verified and submitted to the LEA two weeks prior to the dates below.

Class Roster Fall Collection

Class Roster Fall snapshot date- Last Friday in September
 Submission- October 20, 2022

Fall Collection (prior/current year data)

First submission- December 8, 2022
 Resubmission- January 19, 2023

Midyear Collection (prior year data)

First submission-January 26, 2023
 Resubmission-February 9, 2023

Summer Collection (current year data)

First submission-June 15, 2023
 Resubmission- July 20, 2023

Class Roster Winter Collection

Class Roster Fall snapshot date- Last Friday in February
Submission- March 30, 2023

Extended Year Collection (current year data)

First submission-August 31, 2023

Resubmission- September 21, 2023

LEA data submission timeline is in accordance with the 2022-2023 SUBMISSION AND RESUBMISSION TIMELINES

TSDS COLLECTIONS	
Early Childhood Data System Collection (ECDS) - KG	
TSDS ready to load data to eDM	1-Aug-22
ECDS Kindergarten ready for users to promote data	7-Nov-22
ECDS Kindergarten submission due date for LEAs	26-Jan-23
ECDS Kindergarten data available to customers	9-Feb-23
Residential Facility Tracker (RFT) Collection	
TSDS ready to load data to eDM	1-Aug-22
RF Tracker ready for users to promote data	12-Sep-22
All RF Tracker data up to this point must be promoted, validated and fatal free	9-Dec-22
RF Tracker ready for users to complete	15-May-23
RF Tracker submission due date for LEAs	20-Jul-23
RF Tracker data available to customers	3-Aug-23
PEIMS Fall Submission (Sub 1)	
TSDS PEIMS ready to load data to eDM	1-Aug-22
PEIMS Fall submission ready for users to promote data	12-Sep-22
Close of school-start window - Last Friday in September	30-Sep-22
PEIMS Fall snapshot date	28-Oct-22
TSDS PEIMS Fall ready for users to complete, approve, and accept submissions	31-Oct-22
Requests to retire Unique IDs due at TEA for PEIMS Fall first submission	2-Dec-22
PEIMS Fall first submission due date for LEAs and ESCs	8-Dec-22
Requests to retire Unique IDs due at TEA for PEIMS Fall resubmission	13-Jan-23
PEIMS Fall resubmission due date for LEAs and ESCs	19-Jan-23
PEIMS Fall data available to customers	16-Feb-23
PEIMS Mid-Year Submission (Sub 2)	
PEIMS Mid-Year submission ready for users to promote data	14-Nov-22
TSDS PEIMS Mid-Year ready for users to complete, approve, and accept submissions	19-Dec-22
PEIMS Mid-Year first submission due date for LEAs and ESCs	26-Jan-23
PEIMS Mid-Year resubmission due date for LEAs and ESCs	9-Feb-23

PEIMS Mid-Year data available to customers	2-Mar-23
PEIMS Summer Submission (Sub 3)	
PEIMS Summer submission ready for users to promote data	27-Feb-23
TSDS PEIMS Summer ready for users to complete, approve, and accept submissions	15-May-23
Requests to retire Unique IDs due at TEA for PEIMS Summer first submission	9-Jun-23
PEIMS Summer first submission due date for LEAs	15-Jun-23
Requests to retire Unique IDs due at TEA for PEIMS Summer resubmission	14-Jul-23
PEIMS Summer resubmission due date for LEAs	20-Jul-23
PEIMS Summer data available to customers	21-Sep-23
PEIMS Extended Year Submission (Sub 4) if applicable	
PEIMS Extended Year submission ready for users to promote data	27-Mar-23
TSDS PEIMS Extended Year ready for users to complete, approve, and accept subm	31-Jul-23
Requests to retire Unique IDs due at TEA for PEIMS Extended Year first submission	18-Aug-23
PEIMS Extended Year first submission due date for LEAs	31-Aug-23
Requests to retire Unique IDs due at TEA for PEIMS Extended Year resubmission	8-Sep-23
PEIMS Extended Year resubmission due date for LEAs	21-Sep-23
PEIMS Extended Year data available to customers	19-Oct-23
State Performance Plan Indicator (SPPI) 14 Collectn	
TSDS ready to load data to eDM	1-Aug-22
SPPI-14 ready for users to promote data	12-Sep-22
SPPI-14 ready for users to complete	31-Oct-22
SPPI-14 submission due date for LEAs	16-Feb-23
SPPI-14 data available to customers	2-Mar-23
Class Roster Collection - Fall Submission	
TSDS ready to load data to eDM	1-Aug-22
Class Roster Fall ready for users to promote data	12-Sep-22
Class Roster Fall snapshot date – Last Friday in September	30-Sep-22
Class Roster Fall ready for users to complete	30-Sep-22
Class Roster Fall submission due date for LEAs	20-Oct-22
Class Roster Fall data available to customers	3-Nov-22
Class Roster Collection - Winter Submission	
TSDS ready to load data to eDM	1-Aug-22
Class Roster Winter ready for users to promote data	30-Jan-23
Class Roster Winter ready for users to complete	24-Feb-23
Class Roster Winter snapshot date – Last Friday in February	24-Feb-23
Class Roster Winter submission due date for LEAs	30-Mar-23
Class Roster Winter data available to customers	13-Apr-23
Special Education Language Acquisition Collection	

TSDS ready to load data to eDM	1-Aug-22
Special Education Language Acquisition ready for users to promote data	12-Sep-22
Special Education Language Acquisition ready for users to complete	15-May-23
Special Education Language Acquisition submission due date for LEAs	22-Jun-23
Special Education Language Acquisition data available to customers	6-Jul-23
Charter School Waitlist Collection	
TSDS ready to load data to eDM	1-Aug-22
Charter School Waitlist ready for users to promote data	12-Sep-22
Charter School Waitlist ready for users to complete	30-Sep-22
Charter School Waitlist snapshot date - Last Friday in September	30-Sep-22
Charter School Waitlist submission due date for charter schools	28-Oct-22
Charter School Waitlist data available to customers	11-Nov-22
Child Find	
Child Find ready for users to complete	15-May-23
Child Find submission due date for LEAs	27-Jul-23

TSDS Unique ID

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

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

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

CAMPUS DATA

CAMPUS DATA

Program Contact and Accountability

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

Definition

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

Importance of Accurate Computer Data

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

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

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

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

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

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

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

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

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

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

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

Data Quality

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

Data to be reviewed

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

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

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

Placement

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

Verification Reports and Timelines

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

Source: Region XVII ESC

*Have a sign off sheet returned affirming verification

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

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

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

Impact of Inaccurate Campus Data

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

TEA Funding or Compliance Audits

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

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

RECORD TAMPERING

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

ATTENDANCE ACCOUNTING

ATTENDANCE ACCOUNTING

Program Contact and Accountability

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

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

Definition

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

2.2.5 Attendance System Procedures Manual

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

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

Eligibility

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

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

ADA is based on the number of days of instruction in the school year. Every school must have an instructional day that is at least seven hours in length.

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

Texas Education Agency Rules

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

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

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

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

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

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

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

IMPORTANT

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

Policy on Classroom Attendance

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

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

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

The role of the teacher is to:

- Take attendance at the official time designated and for each class period in grades 6-12.
- Maintain accurate attendance records and verify accuracy of Student Management System records.
- Send excuse notes from parents to the office in a timely manner.
- Notify parents when a student returns from an absence without an excuse or has been absent for three or more days.
- Ensure that students make up work for excused and unexcused absences.
- Complete an attendance referral form for appropriate students, in accordance with district guidelines.

Teacher Classroom First Day of School Procedures

Classroom First Day of School Procedures

1. Use the Classroom Roster provided by the clerk to take attendance at the designated time. On the first day of school no student is considered absent. **Absences DO NOT start until a student has attended school at least one day.**
2. On the roster mark one single line through the name of any student on the list who is not in the classroom at official attendance time and mark NS to the right of the student's name.
3. Send the students to the counselor's office or other location designated by your principal if they are in your class without being in your roster. Add the names of any students present in your classroom during attendance time whose names are not on the roster, but whom you accepted into class with documentation from the office.
4. Record the total number of students present and sign and date the roster in blue or black ink (no pencil).
5. Do not "trade" students with another teacher

Roster Reminders:

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

- No erasures or white out
- Must be signed and dated by official ADA Teacher
- Send the student to the counselor's office or other designated area if they are in your classroom without being on your roster
- If errors are made on any official attendance document, strike one line through the error, enter corrections nearby, and initial in ink.

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

Classroom Second Day of School Procedures

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

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

Daily Attendance Procedures

1. Teachers begin taking attendance within the Student Management Software on August 29.
2. The official ADA time is at 9:30 am each day for Kindergarten- 8th grade and 9:40 am for 9th grade - 12th grade. Attendance is taken each period in grades 6-12. Teachers must have their attendance submitted into the Student Management Software. Failure to report attendance within the allotted time may result in a formal write-up.
3. Students must be physically in attendance to be considered present. A student who is not in attendance, must be marked absent.

Attendance Clerk Procedures

Tasks Prior to Opening of School

1. Train staff on the first day of school and days thereafter attendance procedures.
2. Ensure teachers are able to access the class rosters in Skyward and email teachers with written instructions on how to document a “No Show” on day 1 and an absence the following days (Attendance Flyer and video).
3. Print attendance rosters a day prior at the end of the work day to ensure the latest updates are reflected.
4. Verify the ADA time/period within the Student Management System. **Note: Students must arrive by 9:30 am for Kindergarten -8th grade and 9:40am for 9th grade - 12th grade to be counted as “Present” for ADA.**
5. Work with campus administration to coordinate support for 1st day attendance that includes picking up rosters, calling “No Show” students and front desk traffic.

Attendance Clerk First Day Procedures

Attendance clerks and Campus Registrar shall reconcile the 1st day attendance. The 1st day reconciliation process must be completed no later than 2:00 pm on the 1st day of school.

1. After all attendance has been collected, compare lists to verify “no show” students who may be listed as present on another list. If a “no show” student is found on another list, correct the student’s “no show” status. Check the students’ schedule and make any necessary corrections.
2. For high school campuses taking online attendance, run attendance reports and confirm students who are marked absent by one teacher, are not marked present by another teacher.
3. Update in Skyward all confirmed No Show students.
4. Print the following reports for verification:
 - A.No Show Report found in Data Mining (created by Sheryl).
 - B. Daily Balancing Summary, Attendance clerks print out daily. WS/OF/AT/RE/AR/DR/DB. The grand total should equal the corrected counts.
 - C. Enrollment Report :WS\OF\AT\RE\AR\ER -Use this report to confirm entity counts with students enrollment.
 - D. Suspect or Questionable Attendance Report:WS\OF\AT\RE\VR\SQ
 - E. The campus principal shall review, sign and submit the 1st day reports to the District Registrar by end of day.
5. Send to your district registrar the 1st Day Campus Headcount form by 2:00pm. District registrars will compile their area totals and send them to PEIMS by 4:00pm.
6. Update student No Shows in Eklipse to reflect “Z-no show”. Counts in Eklipse and Skyward must be identical.
7. Accept any new families into the vacancies.

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

NOTE: Before attendance is posted for the first time for the school year, it is critical that ALL “No Show” students

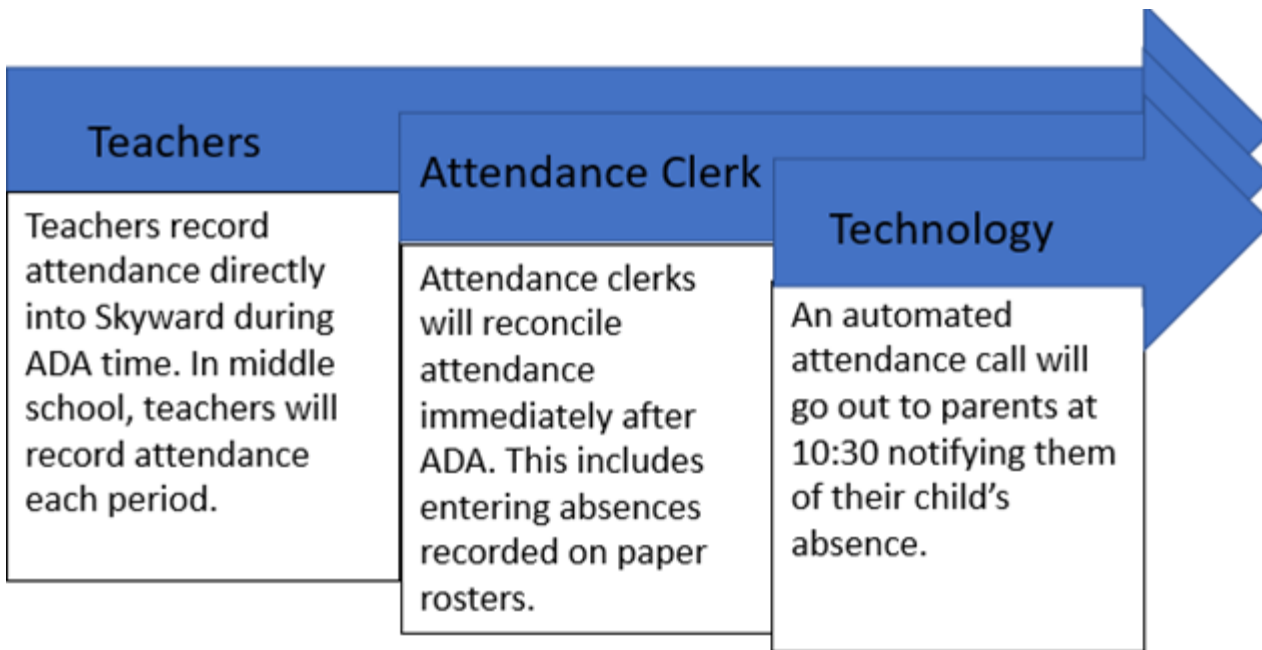
have been withdrawn and that enrollment has been verified as correct by grade level totals and names

Reminder:

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

Daily Attendance Procedures

1. Teachers record attendance directly into Skyward during ADA time. In secondary school, attendance is recorded each period.
2. The official ADA time is at 9:30 am each day for Kindergarten through 8th grade and 9:40 am for 9th grade through 12th grade.
3. Attendance clerks will reconcile attendance immediately after ADA. This includes entering absences recorded on paper rosters.
4. An automated attendance call will go out to parents at 10:30 notifying them of their child’s absence.



Data Integrity

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

District Special Programs Department will:

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

Campus Special Programs Designated Personnel will:

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

PEIMS Department will :

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

Membership Reporting

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

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

Reconciliation of Student Membership

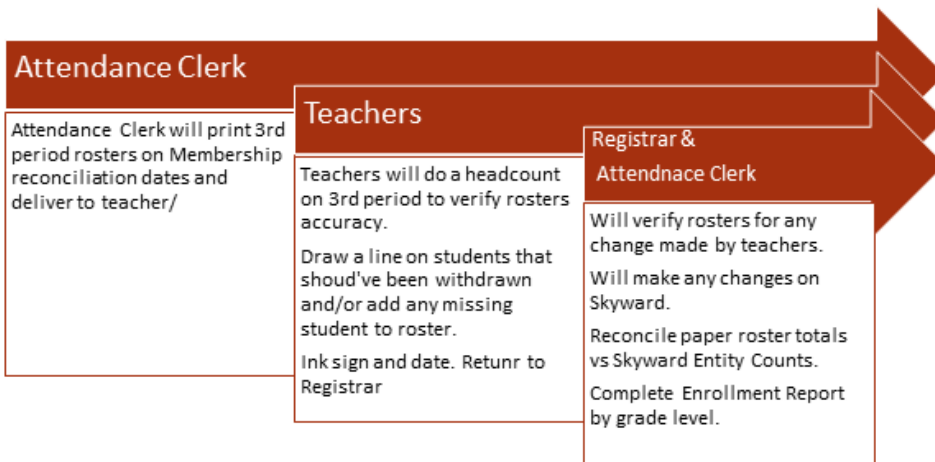
Student membership from the teacher’s roster is to be reconciled to the attendance accounting records, Skyward, at the end of the first and fourth 6-week reporting periods.

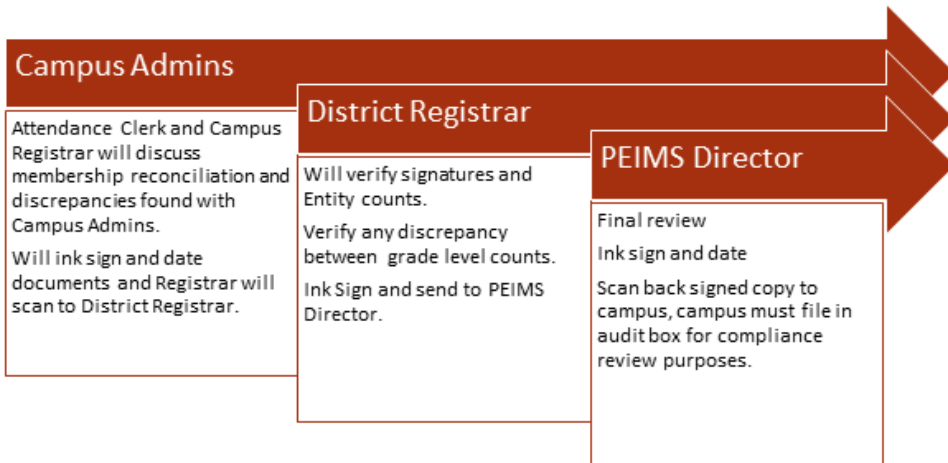
The 1st 6 weeks reconciliation is to verify that all students are reported on attendance records and that “no show” students have been purged from the attendance accounting system (Skyward) . The Teacher Membership Report (Attendance Worksheets) for 3rd period shall be used before the end of the first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

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

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

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





Average Daily Attendance (ADA) Rules and Exceptions

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

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

Compulsory Attendance

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

School Attendance Committee

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

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

Withdrawals

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

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

- Note the effective date of withdrawal and the withdrawal code (see International Leadership of Texas Charter School Withdrawal Codes) .
- Write the applicable information on the Membership/Transaction Log using the effective date of withdrawal.
- It is critical that withdrawals be posted to the computer files on a daily basis to avoid conflicts with other schools or within the statewide TSDS file.
- Campus Administration shall conduct an exit interview with each family.

Withdrawal Procedures for Non-Attending Students

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

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

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

Attendance Best Practices

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

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

AT-RISK

AT-RISK

Program Contact and Accountability

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

Responsibility

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

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

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

Definition

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

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

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

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

of school if the student did not advance from pre-kindergarten or kindergarten to the next grade level only as the result of the request of the student's parent;

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

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

Documentation Requirements

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

DOCUMENTATION REQUIREMENTS

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

TEA Funding or Compliance Audits

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

Best Practices to Ensure Data Quality for At-Risk Data

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

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

BILINGUAL/ESL

BILINGUAL/ESL

Program Contact and Accountability

Dr. Laura Carrasco, Deputy Superintendent of Academics and Student Services, LCarrasco@ILTexas.org

Frank Miller, Senior Executive Director of Special Programs

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

Responsibility

Principals shall designate a Bilingual/ESL Program Administrator (LPAC AP) to whom all questions related to Emergent Bilingual (EB) students and verification of PEIMS coding should be directed.

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

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

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

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

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

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

Student Detail Report to ensure that coding is correct.

Students in grades K through 12th who are counted for funding in the bilingual/ESL program must be served in a bilingual/ESL program. ILTexas has two program models of service: a) Dual Language Immersion and b) Pull out-ESL. Students in grades K-5 must be served by certified bilingual and ESL teachers. Students in grades 6-12 must be served by Language Arts/English teachers who are also ESL certified.. LPAC recommendation of services must be documented in the student's permanent record folder. Students not served in a state required program must be served in a program approved by the Agency under an Exception or Waiver.

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

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

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

LPAC Data Collection/Organization

A student's placement in a Bilingual/ESL program is determined by the LPAC committee after review of the student's Home Language Survey (HLS), Teacher Observations, and a review of the student's LAS Links or LAS assessment. If a student is placed in a Bilingual/ESL program, all the documentation related to students' EL status will be housed on the Project ELL platform.

Language Proficiency Assessment Committee (LPAC) Folder

The following contents must be included in the LPAC Folder.

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

LPAC Decision for State Assessments (Project ELL)

- End of Year LPAC paperwork
 - Report on Student Progress (Project ELL)
 - Monitoring of Exited Students (Project ELL)
 - Notification and approval of Exit (Project ELL)

Bilingual/ESL Entry Process

LPAC Time Requirements

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

Initial Registration

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

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

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

Assessment Information – Proof of a qualifying score on an approved OLPT (LAS links k-1st) and LAS Battery for grades 2-12. The official scores must be documented in the student's records in the LPAC minutes.

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

Parent Consent – Signed Parent Consent letter to place the EB student in a bilingual education or ESL program. This record must include the parent's signature and should contain a "date completed by parent" or "date received by district". Parent Consent letter is housed in the EB student's folder in Skyward and is signed by the parent upon student enrollment. If the student is identified at ILTexas as an EB student, a Parent Notification Letter is uploaded to the parent portal in Skyward. .

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

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

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

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

Timelines for Identification and Placement

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

Required Program

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

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

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

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

Program Service Issues for Secondary Programs

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

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

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

Funding Eligibility Requirements

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

Reclassification/Non-service Due to Withdrawal

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

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

Eligible Days Present

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

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

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

[ILTexas Trilingual Program Handbook](#)

CAREER AND TECHNICAL EDUCATION

CAREER AND TECHNICAL EDUCATION

Program Contact and Accountability

Dr. Laura Carrasco, Deputy Superintendent of Academics and Student Services, LCarrasco@ILTexas.org

Frank Miller, Senior Executive Director of Special Programs, fmiller@iltexas.org

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

Responsibility

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

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

Contact Hour Eligibility and Information

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

1. Each CTE course must be taught by a qualified/certified teacher¹⁵⁵ as defined in 19 TAC Chapter 231, Subchapter E. This requirement does not apply to an open-enrollment charter school unless the school's charter states that a CTE course must be taught by a qualified/certified CTE teacher. It also does not apply to a district of innovation to the extent the district's innovation plan allows the use of uncertified teachers in CTE classes. Teachers with less than a bachelor's degree are not eligible to teach CTE courses that meet graduation requirements for English language arts and reading, science, mathematics, or fine arts.
2. The campus bell schedule and the school calendar must document the average number of minutes per day in the CTE class. The CTE coding must equal the total number of one-hour approved CTE class periods in which the student is enrolled.

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

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

CTE Course’s Average Minutes per Day	CTE Code
45–89	V1
90–134	V2
135–180+	V3

Each CTE course must be reviewed separately to determine the average minutes per day students attend that course in a 10 school day period. Three contact hours (V3) is the maximum an LEA may claim for a single course. Average minutes per day must be computed by reviewing a complete cycle of classes. For example, if a course meets on even numbered days of the month, LEA personnel must review a two-week cycle. (One week, the course will meet on Monday, Wednesday, and Friday, and the next week, the course will meet on Tuesday and Thursday.) LEA personnel divide the total number of CTE minutes for the course, for a complete cycle of courses, by the total number of school days during the cycle.

Once LEA personnel have determined average minutes, they assign the applicable code to each CTE course. They then assign all students attending that CTE course the corresponding CTE code.

For students who are enrolled in more than one CTE course, each course is assigned a separate code. CTE codes cannot be combined due to varying course weights as a result of tiered funding.

No matter what CTE V-code is assigned to a CTE course, LEA personnel must record the total number of eligible days present for the student in that CTE course with the course's V-code for each six-week reporting period in the Student Detail Report. When computing the Campus Summary Report (2.3.2 Campus Summary Reports), LEA personnel must determine the CTE V-code to assign to a student's CTE course separately based on the CTE course's average minutes per day over a 10 school day period. (See the chart in 5.5. CTE (Contact Hour) Codes.) LEA personnel multiply the number of eligible days present for each student in each CTE course code by the corresponding V-code contact hour multiplier to derive contact hours. Each CTE V-code has a different contact hour multiplier.

Use the following chart when computing CTE contact hours:

CTE Code	Contact Hour Multiplier
V1	1.00
V2	2.00
V3	3.00

CTE Weighted Funding Tiers (Calculated by TEA)

Tier 1	*Not in a program of study	Weight = 1.1
Tier 2	*Level 1 and Level 2 CTE Course	Weight = 1.28
Tier 3	*Level 3 and Level 4 CTE Course	Weight = 1.47

Total CTE contact hours = eligible CTE days × contact hour multiplier

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

Code 4 - not enrolled in CTE courses

Students who never enrolled or did not complete any high school CTE course as defined by 19 TAC Chapter 126(C), 127(B), or 130 must have their CTE Participation code entered as 4

Code 5 – CTE Program Participant

A student completing either only one CTE course for any number of credits or more than one course for less than two credits where a CTE course as defined by 19 TAC Chapter 126(C), 127(B), or 130 (the student does not have to pass or receive credit) must have their CTE Participation code entered as 5.

Code E – CTE Program Explorer

A student completing two or more high school CTE courses for a total of two or more credits defined by 19 TAC Chapter 126 (C), 127 (B) or 130 and not a participant, concentrator or completer (the student does not have to pass or receive credit) is coded as E.

Code 6 – CTE Program Concentrator

A student completing and passing two or more 19 TAC Chapter 126 (C), 127 (B) or 130 CTE courses for a total of at least two credits within the same program of study and not a completer is coded as 6.

Code 7 – CTE Program Completer

A student completing and passing three or more 19 TAC Chapter 126 (C), 127 (B) or 130 CTE courses for a total of four or more credits within a program of study, including one level three or level four course from within the same program of study is coded as 7.

Participation codes describe the individual student’s plan of study and do not affect campus funding. Data quality requires that both of these must be accurately maintained.

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

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

CTE contact hours may not be claimed when a student receiving CTE services is placed in a disciplinary setting (for example, in-school suspension or DAEP) for more than five consecutive days if the same amount and type of CTE services are not provided by a CTE teacher. After five consecutive days without CTE services being provided, LEA personnel must remove the student from the TSDS PEIMS 42401 Special Programs Reporting Period Attendance Extension eligible days present effective the first day of placement in the disciplinary setting.

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

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

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

7. A student is not eligible to receive any CTE contact hours for participating one hour in a two hour course or for one or two hours in a three-hour course.
8. State approved CTE courses are listed in Section 4, Code Table C022 of the Legacy PEIMS Data Standards. Courses with two or five asterisk service ID notation(s) have not been approved for the additional state CTE funding weight and should not be coded in the attendance accounting system as V1, V2, V3
 - a. Districts that offer instruction in CTE courses that are not approved for the additional state CTE funding weight do not report students served in these courses on the 410 Record (CTE- Student). However, these courses are reported on the student's PEIMS 170 record on the Fall Snapshot date. Students enrolled in grade 9-12 courses that are not approved for weighted funding must be reported on the 415 Record in Submission 3
 - b. CTE courses not approved for weighted funding are reported as PEIMS Program Intent Code 11 (Program Intent Code 22 is reserved for CTE courses eligible for weighted funding.)
9. If the campus obtains CTE department approval and the community college meets all Texas Administrative Code requirements for dual credit courses, then the campus may offer Dual Credit courses. The secondary course syllabus and textbook must correspond to the college syllabus and textbook. All students enrolled in a course resulting in dual credit for both a college course and an approved secondary CTE course are eligible to be counted for CTE contact hour funding.
10. If the CTE teacher holds a valid certificate for Advanced Technical Credit (ATC) then the campus may offer an ATC course under a separate PEIMS number. All students enrolled in a course resulting in banked college credit through an approved secondary CTE course are eligible to be counted for CTE contact hour funding.
11. Each career preparation class utilizing the work-based learning delivery arrangement must consist of student participation in work based training appropriate to the instructional program plus participation in related CTE classroom instruction. Time spent at the training site is instructionally engaged time. Up to 120 minutes per day required time at the training stations counts towards meeting full-time and half-time attendance requirements. The classroom component must address all the TEKS for the course. The training site will provide students with a variety of learning experiences that will give them the broadest possible understanding of the business or industry.

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

12. Use the following chart to determine the CTE code for students in Career Preparation

Classroom Instruction	Work-Based Instruction	Units of Credit	CTE Code
1 class period per day (average)	10 hours per week (average)	2	V2
1 class period per day (average)	15 hours per week (average)	3	V3

13. Use the following chart to determine the CTE code for students participating in a practicum learning experience.

Combination of Classroom Instruction and Work-Based Instruction (Work Site or Lab Based)	Unite of Credit	CTE Code
2 class periods per day (average)	2	V2
3 class periods per day (average)	3	V3

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

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

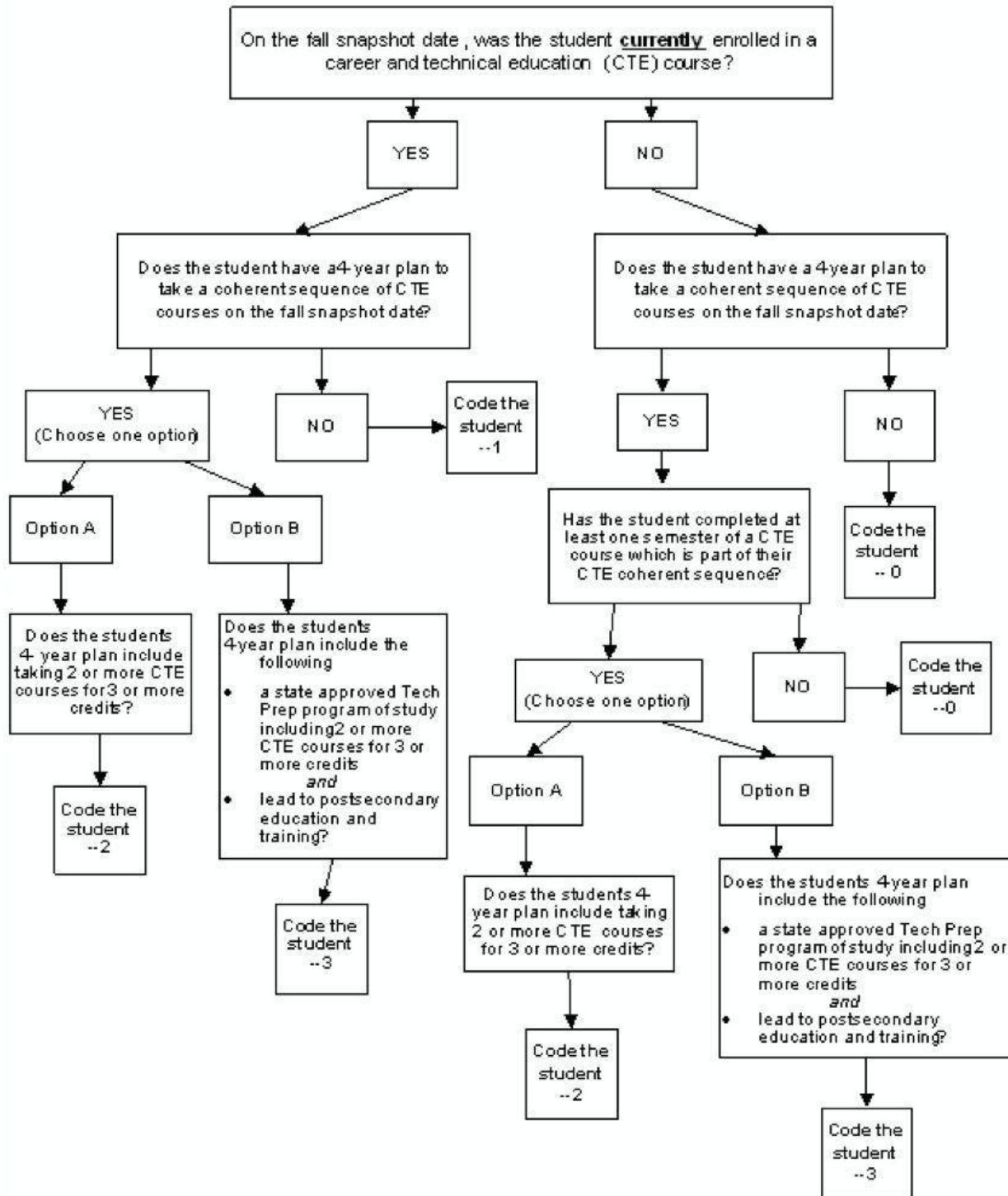
If a student’s employment ends prior to the end of the school year, contact hours may be counted without interruption provided the student’s paid work- based training resumes within 15 instructional days and a written training agreement is on file within 15 instructional days of employment.

16. A teacher assigned to teach courses involving work-based learning experiences, both paid and unpaid, must visit each student training site at least six times each school year. The teacher must be provided time within his or her schedule to visit the training sites. The training site visits must not be conducted during the teacher’s planning and preparation period.160 Regardless of the length of a grading period, at least one training site visit must be conducted during each grading period to earn contact hours for that reporting period.

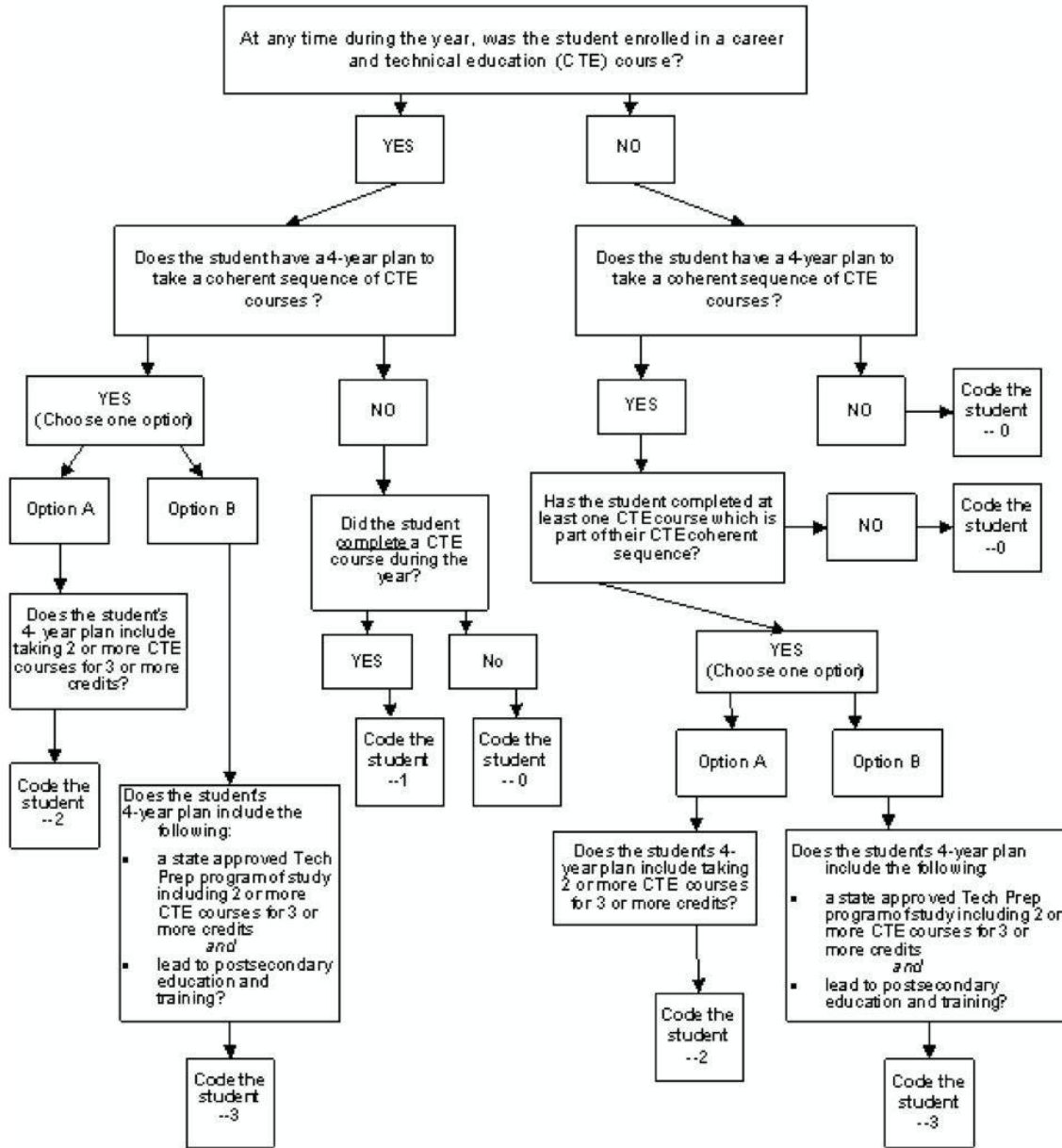
For auditing purposes, verification of the one visit per six weeks to each training station by the supervising instructor must be maintained by the Career and Technology Department.

17. Campuses that plan to offer CTE content by independent study should first seek approval from the CTE department which will refer to rules governing such instructional delivery as outlined in Section V, of the *Student Attendance Accounting Handbook*.
18. Documentation -In order to claim CTE contact hours for funding, documentation must be complete. All documents supporting students' eligibility must be on file for every student accumulating CTE eligibility days present on the Student Detail Report. Documentation requirements include but are not limited to:
 - a. adequate documentation of a student's entry into the program, services in the program, and withdrawal from the program must be available;
 - b. an approved form from TEA or authorized approval entity for magnet courses or innovative courses must be on file in order to obtain CTE funding for these courses;
 - c. signed affidavits (by the principal or designee) affirming student eligibility;
 - d. four year plans or coherent sequence of courses signed by the student listing specific CTE courses by name and number; or
 - e. documentation of a student's temporary removal from CTE (such as discipline records and CEHI records) to warrant turning off the weighted funding.

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



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



Source: Legacy PEIMS Data Standards

COURSE COMPLETION

415 COURSE COMPLETION DATA

Accountability

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

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

General

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

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

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

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

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

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

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

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

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

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

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

DISCIPLINE

DISCIPLINE

Accountability

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

Disciplinary Role of ILTEXAS Staff

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

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

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

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

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

Disciplinary Action Data – Student

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

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

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

A discipline record is required for each disciplinary action taken against any student which results in the removal from his regular

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

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

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

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

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

Guidelines Regarding Offenses

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

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

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

Retention of Disciplinary Records

NOTE: “TEC §37.017 Destruction of Certain Records” states information received by a school district under Article 15.27, Code of Criminal Procedure, may not be attached to the permanent academic file of the student who is the subject

of the report. The school district shall destroy the information at the end of the school year in which the report was filed. In light of this requirement to destroy information received under Article 15.27, Code of Criminal Procedure, the district must retain documentation other than the information received under Article 15.27, Code of Criminal Procedure to support the discipline data submitted on the 425 record for a period of 5 years.

DISTRICT OFFENSE CODES

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

DISTRICT OFFENSE CODES - Cont.

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

DISTRICT ACTION CODES

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

Expulsion Procedure

Expulsion Requires Principal's Recommendation

The campus Principal has sole authority to recommend expulsion, the discretion to do so for Level III Offenses, and the duty to do so for Level IV Offenses. The Principal recommends expulsion by promptly transmitting a written **Principal's Memo Recommending Expulsion** to the Area Superintendent with copies to PEIMS, the Superintendent-CEO, the Deputy Superintendent of School Leadership, the Chief Legal Officer, and the Chief of Staff.

Expulsion in SPED-504-Child Find Cases Requires Prior Determination of No Manifestation

When the student being recommended for expulsion is eligible for **Special Education** services ("SPED") or for an accommodation for a **disability** ("504") or the Principal determines that the student meets the criteria for **Child Find**, the Principal shall promptly confer with the appropriate **Special Populations** department (**Area SPED Coordinator** or **Campus Counselor**) to ensure that a properly constituted **Manifestation Determination Review ("MDR") Committee** schedules and conducts the MDR. The MDR determines whether the recommendation for expulsion may go forward. In such a case, the Principal's Memo Recommending Expulsion shall:

- State that the student is a **Special Populations** student for whom an Expulsion Hearing should not be scheduled unless the MDR Committee determines that at least one Offense alleged in the Recommendation was neither a manifestation of a special need or disability nor a manifestation of the school's failure to accommodate said disability or serve said need.
- Inform the Area Superintendent of the date and time that has been set for the Manifestation Determination Review (SPED, 504) or Evaluation (Child Find).

If the MDR Committee determines that every Offense forming the basis of the recommendation was a manifestation of a special need or disability identified by an Evaluation or of the school's failure to serve said need or accommodate said disability, the Principal shall transmit a **Revised Notice of Recommendation of Expulsion** to the Area Superintendent and other above-listed recipients. Said Revised Notice shall state that the recommendation is withdrawn, shall recite the date of the MDR, and shall distinctly point out the MDR Committee's two-step determination as to each alleged Offense.

If the MDR Committee determines that at least one Offense forming the basis of the recommendation was not a manifestation as set forth above, the Principal shall transmit a **Revised Principal's Memo Recommending Expulsion** to the Area Superintendent and other above-listed recipients. Said Revised Notice shall state that the case is ready for an Expulsion Hearing and shall:

- State the date of the MDR;
- Distinctly point out the Committee's two-step determination as to each Offense alleged in the original

recommendation; and

- Restate the Offenses forming the basis of the recommendation as revised, reciting the dates, Offenses and facts of only those Offenses that were determined not to be manifestations.

Expulsion Requires Area Superintendent's Approval

The Principal's prompt transmission of the Principal's Memo Recommending Expulsion to the Area Superintendent ensures that the Area Superintendent is aware of all pending serious discipline cases as they arise within the Area.

At any time after a Principal has recommended a student for expulsion, the Area Superintendent has discretion to deny the recommendation, in which case the consequences assignable to the alleged misconduct will be limited to on-campus student discipline measures. The Area Superintendent memorializes such a denial by issuing an **Area Superintendent's Memo** stating that the recommendation is denied.

If the student being recommended for expulsion is a **General Education** student, the Area Superintendent has discretion to approve the recommendation by issuing the aforementioned Area Superintendent's Memo directing that a Level I Discipline Hearing be conducted based on the recommendation.

If the student being recommended for expulsion is **other than a General Education student**, the Area Superintendent has discretion to approve the recommendation only if the Principal notifies the Area Superintendent that a **Manifestation Determination Review ("MDR") Committee** has determined that at least one alleged Offense was not a manifestation of a disability or special need nor of a failure to accommodate said disability or serve said need. Thus, an Expulsion Hearing may not be scheduled while an Evaluation or MDR is pending. If the MDR determines that every one of the alleged Offenses was a manifestation, then the expulsion recommendation will not receive a hearing, the student will continue enrolled, and the appropriate **ARD** or other review will be conducted at the campus level.

Expulsion Requires a Hearing Officer's Decision

Only an independent Hearing Officer designated pursuant to authority of the Superintendent may order expulsion of a student for misconduct. When an Area Superintendent's Memo has been issued approving a recommendation for expulsion, the Area Executive Admin and the Hearing Officer will schedule, notice and conduct a Level I Discipline Hearing, also referred to as an Expulsion Hearing.

Within 24 hours after concluding the Expulsion Hearing, the Hearing Officer shall issue a Notice of Decision after Expulsion Hearing including a statement of whether the student is expelled and, if expelled, for what duration.

The Hearing Officer may determine that expulsion is appropriate and hold the expulsion in abeyance, in which case the student remains enrolled on such conditions as the Hearing Officer specifies in the Notice of Decision. If such a student later violates the terms of the abeyance, the Principal may transmit a Revised Principal's Memo Recommending Expulsion describing the violation and requesting that the student be removed from enrollment. An Area Superintendent who receives such a Revised Principal's Memo Recommending Expulsion has discretion to forward it to the Hearing Officer who originally decided the case. That Hearing Officer will issue a Revised

Notice of Decision after Expulsion Hearing ordering the student's removal, *i.e.*, expulsion, and stating the grounds for the removal.

PEIMS and Campus Actions when a Student is Expelled

Within 24 hours after receiving the Hearing Officer's Notice of Decision after Expulsion Hearing, if the Notice of Decision includes an order to expel the student:

- The Campus Registrar will:
 - Add or update the leaver code to "78, expelled, cannot return" in the student's Entry/Withdrawal history.
 - Process the withdrawal paperwork in Skyward according to the expulsion effective date as stated in the Notice of Decision.
 - Update Eklipse to reflect that the student was expelled, entering a note stating the length of expulsion.
 - The District PEIMS & Compliance Specialist will add the disciplinary action code "01, Expulsion Without Placement" to the student's discipline history and will notify the student's home District by email.

PEIMS and Campus Actions when a Student is Expelled

Within 24 hours after receiving the Hearing Officer's Notice of Decision after Expulsion Hearing, if the Notice of Decision includes an order to expel the student:

PEIMS and Campus Actions when a Decision is Issued on a Level II Appeal of an Expulsion

Within 24 hours after receiving a Notice of Decision after Appeal Hearing, if said Notice includes an order modifying a previous expulsion, the Campus Registrar and the District PEIMS & Compliance Specialist shall revise the aforementioned data entries to reflect the decision.

ECONOMICALLY DISADVANTAGED

ECONOMICALLY DISADVANTAGED/FREE AND REDUCED LUNCH

Program Contact and Accountability

Larry Albritton, Executive Director of Food Service, lalbritton@iltexas.org

Esther Galvan, Administrative Assistant, egalvan@iltexas.org

Definition

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

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

Eligibility

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

Auditing

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

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

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

Application Form

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

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

Direct Certified Status

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

Direct Certification

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

Period of Enrollment

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

Census Block Group Number

HB3 requires that Texas Local Education Agencies (LEAs) report a census block group number for each economically disadvantaged student. Student census block group numbers are obtained from an API interface with our SMS, Skyward.

GIFTED AND TALENTED

GIFTED AND TALENTED

Program Contact and Accountability

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

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

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

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

Gifted Characteristics

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

Assessment Data

- o Ability test

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

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

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

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

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

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

well (i.e., competitions, clubs, extracurricular activities, etc). As part of our campus master schedule, each grade level will have a designated enrichment period whereby GT identified students (as well as others) will have an opportunity to be challenged on their level. Furthermore, part of the IL Texas GT service design is offering opportunities for acceleration as students qualify based on credit by exam qualification.

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

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

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

Acceleration

Content Acceleration

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

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

Grade Level Acceleration K-5

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

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

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

Course Acceleration 6-12

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

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

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

Exam Windows

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

Testing Windows:

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

Students may attempt the exam up to two times per subject.

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

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

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

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

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

Campus GT Leads

GT Leads will meet at least once per semester with Director of Advanced Academics/GT (Ashley Neuschwander Neeper; aneuschwander@iltexas.org). GT Leads will be charged with leading their campuses towards full implementation of the above components of our GT program. GT Leads will serve as Subject Matter Experts and will need to assist either in

person or other communication with GT-SSTs or Pre-GT-SSTs to help guide the committee in making the most instructionally sound decisions/ interventions for our GT kids and GT-IEPs as needed.

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

PEIMS Reporting

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

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

Authority: State Law

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

GT Coding Within Student Information System (Skyward)

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

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

Documentation

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

following:

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

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

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

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

Gifted and Talented Definition

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

State Definition of the Gifted and Talented Student

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

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

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

Local Definition of Gifted and Talented

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

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

Goal of Gifted and Talented Services

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

Goals for K-12 Gifted and Talented Services

1. IDENTIFICATION

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

2. SELF-DIRECTED LEARNERS

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

3. COMPLEX THINKING SKILLS

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

4. APPROPRIATE INSTRUCTIONAL STRATEGIES

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

IMMIGRANT AND MIGRANT EDUCATION

IMMIGRANT AND MIGRANT EDUCATION PROGRAM

Program Contact and Accountability

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

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

Responsibility

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

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

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

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

Definition

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

The term migratory child means a child, ages 3-21, who is, or whose parent or spouse is, a migratory agricultural worker, including a migratory dairy worker, or a migratory fisher, and who in the preceding 36 months, in order to seek or obtain, or accompany such parent or spouse who seeks or obtains, temporary or seasonal employment in agriculture or fishing work and who:

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

Data Components

Data components for the SIS Migrant Panel are as follows:

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

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

Documentation Required to Support Data

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

Enrollment Procedure

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

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

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

Eligibility for Immigrant Funding

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

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

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

Required Documentation: Documents provided by parents at initial enrollment

Definition of an Immigrant Student

An immigrant student is defined as one who:

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

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

The criteria may include:

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

The criteria should exclude:

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

Immigrant students who meet eligibility will be coded with a "Yes" indicator in the IMMIGRANT Status Indicator grid

on the Immigrant PEIMS Coding panel, which is determined **automatically** by the original calculation based on Date Entered USA School. The only entry in this panel will be the date in the appropriate box. The system will calculate the years of eligibility once this process is completed.

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

Required Documentation: Home Language Survey

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

Ineligibility for State PEIMS Funding

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

Required Documentation

In order to claim Immigrant "PEIMS Eligible" years for funding, documentation must be complete. All documentation supporting student eligibility must be in the EB student's folder in Skyward and Project ELL for every student accumulating eligible immigrant years on the Immigrant PEIMS Coding Panel. The documentation requirements are: the Home Language Survey and the birth certificate or other identifying documents.

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

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

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

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

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

Quality Control

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

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

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

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

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

TEA Funding or Compliance Audits

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

LEAVERS AND GRADUATES

LEAVERS

Program Contact and Accountability

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

School Requirements

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

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

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

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

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

- ✓ Students enrolled in another Texas public school district

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

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

Documentation Requirements by LEAVER-REASON-CODE

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

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

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

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

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

	<p>situations in which the student has not met the requirements under TEC §38.001 or a corresponding rule of the Texas Department of State Health Services for immunization, provisional enrollment, or exemption. Subject to the exceptions in TEC §38.001(c), a student is required to be fully immunized against disease as required by the Texas Department of State Health Services (TEC §38.001(a)). A student may be provisionally admitted if the student has begun the required immunizations and continues to receive the necessary immunizations as rapidly as medically feasible (TEC §38.001(e)). Except as provided by TEC §38.001(c) or by rule of the Department of State Health Services, a student who is not fully immunized and has not begun the required immunizations may not attend school. For further information about enrollment procedures, please see the Student Attendance Accounting Handbook. For further information about immunization requirements, immunization exemptions, and immunization documentation, please contact the Texas Department of State Health Services.</p> <p>Documentation requirement: Due process documentation supporting the withdrawal. All district actions to withdraw a student must be documented or the documentation for use of this leaver reason code may be considered insufficient. For purposes of leaver reason code 83, due process is defined as completion of the following steps: 1. District provides oral or written notice, appropriately documented, to the student’s parent, guardian, or qualified student him- or herself of intent to withdraw the student, reasons for the withdrawal, effective date of withdrawal, and date of hearing or conference at which the parent, guardian, or qualified student will have an opportunity to respond to allegations that the student is not entitled to be enrolled in the district. Steps 2 and 3 are not required for cases in which the parent, guardian or qualified student agrees that the student is not entitled to enrollment in the district. Step 4 is always required for charter districts. 2. District provides a hearing or conference at which the district presents the reasons for withdrawal, and the parent, guardian, or qualified student is given the opportunity to respond to the reasons for withdrawal. 3. District provides a written report to the parent, guardian, or qualified student that contains the findings of fact and district decision following the hearing or conference. The written report shall include notice of the parents, guardians, or qualified student’s right to appeal the district’s decision. 4. Charter districts shall notify the school district in which the student resides within three business days of withdrawing a student from a charter school, per Texas Administrative Code §100.1211.</p>	
	<p>OTHER REASONS</p>	
<p>03</p>	<p>Student died while enrolled in school or during the summer break after completing the prior school year Definition and use: Self-explanatory. Documentation requirement: Acceptable documentation includes a copy of the death certificate or obituary, a program from the funeral or memorial service, a written statement from the parent or guardian, and written documentation of an oral statement by a parent or guardian stating that the student has died.</p>	
<p>16</p>	<p>Student returned to family’s home country Definition and use: Use for students who are leaving the United States to return to their home country. A student may be leaving with or without family members to live with his or her family, immediate or extended, in the home country. The citizenship of the student is not relevant in assigning this code. This code can also be used for foreign exchange students. Documentation requirement: Acceptable documentation is a copy of the Transfer Document for Binational Migrant Student completed at the time the student withdraws from school, signed and dated by an authorized campus or district administrator. Acceptable documentation is also a copy of the withdrawal form signed and dated by the parent/guardian or qualified student and a campus or district administrator. The withdrawal form should indicate that the student is leaving school because the student is returning to the home country and should specify the destination. An original signature is not required on withdrawal forms received in the district by</p>	

	<p>fax. Withdrawal forms received by e-mail do not need to be signed by the parent/guardian or qualified student. A signed letter from the parent/guardian or qualified student stating that the student is leaving school because the student is returning to the home country is also acceptable documentation. Acceptable documentation for foreign exchange students includes a written, signed, and dated statement from the student's host family or the foreign student advisor verifying the student's return to his or her home country. Other acceptable documentation is written documentation of an oral statement by an adult neighbor or other adult with knowledge of the family's whereabouts, signed and dated by an authorized campus or district administrator</p>
88	<p>Student was ordered by a court to attend a GED program and has not earned a GED certificate Definition and use: This code is for students who are court-ordered to attend a GED program and have not earned a GED certificate at any time during the prior school year, including the summer (through August 31) following the close of the prior year. Documentation requirement: Acceptable documentation is a copy of the court order stating that the student has been ordered to attend a high school equivalency or GED program. Documentation must include the name of the student, the date of the order, the name of the judge making the order, and the county in which the judge presides. The order should state that the court is ordering the student to attend a high school equivalency or GED program or to take a high school equivalency or GED exam.</p>
89	<p>Student is incarcerated in a state jail or federal penitentiary as an adult or as a person certified to stand trial as an adult Definition and use: Student is incarcerated in a state jail or federal penitentiary as an adult or as a person certified to stand trial as an adult. Documentation requirement: Acceptable documentation is one of the following: 1) Oral notification from a law enforcement agency, the office of the prosecuting attorney, or the jail or penitentiary, to an authorized representative of the district, that the student is incarcerated. The written statement of the oral notification shall be signed and dated by the authorized representative. 2) Written notification from a law enforcement agency, the office of the prosecuting attorney, or the jail or penitentiary, that the student is incarcerated.</p>
98	<p>Other(reason unknown or not listed above) Definition and use: This code is used for students who are withdrawn by the school district after a period of time because they have quit attending school and their reason for leaving is not known. It is also used for students who withdrew from/left school for reasons not listed above</p>

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

Graduates

Schools must enter appropriate leaver codes in their Student Management System for all students who have met all high school graduation requirements at any time during the prior school year, including the summer following the close of the prior year. To graduate, students must satisfy the requirements under 19 TAC, Section 74, Subchapter B. Special education students must satisfy requirements under 19 TAC, Section 89.1070. For GRADUATION-TYPE-CODE, report

the code that represents the program with the most stringent requirements that was completed by the student. References to the various Texas State Graduation Requirements are found on the TEA website at <http://www.tea.state.tx.us/curriculum/ugr.html>.

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

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

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

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

Students who leave during the school year

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

Students who fail to return in the fall

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

Leaver folders and documentation

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

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

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

and date the documentation to indicate the documentation acceptability.

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

Coding may not be changed after the final PEIMS Submission 1st re-submission date, nor may data be corrected through the appeals process. If the school makes a mistake in coding, the school owns it.

Dropouts

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

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

Campus of Accountability

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

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

District Requirements

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

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

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

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

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

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

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

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

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

TEA Funding or Compliance Audits

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

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

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

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

- An appropriate graduate leaver code missing from Status Field in Leaver Code

PREGNANCY RELATED SERVICES (PRS)

PREGNANCY RELATED SERVICES

Program Contact and Accountability

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

Responsibility

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

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

Data Component

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

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

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

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

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

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

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

Support Services are the optional components of a PRS program that may be provided to the student during the prenatal period of the pregnancy while the student is pregnant and attending school. In addition, Support Services may be provided during the prenatal or postpartum periods of pregnancy while the student is confined at home or hospital bedside for a valid medical necessity or recovering from delivery and being served with PRS CEHI. In all cases, Support Services

are provided to support the student and should not interfere with the academic services while she is on the school campus or receiving CEHI at home or hospital bedside. Districts offering support services with CEHI may code students as PRS in the attendance accounting system in order to receive the

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

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

Prenatal CEHI

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

Prenatal Confinement

- A student that is pregnant can be served at home or the hospital bedside when the pregnancy prenatal period prevents the student from attending classes. Districts that serve students during a prenatal confinement with PRS CEHI receive the 2.41 PRS weighted funding (i.e., student should continue to be coded in the attendance accounting system as receiving PRS while being at home).
- In all instances, the CEHI component of the PRS Program must be provided to the student during the prenatal confinement to receive the funding. (see Introduction)
- Providing the PRS support services during prenatal confinement is optional but may be necessary for the mental or physical health of the student to ensure that the student does not drop out of school.
- Documentation for each event of prenatal confinement must be obtained from a medical or nurse practitioner licensed to practice in the United States to document that a *medical necessity for confinement* has been determined to exist.

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

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

Postpartum Confinement

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

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

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

Beginning and Ending Postpartum Confinement

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

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

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

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

Break-in-Service Confinement

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

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

Enrollment Procedures

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

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

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

Withdrawal Procedures

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

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

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

Eligibility and Attendance

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

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

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

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

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

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

A student is to be counted present for:

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

Documentation

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

- PRS and District and Campus Improvement Plans

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

1. Include a description of the district's PRS program
2. Describe the specific services available to the student; and
3. Summarize the use of the compensatory education allotment for PRS in the strategies when the PRS Program is utilized to serve prenatal and postpartum students.

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

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

- In the event that CEHI is offered but not provided to student, written documentation must be maintained to explain why the student was not provided CEHI.
- The principal or superintendent affirms the propriety of student eligibility when affidavits are signed.

Quality Control

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

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

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

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

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

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

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

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

SPECIAL EDUCATION

SPECIAL EDUCATION PROGRAM

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

Program Contact and Accountability

Charles Hairgrove, Executive Director of Special Education, chairgrove@iltexas.org

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

Standard Procedures for Data Collection Responsibility

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

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

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

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

Eligibility Requirement or Mandated Procedures and Processes

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

Documentation and Quality Control Required to Support Coding

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

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

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

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

The following TEA examples of statements for Quality Control are:

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

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

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

For a complete review of documentation and quality control statements download and review Section IV Special

Education of the TEA SAAH.

Admission, Review, and Dismissal Meeting and Assessment Procedures

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

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

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

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

Special Education Audit Preparation

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

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

Individualized Education Program for the student.

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

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

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

504 PROGRAM

The following information is provided to support the International Leadership of Texas Charter School Data Quality Initiative and to report accurate and reasonable data for 504 and related services. The Office of Student Services strives to ensure that district and campus personnel providing service to students with disabilities understand the PEIMS data collection process and how it affects funding. Campus accountability and compliance issues are reviewed to address the accuracy of data entries and the integrity of decision makers.

Program Contact and Accountability

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

504 Records

According to the Office of Civil Rights (OCR):

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

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

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

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

TITLE I

TITLE I, PART A RESPONSIBILITY

Program Contact and Accountability

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

Definition

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

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

Title I, Part A, Schoolwide and Targeted Assistance Programs

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

Data Components

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

Schoolwide Campus

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

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

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

Eligibility Requirements

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

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

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

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

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

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

STUDENT HEALTH

HEALTH INFORMATION

DRUG-FREE SCHOOL

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

TOBACCO-FREE SCHOOL NOTICE

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

ASBESTOS MANAGEMENT PLAN

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

BACTERIAL MENINGITIS INFORMATION

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

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

What are the symptoms of bacterial meningitis?

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

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

Bacterial meningitis is a serious, potentially deadly disease that can progress extremely fast. If it is diagnosed early and treated promptly, the majority of people make a complete recovery. However, in some cases it can be fatal or a person may be left with permanent severe health problems or disability. How is bacterial meningitis spread?

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

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

How can bacterial meningitis be prevented?

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

Limit the number of persons you kiss.

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

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

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

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

Where can you get more information?

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

DISPENSING OF PRESCRIPTION MEDICATIONS AT SCHOOL

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

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

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

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

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

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

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

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

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

The nurse keeps no medications of any kind in stock.

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

ASTHMA AND ANAPHYLAXIS MEDICATIONS

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

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

SEVERE ALLERGIC REACTION

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

COMMUNICABLE DISEASES

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

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

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

IMMUNIZATIONS

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

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

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

Provisional Enrollment

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

A student may be enrolled provisionally if the student has an immunization record that indicates the student has received at least one dose of each specified age-appropriate required vaccine. To remain enrolled, the student must complete the required subsequent doses in each vaccine series on schedule and as rapidly as is medically feasible and provide acceptable evidence of vaccination to the school. ILTexas shall review the immunization status of a provisionally enrolled student every 30 days to ensure continued compliance in completing the required doses of vaccination. If at the end of the 30-day period, a student has not received a subsequent dose of vaccine, then the student is not in compliance and ILTexas shall exclude the student from school attendance until the required dose is administered.

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

Exclusions from Immunization Requirements

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

To claim exclusion for medical reasons, the student must present a statement signed by the student's physician (M.D. or D.O.), duly registered and licensed to practice medicine in the United States who has examined the student, in which it is stated that, in the physician's opinion, the vaccine required is medically contraindicated or poses a significant risk to the health and well-being of the student or any member of the student's household. Unless it is written in the statement that a lifelong condition exists, the exemption statement is valid for only one year from the date signed by the physician.

To claim an exclusion for reasons of conscience, including a religious belief, a signed Texas Department of State Health Services ("TDSHS") affidavit must be presented by the student's parent, stating that the student's parent declines vaccinations for reasons of conscience, including because of the person's religious beliefs. The affidavit will be valid for a period of two years. The form affidavit may be obtained by writing the TDSHS Immunization Branch (MC 1946), P.O. Box 149347, Austin, Texas 78714-9347, or online at <https://webds.dshs.state.tx.us/immco/default.aspx>. The form must be submitted to the Campus Principal within 90 days from the date it is notarized. If the parent is seeking an exemption for more than one student in the family, a separate form must be provided for each student. Students, who have not received the required immunizations for reasons of conscience, including religious beliefs, may be excluded from school in times of emergency or epidemic declared by the commissioner of public health. To claim exclusion for armed forces, the student must prove that he or she is serving on active duty with the armed forces of the United States.

Immunization Records Reporting

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

STEROID NOTICE

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

LAW ENFORCEMENT AGENCIES

Questioning of Students

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

STATE-MANDATED SCHOOL HEALTH SCREENING PROGRAM

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

DYSLEXIA AND RELATED DISORDERS

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

FITNESS TESTING

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

VISION AND HEARING SCREENING

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

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

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

SPINAL SCREENING

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

deformities during the previous year.

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

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

TEXAS RISK ASSESSMENT FOR TYPE II DIABETES

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

REFERRALS

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

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

INTERNATIONAL LEADERSHIP OF TEXAS
FOOD ALLERGY NOTIFICATION FORM

Dear Parents,

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

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

Please list any foods to which your child is allergic or severely allergic, as well as the nature of your child's allergic reaction to the food. ILTexas will contact you for a note from your physician if your child has food allergies. Your child must have an EpiPen prescribed to help in the event of an emergency.

Food: _____ Nature of allergic reaction to the food: _____

ILTexas will maintain the confidentiality of this form and the information provided above, and may disclose the information to teachers, school counselors, school nurses, and other appropriate school personnel only within the limitations of the Family Educational Rights and Privacy Act ("FERPA") and Board policy. ILTexas will maintain this form as part of your child's student record.

Student Name: _____ Date of Birth: _____
Grade: _____ Parent Work Phone: _____ Home Phone: _____ Parent/Guardian Name: _____

Date: _____
Parent/Guardian Signature: _____ Date form received by ILTexas: _____

Homebound Services

Instructional Arrangements-Homebound Instruction Board Policy

General Instruction

Consistent with TEA's *Student Attendance Accounting Handbook* ("SAAH), a student to be confined for a minimum of four weeks to a hospital or homebound for medical reasons specifically documented by a physician licensed to practice in the United States may be eligible for general education homebound services. The parent's request for services shall be made through the Principal in accordance with the SAAH and administrative procedures.

The Principal or designee shall convene a placement committee composed of at least a campus administrator, a teacher of the student, and the parent or guardian of the student to consider the necessity of providing general education homebound instruction to the student. If the committee determines that such instruction is appropriate, the committee shall determine the type and amount of instruction to be provided and, when the student is able to return to the regular educational setting, the length of the transition period based on current medical information.

Special Education

For special education students, the ARD committee shall determine the type and amount of instruction to be provided and, when the student is able to return to a regular educational setting, the length of the transition period based on current medical information.

Documentation of Services

The school shall maintain, in accordance with administrative procedures, full documentation about students receiving homebound services.

Procedures for Determining Student Eligibility for General Education Homebound (GEH) Services

Overview of General Education Homebound (GEH) services

General Education Homebound services are instructional services that are provided in a hospital or in the home by a qualified teacher to a student enrolled in International Leadership of Texas and who has a medical condition that prevents the student from attending school for a minimum of four weeks. During this period of time, the student is confined to the hospital bed or at home. The final decision regarding whether or not these services will be provided is made by the campus GEH committee.

Contacts

Each campus has a designated GEH Coordinator. For further information, call the campus directly and ask to speak to the GEH Coordinator or the Principal. International Leadership of Texas also has a District GEH Coordinator who can be reached by calling 972-479-9078. Parents should always contact their child's school first to discuss GEH services and any issues related to their child's education.

Determining eligibility for GEH services

Students who satisfy the following criteria may be eligible for general education homebound services:

1. The student is expected to be confined at home or to a hospital for a minimum of four weeks; **AND**
2. The student is confined at home or hospital bed for medical reasons only; **AND**
3. The student's medical condition is documented by a physician licensed to practice in the United States.

NOTE: In making an eligibility decision, the GEH Committee must consider the physician's information. However, the physician's note/information *is not* the sole determining factor in the committee's decision-making process. Instead, *all* relevant information will be considered.

If appropriate, every attempt should be made to accommodate and serve the student on campus when practically possible. The student's parent/guardian should continue picking up all assignments and remain current with all class work pending a determination of eligibility for homebound services.

GEH Committee members

A student's GEH Committee should include, but is not limited to:

- A campus administrator
- A teacher of the student; and
- A parent or guardian of the student.

A student's GEH Committee will convene to review relevant school data and medical information regarding the student's situation to determine whether or not the student requires homebound instruction. If GEH services are to be provided, it is the GEH Committee's responsibility to specify the type(s) of instruction (for all subjects, including electives) and the amount of weekly time that a qualified teacher will provide such lessons. The committee will document each of its decisions on International Leadership of Texas GEH forms.

Recording attendance

General education students served through the GEH program will earn eligible days in attendance based on the number of hours the student is served by the assigned teacher at home or in the hospital each week.

One hour of instruction equals one day in attendance *for the first three hours* of GEH instruction. When *four or more hours* of GEH instruction are provided, the student earns an entire week of eligible days of attendance. The following chart will be used to calculate eligible days present:

Amount of Time Served per Week	Eligible Days Present Earned per Week
1 hour	1 day present
2 hours	2 days present
3 hours	3 days present
4 hours	4 days present (if the week is a 4-day week) 5 days present (if the week is a 5-day week)
More than 4 hours	4 days present (if the week is a 4-day week) 5 days present (if the week is a 5-day week)

Once GEH services begin, the GEH teacher will complete a homebound service log on a weekly basis. This form will be provided to the campus attendance clerk and the PEIMS Coordinator to record on behalf of the student.

Reconvening GEH Committee

The GEH Committee may meet periodically to re-evaluate the student's condition and possible continued need for services. The committee should also meet again to re-evaluate a *new* physician's form and the need for homebound services after six(6) weeks of services have been provided.

The committee shall also reconvene at the end of the service period (as documented by the student's licensed physician) to review current physician information and to make decisions regarding whether or not to continue or stop GEH services.

Prior to this meeting, the parent must have the doctor complete a "Physician's Release" in order for the student to return to school. The GEH Committee should also determine if a transition period is necessary.

Should a transition period be needed, the GEH Committee should document all of the following:

1. The length of time of the transition period;
2. The amount of time the student will be served in both settings (homebound and the classroom) during the transition period; and
3. The effective date of when the student is expected to return to the classroom on a full-time basis.

Dismissal from GEH program

Dismissal from the GEH program will proceed in accordance with the following steps:

1. If the student's physician has not provided a specific return date, the physician must first complete a "Physician's Statement-Homebound Services Release" form.
2. The homebound teacher will notify the campus GEH Coordinator when a student is being released from

homebound instruction for entry back into school.

3. No homebound instruction may occur after the dismissal date.
4. The GEH Coordinator will notify the student's teacher(s) and the campus attendance clerk when the student has been dismissed and will return to the regular classroom setting.
5. Homebound instruction is usually considered a temporary arrangement and cannot be considered as equivalent to classroom instruction. It is imperative that students return to the classroom as soon as practical. This is usually dictated by the student's doctor. However, in unusual cases where the student's medical condition is in doubt, International Leadership of Texas may request a second doctor's opinion at its own expense and call another GEH Committee meeting to consider dismissing the student from GEH services depending on the results of that examination.

Special Education Homebound Guidelines

In-home/bedside educational services for special education students are provided in accordance with International Leadership of Texas policies, procedures, and these guidelines. It is the responsibility of each campus Principal to designate personnel who are responsible for processing requests for homebound services in a timely fashion.

Eligibility

To qualify for homebound services, the student must meet eligibility requirements as documented in the current *Student Attendance Accounting Handbook* (“SAAH”). Presently, these requirements are that the student:

1. Is eligible for special education and related services as determined by an ARD Committee;
2. Is expected to be confined at home or hospital bedside for a minimum of four weeks(the weeks need not be consecutive);
3. Is confined at home or hospital bedside for medical reasons only; and
4. Has a medical condition documented by a physician licensed to practice in the United States.

Referral Process

A request for special education homebound services shall be made through the Principal. A homebound referral does not automatically mean that the ARD Committee will recommend homebound services. In making eligibility and placement decision the ARD Committee must consider information provided by the student’s physician; however, such information is not the sole determining factor in the ARD Committee’s decision-making process. International Leadership of Texas needs to make an appropriate effort to accommodate the student at the school depending on the student’s medical need and doctor’s information.

Parents/students should continue picking up all assignments and remain current with all the work pending a determination of eligibility for special education homebound services.

Least restrictive environment requirements

International Leadership of Texas must ensure that;

1. To the maximum extent appropriate, children with disabilities are educated with children who are nondisabled; and
2. Special classes, separate schooling, or other removal of children with disabilities from the regular educational environment occurs only if the nature of severity or the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

Homebound is the most restrictive educational placement for students. Documentation should support all efforts made to accommodate and support the student with non-disabled peers and in the regular educational environment.

Parents/guardians need to know that an ARD Committee cannot consider homebound services until necessary forms are completed and returned to the Principal or designee.

ARD Committee

For students already in special education who require homebound services, the assessment staff gathers information from school records, parent/guardian, and the student’s FIE in order to determine the student’s current functioning level and educational needs. The ARD Committee reviews written input from the student’s and determines if homebound services are appropriate.

When the student’s placement determined to be homebound, the homebound teacher’s responsibilities during the ARD include:

1. Provide input for necessary accommodations
2. Provide the parent/guardian with relevant information concerning the special education homebound services program (days of instruction, times and assignments and grading responsibility)
3. Verify telephone numbers and directions to the student’s home.

Attendance requirements

The homebound teacher will notify the attendance clerk of student absences at the end of each week. Special education homebound students served at home will earn eligible days present in accordance with the SAAH. Generally, attendance is based on the following chart:

Amount of Time Served per Week	Eligible Days Present Earned per Week
1 hour	1 day present
2 hours	2 days present
3 hours	3 days present
4 hours	4 days present (if the week is a 4-day week) 5 days present (if the week is a 5-day week)
More than 4 hours	4 days present (if the week is a 4-day week) 5 days present (if the week is a 5-day week)

When absences are related to the medical diagnosis, homebound services will be offered as per the SAAH.

Dismissal from special education homebound services

There must be an ARD at the end of the homebound request period to either:

1. Dismiss the student at the end of the projected time; or
2. To continue the services. In this case, the ARD Committee must review a new statement from the student’s physician.

If dismissal occurs, the diagnostician or campus designee will notify the campus attendance clerk and the student’s teacher(s) of the student’s return to campus.

General Education Homebound Attendance Reporting

The following procedures apply when reporting attendance for students served by the International Leadership of Texas General Education Homebound (“GEH”) services:

1. Attendance will be awarded following the guidelines of the current year’s Student Attendance Accounting Handbook.
2. The Campus GEH Coordinator will notify the PEIMS clerk and campus attendance clerk when a student begins homebound services.
3. The Campus GEH Coordinator will notify the campus teachers when the student begins homebound services.
4. The homebound teacher will complete the *General Education Homebound Instruction Log* and submit the log on a weekly basis to the attendance clerk. The attendance clerk uploads the instruction log to the student’s attendance notes.
5. The *Homebound Instruction Log* will reflect the school calendar week by week so that available instructional days are easily identified.
6. Total weekly instructional time and total weekly days in attendance are summarized at the end of each instructional week.
7. If absences are reported for any given day, a notation as to the reason should be made in the Notes/Other section of the log.
8. While parents/guardians are asked to arrange medical appointments around the homebound teacher’s schedule, absences are often incurred because the student is too ill to attend to instruction. The homebound teacher may be able to rearrange instruction for that week but, if unable to do so, absences will be recorded according to the instructional hours delivered. GEH services hours may not be accumulated and carried forward from one week to the next or applied to a previous week.
9. GEH students served at home will earn eligible days present based on the Student Attendance Accounting Handbook. Generally, attendance is based on the following chart:

Amount of Time Served per Week	Eligible Days Present Earned per Week
1 hour	1 day present
2 hours	2 days present
3 hours	3 days present
4 hours	4 days present (if the week is a 4-day week) 5 days present (if the week is a 5-day week)
More than 4 hours	4 days present (if the week is a 4-day week) 5 days present (if the week is a 5-day week)

DATA QUALITY RESOURCES

Websites

TEA

<http://www.tea.state.tx.us/>

Legacy PEIMS Data Standards

<http://ritter.tea.state.tx.us/peims/standards/weds/>

TEA Student Attendance Accounting Handbook

http://tea.texas.gov/Finance_and_Grants/State_Funding/Additional_Finance_Resources/Student_Attendance_Accounting_Handbook/

TEASE / Edit+

<https://seguin.tea.state.tx.us/apps/logon.asp>

TEAL

<https://pryor.tea.state.tx.us/>

Texas Education Code

<http://www.statutes.legis.state.tx.us/?link=ED>

Texas Student Data System (TSDS)

http://tea.texas.gov/Reports_and_Data/Data_Submission/Texas_Student_Data_System_%28TSDS%29/

The Network

<http://www.txcharternetwork.org/>

Forms

INTERNATIONAL LEADERSHIP OF TEXAS
FOOD ALLERGY NOTIFICATION FORM

Dear Parents,

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

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

Please list any foods to which your child is allergic or severely allergic, as well as the nature of your child's allergic reaction to the food. ILTexas will contact you for a note from your physician if your child has food allergies. Your child must have an EpiPen prescribed to help in the event of an emergency.

Food: _____ Nature of allergic reaction to the food: _____

ILTexas will maintain the confidentiality of this form and the information provided above, and may disclose the information to teachers, school counselors, school nurses, and other appropriate school personnel only within the limitations of the Family Educational Rights and Privacy Act ("FERPA") and Board policy. ILTexas will maintain this form as part of your child's student record.

Student Name: _____ Date of Birth: _____
Grade: _____ Parent Work Phone: _____ Home Phone: _____ Parent/Guardian Name: _____

Date: _____
Parent/Guardian Signature: _____ Date form received by ILTexas: _____

Explanation of General Education Homebound Instruction

Dear Parents/Guardian:

Homebound services are educational services provided in the home or hospital for a student who is unable to attend school because of a documented health condition.

A student is eligible to be considered for general education homebound (“GEH”) services when the following conditions apply:

1. The student is expected to be confined at home or hospital bedside for a minimum of four weeks (need not be consecutive);
2. The student is confined at home or hospital bedside for medical reasons only; and
3. The student’s medical condition is documented by a physician licensed to practice in the United States.

When homebound services are no longer required, your child will be transitioned back to his or her previous educational setting.

Homebound services will allow a qualified teacher to come to your home to provide instruction to your child for 4–5 hours per week so that your child can remain current with required classwork and assignments. The homebound teacher will meet with your child’s classroom teacher(s) to ensure a coordinated educational program that will prepare your child for transition back into the campus setting. Attendance will be kept by the homebound teacher and reported to your child’s home campus.

Medical information is required from your child’s doctor before homebound services may be assigned. It is essential that you return this information as quickly as possible so services may begin promptly. Physician forms may be returned via parent, mail, or faxed to your student’s school. Homebound services cannot be initiated without this medical information.

During the time the process is taking place, please continue to get assignments from your child’s teacher(s). If more information is needed concerning GEH services, please contact your child’s campus.

Thank you,

GEH Campus Coordinator

General Education Placement Homebound Placement

The following form is to be utilized when the International Leadership of Texas Section 504 and/or GEH Committee is considering placement in general education homebound (“GEH”).

Date: _____

Student Name: _____ ID #: _____

Date of Birth: _____ Grade: _____

Campus: _____

Committee Membership

While Section 504 eligibility is determined by a group of knowledgeable persons, including persons with knowledge of the child, the meaning of evaluation data, and the placement options, GEH eligibility and placement requires the attendance of three specific people: (1) a campus administrator; (2) a teacher of the student; and (3) a parent or guardian of the student. The required group may overlap to satisfy requirements under both Section 504 and GEH.

Participant Signatures	Relationship to student
	Administrator
	Teacher
	Parent

The most recent and all appropriate state assessment scores, benchmarks, report cards, progress reports, and any other appropriate documents should be attached to this form.

Eligibility for GEH Services

Pursuant to the Student Attendance Accounting Handbook (“SAAH”) and Board policy, the following must be answered to determine GEH eligibility:

Yes ____ No ____ The committee has received, and attaches to this form, a document from a physician licensed to practice in the United States, which meets the following criteria:

1. Indicates that the above-referenced student is expected to be confined at home or hospital bedside for a minimum of four weeks. The weeks need not be consecutive.
2. Indicates that the confinement is for medical reasons only.

Yes ____ No ____ Based on the physician’s document, together with the committee’s review of current evaluation data (including parent input, teacher/administrator input, grade reports, work samples, results of standardized tests, etc.), the committee determines that the student is eligible for GEH services, and that such services shall be provided to the student as indicated below. The physician’s information is not the sole determining factor in the committee’s decision-making process.

Where both questions above are answered with “Yes,” the student is eligible for GEH services, and the committee shall determine the type(s) and amount of instruction to be provided. If either question is answered “No,” the student is not eligible for GEH services, but may be eligible for services under Section 504.

If the student is receiving special education services, please contact the counselor so an ARD meeting can be scheduled.

GEH Services

GEH services will begin on _____ (date) and end on _____ (date).

GEH services will be delivered to (address): _____

GEH instruction will be provided by a qualified teacher, meaning a certified teacher when required by law and/or the International Leadership of Texas charter and/or a teacher having obtained NCLB “Highly Qualified” status. Over the course of the student’s confinement at home or hospital bedside, ***the student must be provided instruction in all core academic subject area courses in which the student is enrolled, and should be provided instruction in all other courses the student is enrolled in, if possible.*** The teacher providing GEH instruction will maintain a log of contact hours and other appropriate documentation related to the provision of these services.

The student will be provided instruction in the following subject areas (list all subject areas to be addressed by homebound instruction):

Area of instruction: _____ Hours per week: _____

Teacher whose content will be taught: _____

Area of instruction: _____ Hours per week: _____

Teacher whose content will be taught: _____

Area of instruction: _____ Hours per week: _____

Teacher whose content will be taught: _____

Area of instruction: _____ Hours per week: _____

Teacher whose content will be taught: _____

Area of instruction: _____ Hours per week: _____

Teacher whose content will be taught: _____

Area of instruction: _____ Hours per week: _____

Teacher whose content will be taught: _____

Area of instruction: _____ Hours per week: _____

Teacher whose content will be taught: _____

Area of instruction: _____ Hours per week: _____

Teacher whose content will be taught: _____

Please note that the teacher whose content will be taught is responsible for assignments, testing, and grading.

Students served through the GEH program will earn eligible days in attendance in accordance with the standards set forth in the SAAH.

Optional Services

Check all optional services in addition to direct instruction that apply (if any):

____ Access to textbooks, assignments, projects, and tests for self-study in the following subject areas:

____ Access to classroom teachers by phone in the following subject areas:

____ Extended time for completion of projects in the following subject areas:

____ Access to educational software, distance learning, correspondence courses, or other online instruction. If yes, please detail services to be made available to the student.

____ Other:

____ Formal transition from GEH to the classroom. If the committee believes that a formal transition period is required for the student's return to school, please detail the transition calendar or steps for the transition.

Homebound Services Statement to Parent/Guardian

Student's Name: _____ Student ID #: _____

Campus: _____ Grade: _____ Age: _____

Days of Service: _____ Time: _____

Homebound Teacher: _____ Telephone: _____

Homebound instruction has been approved for my child. I agree to cooperate as follows:

- Provide a place in home that is quiet, free from distractions (away from other people and from TV), sanitary, well-lighted, and properly ventilated and heated.
- Ensure the student is prepared for instruction when the teacher arrives. Please arrange other activities, including doctor appointments, around scheduled instruction.
- Be aware that changes in the home schedule may be necessary.
- Ensure a responsible adult will always be in the home during instruction time. The homebound teacher will leave the home and the student will be counted absent if there is not an adult in the home.
- Notify the homebound teacher as soon as possible if the student is unable to receive instruction or if anyone in the home develops a contagious condition.
- The student must do 90% of the assigned work between the teacher's visits. The student must be willing to work independently and accept the responsibility of homework with the guidance of the homebound teacher. The student should have uninterrupted study time.
- Parents and students must be aware that all tests, grades, and assignments come directly from the campus teachers.
- Household pets should not be allowed to interrupt home instruction. If pets are usually kept indoors, they should be confined to a room other than the one in which class is held.
- A student can be dismissed from the homebound program due to excessive unexcused absences. If scheduled instructional time is cancelled, absences will be reported.
- Homebound services cannot begin until the above conditions have been met, and homebound services may be discontinued if these conditions are not maintained.
- The student's educational program will be planned and carried out on the basis of the limitations of the student and the homebound services program, which cannot provide the same experiences of regular classroom instruction.

I UNDERSTAND AND AGREE TO THE ABOVE RULES.

Parent Signature

Date

Student Signature

Date

Homebound Services Request for Medical Information
Notice for Release/Consent to Request Confidential Information

We are asking that you authorize the physician or agency named below to release specific records containing confidential information regarding the above-named student.

Requestor: International Leadership of Texas
2021 Lakeside Blvd
Richardson, TX 75082
972-479-9078
972-479-9129 (Fax #)

Physician or agency to whom request is being made: _____
Address: _____
Phone: _____ *Fax:* _____

Information requested: Medical information as related to homebound services

Purpose of disclosure:
 Determination of Educational Needs
 Other: _____

Please check the appropriate box:

Yes No I have been fully informed and understand that the International Leadership of Texas request for my consent for the release of medical information. I hereby authorize the above-named physician or agency to release the documents described above to International Leadership of Texas.

Student Signature _____ Date

Parent Signature (if student is a minor) _____ Date

Please return this form to Mary Albritton, Executive Director of Counseling at the address and/or fax number listed above as soon as possible.

Physician's Verification of Need for Homebound Services

Student's Legal Name: _____ Date of Birth: _____

Please be advised that the student will receive only up to four (4) hours of home instruction per week. Therefore, returning to his/her home campus at the earliest possible date is imperative for peer interaction and educational success.

1. Date of Physical Exam: _____

2. Have you recommended a follow-up exam? Yes No If yes, when? _____

3. Check one of the following statements:

The student will be confined to his/her home and/or hospital bedside for a minimum of four consecutive weeks except for visits to the doctor. The period of confinement is expected to last from _____ to _____

OR

The student is chronically ill and expected to be confined for a period of time totaling at least four weeks during the school year.

4. Describe the nature of the condition(s) resulting in the need for homebound services: _____

5. If the period of confinement is not expected to be continuous, describe the basis for your expectations that the student will be confined for a period of time totaling at least four weeks during the school year. Describe circumstances or conditions of the student that will necessitate confinement (e.g., daily chemotherapy for four weeks): _____

6. What are the criteria for the student returning to school? _____

7. Is the student confined to home? Yes No If not, is the student able to receive any instructional services on his/her campus (shortened school day, alternate school days, attend special events)? Yes No Explain: _____

8. Are there any accommodations that would enable the student to receive instruction on his/her campus: If yes, explain: _____

9. Is the student now physically able to perform school work with a homebound teacher? Yes No If not, please explain: _____

10. Is the nature of the condition: physical psychological/psychiatric combination

11. Does the student have a communicable disease that poses a risk to the homebound teacher becoming infected or carrying it to another student? Yes No If yes, describe precautions that should be taken: _____

12. The period of time the student is expected to receive homebound services is approximately _____ weeks.

13. **Anticipated start date:** _____ **Anticipated end date:** _____

14. Additional comments to aid school staff in serving this student: _____

Based on my examination, this student (circle one) **has** / **does not have** a serious, acute illness, injury, or a long-term medical condition requiring homebound services.

Physician's name (printed)

Physician's signature

Date

Physician's address
Phone #

City, State, Zip

Note: Homebound is intended to be a temporary school placement to provide instructional services when the student is unable to attend regular classes due to medical conditions. It is not an alternative placement for students who are habitually truant or simply refuse to attend school.

Physician's Statement – Homebound Services Release

TO WHOM IT MAY CONCERN:

_____ (student's name) may return to the regular education program effective _____
(date)._____

Comments:

Printed name of physician Signature of physician

Date

Homebound Services Homebound Work Assignment

This assignment is due by (date): _____

Instructions:

Please place in homebound box, and include any worksheets, maps, tests, videos, and/or study sheets.

Thank you.

Classroom Teacher

To be completed by homebound teacher:

Date received: _____

Due date: _____

Date completed: _____

Homebound teacher signature

Homebound Services Instructional Log

Student Name: _____ Student ID #: ____

Campus: _____ Grade: _____

Homebound Teacher: _____ Week of: _____

A copy of this instruction log must be sent to the PEIMS clerk on a weekly basis.

Weekly attendance is based on the following instructional hours the student is served:

Amount of Time Served per Week	Eligible Days Present Earned per Week
1 hour	1 day present
2 hours	2 days present
3 hours	3 days present
4 or more hours	4 days present (if the week is a 4-day week); 5 days present (if the week is a 5-day week)

Day	Date	Arrival Time	Departure Time	Instructional Time (in min.)	Teacher's initials	Student's initials	Notes/Other
Sun							
Mon							
Tue							
Wed							
Thur							
Fri							
Sat							

Total Weekly Instructional Time: _____

Total Weekly Days in Attendance: _____

Homebound Teacher Signature

Date

Campus Administrator

Date

Homebound Services Time and Travel

Student Name: _____ Student ID #: _____

Campus: _____ Grade: _____

Homebound Teacher: _____ Week of: _____

This sheet is to be completed and returned to the campus Admin Assistant or Budget Clerk.

TRAVEL TIME: *To Student Home* *From Student Home*

Date	Depart Time	Arrival Time	Depart Time	Arrival Time	Total Travel Time

Total Travel Time: _____

OTHER TIME (GEH meetings, teacher consults, etc.)

Date	Start Time	End Time	Total Other Time	Purpose

Total Other Time: _____

Homebound Teacher Signature: _____ Date: _____

Office use only Total instructional time (from log) + total travel time + total other time = Total time x /hour = total pay (\$)

Budget code: _____

Homebound Services Teacher Notification

Teacher: _____

Student: _____

Grade: _____

Date: _____

Dear Teacher:

The student named above has been placed in the Homebound Services Program. As of the date stated above, he/she will receive attendance credit according to the instructional hours the student is provided at home.. The attendance clerk will adjust attendance accordingly.

Since the student, in most cases, will be returning to your class when his/her condition allows, I will be asking you for weekly assignments and tests. Once completed, I will return these assignments and tests for your grading. Assignment sheets for the following week will be placed in your box. Please list assignments and tests in the space provided and return to the appropriate homebound box as soon as possible. **Prompt return of the assignments and graded work is greatly appreciated. THIS IS ESSENTIAL.**

It is impossible for homebound services to provide curriculum and materials for the numerous programs and subjects offered by International Leadership of Texas. Please provide all worksheets, manipulatives, and other materials needed to implement your lessons.

Homebound sessions will typically be scheduled for four hours per week, or as determined by the student’s ARD Committee and or GEH Committee, during which all academic areas are covered. Approximately 90% of all assignments have to be completed independently by the student. Any accommodations you can make to help the homebound student be successful in your class are greatly appreciated.

If you have any questions or concerns, I may be reached at _____.

Thank you for your assistance.

Homebound Teacher

Homebound Services Attendance Notification

To: Campus Attendance Clerks

RE: Homebound Student

Student: _____

Grade: _____

Start Date: _____

This student qualifies for Homebound Services. He/she will be marked absent by the classroom teacher. The classroom teachers absences will need to be modified in accordance with the SAAH. The table below outlines eligible days present earned per week.

Amount of Time Served per Week	Eligible Days Present Earned per Week
1 hour	1 day present
2 hours	2 days present
3 hours	3 days present
4 hours	4 days present (if the week is a 4-day week) 5 days present (if the week is a 5-day week)
More than 4 hours	4 days present (if the week is a 4-day week) 5 days present (if the week is a 5-day week)

The homebound teacher will submit weekly logs on Monday following a week of service. Please do NOT modify an absence without the instructional log.

Thank you,

Campus Homebound Coordinator

Homebound Services Dismissal Notification

To: Campus Attendance Clerks and Teachers

RE: Homebound Student

Student: _____

Grade: _____

Dismissal Date: _____

This student will be returning to school as of the dismissal date listed above. He/she will no longer be enrolled in the Homebound Services Program. As of the dismissal date, the classroom teacher should count the student absent if he/she does not attend class as regularly scheduled. You will be notified if the student should need homebound services again.

Thank you,

Campus Homebound Coordinator

**International Leadership of Texas
PRS Intake Form**

School: _____

PRS Entry Date: _____

Demographics:

Name _____ Student ID# _____

Grade _____ Date of Birth _____ Age _____

Parent/Guardian _____ Address _____

Parent/Guardian: Home Phone _____ Work/Cell Phone _____

Emergency Contact _____ Relationship _____ Phone _____

Medical Information:

Name of Clinic/Doctor _____ Phone/Fax _____

Due Date _____

Special Education Services: _____ Yes _____ No

The Pregnancy related Services program has been explained to me. I understand the program and agree to participate in the program and accept the services provided.

Student Signature _____

Date _____

Parent/Guardian Signature (if under age 18) _____

Date _____

Campus Administrator/Designee Signature _____

Date _____

School Nurse/PRS Case Manager Signature _____

Date _____

International Leadership of Texas Physician's Request for Pregnancy Related Services (PRS) Prenatal Homebound/CEHI

In accordance with Texas Education Agency guidelines, school districts can provide in-home / hospital instruction to pregnant students when a medical complication prevents them from attending school. Evidence of medical necessity, verified by a medical practitioner licensed to practice in the United States (*physician, advanced nurse practitioner and/or midwife*), must be documented before a student is eligible to receive these instructional services.

Pregnancy Related Services (PRS) are support services a pregnant student receives during the prenatal and post-partum periods to help her transition and stay in school. These services consist of face-to-face academic instruction provided by a certified teacher in the student's home or hospital bedside. In some cases, modifications can be made at the school campus in order to allow the student to remain on campus as long as medically feasible. Our goal is to ensure the student's academic success and, ultimately, graduation. The information you provide will allow our program to plan instructional services without delay. Thank you.

PLEASE RETURN A COMPLETED, SIGNED, ORIGINAL FORM TO: School _____

Address: _____ Phone/Fax: _____

Student: _____ D.O.B.: _____

Address: _____ Parent/Guardian: _____

Home Number: _____ Work/Emergency Number: _____ Cell Number: _____

Approximate Due Date: _____

Diagnosis indicating prenatal complication(s):

_____ Pre-term labor _____ Other _____

_____ Preeclampsia/eclampsia _____ Other _____

This student is **not able** to attend school. Based on the indicated above, I am recommending that this student remain at home for the following length of time:

Start Date _____ **End Date** _____

This student is **able** to attend school

Without modifications.

With modifications to her school day as indicated below:

Elevator, if available Yes No

Leave class 5 minutes early Yes No

Other _____

Comments/precautions: _____

PRINTED Name of Licensed Medical Practitioner

Signature of Licensed Medical Practitioner

Address

Zip

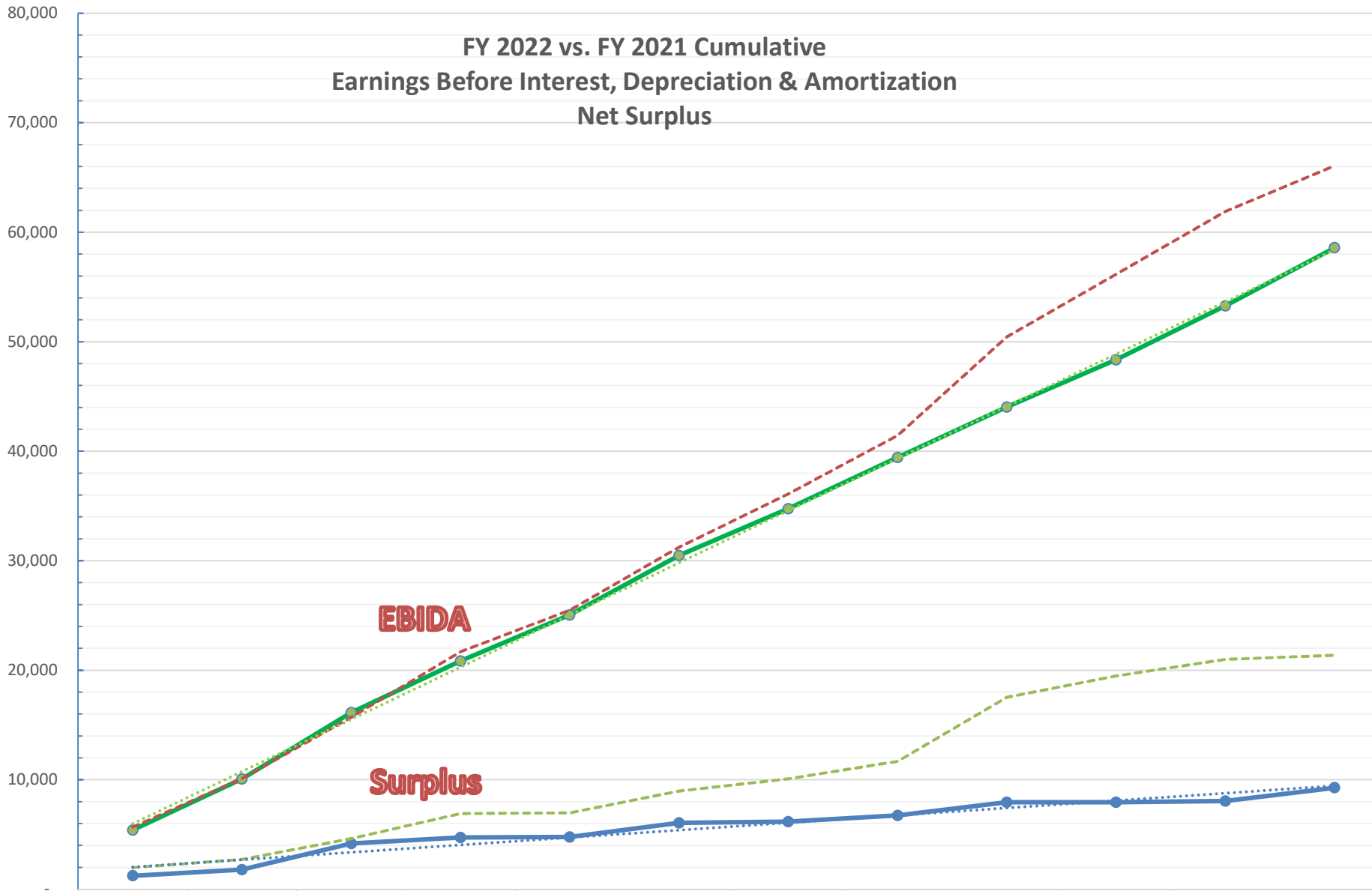
Telephone/Fax

Date

Coversheet

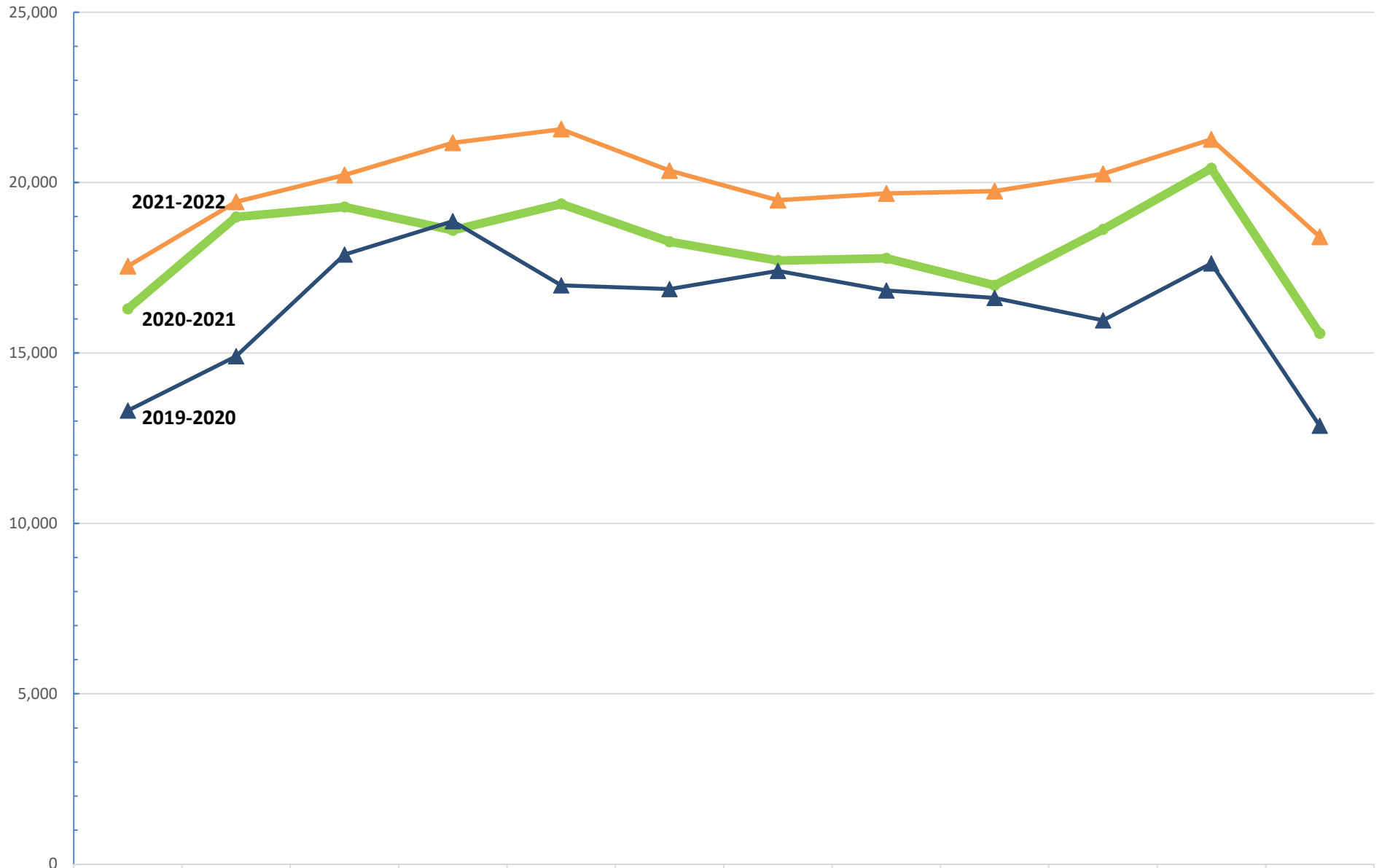
CONSIDER/ACT ON JUNE 2022 FINANCIAL REPORT

Section: VIII. Board Items for Discussion/Action
Item: A. CONSIDER/ACT ON JUNE 2022 FINANCIAL REPORT
Purpose: Vote
Submitted by:
Related Material: Board Financial Pack 2022-06.pdf



	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
FY-22 EBIDA	5,410,463	10,080,345	16,150,015	20,850,944	25,047,598	30,475,776	34,748,123	39,429,717	44,042,147	48,356,760	53,279,166	58,588,925
FY-21 EBIDA	5,689,037	10,112,916	15,727,469	21,707,415	25,498,772	31,239,484	36,108,031	41,456,280	50,460,195	56,156,954	61,908,383	66,076,296
FY-22 NI	1,239,172	1,807,454	4,190,337	4,730,940	4,779,991	6,067,002	6,179,758	6,737,997	7,946,104	7,955,658	8,051,182	9,277,763
FY-21 NI	1,986,285	2,741,600	4,647,200	6,914,070	6,984,612	8,976,801	10,094,214	11,687,498	17,533,518	19,478,978	21,010,638	21,379,915

TOTAL MONTHLY EXPENSES



	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
2021-22	17,545,456	19,431,050	20,223,732	21,162,645	21,566,556	20,348,761	19,482,747	19,681,702	19,750,772	20,254,729	21,270,136	18,407,252
2020-21	16,292,575	18,991,399	19,280,397	18,601,063	19,369,603	18,267,073	17,709,146	17,776,784	16,984,373	18,625,295	20,418,286	15,574,418
2019-20	13,306,685	14,902,934	17,887,960	18,866,142	16,982,487	16,876,725	17,406,249	16,833,481	16,612,201	15,957,893	17,624,013	12,864,370

INTERNATIONAL LEADERSHIP OF TEXAS

UNAUDITED

Financial Summary

	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Year-to-Date
	2021-2022	2021-2022	2021-2022	2021-2022	2021-2022	2021-2022	2021-2022	2021-2022	2021-2022	2021-2022	2021-2022	2021-2022	2021-2022
Total Ending Cash	\$ 52,988,110	\$ 46,577,344	\$ 51,933,111	\$ 40,204,272	\$ 37,279,062	\$ 55,030,315	\$ 53,362,876	\$ 49,325,798	\$ 60,498,205	\$ 61,158,735	\$ 54,877,610	\$ 74,694,436	
<i>Days Cash (excl. Bond Int. Fund)</i>	100.2	83.2	89.8	67.5	61.3	90.2	87.9	81.4	99.9	100.8	90.1	123.6	
Bond Project Fund	6,274,749	6,274,749	6,274,749	6,274,749	6,274,749	598,326	598,326	598,326	598,326	598,326	-	-	
Lease & Notes Payable	\$ 147,993	\$ 138,142	\$ 128,291	\$ 118,440	\$ 108,589	\$ 98,738	\$ 88,887	\$ 79,036	\$ 69,185	\$ 59,334	\$ 49,483	\$ 39,632	
\$10 million PNC Revolver	-	-	10,000,000	-	-	10,000,000	10,000,000	10,000,000	10,000,000	10,000,000	-	-	
\$35 million PNC Revolver	-	-	-	-	-	5,000,000	5,000,000	5,000,000	20,000,000	28,000,000	28,000,000	20,000,000	
\$60 million TCB Revolver	-	-	-	-	-	-	-	-	-	-	-	30,000,000	
Revenues	\$ 18,784,628	\$ 19,999,331	\$ 22,606,615	\$ 21,703,248	\$ 21,615,606	\$ 21,635,772	\$ 19,595,502	\$ 20,239,941	\$ 20,958,880	\$ 20,264,283	\$ 21,365,659	\$ 19,633,834	\$ 248,403,300 <i>100%</i>
Less Expenses:													
Payroll Costs	9,602,559	11,337,631	12,441,494	11,963,641	12,023,303	12,229,517	12,294,399	11,966,759	11,796,418	12,094,121	11,994,653	9,663,586	139,408,083 <i>56%</i>
Other Operating	3,771,606	3,991,817	4,095,451	5,038,678	5,395,650	3,978,077	3,028,757	3,591,587	4,550,031	3,855,549	4,448,599	4,660,489	50,406,292 <i>20%</i>
Interest & Amort.	2,710,493	2,639,187	2,186,098	2,658,575	2,645,853	2,639,187	2,656,187	2,622,528	1,903,495	2,804,231	2,800,284	2,534,843	30,800,959 <i>12%</i>
Depreciation	1,460,798	1,462,415	1,500,688	1,501,750	1,501,750	1,501,981	1,503,404	1,500,828	1,500,828	1,500,828	2,026,599	1,548,335	18,510,203 <i>7%</i>
Other Gain (Loss)													
Change in Net Assets	1,239,172	568,281	2,382,883	540,603	49,051	1,287,011	112,755	558,239	1,208,107	9,554	95,523	1,226,582	9,277,763
EBIDA	\$ 5,410,463	\$ 4,669,883	\$ 6,069,670	\$ 4,700,929	\$ 4,196,654	\$ 5,428,179	\$ 4,272,346	\$ 4,681,595	\$ 4,612,430	\$ 4,314,613	\$ 4,922,406	\$ 5,309,759	\$ 58,588,925
Total Liabilities	591,017,537	590,757,837	597,800,837	587,660,882	589,388,237	604,724,701	603,597,697	601,619,726	622,058,749	625,997,635	621,405,061	644,471,735	
Total Net Assets	41,431,718	42,000,000	44,382,883	44,923,486	44,972,537	46,259,548	46,372,303	46,930,542	48,138,650	48,148,204	48,243,727	49,470,309	
<i>D/E</i>	14 : 1	14 : 1	13 : 1	13 : 1	13 : 1	13 : 1	13 : 1	13 : 1	13 : 1	13 : 1	13 : 1	13 : 1	
<i>Net Assets Percent</i>	6.6%	6.6%	6.9%	7.1%	7.1%	7.1%	7.1%	7.2%	7.2%	7.1%	7.2%	7.1%	
<i>Interest = % of Revenue (YTD)</i>	14.4%	13.8%	12.3%	12.3%	12.3%	12.3%	12.4%	12.5%	12.1%	12.3%	12.4%	12.4%	
Bond Cash Interest	\$ 2,629,690	\$ 2,596,264	\$ 2,143,175	\$ 2,596,264	\$ 2,596,264	\$ 2,596,264	\$ 2,596,264	\$ 2,558,063	\$ 1,816,100	\$ 2,723,572	\$ 2,700,687	\$ 2,412,986	\$ 29,965,592
Bond Principal	691,265	725,849	725,849	725,849	725,849	725,849	725,849	725,849	678,294	614,897	614,897	614,888	8,295,182
Other Debt Interest	38,291	411	411	19,800	7,078	411	17,411	21,953	44,883	38,147	57,085	79,344	325,224
Other Debt Principal	9,862	9,851	9,851	9,851	9,851	9,851	9,851	9,851	9,851	9,851	9,851	9,851	118,223
Cash Debt Service*	\$ 3,369,108	\$ 3,332,374	\$ 2,879,286	\$ 3,351,763	\$ 3,339,041	\$ 3,332,374	\$ 3,349,374	\$ 3,315,715	\$ 2,549,128	\$ 3,386,467	\$ 3,382,520	\$ 3,117,070	\$ 38,704,222
<i>D-S Coverage (YTD)</i>	1.61	1.50	1.69	1.61	1.54	1.55	1.51	1.50	1.53	1.50	1.50	1.51	
<i>D-S % of Revenue (YTD)</i>	17.9%	17.3%	15.6%	15.6%	15.5%	15.5%	15.7%	15.8%	15.4%	15.5%	15.6%	15.6%	

* Excludes optional pre-payments

UNAUDITED

	July 2021	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Unaudited
	FY2022	FY2022	FY2022	FY2022	FY2022	FY2022	FY2022	FY2022	FY2022	FY2022	FY2022	FY2022	FY 2022
Enrollment													
Total Local Support	4,938	44,118	14,373	6,102	38,478	83,231	82,549	25,929	286,535	579,156	13,561	479,200	1,658,169
Total State Funds	16,815,897	17,078,622	21,005,791	17,564,745	17,767,319	17,833,448	16,504,808	16,694,453	16,036,904	15,413,600	16,872,122	15,092,516	204,680,225
Federal Grant Programs	852,059	674,783	652,780	2,829,137	3,136,112	2,746,657	1,603,027	2,166,597	3,190,862	2,753,299	3,100,094	3,662,771	27,368,178
Child Nutrition	1,087,891	2,187,661	920,101	1,293,903	660,067	951,229	1,376,280	933,301	1,418,581	1,471,809	1,215,347	349,982	13,866,153
Health+Related Svc (SHARS)	10,214	517	(59)	2,320	-	7,577	15,787	419,662	(1,158)	32,649	(1,796)	16,530	502,242
JROTC	13,630	13,630	13,630	7,041	13,630	13,630	13,050	-	27,157	13,771	166,331	32,835	328,333
Total Federal Program Rev.	1,963,794	2,876,591	1,586,451	4,132,401	3,809,809	3,719,093	3,008,145	3,519,560	4,635,441	4,271,528	4,479,976	4,062,118	42,064,906
Total Revenues	\$ 18,784,628	\$ 19,999,331	\$ 22,606,615	\$ 21,703,248	\$ 21,615,606	\$ 21,635,772	\$ 19,595,502	\$ 20,239,941	\$ 20,958,880	\$ 20,264,283	\$ 21,365,659	\$ 19,633,834	\$ 248,403,300
Expenses													
11 Instructional	7,154,922	9,096,215	9,522,034	9,513,588	9,032,433	8,964,775	8,923,303	9,055,232	8,983,505	9,197,900	9,110,772	6,425,446	104,980,682
12 Inst. resources & media	86,532	100,997	104,610	125,332	141,010	107,970	116,960	105,622	110,073	105,298	118,365	103,157	1,325,927
13 Curriculum & inst. staff devel.	534,429	596,277	580,194	615,436	685,063	796,714	715,907	621,834	690,922	715,063	747,580	783,079	8,082,498
21 Instructional leadership	231,776	329,904	411,812	353,995	474,151	501,689	476,593	468,883	497,814	495,768	513,809	502,217	5,258,411
23 School leadership	796,542	1,042,591	1,063,852	1,025,707	925,672	928,156	1,000,572	958,590	953,676	971,742	970,622	1,034,702	11,672,423
31 Guidance counseling & eval.	388,457	403,126	460,006	814,827	617,936	463,827	540,336	491,080	487,507	558,331	449,044	516,723	6,191,200
32 Social work services	5,365	5,595	12,625	15,003	11,385	10,774	12,176	8,203	12,388	10,699	7,567	7,511	119,291
33 Health services	118,652	129,313	149,444	150,716	146,745	144,697	158,212	148,865	171,571	146,240	145,422	139,606	1,749,483
34 Student transportation	95,445	107,622	309,478	156,791	152,130	143,801	139,699	156,282	161,322	190,971	192,420	194,695	2,000,654
35 Food services	683,027	807,688	741,389	778,768	1,415,391	849,006	992,537	750,107	1,030,650	1,057,811	930,515	233,777	10,270,667
36 Extracurricular activities	170,000	92,961	105,436	100,818	114,740	107,917	135,144	327,989	158,842	154,296	140,666	276,813	1,885,621
41 General administration	1,462,189	(363,654)	(69,276)	691,158	442,289	508,457	478,636	439,317	482,502	437,365	603,173	652,733	5,764,889
51 Facilities maintenance & ops.	2,502,911	3,062,950	3,925,181	2,375,157	3,057,320	3,105,443	2,129,471	2,366,424	2,089,068	2,318,111	3,351,532	3,723,572	34,007,142
52 Security and Monitoring	134,850	215,662	110,146	422,288	229,935	274,883	246,544	240,794	249,567	241,024	312,484	256,613	2,934,789
53 Data processing services	235,084	587,627	323,158	1,114,516	1,196,901	462,950	419,407	760,736	1,024,359	590,812	617,394	462,061	7,795,007
61 Community services	206,155	547,625	257,061	201,279	242,595	302,482	308,773	128,218	712,513	228,067	223,068	456,750	3,814,585
71 Debt service	2,710,493	2,639,187	2,186,098	2,675,575	2,645,853	2,639,187	2,656,187	2,622,528	1,903,495	2,804,231	2,800,284	2,587,858	30,870,974
81 Fundraising	28,627	29,364	30,483	31,691	35,006	36,035	32,291	30,999	30,999	30,999	35,418	49,939	401,851
Total Expenses	\$ 17,545,456	\$ 19,431,050	\$ 20,223,732	\$ 21,162,645	\$ 21,566,556	\$ 20,348,761	\$ 19,482,747	\$ 19,681,702	\$ 19,750,772	\$ 20,254,729	\$ 21,270,136	\$ 18,407,252	\$ 239,126,095
Change in Total Net Assets	\$ 1,239,172	\$ 568,281	\$ 2,382,883	\$ 540,603	\$ 49,051	\$ 1,287,011	\$ 112,755	\$ 558,239	\$ 1,208,107	\$ 9,554	\$ 95,523	\$ 1,226,582	\$ 9,277,205

INTERNATIONAL LEADERSHIP OF TEXAS - UNAUDITED

BALANCE SHEET

Assets	Beginning	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22
Current assets:													
Cash and cash equivalents	\$ 71,469,063	\$ 52,988,110	\$ 46,577,344	\$ 51,933,111	\$ 40,204,272	\$ 37,279,062	\$ 55,030,315	\$ 53,362,876	\$ 49,325,798	\$ 60,498,205	\$ 61,158,735	\$ 54,877,610	\$ 74,694,436
Cash, bond project fund	6,274,749	6,274,749	6,274,749	6,274,749	6,274,749	6,274,749	598,326	598,326	598,326	598,326	598,326	-	-
Cash, bond maintenance fund	268,137	276,471	284,804	293,137	301,471	301,471	301,471	301,471	301,471	301,471	301,471	301,471	301,696
Cash, bond debt service funds	19,482,335	19,482,335	19,482,335	19,482,335	19,482,335	19,482,335	19,482,335	19,482,335	19,482,335	19,482,335	19,482,335	19,482,335	20,449,588
Cash, debt service reserve fund	38,761,493	38,761,493	38,761,493	38,761,493	38,761,493	38,761,493	38,761,493	38,761,493	38,761,493	38,761,493	38,761,493	38,761,493	38,471,997
Due from government agencies	36,530,541	37,066,212	37,625,255	38,312,068	40,666,949	44,010,514	40,107,313	38,098,369	41,011,633	41,547,914	43,876,957	40,924,552	39,336,601
Other current assets	-	-	-	-	-	-	7,296	7,296	7,296	272,225	7,296	286,786	306,559
Total current assets	172,786,319	154,849,370	149,005,980	155,056,893	145,691,268	146,109,624	154,288,549	150,612,166	149,488,352	161,461,969	164,186,613	154,634,247	173,560,876
Non-current assets:													
Land	46,346,699	46,346,699	46,346,699	46,346,699	46,346,699	46,346,699	46,346,699	46,346,699	46,346,699	46,346,699	60,222,527	65,657,897	65,657,897
Buildings	439,127,983	439,127,983	441,835,394	441,860,201	441,860,201	441,868,500	441,905,787	441,912,026	441,912,026	441,912,026	441,912,026	455,779,902	456,350,562
Furniture and equipment	8,427,557	8,427,557	9,175,841	9,175,841	9,175,841	9,175,841	9,175,841	9,175,841	9,175,841	9,175,841	9,175,841	9,175,841	9,175,841
Vehicles	4,479,061	4,576,079	4,688,700	4,727,616	4,727,616	4,727,616	4,789,591	4,789,591	4,789,591	4,789,591	4,789,591	4,835,061	5,279,840
Less: Accumulated depreciation	(55,353,785)	(56,814,583)	(58,276,997)	(59,777,686)	(61,279,436)	(62,781,186)	(64,283,167)	(65,786,571)	(67,287,399)	(68,788,226)	(70,289,054)	(72,315,653)	(73,863,988)
Construction in Process	34,774,296	35,936,151	39,982,221	44,794,156	46,062,179	48,913,680	58,760,949	62,920,249	64,125,159	75,299,500	64,148,296	51,881,495	57,781,017
Total non-current assets	477,801,810	477,599,886	483,751,857	487,126,827	486,893,100	488,251,149	496,695,700	499,357,834	499,061,916	508,735,430	509,959,226	515,014,542	520,381,167
Total assets	\$ 650,588,129	\$ 632,449,256	\$ 632,757,837	\$ 642,183,720	\$ 632,584,368	\$ 634,360,774	\$ 650,984,249	\$ 649,970,001	\$ 648,550,268	\$ 670,197,399	\$ 674,145,839	\$ 669,648,788	\$ 693,942,044
Liabilities and Net Assets													
Current Liabilities:													
Accounts payable	14,351,672	8,589,428	10,065,824	7,629,609	7,932,131	11,354,263	12,069,605	11,428,884	9,125,594	13,716,833	11,298,960	17,226,547	20,597,886
Accrued payroll	14,505,092	14,700,401	14,903,732	15,102,228	15,302,316	14,302,278	14,502,602	14,701,983	14,905,474	16,439,269	15,302,389	15,500,401	13,705,916
Accrued interest	10,892,252	10,892,252	10,892,252	10,892,252	10,892,252	10,892,252	10,892,252	10,892,252	10,892,252	10,892,252	10,892,252	10,892,252	11,259,640
Student activity funds	760,730	763,061	822,848	830,232	914,332	946,257	1,093,721	1,134,722	1,178,913	1,190,083	1,299,436	1,198,037	946,328
Deferred revenue	4,760,491	1,639,140	366,590	366,590	366,590	366,590	366,590	366,590	1,170,890	1,152,820	1,152,820	1,151,759	1,141,604
Lease liabilities, current	118,223	111,671	105,122	98,573	92,024	85,475	78,926	72,377	65,828	59,279	52,730	46,181	39,632
Notes payable, current	-	-	-	-	-	-	-	-	-	-	-	-	20,000,000
Bonds, current maturities	8,295,182	8,342,743	8,390,293	8,437,843	8,485,393	8,532,943	8,580,493	8,628,043	8,675,593	8,723,143	8,770,693	8,818,243	8,865,793
Bonds, current payment fund	-	-	-	-	-	-	-	-	-	-	-	-	-
Total current liabilities	53,683,641	45,038,697	45,546,662	43,357,328	43,985,038	46,480,059	47,584,188	47,224,850	46,014,545	52,173,679	48,769,279	54,833,420	76,556,799
	3.2	3.4	3.3	3.6	3.3	3.1	3.2	3.2	3.2	3.1	3.4	2.8	2.3
Long-term liabilities:													
Lease liabilities, long-term	39,632	36,322	33,020	29,718	26,416	23,114	19,812	16,510	13,208	9,906	6,604	3,302	-
Notes payable, long-term	10,000,000	-	-	10,000,000	-	-	15,000,000	15,000,000	15,000,000	30,000,000	38,000,000	28,000,000	30,000,000
Bonds payable, long-term	556,103,015	555,364,189	554,590,790	553,817,392	553,043,993	552,270,595	551,497,196	550,723,798	549,950,399	549,224,555	548,562,108	547,899,660	547,237,222
Bonds net premium(discount)	1,009	(32,467)	(65,944)	(99,421)	(132,898)	(166,375)	(199,852)	(233,329)	(266,806)	(300,283)	(333,760)	(367,237)	(400,714)
Bonds payable, issue costs	(9,431,715)	(9,389,203)	(9,346,691)	(9,304,179)	(9,261,667)	(9,219,155)	(9,176,643)	(9,134,132)	(9,091,620)	(9,049,108)	(9,006,596)	(8,964,084)	(8,921,572)
Total long-term liabilities	556,711,941	545,978,841	545,211,175	554,443,509	543,675,844	542,908,178	557,140,513	556,372,847	555,605,181	569,885,070	577,228,355	566,571,641	567,914,935
Total liabilities	85.6%	610,395,583	591,017,537	597,800,837	587,660,882	589,388,237	604,724,701	603,597,697	601,619,726	622,058,749	625,997,635	621,405,061	644,471,735
Net assets (deficit):													
Beginning balance	16,829,679	40,191,630	40,191,630	40,191,630	40,191,630	40,191,630	40,191,630	40,191,630	40,191,630	40,191,630	40,191,630	40,191,630	40,191,630
Current year change in net assets	23,362,866	1,240,088	1,808,369	4,191,253	4,731,856	4,780,906	6,067,918	6,180,673	6,738,912	7,947,020	7,956,574	8,052,097	9,278,679
Total net assets	40,192,546	41,431,718	42,000,000	44,382,883	44,923,486	44,972,537	46,259,548	46,372,303	46,930,542	48,138,650	48,148,204	48,243,727	49,470,309
Total liabilities and net assets	\$ 650,588,129	\$ 632,449,256	\$ 632,757,837	\$ 642,183,720	\$ 632,584,368	\$ 634,360,774	\$ 650,984,249	\$ 649,970,001	\$ 648,550,268	\$ 670,197,399	\$ 674,145,839	\$ 669,648,788	\$ 693,942,044

INTERNATIONAL LEADERSHIP OF TEXAS - UNAUDITED

CASH FLOWS

	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	FYTD
Operating activities:													
Increase in net assets	\$ 1,239,172	\$ 568,281	\$ 2,382,883	\$ 540,603	\$ 49,051	\$ 1,287,011	\$ 112,755	\$ 558,239	\$ 1,208,107	\$ 9,554	\$ 95,523	\$ 1,226,582	\$ 9,277,763
Adjustments to change in net assets:													
Depreciation	1,460,798	1,462,415	1,500,688	1,501,750	1,501,750	1,501,981	1,503,404	1,500,828	1,500,828	1,500,828	2,026,599	1,548,335	18,510,203
Amortization of bond discount (p	(33,476)	(33,477)	(33,477)	(33,477)	(33,477)	(33,477)	(33,477)	(33,477)	(33,477)	(33,477)	(33,477)	(33,477)	(401,723)
Amortization of debt issuance co	42,512	42,512	42,512	42,512	42,512	42,512	42,512	42,512	42,512	42,512	42,512	42,512	510,143
Change in cash held in trust - ma	(8,333)	(8,333)	(8,333)	(8,333)	-	-	-	-	-	-	-	(677,982)	(711,315)
Changes in assets:													
Due from Texas Education Age	(535,671)	(559,042)	(686,813)	(2,354,880)	(3,343,566)	3,903,201	2,008,944	(2,913,264)	(536,281)	(2,329,042)	2,952,404	1,587,951	(2,806,060)
Other current assets	-	-	-	-	-	(7,296)	-	-	(264,929)	264,929	(279,490)	(19,772)	(306,559)
Changes in liabilities:													
Accounts payable and accrual:	(5,515,954)	1,796,964	(2,230,335)	586,709	2,454,019	1,063,129	(400,339)	(1,251,307)	6,118,134	(3,445,401)	6,023,140	1,682,378	6,881,138
Net cash provided by operations	(3,350,953)	3,269,320	967,124	274,884	670,290	7,757,060	3,233,800	(2,096,469)	8,034,893	(3,990,097)	10,827,212	5,356,525	30,953,589
TEA accel. payments (deferred rev.	(3,170,000)	(1,330,000)	-	-	-	-	-	-	-	-	-	-	(4,500,000)
Change in cash held in trust - proje	-	-	-	-	-	5,676,423	-	-	-	-	598,326	-	6,274,749
													<i>Note: \$32.7m</i>
Investing activities:													
Facilities for Expansion													
Houston	(218,935)	(3,899,075)	(4,401,862)	(637,852)	(446,842)	(2,692,927)	(2,669,813)	(184,138)	(9,926,876)	(1,304,039)	(7,007,293)	(7,007,292)	(40,396,944)
Tarrant	(688,785)	(1,910,068)	(54,726)	(506,630)	(475,183)	(434,282)	(1,162,496)	(47,827)	(237,931)	(459,052)	-	-	(5,976,980)
Dallas	(108,801)	(391,948)	(152,267)	(104,831)	(251,631)	(5,423,100)	(82,687)	(41,332)	(69,750)	(375,459)	-	-	(7,001,806)
Headquarters	(145,335)	(499,999)	(203,079)	(13,119)	(1,677,844)	(1,296,961)	(244,273)	(928,277)	(926,715)	(26,035)	(31,837)	(31,837)	(6,025,311)
Maintenance/Consumption	(97,018)	(913,296)	(63,724)	(5,591)	(8,299)	(99,261)	(6,239)	(3,336)	(13,069)	-	(42,785)	(42,785)	(1,295,403)
Gain (Loss) on Sale of Assets	-	-	-	-	-	-	-	-	-	-	-	-	-
Retainage Carryforward	2,261,046	-	-	-	-	-	-	-	-	-	-	-	2,261,046
Misc. purchases & timing adjustr	(2,261,046)	-	-	-	-	-	(30)	-	-	(560,039)	-	166,954	(2,654,161)
Net cash used in investing	(1,258,873)	(7,614,386)	(4,875,658)	(1,268,023)	(2,859,799)	(9,946,532)	(4,165,539)	(1,204,910)	(11,174,341)	(2,724,624)	(7,081,915)	(6,914,960)	(61,089,559)
Cash flows from (to) financing activities:													
Principal paid on Bond debt obligati	(691,265)	(725,849)	(725,849)	(725,849)	(725,849)	(725,849)	(725,849)	(725,849)	(678,294)	(614,897)	(614,897)	(614,888)	(8,295,182)
Principal paid on Other debt obligat	(9,862)	(9,851)	(9,851)	(9,851)	(9,851)	(9,851)	(9,851)	(9,851)	(9,851)	(9,851)	(9,851)	(9,851)	(118,223)
2020A Bond Issue	-	-	-	-	-	-	-	-	-	-	-	-	-
Bank loan - \$10M PNC Revolver	(10,000,000)	-	10,000,000	(10,000,000)	-	10,000,000	-	-	-	-	(10,000,000)	-	(10,000,000)
Bank loan - \$35M PNC Revolver	-	-	-	-	-	5,000,000	-	-	15,000,000	8,000,000	-	(8,000,000)	20,000,000
Bank loan - \$60M TCB Revolver	-	-	-	-	-	-	-	-	-	-	-	30,000,000	30,000,000
Cash provided (used) by financing	(10,701,127)	(735,700)	9,264,300	(10,735,700)	(735,700)	14,264,300	(735,700)	(735,700)	14,311,855	7,375,252	(10,624,748)	21,375,261	31,586,595
Net increase (decr) in cash & equiv.	(18,480,953)	(6,410,766)	5,355,767	(11,728,839)	(2,925,209)	17,751,252	(1,667,438)	(4,037,078)	11,172,407	660,530	(6,281,126)	19,816,826	3,225,373
Cash and cash equivalents at beginr	71,469,063	52,988,110	46,577,344	51,933,111	40,204,272	37,279,062	55,030,315	53,362,876	49,325,798	60,498,205	61,158,735	54,877,610	71,469,063
Cash and cash equivalents at end of	52,988,110	46,577,344	51,933,111	40,204,272	37,279,062	55,030,315	53,362,876	49,325,798	60,498,205	61,158,735	54,877,610	74,694,436	74,694,436

INTERNATIONAL LEADERSHIP OF TEXAS

UNAUDITED

Financial Summary

	SEE AUDIT	SEE AUDIT	SEE AUDIT	PRELIMINARY
	Fiscal Year '19 2018-2019	Fiscal Year '20 2019-2020	Fiscal Year '21 2020-2021	Fiscal Year '22 2021-2022
Total Ending Cash	\$ 20,494,346	\$ 57,500,176	\$ 71,469,063	\$ 74,694,436
<i>Days Cash (excl. Bond Int. Fund)</i>	44.7	115.0	128.7	123.6
Bond Project Fund	484,696	484,696	6,274,749	-
Lease & Notes Payable	\$ 3,191,671	\$ 304,301	\$ 157,855	\$ 39,632
\$10 million PNC Revolver		\$ 10,000,000	\$ 10,000,000	
\$35 million PNC Revolver		\$ 15,000,000		20,000,000
\$60 million TCB Revolver				30,000,000
Revenues	\$ 190,352,099	\$ 212,157,715	\$ 239,112,716	\$ 248,403,300 100%
Less Expenses:	\$ 457,670			
Payroll Costs	101,185,350 53%	114,394,703 54%	119,970,775 50%	139,408,083 56%
Other Operating	37,077,050 19%	40,366,568 19%	52,657,443 22%	50,406,292 20%
Interest & Amort.	29,167,323 15%	27,783,011 13%	30,040,542 13%	30,800,959 12%
Depreciation	14,951,070 8%	13,796,892 7%	14,409,930 6%	18,510,203 7%
Other Gain (Loss)	70,809	(220,033)	-	
Change in Net Assets	<u>7,900,497</u>	<u>16,036,574</u>	<u>22,034,026</u>	<u>9,277,763</u>
EBIDA	\$ 52,018,890	\$ 57,616,477	\$ 66,484,498	\$ 58,588,925
Total Liabilities	547,701,242	563,558,131	605,895,582	644,471,735
Total Net Assets	2,121,945	18,158,519	40,192,545	49,470,309
D/E	258 : 1	31 : 1	15 : 1	13 : 1
Net Assets Percent	0.4%	3.1%	6.2%	7.1%
Interest = % of Revenue (YTD)	13.6%	12.9%	12.7%	12.4%
Bond Cash Interest			\$ 29,311,067	\$ 29,965,592
Bond Principal			5,805,455	8,295,182
Other Debt Interest			261,456	325,224
Other Debt Principal			<u>146,446</u>	<u>118,223</u>
Cash Debt Service*	\$ 42,916,611	\$ 37,973,679	\$ 35,524,424	\$ 38,704,222
D-S Coverage (YTD)	1.21x	1.52x	1.87x	1.51x
D-S % of Revenue (YTD)	18.1%	16.4%	15.1%	15.6%

* Excludes optional pre-payments

ILTexas Board Report**Chief Financial Officer****June 30, 2022**

Financial Integrity Rating System of Texas

(FY2021) 2021-2022 Rating Expected = A-Superior (95/100 pts.)
(FY2022) 2022-2023 Rating Expected = A-Superior (100/100 pts.)

Pass / Fail

- ✓ 1. Financial audit complete and submitted on time
- ✓ 2. Auditor found no material weakness in audit
- ✓ 3. District is in compliance with debt obligations
- ✓ 4. TRS payments were made on time
- ✓ 5. Total net assets were greater than \$-0-

Financial Tests

- ✓ 6. Net Assets > 75 days or not declined >25%/3yrs
- ✓ 7. 10 pts. Days cash on hand >100days (60 days = 10 pts.)
- ✓ 8. 10 pts. Cur. Assets/Cur. Liab. = 2.3x (≥ 2x = 10 pts.)
- ✓ 9. 5 pts. Earnings before depreciation > 0
- ✓ 10. 10 pts. Actual Revenue vs. TEA budget +/- 10%/3yrs
- ✓ 11. 10 pts. LT Liab. ≤60% Total Assets = 82% (gr. exception)
- ✓ 12. 10 pts. Debt Service Coverage Ratio ≥ 1.2x
- ✓ 13. Unrestricted net assets >5% LT Liab. (5 pts. Lost FY2021)
- ✓ 14. 10 pts. Administrative cost ratio ≤ 14.01%

Operating Tests

- ✓ 15. 10 pts. No enrollment decrease (Student : Staff Ratio)
- ✓ 16. 5 pts. Estimated ADA within 10% of estimate
- ✓ 17. Reported PEIMS data matched AFR data
- ✓ 18. Audit found no internal control weakness
- ✓ 19. 10 pts. No audit findings of Federal non-compliance
- ✓ 20. 5 pts. Required postings on website
- ✓ 21. Geographic Boundary test (max 89pts. if failed)

Treasury**BANKING**

PNC	44,632,000	
Texas Capital Bk	30,000,000	
TEXPOOL	62,000	0.8125% (↑.3682%)
Total Cash	\$ 74,694,000	(↑\$19,816,000)

PNC/BBVA Loans (S/T)

\$-0- million drawn on \$10 million line
 \$20 million drawn on \$35 million line

Texas Capital Bank (L/T)

\$30 million drawn on \$60 million line (3.16%)

Other Information**Financing**

- * PNC Line Renewal / Expansion
- * TCB Line Expansion possible
- * \$120 million Bond issue September or later (PSF)

Key Indicators	Final 2021	2022A Budget	2022 Est.
Revenue	\$ 239,100,000	\$ 245,000,000	\$248,400,000
Expenses	\$ 217,100,000	\$ 237,000,000	\$239,125,000
Net Income	\$ 22,000,000	\$ 8,000,000	\$ 9,275,000

Coversheet

CONSIDER/ACT ON APPROVAL OF SODEXO IN RESPONSE TO FOOD SERVICES RFP

Section: VIII. Board Items for Discussion/Action
Item: B. CONSIDER/ACT ON APPROVAL OF SODEXO IN
RESPONSE TO FOOD SERVICES RFP
Purpose: Vote
Submitted by:
Related Material: Approve SODEXO's BG Ramirez food contract.pdf

VIII. - B	Approval of the selection of SODEXO to include BG Ramirez Elementary School
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TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER

07/19/22

Mr. Edward Conger, Superintendent
International Leadership of Texas at BG Ramirez K-8
1651 N. Glenville Dr. Suite 216
Richardson Texas 75081

RE: Food Service Management Contract (FSMC) for the 2022-2023 School Year.
CE (Contracting Entity): International Leadership of Texas at BG Ramirez K-8
FSMC: Sodexo Services of Texas Limited Partnership
Contract Submittal Date: 07/19/22

Dear Mr. Conger:

The Texas Department of Agriculture (TDA) has received and reviewed the District's proposed food service management contract and evaluation of proposals for the 2022-2023 School Year. The contract submitted to TDA is approved for award and execution by the CE and FSMC.

Please note that changes of any kind may not be made to the contract. The executed version must be the same that was submitted to TDA on 07/19/22. The District may not enter into additional agreements with the vendor that utilizes Child Nutrition funds. Contracts that are altered or amended in any way from the form that TDA approved may result in unallowed FSMC costs that require reimbursement from non-federal funds.

Submit a copy of the complete contract, signed by all parties, to NSLP-SBP.BOps@TexasAgriculture.gov by June 30, 2022. Contracts, along with supporting documentation, are subject to review by the U.S. Department of Agriculture (USDA) and other federal agencies. Invoices from the FSMC will be reviewed specifically to ensure duplicative costs were not charged to the District. It is the responsibility of each school district under contract with an FSMC to ensure compliance with regulations, policies, and procedures.

If you have any questions, please contact FSMC Senior Contract Specialists, at FSMC@texasagriculture.gov.

Sincerely,

A handwritten signature in cursive script, appearing to read "Mitchell Tyra".

Mitchell Tyra
Food & Nutrition Compliance Contract Manager

[PLEASE NOTE THAT CHANGES TO RFP AND CONTRACT TERMS ARE NOT PERMITTED. DISTRICTS THAT MAKE CHANGES TO CONTRACT TERMS THAT HAVE NOT BEEN APPROVED BY TDA MUST USE NON-CHILD NUTRITION FUNDS TO PAY THE FSMC. CONTRACTS MUST BE AWARDED TO THE RESPONSIVE AND RESPONSIBLE BIDDER WHOSE PROPOSAL IS LOWEST COST OR MOST ADVANTAGEOUS TO THE PROGRAM WITH PRICE AND OTHER FACTORS CONSIDERED OF WHICH COST MUST BE THE PRIMARY CONSIDERATION.]

**SCHOOL NUTRITION PROGRAMS
FOOD SERVICE MANAGEMENT COMPANY**

International Leadership Of Texas

_____ SFA Name

TDA REQUEST FOR PROPOSAL

NO. P0610

**Texas Department of Agriculture
Food and Nutrition
P. O. Box 12847
Austin, Texas 78711-2847
Phone (877) TEX-MEAL
Fax (888) 203-6593
Website <http://www.squaremeals.org>**

TDA Food and Nutrition RFP Approval Date: _____

The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part SO.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.”

“By accepting this assurance, the Program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program applicant.

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I. INTRODUCTION

This document contains a Request for Proposals for providing food service management services for International Leadership of Texas at BG Ramirez K-8 's participation in the United States Department of Agriculture's School Nutrition Programs and sets forth the terms and conditions applicable to the proposed procurement. Upon acceptance, this document shall constitute the contract (Contract) between the offeror and the school food authority.

The Texas Department of Agriculture (TDA) is not and will not be a party to any contract between a School Food Authority (SFA) and a food service management company (FSMC). The school food authority has full responsibility for ensuring that the terms of the Contract are fulfilled. TDA is not involved with the enforcement of this Contract; however, TDA can deny payment for meals received or purchased under an invalid Contract.

II. REQUEST FOR PROPOSALS

A. Legal Notice

Notice is hereby given that International Leadership of Texas at BG Ramirez K-8, (SFA Name) hereinafter referred to as the School Food Authority (SFA), intends to examine alternatives to its present food service program.

No intent should be construed from this legal notice that the SFA intends to enter into a contract with any party for alternative food service unless, in the sole opinion of the SFA, it is in the SFA's best interest.

All costs involved in submitting a response to this Request for Proposals (RFP) shall be borne in full by the party incurring the said cost.

The offeror to this RFP will be referenced as the FSMC, and any contract that may arise from this RFP will be between the FSMC and the SFA.

The SFA strongly encourages Historically Underutilized Businesses (HUB), Minority and Women Business Enterprises (MWBE), and labor surplus area vendors to compete for this RFP.

B. Request for Proposals

Proposals will be received until 10:00 am (Time) on July 12, 2022 (Date) to supply International Leadership of Texas at BG Ramirez K-8 (SFA) with food service management services during the 2022-2023 School Year, with options for renewal of the Contract for four (4) additional terms of one year each. Price adjustments for renewal options will be limited to a Consumer Price Index (CPI) percentage validated annually.

All FSMCs submitting a proposal must complete all the information required in the RFP, including requested certifications, document responses, and the pricing proposal form. No modifications may be made to any of the standard templates or forms in this RFP to provide a responsive proposal. Proposals received without the completed RFP, certifications, document responses, and pricing proposal form will be considered non-responsive and the FSMC's proposal will be disqualified.

Competitive sealed proposals are subject to all the conditions and specifications attached hereto and will be received in the office of Frank Crabill (Procurement Section) and shall be marked on the envelope "**Food Service Management Proposal, #P0610**" (RFP #) and mark on the envelope with respondent's return address.

SFA reserves the right to reject any proposals and to waive any minor technicalities to take the action which it deems to be in the best interest of the SFA.

The contract resulting from this RFP will be for fixed meal prices and commence on July 1, 2022. This standard template provided by TDA must be used for the contract.

Additional information required to respond to this **RFP** may be obtained from SFA's business office telephone (972) 422-2121 (Number). If additional information is provided, it must be shared with all offerors.

Contracts executed based on submitted proposals are revocable if contrary to law. (See Standard Terms and Conditions hereinbelow).

C. Procurement Method

The procurement method will be the Competitive Sealed Proposals method (commonly known as a Request for Proposals or RFP). All procurement transactions shall be conducted in a manner that provides maximum full and open competition consistent with 2 CFR 200.

D. Pre-Proposal Meeting

A meeting with interested offerors to review the specifications, to clarify any questions, and for a walkthrough of the facilities with school officials, will be on June 28, 2022 (Date) at 11:00 am (Time) Location: 3301 N Shiloh Garland TX 75044 (Physical street address of Pre-Proposal Meeting) Attendance is required [Note: If SFA makes attendance by offerors mandatory, then SFA may not waive requirement] Vendor presentations will not be scheduled at this time.

E. Proposal Submission and Award

Each prospective FSMC is to submit 3 (Number) copies of the proposal to the SFA.

All Proposals are to be submitted in a sealed envelope marked "Food Service Management Proposal, #P0610 (RFP #). Responses should address each of the requirements set forth in this RFP. Please provide the requested information no later than 10:00 am (Time) CST on July 12, 2022 (Date) to the address below. Responses will be publicly opened at 10:01 am (Time) CST on July 12, 2022 (Date) to be evaluated per the criteria specified.

Competitive Sealed Proposals are to be submitted to:

Name: Frank Crabill
Mailing Address: 2021 Lakeside Blvd
Physical Address: _____
City: Richardson Tx
State/Zip: 75082

To be considered, each offeror must submit a complete response to this solicitation using the forms provided, along with any other documents submitted as a part of the Proposal and considered responsive to this RFP. No other documents submitted with the RFP and the Contract will affect the Contract provisions, and there may be no modifications to the RFP and Contract language. If an offeror modifies, revises, or changes the RFP and/or contract in any manner, the SFA will reject the offer as non-responsive. The Offeror must review Section N to review additional services designated by the SFA. Award will be made only to a qualified and responsible offeror whose proposal is responsive to this solicitation. A responsible offeror is one whose financial, technical, and other resources indicate an ability to perform the services required. The offeror shall submit any requested documentation or qualification data along with the sealed proposal. Failure to furnish such documentation, or the inclusion of any false or misleading

information therein, shall be sufficient cause for the rejection of the Proposal or termination of any subsequent Contract.

Offerors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at the Offeror's own risk and therefore cannot secure relief on a plea of error. The SFA is not liable for any cost incurred by the offeror in submitting a proposal. **Paying the FSMC from School Nutrition Program funds is prohibited until TDA approval is provided and the Contract is signed.**

If additional information is requested, please contact Larry Albritton _____ (Contact Name) at lalbritton@iltexas.org (Number or E-mail). Any additional information provided to one offeror will be available to all as required to ensure full and open competition.

F. Late Proposals

Proposals will not be accepted after the exact time specified for receipt. Such documents shall be returned unopened to the Offeror.

G. Altering, Amending, or Withdrawing Proposal

No proposal may be altered, amended, or withdrawn after the specified time for opening proposals.

H. Rejection of Proposals

Proposals that do not conform to the requirements of this RFP shall be rejected. Proposals may be rejected for reasons that include, but are not limited to, the following:

- The proposal was received after the submission deadline,
- The proposal was not signed by an authorized representative of the FSMC,
- The proposal contained unauthorized amendments, deletions, or contingencies to the requirements of the RFP,
- The proposal was incomplete or contained significant inconsistencies or inaccuracies.

SFA reserves the right to reject any proposal for a sound, documented reason or to reject all proposals if there is an insufficient number of proposals.

I. Calculation of Time

Periods stated as a number of days shall be calendar days.

J. Firm Offer

By submitting a response to this RFP, and if such a response is not withdrawn before the time for opening proposals, the offeror understands and agrees that it is making a firm offer to enter into a contract, which may be accepted by SFA and which will result in a binding contract. **Such proposal is irrevocable for ninety (90) days after the time for opening proposals has passed.** SD (Initial) June 7, 2022 (Date) **FSMC must initial and date here to show agreement.**

III. EVALUATION AND AWARD

A. Evaluation Criteria

Proposals received will be reviewed to ensure all materials have been submitted as specified in this RFP. The contract award will be made to the single qualified vendor that provides the lowest price, most responsive, responsible proposal. A responsible Offeror whose financial, technical, and other resources indicate an ability to perform the services required by this solicitation.

To be considered, each Offeror must submit a complete response to this solicitation using ONLY the forms provided. No other documents submitted with the Request for Proposal/Contract will affect the contract provisions. If documents or modifications outside of the RFP are included in offers, the proposal may be considered unresponsive.

The offeror must be incorporated or licensed to do business in the State of Texas and must be registered with the Food and Nutrition (F&N) of TDA.

The respondents should submit annual reports or financial statements for the past fiscal year in the format of an "accountant's review," including notes to the financial statements provided by a certified public accountant. If the offeror is doing business with like school systems and is familiar with the regulations about operations in such environments, the offeror will receive points for that experience in the evaluation of the weighted criteria. If the offeror is presently operating a comparable, successful National School Lunch Program (NSLP) and School Breakfast Program (SBP) in a school setting, the offeror will receive points for that experience in the evaluation of the weighted criteria.

Value-added responses (a response offering goods and services using general terms rather than addressing the specifically defined expectations) are not permitted. SFAs may not provide additional points when evaluating solicitations based on value adds.

SFAs must not change or bypass the published evaluation and scoring criteria to circumvent full and open competition.

B. Award Criteria

Proposals must be evaluated by an SFA committee based on the offer per meal/meal equivalent and the criteria, categories, and assigned weights as stated herein below (to the extent applicable). Contracts must be awarded to the responsive and responsible bidder whose proposal is the lowest price or most advantageous to the program with the price and other factors considered. The cost must be the primary consideration. See United States Department of Agriculture's Food and Nutrition Service Memo dated November 13, 2015, SP 12-2016. Committee members must consist of SFA employees and representatives familiar with the terms and conditions of the RFP criteria and the evaluation process. Evaluators cannot have any association, personal, or working relationship with the FSMC. Committee members and employees associated with an FSMC will be precluded from participating in the RFP and subsequent Contract process. Each area of the award criteria must be addressed in detail in the Proposal.

The Offeror shall submit a written proposal to address each of the criteria below. The proposal will be evaluated and scored by the SFA's evaluation committee. The maximum points for each criterion are provided below.

Evaluation Criteria	Maximum Points
Cost (25 points or more)	30
Guaranty in RFP Included in Proposal (maximum of 5 points)	10
Years of Experience in working with Child Nutrition Programs (maximum of 10 points)	10
Service Capability Plan (points determined by SFA)	10
Financial Conditions/Stability, Business Practices (points determined by SFA)	10
Accounting and Reporting Systems (points determined by SFA)	10
Promotion of Child Nutrition Programs (points determined by SFA)	10
Personnel Management/Staffing Considerations (points determined by SFA)	5
Student Engagement (points determined by SFA)	5
Compliance/Audit History (points determined by SFA)	
Other: Specify (points determined by SFA)	
Total Points (100)	100

The fixed price per meal/meal equivalent may be increased on an annual basis by the Yearly Percentage Change in the Consumer Price Index for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Food Eaten Away from Home [insert one CPI regional index: South-Size Class A (population of metropolitan area over 1.5 million), South-Size Class B/C (Mid-sized and small population metropolitan area with fewer than 1.5 million), or South-Size D (all nonmetropolitan areas)] (CPI). Such increases shall be effective on a prospective basis on each anniversary date of this Contract and will only be permitted if approved in advance by SFA. CPI fee increases for the upcoming Contract renewal year must be submitted to SFA by April 1 of each year. No other fee increases will be allowed.

C. Proposal Protests

Any action which diminishes open and free competition seriously undermines the integrity of the procurement process and may subject an SFA to protests. SFAs/Sponsors are responsible for properly responding to protests and concerns raised by potential contractors. Pursuant to 2 CFR Part 200.318(k), SFAs/Sponsors must have protest procedures in place to handle and resolve disputes relating to their procurements and must in all instances disclose information regarding a protest to TDA.

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IV. FINAL CONTRACT

A. Duration of Contract

Unless terminated in accordance with Section V, paragraph K, this Contract will be in effect for a period of one year commencing on July 1, 2022, and terminating on June 30, 2023, and may be renewed for four (4) additional terms of one year each upon mutual agreement between SFA and FSMC and subject to fulfillment of all contract terms designated herein.

B. Contract Documents

Only the following attachments and documents may be included in the Contract document.

1. Original RFP
2. Exhibit A – Site Information – Services Required
3. Exhibit B – Budget
4. Exhibit C – Charts
5. Exhibit D – Designation of Program Expenses
6. Exhibit E – Employees
7. Exhibit F – Food Specifications
8. Exhibit G – Price Proposal Form
9. Exhibit H – Equipment Investment
10. Exhibit I – Applicable Laws
11. Exhibit J – Anti-Collusion Affidavit
12. Exhibit K – Procurement – Certification Regarding Lobbying
13. Exhibit L – Disclosure of Lobbying Activities
14. Exhibit M – Menu Cycles
15. Exhibit N – Price Determination Certificate
16. Exhibit O – SFA Certification of Acknowledgement
17. Exhibit P – FSMC Certification Acknowledgement
18. Exhibit Q – Non-Delegable School Food Authority (SFA) Responsibilities
19. Exhibit R – Debarment Certification

C. Proposal Computation Method

Estimated totals must be carried out to the second decimal place and must not be rounded.

D. Renewal Assumptions

Assumptions: Financial terms of the Agreement are based upon existing conditions and the following assumptions. If there is a material change in conditions, including, without limitations, changes to the following assumptions, this contract (1) may be terminated at the end of the current term or (2) continue under the same terms as written, whichever is mutually agreed upon.

The distinction between a minor change and a material change cannot be qualified for every action undertaken in the Child Nutrition programs. However, at a minimum, a change is material if, had the new term been in the solicitation and original contract, it could have affected how the bidder and other competitors responded to the RFP.

Services or features contingent on multi-year contracts are not allowable. For example, equipment installation may not be stipulated for subsequent contract renewal years.

1. The SFA's policies, practices, and service requirements shall remain materially consistent throughout the contract term and any subsequent contract renewals. The term materially consistent shall mean that a change does not (1)

materially increase FSMC's cost of providing management service or (2) materially decrease the net revenue derived from the food service operations.

2. Legislation, regulations, and reimbursement rates that create changes in the school lunch program shall be enforced on their effective date.
3. Usable USDA Foods of adequate quality and variety required for the menu cycle, valued at an amount as set forth by USDA per pattern meal for the contract year will continue to be available.
4. The government reimbursement rates in effect shall remain materially consistent throughout the year.
5. Meal components and quantities required by any of the programs selected in V. of this RFP and Contract, Section 2. Scope and Purpose, remain consistent with prior years.
6. Service hours, service requirements, and type/number of facilities selling food and/or beverages on SFA's premises shall remain materially consistent throughout the contract term and any subsequent renewal years.
7. The state or federal minimum wage rate and taxes in effect shall remain materially consistent throughout the year.
8. The projected number of full feeding days is: 169 (Number) and shall remain materially consistent in renewal years.
9. If participating in Seamless Summer Option (SSO), the projected number of full feeding days for SSO is: 30 (Number) and shall remain materially consistent in renewal years. If participating in Summer Food Service Program (SFSP) see Section O.
10. SFA revenue credited to the food service program shall include all state and federal amounts received specifically for CN operations.

E. Contract Cost Increase

The FSMC may negotiate at the end of each one-year contract period for a cost increase. Any proposed increase cannot exceed the annual percentage increase of the Consumer Price Index for All Urban Consumers (CPI-U) for the preceding year.

All contract renewals shall be for a period of one year beginning July 1st and ending June 30th, with mutual agreement between the SFA and the FSMC. Renewal contracts cannot be effective prior to the final approval date by TDA and signed by both parties. Failure to have renewal contracts fully executed prior to July 1st, will lapse this contract, and require the SFA to re-bid the contract unless a written request for approval is submitted to and granted by TDA. Renewal year contracts are contingent upon fulfillment of all contract provisions. If TDA determines during an Administrative Review, Procurement Review, audit, etc., that the FSMC is not meeting contractual obligations and is responsible for non-compliance of program regulations, TDA may decline to approve a renewal contract until it can be demonstrated that the FSMC is capable of meeting contractual obligations and compliance with program regulations.

F. Severability

If one or more provisions of this contract or the application of any provision to either party or circumstance is held invalid, unenforceable, or illegal in any respect, the remainder of this Contract and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

G. Silence, Absence, or Omission

Any silence, absence, or omission from the Contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials (e.g., food, supplies, etc.) and workmanship of a quality that would normally be specified by SFA are to be used.

H. TDA Review

This Contract may not be executed until TDA approval is provided. Costs incurred prior to TDA approval may not use federal child nutrition funds.

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V. STANDARD TERMS AND CONDITIONS

The following definitions shall apply within this document and its attachments:

1. "Accounting Periods" means Monthly (a specific period of time (e.g., monthly and quarterly)
2. "Allowable Cost" means costs that are allowable under 2 CFR Part 200, Subpart E, "Cost Principles."
3. "Applicable Credit" means the meaning established in 2 CFR 200.406(a).
4. "Charge" means any fixed-priced meal rates as outlined in the contract. No additional administrative fees may be assessed.
5. "Contract" means this RFP and Contract and the attached exhibits.
6. "Direct Cost" means any Allowable Cost that is: (i) incurred by FSMC in providing the goods and services that are identified in SFA's Food Service Budget; and (ii) reasonably necessary in order for FSMC to perform the Services hereunder.
7. "Effective Date" means July 1, 2022.
8. "Fixed Price" means an agreed-upon amount that is fixed at the inception of the Contract. Within a Fixed price contract, the FSMC is the purchasing agent. The SFA is charged one fixed price. Included in the fixed price are:
 - a. Menu development specific to the operation
 - b. Nutrition education materials and program expense
 - c. Design services specific to the operation
 - d. Education programs via assembly programs, schoolroom programs, parent/teacher meetings, and school food advisory committee meetings
 - e. Personal representation, visitation, and coverage on a regular basis by a principal of the FSMC
 - f. All accounting
 - g. All payroll costs and documentation
 - h. Administrative dietetic, nutritional, sanitation, and personnel advice
 - i. All costs incurred in hiring and relocating, if necessary, the FSMC management team
 - j. All training costs for FSMC employees
 - k. All travel costs for training for FSMC employees
 - l. All miscellaneous costs to operate the program: i.e., consumable marketing materials, posters, menu templates, proprietary printed materials.
9. "FSMC's Proposal" means Food Service Management Company's response to the RFP and Contract. Any expenses borne by the FSMC should be included in their proposed priced price.
10. "Material Change" means any change made to a contract after it has been awarded that alters the terms and conditions of that contract substantially enough that had other respondents known of these changes in advance, they could have proposed differently and more competitively (USDA Contracting with Food Service Management Companies – guidance for School Food Authorities- May 2016).
11. "Meal Equivalent" is a numerical value derived by dividing the à la carte revenue by the per meal sum of the Federal and State Free reimbursement plus the value of USDA entitlement and bonus foods. À la carte revenue should include all sales to adults and à la carte sales to students. (*Contracting with Food Service Management Companies: Guidance for School Food Authorities, May 2016*)
12. "Non-profit School Food Service Account" means the restricted account in which all of the revenue from all food service operations conducted by the SFA principally for the benefit of school children is retained and used only for the operation or improvement of the Nonprofit School Food Service Account.
13. "Program(s)" or "Child Nutrition Program(s)" means the USDA Child Nutrition Programs in which SFA participates.
14. "Program Funds" means all funds that are required to be deposited into the Non-profit School Food Service Account.
15. "Proposal" means Food Service Management Company's response to the RFP and Contract.
16. "RFP" means SFA's Request for Proposal and Contract, # P0610 (RFP #) and all its attachments.
17. "Services" means the services and responsibilities of FSMC as described in this Contract, including any additional services described in Section N of this Contract.
18. "SFA" or "School Food Authority" means the school food authority as defined in 7 CFR 210.2.

19. "SFA's Food Service Budget" means the Food Service Budget for the Current School Year, which is attached to this Contract as "Exhibit B" and fully incorporated herein.
20. "SFA's Food Service Facilities" means the areas, improvements, personal property, and facilities made available by SFA to FSMC for the provision of the food services as more fully described herein.
21. "SFA's Food Service Program" means the preparation and service of food to SFA's students, staff, employees, and authorized visitors, as outlined in the scope and purpose, Section A.
22. "SFA's Food Service Location(s)" means the schools or other locations where Program meals are served to SFA's schoolchildren.
23. "Summer Program" means either the Summer Food Service Program or the Seamless Summer Option identified hereinbelow, and in which SFA participates.
24. "TDA" means the Texas Department of Agriculture.
25. "USDA" means the United States Department of Agriculture, Food and Nutrition Service.

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A. Scope and Purpose

1. During the term of this Contract, FSMC shall operate SFA’s Food Service Program in conformance with SFA’s agreement with the Texas Department of Agriculture’s (TDA) Food and Nutrition Division (FND).
2. FSMC shall have the exclusive right to operate the programs checked below at the sites specified by SFA in the Schedule of Food Service Locations and Services Provided, which is attached to this Contract as “Exhibit A” and fully incorporated herein. The proposals submitted must be inclusive of all of the SFA’s current programs requested in the RFP. However, the SFA reserves the right to add and/or expand the federal child nutrition program to provide the availability of food resources to children and students that can be served through these programs if a material change does not exist, and prior approval is granted by the State Agency before adding child nutrition programs. The SFA also reserves the right to remove child nutrition programs.

- | | |
|---|--|
| <input checked="" type="checkbox"/> National School Lunch Program (NSLP) | <input checked="" type="checkbox"/> Catering |
| <input checked="" type="checkbox"/> Seamless Summer Option (SSO) | <input type="checkbox"/> Concessions (operated by the FSMC) |
| <input checked="" type="checkbox"/> School Breakfast Program (SBP) | <input type="checkbox"/> Vending (FSMC supplied machines) |
| <input checked="" type="checkbox"/> Breakfast in the Classroom | |
| <input checked="" type="checkbox"/> Universal Breakfast | <input type="checkbox"/> Special Milk Program (SMP) |
| <input checked="" type="checkbox"/> NSLP After School Care Program (ASCP) | <input checked="" type="checkbox"/> Summer Food Service Program (SFSP) |
| <input checked="" type="checkbox"/> Fresh Fruit and Vegetable Program (FFVP) | |
| <input checked="" type="checkbox"/> À la carte/Adult Meals/Non-Program Sales | <input checked="" type="checkbox"/> Disaster Feeding |
| <input checked="" type="checkbox"/> Child and Adult Care Food Program (CACFP) | <input type="checkbox"/> Other: _____ |
| <input checked="" type="checkbox"/> At-Risk Snacks | <input type="checkbox"/> Other: _____ |
| <input checked="" type="checkbox"/> At-Risk Supper | |

3. The FSMC shall be an independent contractor and not an employee of the SFA. The employees of the FSMC are not employees of the SFA.
4. The food service provided shall be operated and maintained as a resource to the SFA’s students, faculty.
5. The FSMC shall comply with the rules, regulations, policies, and instructions of TDA and USDA, and any additions or amendments thereto, including but not limited to, Title 7 CFR parts 210, 215, 220, 245, 250; Title 2 CFR part 180, 200, 417, and 418; and Title 7 CFR parts 225 (SFSP) and 226 (CACFP), as applicable.
6. The FSMC’s operation of SFA’s Food Service Program shall include the performance by the FSMC of all the Services described in this Contract, for the benefit of SFA’s students, faculty, and staff.
7. The SFA shall retain signature authority for the application/contract, free and reduced-price policy statement, and Programs indicated in Section A, Paragraph 2, herein, and the monthly claim for reimbursement. (Reference 7 CFR 210.9(a) and (b) and 7 CFR 210.16(a)(5))
8. The SFA shall be responsible for the establishment and maintenance of the free and reduced-price meals’ eligibility documentation. (7 CFR 210.7(c), 7 CFR 210.9(b)(18) and 7 CFR 245.6(e))
9. The FSMC shall implement an accurate point of service count using the counting system provided by SFA in its application to participate in the School Nutrition Programs and approved by TDA for the programs listed in Section A, Paragraph 2, herein, as required under USDA regulations. Such a counting system must eliminate the potential for the overt identification of free and reduced-price eligible students under USDA Regulation 7 CFR 245.8(b).

10. The SFA shall be responsible for the development and distribution of the parent letter and Application for Free and Reduced-Price Meals and/or Free Milk and participating in Direct Certification. SFA shall be responsible for the determination of eligibility for free or reduced-price meals and free milk, if applicable. SFA shall be responsible for conducting any hearings related to decisions regarding eligibility for free or reduced-price meals and free milk, if applicable.
11. The SFA shall be responsible for verifying Applications for Free and Reduced-Price Meals as required by USDA regulations.
12. The SFA and the FSMC agree that this Contract is neither a *cost-plus-a-percentage-of-income* nor a *cost-plus-a-percentage-of-cost* contract as required under United States Department of Agriculture (USDA) Regulations 7 CFR §210.16(c) and 2 CFR 200.324(d).
13. SFA shall be legally responsible for the conduct of SFA's Food Program and shall supervise the food service operations in such manner as will ensure compliance with all applicable statutes, regulations, rules, and policies including regulations, rules, and policies of TDA and USDA regarding the School Nutrition Programs.
14. SFA shall retain control of the Non-profit School Food Service Account and overall financial responsibility for SFA's Food Service Program.
15. The SFA shall establish all selling prices, including price adjustments, for all reimbursable, non-reimbursable meals/milk, à la carte, and non-program sales (including vending, adult meals, contract meals, concessions, and catering) prices.
16. The SFA shall be responsible for ensuring the resolution of Program reviews and audit findings. FSMC shall fully cooperate with SFA in resolving review and audit issues, and FSMC shall indemnify SFA for any fiscal action, claims, losses or damages, fault, fraud, required repayment or restoration of funds, including reasonable attorney's fees incurred in defending or resolving such issues, that results from FSMC's intentional or negligent acts.
17. The SFA shall monitor the food service operation of FSMC through periodic on-site visits to ensure that the food service is in conformance with USDA program regulations. (7 CFR 210.16(a)(3))
18. If there is more than one SFA Food Service Location, SFA or FSMC, on behalf of SFA, shall conduct an on-site review of the counting and claiming system at each SFA Food Service Location no later than February 1 of each year. If FSMC conducts the on-site review, FSMC will promptly report any findings to SFA. SFA shall always retain responsibility for the counting and claiming system. (7 CFR 210.8(a)(1))
19. FSMC shall maintain all records necessary, in accordance with applicable regulations, for the SFA, TDA, and USDA to complete required monitoring activities and must make said records available to the SFA, TDA, and USDA upon request for the purpose of auditing, examination, or review. (7 CFR 210.16(c)(1)). Records shall be retained in accordance with 7 CFR 210.23(c). The FSMC shall promptly submit all claims information to the SFA by the fifth business day following the month to be claimed.
20. Payments on any claim shall not preclude the SFA from adjusting payment to FSMC of any item found not to have been in accordance with the provisions of this RFP and Contract and bid specifications.
21. The SFA reserves the right, at its sole discretion, to sell or dispense food or beverages, provided such use does not interfere with the operation of the Child Nutrition Programs. Changes to the scope of services to be provided by FSMC beyond the original intent of this RFP and Contract that would constitute a material change to the RFP/Contract will require this Contract to be rebid.
22. FSMC shall cooperate with SFA in promoting nutrition education, health, and wellness policies, and coordinating SFA's Food Service Program with classroom instruction.

23. FSMC shall comply with applicable federal, state, and local laws, rules and regulations, policies, and instructions of TDA and USDA and any additions or amendments thereto, including USDA Regulations at 7 CFR Parts 210, 220, 245, 250; 2 CFR Part 200; 2 CFR 200.318-326, Appendix II to Part 200; 2 CFR 400; 2 CFR 415; 2 CFR 416; 2 CFR 418, and 2 CFR Part 180, as adopted and modified by USDA Regulation 2 CFR Part 417; 7 CFR Part 215 (SMP), if applicable; and 7 CFR Part 225 (SFSP), if applicable; 7 CFR Part 226 (CACFP); and 2 CFR Parts 200.38, 74, & 101(b)(1), and the other laws described in the "Schedule of Applicable Laws," which is attached to this Contract as "Exhibit I" and fully incorporated herein by reference.
24. Any changes to the terms or conditions of this Contract, which are required by Federal or State law or rule, or changes to Federal or State laws or rules, are automatically incorporated herein, effective as of the date specified in such law or rule.
25. FSMC shall comply with all SFA building rules and regulations.
26. Gifts from FSMC: The SFA's officers, employees, or agents shall neither solicit nor accept gratuities, favors, nor anything of monetary value from contractors nor potential contractors in accordance with all laws, regulations, and policies. To the extent permissible under federal, state, or local laws, rules, or regulations, such standards shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards as outlined in the SFA's written code of conduct. (See SP 09-2015; and 2 CFR Parts 200.112 & 318)
27. Any additional payments to the SFA or any foundations or organizations associated with the SFA that are unrelated to food services, such as money or rebates for school improvements and student scholarships, are not allowable.
28. The SFA or FSMC shall obtain and post all licenses and permits that it is required to hold under federal, state, or local law.
29. In all services operated by the FSMC for the SFA's School Nutrition Program, the parties shall operate the Program according to federal, state, and local regulations.
30. If the FSMC provides management services for the Fresh Fruit and Vegetable Program (FFVP) at any of SFA's Food Service Locations, SFA and FSMC shall operate the FFVP in accordance with the requirements of Section 19 of the National School Lunch Act, all applicable regulations and policies, and the FFVP Handbook for Schools, as well as USDA guidance issued via memorandum and the Administrative Review Manual (ARM). SFA and FSMC further agree that not more than 10% of the total funds awarded to the school and/or schools for the operation of the FFVP may be used for administrative expenses.

B. Food Service

1. FSMC shall serve meals on such days and times as aligned to the district calendar and the nutrition programs the SFA has indicated in Section A, Scope and Purpose in this document as requested by the SFA.
2. SFA shall retain control of the quality, extent, and general nature of food service.
3. FSMC shall offer free, reduced-price, and full-price reimbursable meals to all eligible children participating in SFA's Food Service Programs indicated in Section A, Paragraph 2 herein.
4. For an FSMC to offer à la carte food service, the FSMC must offer free, reduced-price, and paid reimbursable meals to all eligible children.
5. FSMC shall provide meals for all programs operated by the CE that meet the meal pattern set by USDA. TDA provides detailed information on applicable meal patterns in the *Administrator's Reference Manual (ARM)* which is available at Squaremeals.org.
6. FSMC shall receive no payment for meals that are spoiled or unwholesome at the time of serving, which does not meet the detailed specifications for each food component or menu item in accordance with 7 CFR 210.16(c)(3), or that do not otherwise meet the requirements of the contract.
7. FSMC shall promote maximum participation in the Programs.
8. FSMC shall provide the specified types of service in the schools/sites listed in Exhibit A.
9. FSMC shall sell on the premises only those foods and beverages authorized by the SFA and only at the times and places designated by the SFA, and that meet School Nutrition Program requirements.
10. FSMC must make substitutions in the food components of the meal pattern for students with disabilities when their disability restricts their diet as stated in the students' Individual Educational Plans (IEPs) or 504 Plans and when the need for the substitution is certified by an appropriately licensed medical practitioner. Substitutions for disability reasons must be made on a case-by-case basis only when supported by a written statement of the need for substitutions that includes recommended alternate foods unless otherwise exempted by FNS. Such a statement must be signed by an appropriately licensed medical practitioner (reference: 7 CFR 210.10(g)(1); SP 40-2017; SP 26-2017; and SP 59-2016). The FSMC may make a substitution for those nondisabled students who are unable to consume regular breakfast or lunch because of medical or other special dietary needs. Accommodations for special dietary needs for students without medical disabilities are an SFA decision. If a substitution is made to accommodate the special dietary needs of one student, the same accommodation must be made for all students with the same dietary need (reference: 7 CFR 210.10(g)(2)). There will be no additional charge to the student for such substitutions. (USDA, *"Accommodating Children with Special Dietary Needs in the School Nutrition Programs Guidance for School Food Service Staff"*.)
11. FSMC shall make substitutions for fluid milk for non-disabled students who cannot consume fluid milk due to medical or special dietary needs. Substitutions shall be made when a medical authority or student's parent or legal guardian submits a written request for a fluid milk substitute identifying the medical or other special dietary need that restricts the student's diet. Notification of fluid milk substitutions shall remain in effect until the medical authority or the student's parent, or legal guardian revokes such request in writing, or SFA changes its substitution policy for non-disabled students. Fluid milk substitutes shall provide nutrients as required by federal and state regulations. There will be no additional charge to the student for such substitutions. (Reference 7 CFR 210.10(d)(3) and 7 CFR 220.8)

C. Use of Advisory Group/Menus

1. SFA shall establish, and the FSMC shall participate in the formation, establishment, and periodic meetings of an SFA advisory board composed of students, teachers, and parents to assist in menu planning. (Reference 7 CFR 210.16(a)(8))
2. FSMC shall serve meals that follow the 21-day menu cycles that meet the food specifications contained in Food Specifications, which is attached to this Contract as "Exhibit F" and fully incorporated herein, and that meet School Nutrition Program requirements. The 21-day cycle menus developed and provided by the SFA allows the FSMC to determine the bid price. These menus should be followed without any changes to specifications unless agreed upon by the SFA. Such changes may not result in a different fixed rate. The menus are attached to this Contract as "Exhibit M" and fully incorporated herein. At a minimum, such food specifications shall include: (i) a recipe for each menu item that includes the total yield, portion size, ingredients, and all USDA-required nutrient information; (ii) the identity of all branded items that may be used in the meal; and (iii) whenever possible, the grade, style, and condition of each food item and other information that indicates the acceptable level of quality for each food item. FSMC shall provide a detailed recipe for each Food Specification identified for the 9th day in the NSLP menu cycle. A hard copy of these recipes shall be kept on file at SFA.
3. FSMC must follow: (i) the 21-day menu cycle and food specifications developed by the SFA for the NSLP; (ii) the 21-day menu cycle and Meal Specifications developed by SFA for the SBP; (iii) the 21-day menu cycle and Meal Specifications developed by SFA for the After School Snack Program; and (iv) the 21-day menu cycle and Meal Specifications developed by SFA for the Summer Program. (Reference 7 CFR 210.16(b)(1)) or any other program operated on behalf of the SFA.
4. FSMC shall serve à la carte items that meet all state and federal School Nutrition Program requirements. FSMC shall provide documentation that demonstrates that all non-program foods and meals, such as à la carte items, comply with all applicable School Nutrition Program requirements.
5. FSMC may not change or vary the menus after the first menu cycle for the NSLP, SBP, ASCP, Summer Program, or the à la carte items without the written approval of the SFA. SFA shall approve the menus no later than two weeks prior to service. (Reference 7 CFR 210.16 and 7 CFR 210.10) Any changes or variances requested by an FSMC for substitutions to the SFA menu of lower quality food items shall be justified and documented in writing by FSMC. FSMC must maintain documentation for substitutions and justification of lower quality food items for the records retention period that is applicable to food production records and shall make such documentation available to SFA, TDA, and USDA for review upon request. (7 CFR 210.16(c)(1) and 7 CFR 210.23)
6. FSMC must submit an FFVP (Fresh Fruits and Vegetable Program) cycle menu based on the information contained in the 2004 Resource, *Fruits and Vegetables Galore: Helping Kids Eat More*, (available from the FNS website, and as described in current guidance from USDA and TDA) if operated.
7. FSMC must comply with SFA's local wellness policy. In addition, the FSMC must comply with all state and local laws that affect school meal preparation and/or service.

D. Purchases

1. Whether the SFA conducts its procurement or whether the FSMC procures products on behalf of the SFA, FSMC may not require any additional liability coverage, regardless of dollar value, beyond that which SFA would require under procurements not involving FSMC.
2. FSMC shall document and track all FFVP expenses separately and make this documentation easily accessible for SFA or TDA review. Cost should be broken into two categories: (1) operational cost and (2) administrative cost.
 - a. Operational costs should cover the primary cost to run the FFVP to include the purchase of fruits and vegetables, including the cost of pre-cut produce and delivery charges; non-food items or supplies that are

used in serving and cleaning; and salaries and fringe benefits for employees engaged in preparing and distributing fresh fruits and vegetables and in maintaining a sanitary environment.

- b. Administrative costs are used principally to support planning and to manage the program. The SFA is required to strictly scrutinize all requests for reimbursement of FFVP costs, to ensure that those costs are: (i) allowable; (ii) actual costs; (iii) fully documented; (iv) utilized to purchase fresh fruits and vegetables in accordance with applicable law and regulations; and (v) do not request reimbursement for more than 10% for administrative costs. TDA will monitor the SFA and FSMC to ensure strict compliance with this provision.
 - c. The FSMC must return the full value of USDA Foods to the CE.
3. FSMC shall complete such purchasing activities in a manner that does not result in duplication of services or expenses in accordance with 2 CFR Part 200.318(d). An FSMC and SFA shall ensure that no conflict of interest exists between the third-party purchasing agent if any, and the SFA's contracted FSMC. The FSMC must not procure additional goods or services beyond what is stipulated in this Contract from the FSMC, the FSMC's parent company, or any subsidiaries of the FSMC's parent company to avoid duplication of services.
 4. SFA shall ensure that FSMC shall comply with all applicable competitive bidding and open competition requirements for such purchases, as set forth in 2 CFR Part 200, including but not limited to 2 CFR 200.318-327. In addition, SFA shall ensure that FSMC shall comply with all applicable federal, state and local laws, rules and regulations, policies, and instructions of TDA and USDA and any additions or amendments thereto, including USDA Regulation 7 CFR Parts 210, 220, 245, 250; 2 CFR Part 200; 2 CFR 200.318-327, Appendix II to Part 200; 2 CFR 400; 2 CFR 416; 2 CFR 418 and 2 CFR Part 180, as adopted and modified by USDA Regulation 2 CFR Part 417; 7 CFR Part 215 (SMP), if applicable; and 7 CFR 225(SFSP), if applicable; 7 CFR 226 (CACFP); and 2 CFR Parts 200.38, 74, & 101(b)(1).
 5. SFA and FSMC acknowledge that to the extent required by 7 CFR 250.17(e), 2 CFR Part 200, SP 38-2017, and SP 32-2019, SFA must, to the maximum extent practicable, purchase only domestic food and food products for the National School Lunch Program and School Breakfast Program that are produced and processed in the United States using over 51% domestic foods, by weight or volume. As required by the Buy American provision, all products must be of domestic origin as required by 7 CFR Part 210.21(d). A "domestic commodity or product" is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d). Exceptions to the Buy American provision should be used as a last resort; however, the SFA only may approve an alternative or exception. Requests for exception must include the: a) Alternative substitute(s) that are domestic and meet the required specifications: i) Price of the domestic food alternative substitute(s), and ii) Availability of the alternative domestic substitute(s) in relation to the quantity ordered; and b) Reason for exception: limited/lack of availability or price (include price): iii) Price of the domestic food or food product; and iv) Price of the non-domestic food or food product that meets the required specification of the domestic food or food product.
 6. To indicate a geographic preference, the SFA must check ONLY ONE of the following:
 - For this contract, SFA requires that FSMC work with the SFA to establish a process for incorporating geographic preference in the procurement of *unprocessed locally raised and locally grown agricultural products*.
 - For this contract, SFA does not require that FSMC work with the SFA to establish a process for incorporating geographic preference in the procurement of *unprocessed locally raised and locally grown agricultural products*.

E. USDA Foods

1. SFA shall retain title to all USDA Foods.
2. SFA shall ensure that all federally donated foods received by the SFA and made available to the FSMC accrue only to the benefit of the SFA's nonprofit school food service and are fully utilized therein. 7 CFR 210.16(6)

3. SFA shall assure that the maximum amount of USDA Foods is received and utilized by FSMC. (7 CFR 210.9(b)(15))
4. SFA shall ensure that FSMC has credited it for the value of all USDA Foods received for use in SFA's meal service in each School Year. The value of foods received shall appear as a credit on the invoice for the month in which the donated food was allocated except that the contractor must credit the school district for the value of all USDA Foods received for use in the school district meal service in the School Year. This must include the value of USDA Foods contained in processed end products, in accordance with the contingencies in 7 CFR part 250.51(a)
5. SFA shall maintain final responsibility for management and oversight of the procurement for processing agreements, private storage facilities, or any other aspect of financial management relating to USDA Foods. (7 CFR 210.16, 7 CFR 250.50(d))
6. The FSMC will not itself enter into the processing agreement with the processor required in subpart C of 7 CFR part 250; 7 CFR 250.53(a)(8).
7. FSMC will conduct all activities relating to USDA Foods for which it is responsible in accordance with 7 CFR Parts 250, 210, 220, 225, and 226, as applicable.
8. The FSMC shall credit the SFA the value of USDA Foods contained in the end products at the processing agreement value not less frequently than annually. (7 CFR 250.50(c); 250.53(a)(3)). All refunds received from processors must be credited on invoices submitted to the SFA's Nonprofit School Food Service Account. (7 CFR 250.51(a-b)) The method used to determine the donated food values may not be established through a post-award negotiation or any other method that may directly or indirectly alter the terms and conditions of the procurement or contract.
9. FSMC must accept and use all USDA donated ground beef and ground pork products, and all processed end products in the SFA's Food Service Program, and must use all other donated foods, or commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods, in the recipient agency's food service (unless the contract specifically stipulates that the donated foods, and not such commercial substitutes, be used). Upon termination of this Contract, or if this Contract is not extended or renewed, FSMC must return all unused donated ground beef, pork, and processed end products to SFA. (7 CFR 250.51(d); 7 CFR 250.52(c); 7 CFR 250.53(a)(5))
10. FSMC further agrees to accept and use all other USDA Foods in SFA's food service. FSMC may or may not use (substitute) commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the USDA Foods, in SFA's Food Service Program. (7 CFR 250.53(a)(6))
 - a. SFA shall consult with the FSMC in the selection of USDA Foods; however, the final determination as to the acceptance of USDA Foods must be made by the SFA.
 - b. Upon termination of this Contract, FSMC must, at SFA's discretion, return other unused USDA Foods to SFA. The value of other unused USDA Foods shall be based on the market value of all USDA Foods received for use in SFA's food service. The market value shall be the allocated value provided to the SFA in the Texas Unified Nutrition Program System (TX-UNPS). (7 CFR 250.51(a))
 - c. At the end of the year, the FSMC shall reconcile the value of USDA Foods received against credits provided on monthly invoices. The contractor shall provide final credit of any balance due to the school district. The total credit given for USDA Foods in each year must equal the USDA Foods, including bonus foods, allocated to the SFA. The credits must also encompass any transfers from other SFAs and/or the state agency accepted in excess of directly allocated USDA Foods.

11. FSMC shall have records maintained and available to substantiate the receipt, use, storage, and inventory of USDA Foods. The FSMC must submit to the SFA monthly inventory reports showing all transactions for processed and non-processed USDA Foods. Failure by the FSMC to maintain records as required by 7 CFR section 250.16 shall be considered prima facie evidence of improper distribution or loss of USDA Foods and the FSMC shall be subject to the provisions of 250.13(e). FSMC shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA Foods.
12. FSMC shall credit SFA for the full value of all USDA Foods allocated for use in the SFA's meal service during the School Year (including both entitlement and bonus foods) regardless of whether the USDA Foods have been used. If the FSMC acts as an intermediary between a processor and the SFA, the FSMC shall credit the SFA for the value of USDA Foods contained in the processed end products at the USDA processing agreement value, unless the processor is providing such credit directly to the SFA. The FSMC will issue all such credit in full prior to the expiration of each Contract Term. Any extensions or renewals of this contract, if applicable, are contingent upon the fulfillment of all contract provisions related to foods.
13. FSMC will comply with 7 CFR 250.14(b); 250.52, and 250.53(a)(9) concerning storage and inventory management of USDA Foods in accordance with 7 CFR 250.52. (7 CFR 250.53(b)) Failure by FSMC to maintain the required records under this Contract shall be considered prima facie evidence of improper distribution or loss of USDA Foods.
14. FSMC will comply, as applicable, with 7 CFR 250.51 and 250.52 concerning payment of processing fees or submittal of refund requests to a processor on behalf of the SFA, or remittance of refunds for the value of foods processed in products to the SFA, in accordance with requirements in 7 CFR Part 250 subpart C.
15. FSMC shall allow SFA and/or any state or federal representative or auditor, including USDA or their duly authorized representatives, to perform onsite reviews of FSMC's food service operation, including the review of records, to ensure compliance with requirements for the management and use of USDA Foods. (7 CFR 250.53(a)(10))
16. FSMC shall maintain records to document its compliance with requirements relating to USDA Foods in accordance with 7 CFR 250.54(b). (7 CFR 250.53(a)(11))
17. In this fixed-meal rate contract, the proposal/bid rate per meal must be calculated as if no USDA Foods were available.
18. FSMC acknowledges that the renewal of this Contract is contingent upon the fulfillment of all contract provisions herein relating to USDA Foods. (7 CFR 250.53(a)(12))

F. Employees

1. FSMC shall provide and pay a staff of qualified management (and operational) employees assigned to duty on SFA's premises for the efficient operation of the Programs.
2. SFA must designate if current SFA employees, including site and area managers as well as any other staff, will be retained by SFA or be subject to employment by the FSMC. This must agree with the information reported in the List of Charts and Other Attachments, Chart 2, which is attached to this Contract as "Exhibit C" and fully incorporated herein, and the Schedule of FSMC Employees, which is attached to this Contract as "Exhibit E" and fully incorporated herein.

CHECK ONLY ONE:

Employees retained by:

- SFA (See Exhibit C, Chart 2)
- FSMC (See Exhibit E)
- Both SFA and FSMC (See Exhibit C, Chart 2, and Exhibit E)

3. Any employees to be transitioned to the FSMC payroll will be identified to include each position and the date of anticipated transition in Section N, Optional Requirements to be included herein.
4. For any employees retained by FSMC, SFA shall provide in Exhibit E a list of each FSMC food service position and the minimum qualifications acceptable to SFA for each position.
5. Any food service position not identified in the above-stated Exhibits shall be an employee of SFA. Such employees shall be supervised on SFA's behalf by FSMC management employees; provided, however, that SFA shall retain the exclusive right to control the terms and conditions of the employment of such supervisory and non-supervisory employees, including, but not limited to, control over their hiring, firing, promotion, discipline, levels of compensation and work duties.
6. If SFA is sharing FSMC employees with other SFAs, SFA shall identify in Chart 6 of the Exhibit C: Charts which is attached to this Contract and fully incorporated herein, each SFA with whom the FSMC employee is to be shared and state the percentage of time each employee will spend with each SFA. SFA's budget shall reflect the percentage of time each employee will work at SFA and for which SFA will be charged.
7. SFA shall have final approval regarding the hiring of the General Manager (Position) assigned to the Food Service Program.
8. FSMC shall comply with all wages and hours of employment requirements of federal and state laws. FSMC shall be responsible for supervising and training personnel, including SFA-employed staff. Supervision activities include employee and labor relations, personnel development, and hiring and termination of FSMC management staff. FSMC shall also be responsible for the hiring and termination of the non-management staff who are employees of FSMC.
9. If provided for in the Proposal, SFA and FSMC may transition SFA's food service employees to FSMC's payroll. If a transition occurs, the FSMC shall give first consideration to current employees of SFA or incumbent contractor when hiring employees to provide services pursuant to this Contract, but FSMC shall not be obligated to hire such employees. SFA shall not pay the cost of transferring SFA employees to FSMC payroll.
10. FSMC shall provide Workers' Compensation coverage for its employees, as required by law.
11. FSMC shall instruct its employees to abide by the policies, rules, and regulations with respect to the use of SFA's premises as established by SFA and which are furnished in writing to FSMC.
12. FSMC shall maintain its personnel and fringe benefits policies for its employees, subject to review by SFA.
13. FSMC shall assign to duty on SFA's premises only employees acceptable to SFA.
14. Staffing patterns, except for the Food Service Director, shall be mutually agreed upon.
15. FSMC will remove any employee who violates health requirements or conducts himself or herself in a manner that is detrimental to the well-being of the students, provided such request is not in violation of any federal, state, or local employment laws. In the event of the removal or suspension of any such employee, FSMC shall immediately restructure the food service staff to avoid disruption of service.
16. FSMC shall cause all its employees assigned to duty on SFA's premises to submit to health examinations as required by law and shall submit satisfactory evidence of compliance with all health regulations to SFA upon request.
17. All SFA and FSMC personnel assigned to the food service operation in each school shall be instructed in the use of all emergency valves, switches, and fire and safety devices in the kitchen and cafeteria areas.

18. To the extent and in the manner required by state law, FSMC shall perform a security (background) check on any FSMC employee that will be working at SFA.
19. FSMC shall not blacklist or require a letter of relinquishment or publish or cause to be published or blacklisted any employee of FSMC or SFA discharged from or voluntarily leaving the service of FSMC or SFA with the intent of and for the purpose of preventing such employee from engaging in or securing similar or other employment from any other corporation, company, or individual.
20. Both SFA and FSMC shall ensure that their employees adhere to the professional standards and continuing education training requirements as required by federal regulations, codified at 7 CFR 210.30, throughout the initial term and all renewals of this Contract. School food authorities that operate the National School Lunch Program, or the School Breakfast Program (7 CFR Part 220), must establish and implement professional standards for school nutrition program directors, managers, and staff, as defined in 7 CFR 210.2. Both SFA and FSMC shall establish and implement the foregoing standards and requirements under this Contract.

G. Use of Facilities, Inventory, Equipment, and Storage

1. SFA will make available, without any cost or charge to FSMC, area(s) of the premises in which FSMC shall render its services. SFA shall always have full access to the food service facilities and for any reason, including inspection and audit.
2. At the commencement, termination, or expiration of this Contract, FSMC and SFA shall take a physical inventory of all non-expendable supplies and capital equipment owned by SFA, including, but not limited to, silverware, trays, chinaware, glassware, and kitchen utensils and all furniture, fixtures, and dining room equipment utilized in SFA's Food Service Program. FSMC and SFA shall mutually agree on the usability of such supplies and equipment and, at the expiration or termination of this Contract, FSMC shall surrender to SFA all non-expendable supplies and capital equipment in the condition in which it was received except for ordinary wear and tear, damage by the elements and except to the extent that said premises or equipment may have been lost or damaged by vandalism, fire, flood or other acts of God, or theft by persons other than employees of FSMC except through the negligence of FSMC or its employees, or for any other reason beyond the control of FSMC. FSMC and SFA will sign a summary of the beginning inventory at the commencement and the expiration or termination of this Contract and keep a copy of each on file with this Contract.
3. At the commencement and the expiration or termination of this Contract, FSMC and SFA shall jointly undertake a beginning and closing inventory of all food and supplies. USDA Foods shall also be inventoried by a separate inventory. FSMC and SFA shall determine whether any portion of the beginning inventory is not suitable for SFA's continued use. Such inventory, when completed, shall become a part of this Contract by incorporation. FSMC shall be responsible for accounting for any difference between the beginning inventory and the ending inventory and shall compensate SFA for any shortfall in inventory not arising from (1) normal wear and tear; or (2) theft, fire, or other casualty loss beyond the control of FSMC and not arising from the negligence of FSMC or its agents. The value of the inventories, except for USDA Foods inventories, shall be determined by invoice cost. The value of USDA Foods inventories shall be the market value, which is the value in USDA's Electronic Commodity Ordering System (ECOS) at the time the USDA Foods are received by SFA.
4. During this Contract, title to all SFA food and supplies shall remain with the SFA.
5. FSMC shall maintain the inventory of silverware, chinaware, kitchen utensils, and other operating items necessary for the food service operation and at the inventory level as specified by SFA.
6. SFA will replace expendable equipment and replace, repair, and maintain nonexpendable equipment except when damages result from the use of less than reasonable care by the employees of FSMC.

7. FSMC shall maintain adequate storage procedures, inventory, and control of USDA Foods in conformance with SFA's agreement with TDA.
8. FSMC shall provide SFA with keys for all food service areas secured with locks.
9. SFA shall provide FSMC with local telephone service.
10. SFA shall or shall not provide water, gas, and electric service for the food service program. If SFA is providing water, gas, and electric service for the food service program, charges to the food service account shall be made at least quarterly. District may use this formula if kitchens do not have individualized meters:

District will:

- 1) Calculate the square footage of the kitchen by developing a percentage of utilities based on the square footage of the food service facilities in relation to the school's total square footage.
- 2) Determine the percentage of time the kitchen is in use compared to the total campus use. (The kitchen may operate 7 hours but the school day with activities may be 9 hours.)
- 3) Apply percentages to the average cost of the total utilities.

The district will only charge utilities for kitchens during months of operation (if the kitchen was not operating in the summer. The district must not charge the food service operation for utilities during the summer months.) The district must not include cafeteria usage when the cafeteria is used for purposes other than feeding students (pep rallies, study hall, evening functions).

11. SFA shall furnish and install any equipment and/or make any structural changes to the facilities needed to comply with federal, state, or local laws, ordinances, rules, and regulations.
12. SFA shall be responsible for any losses, including USDA Foods, which may arise due to equipment malfunction or loss of electrical power not within the control of FSMC.
13. FSMC shall not remove any food preparation and serving equipment owned by SFA from SFA's premises.
14. SFA shall not be responsible for loss or damage to equipment owned by FSMC and located on SFA premises.
15. FSMC shall notify SFA of any equipment belonging to FSMC on SFA premises within ten days of its placement.
16. FSMC shall comply with all SFA building rules and regulations.
17. FSMC shall not use SFA's facilities to produce food, meals, or services for third parties without the approval of SFA. If such usage is mutually acceptable, there shall be a signed agreement that stipulates the fees to be paid by FSMC to SFA for such facility usage. Such usage may not result in a cost to the Non-profit School Food Service Account.
18. SFA, on the termination or expiration of this Contract, shall conduct a physical inventory of all equipment, food, and supplies owned by the SFA.
19. Upon termination of this Contract, FSMC shall surrender to SFA all of SFA's equipment and furnishings used in SFA's Food Service Program in good repair and condition, reasonable wear and tear excepted.

H. Health Certifications/Food Safety/Sanitation

1. FSMC shall maintain, in the storage, preparation, and service of food, proper sanitation and health standards in conformance with all applicable State and local laws and regulations and comply with the food safety inspection requirements of 210.13(b). (7 CFR 210.9(b)(14))
2. FSMC shall maintain all State of Texas and local health certification for any facility outside the school in which it proposes to prepare meals and shall maintain this health certification for the duration of this Contract. (7 CFR 210.16(c)(2))
3. FSMC shall obtain and post all licenses and permits as required by federal, state, and/or local law.
4. FSMC shall comply with all State of Texas and local and sanitation requirements applicable to the preparation of food. (7 CFR 210.16(a)(7))
5. SFA shall maintain applicable health certification and ensure that FSMC complies with all applicable state and local regulations pertaining to sanitation, preparing, or serving meals at a SFA facility. (7 CFR 210.16(a)(7))
6. SFA shall provide sanitary toilet and handwashing facilities for the employees of FSMC.
7. FSMC SFA shall be responsible for cleaning food service equipment, kitchen floors, hoods, and grease filters.
8. FSMC SFA shall be responsible for the maintenance and expense of insect and pest control in all food service production and storage areas. FSMC will notify SFA of any problems in this area.
9. FSMC SFA shall be responsible for the removal of trash and garbage resulting from the food service program in compliance with SFA's schedule for waste disposal.
10. FSMC SFA shall be responsible for all regular food service-related building maintenance, with the exception of normal clean-up.
11. FSMC SFA shall clean the kitchen and dining room areas. (See Exhibit D, Designation of Program Expenses)
12. FSMC SFA shall provide regular cleaning service for cafeteria walls, windows, floors, light fixtures, draperies and blinds, and periodic waxing and buffing of floors.
13. FSMC SFA shall place garbage and trash in containers in designated areas as specified by SFA.
14. FSMC SFA shall operate and care for all equipment and food service areas in a clean, safe, and healthy condition in accordance with the standards acceptable to SFA and comply with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities, including laws related to recycling.
15. FSMC SFA shall routinely clean grease traps, ductwork, plenum chambers, and roof fans.
16. FSMC SFA shall provide extermination services as needed.
17. Any cleaning or sanitation that is not specifically assigned herein shall be the responsibility of SFA.
18. FSMC shall adhere to the food safety program implemented by the SFA for all preparation and service of school meals, using a Hazard Analysis and Critical Control Point (HACCP) system as required by 42 U.S.C. § 1758(h)(5)(A).

19. FSMC shall allow at least two health inspections to be conducted by the Health Department at every site involved in the school meal preparation and/or service as required by 42 U.S.C. §1758(h)(1).

I. Financial Terms

- 1. All income accruing as a result of payments by children and adults, federal and state reimbursements, and all other income from sources such as donations, special functions, catering, à la carte, vending, concessions, contract meals, grants, and loans shall be credited to the Non-profit School Food Service Fund on a daily basis. Any profit or guaranteed return shall remain in the SFA’s Non-profit School Food Service Fund.
- 2. All facilities, equipment, and services to be provided by the SFA shall be provided at SFA’s expense.
- 3. Meals & Meal Equivalency Rate
 - a. For the purpose of making the meal count computation, the number of meals served to children shall be determined by actual counts of reimbursable meals.
 - b. The FSMC and SFA shall determine à la carte meal/non-program equivalents by dividing the à la carte revenue by the per-meal sum of the Federal and State free meal reimbursement plus the per-meal value of USDA Foods entitlement and bonus USDA Foods entitlement. The equivalency factor shall be updated annually for any year that the contract is renewed.
 - c. Meal equivalents shall be determined with the following formula:

$$\frac{\text{Sales (revenue in dollars)}}{(\text{Federal Free Reimbursement Rate} + \text{State Match Reimbursement Rate} + .07 \text{ meal certification, if applicable} + \text{USDA Entitlement Value})}$$

- 4. Financial Guarantee
 - a. All revenue received in the operation of this contract must accrue to the nonprofit nutrition account.
 - b. As part of this RFP, and based on projected revenue and expenses (as outlined in Exhibit B), the SFA has determined that a financial guarantee is or is not required.
 - Breakeven position required Financial Guarantee Amount _____
 - Subsidy Amount _____ No Guarantee is Requested
 - c. If a guarantee is indicated, the SFA may evaluate this criterion up to five points. Providing a figure in excess of the guarantee is a value add and will not be considered as part of the evaluation. Additional points may not be given to guarantees not specified or other value adds.
 - d. Any guarantee offered by the FSMC shall be based on information contained in this RFP. Additional addendum and terms will not be permitted.

5. Payment Terms/Method

- a. The FSMC must be paid at a fixed rate per meal/meal equivalent. The offer amount should be based on the assumption that no foods will be available for use. The method by which FSMC will use and account for USDA Foods shall be in accordance with Section E of the Standard Terms and Conditions hereinabove. FSMC shall invoice SFA within 14 days after the end of each Accounting Period for the total amount of SFA’s financial obligation for that Accounting Period.

- b. SFA shall make payment in accordance with the Texas Prompt Payment Act, Tex. Gov't Code Chapter 2251; however, no interest or finance charges that may accrue under this Contract may be paid from SFA's Nonprofit School Food Service Account.
- c. FSMC must submit detailed documentation for each Accounting Period to support what the SFA is charged. Upon termination of the Contract, all outstanding amounts shall immediately become due and payable. Each invoice submitted by FSMC will include reconciliation for any overpayment or underpayment from prior Accounting Periods and shall identify and account for donated food as stated hereinabove.
- d. FSMC shall be responsible for paying all applicable taxes and fees, including, but not limited to, excise tax, state and local income tax, payroll, and withholding taxes, for FSMC employees. FSMC shall indemnify and hold SFA harmless for all claims arising from the non-payment of such taxes and fees.
- e. SFA and FSMC shall cooperate to ensure that SFA's Food Service Program is operated in accordance with SFA's Food Service Budget. In the event that the FSMC's operation of SFA's Food Service Program results in a deficit greater than the projected deficit stated in SFA's Food Service Budget or a return that is less than the projected return stated in the Food Service Budget, FSMC shall within 30 days pay SFA a guaranty payment as outlined in #4 above. In the event that the FSMC pays a guaranty, FSMC may not recover the guaranty from SFA in subsequent Contract years.
- f. SFA shall not be responsible for any expenditure incurred by the FSMC before the execution of this Contract and approval by TDA.

J. Books and Records

1. FSMC shall maintain such records (supported by invoices, receipts, or other evidence) as SFA will need to meet monthly reporting responsibilities and shall submit monthly operating statements in a format approved by the SFA no later than the 10th day following the month in which services were rendered. Participation records, including claim information by eligibility category, shall be submitted no later than the 5th business day following the month in which services were rendered. SFA shall perform edit checks on the participation records provided by the FSMC prior to the preparation and submission of the claim for reimbursement.
2. FSMC shall maintain records to support the SFA's claim for reimbursement and maintain all such records available upon request. 7 CFR 210.16(c)(1).
3. FSMC shall provide SFA with a year-end statement.
4. SFA and FSMC must provide all documents as necessary for the independent auditor to conduct SFA's single audit.
5. FSMC shall make its books and records pertaining to the Contract available, upon demand, in an easily accessible manner for a period of three years after the final claim for reimbursement for the fiscal year to which they pertain. The books and records shall be made available for audit, examination, excerpts, and transcriptions by SFA and/or any state or federal representatives and auditors. If audit findings regarding FSMC's records have not been resolved within the three-year record retention period, the records must be retained beyond the three years for as long as required for the resolution of the issues raised by the audit. (Reference 7 CFR 210.9(b)(17) and 2 CFR 200.334).
6. Authorized representatives of SFA, TDA, USDA, and USDA's Office of the Inspector General shall have the right to conduct on-site administrative reviews of the food service operation.
7. FSMC shall not remove federally required records from SFA premises upon the expiration or termination of this Contract.

K. Term and Termination

1. If at any time, the SFA shall make a reasonable decision that adequate funding from federal, state, or local sources shall not be available to carry out its financial obligation to FSMC, then the SFA shall have the option to terminate this contract by giving 10 days written notice to the FSMC.
2. In the event either party commits a material breach of this Contract, the non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have 30 days within which to cure the default. If the default is not cured within that time, the non-breaching party shall have the right to then terminate this Contract for cause by giving 30 days additional written notice to the breaching party. If the breach is remedied prior to the proposed termination date, the non-breaching party may elect to continue this Contract. Notwithstanding the foregoing termination clause, in the event that the breach concerns sanitation problems, the failure to maintain insurance coverage as required by this Contract, failure to provide required periodic information or statements, or failure to maintain quality of service at a level satisfactory to SFA, SFA may terminate this Contract immediately.
3. In the event that either party is prevented from performing its obligations under this Contract by war, acts of public enemies, fire, flood, or acts of God (individually each known as a "Force Majeure Event"), that party shall be excused from performance for the period of such Force Majeure Event exists.
4. In the event of FSMC's nonperformance under this Contract or the violation or breach of the terms of this Contract, SFA shall have the right to pursue any available administrative, contractual, and legal remedies against FSMC.
5. FSMC shall promptly pay SFA the full amount of any meal overclaims, disallowed costs, or other fiscal actions that are attributable to the FSMC's actions hereunder, including those overclaims based on review or audit findings that occurred during the Effective Dates of original and renewal Contracts.
6. SFA is the responsible authority without recourse to USDA or TDA for the settlement and satisfaction of all contractual and administrative issues arising in any way from this Contract. Such authority includes, but is not limited to, source evaluation, protests, disputes, claims, or other matters of a contractual nature.
7. Upon service ending by either Contract expiration or termination, it shall be incumbent upon the FSMC to cooperate fully with the replacement FSMC or SFA if SFA is returning to self-operated food service and with TDA to ensure a smooth and timely transition to the replacement FSMC or SFA.

L. Insurance

1. FSMC shall maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the state of Texas. A Certificate of Insurance of FSMC's insurance coverage indicating these amounts must be submitted at the time of the award.
2. The information below must be completed by SFA:
 - a. Comprehensive General Liability - includes coverage for:
 - 1) Premises - Operations
 - 2) Products - Completed Operations
 - 3) Contractual Insurance
 - 4) Broad Form Property Damage
 - 5) Independent Contractors
 - 6) Personal Injury
 - i. \$ 1,000,000.00 Combined Single Limit.
 - b. Automobile Liability coverage with a \$ 1,000,000.00 Combined Single Limit.

- c. Workers' Compensation—Statutory; Employer's Liability with a combined single limit of
 - ii. \$ 1,000,000.00
 - d. Excess Umbrella Liability with a combined single limit of \$ 2,000,000.00
3. The SFA shall be included as an additional insured on General Liability, Automobile, and Excess Umbrella policies.
 4. The contract of insurance shall provide notice to SFA of cancellation of insurance policies 30 days before such cancellation is to take effect.
 5. Notwithstanding any other provision of this Contract, SFA shall not be liable to FSMC for any indemnity.

M. Trade Secrets and Proprietary Information

1. During the term of this Contract, FSMC may grant to SFA a nonexclusive right to access certain proprietary materials of FSMC, including menus, recipes, signage, food service surveys and studies, management guidelines and procedures, operating manuals, software (both owned by and licensed by FSMC) and similar compilations regularly used in FSMC business operations ("Trade Secrets"). SFA shall not disclose any of FSMC's Trade Secrets or other confidential information, directly or indirectly, during or after the term of this Contract. SFA shall not photocopy or otherwise duplicate any such material without the prior written consent of FSMC. All trade secrets and other confidential information shall remain the exclusive property of FSMC and shall be returned to FSMC immediately upon termination of this Contract. SFA shall not use any confusingly similar names, marks, systems, insignia, symbols, procedures, and methods. Without limiting the foregoing and except for software provided by SFA, SFA specifically agrees that all software associated with the operation of the food service, including without limitation, menu systems, food production systems, accounting systems, and other software, are owned by or licensed to FSMC and not SFA. Furthermore, SFA's access or use of such software shall not create any right, title, interest, or copyright in such software and SFA shall not retain such software beyond the termination of this Contract. In the event of any breach of this provision, FSMC shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available. All of SFA's obligations under this section are subject to SFA's obligations under the Texas Public Information Act and any other law that may require SFA to use, reproduce, or disclose the FSMC's confidential information. This provision shall survive the termination of this Contract.
2. Any discovery, invention, software, or program, the development of which is paid for by SFA, shall be the property of SFA to which TDA and USDA shall have unrestricted rights.
3. During the term of this Contract, FSMC may have access to SFA confidential information ("SFA Confidential Information"), including student identifiable confidential information that is protected from disclosure by federal law (42 U.S.C. §1758(b)(6)). FSMC agrees to hold any SFA Confidential Information in confidence during the term of this Contract and thereafter. FSMC further agrees that FSMC has no independent rights to this information and will not make any SFA Confidential Information available in any form to any third party or use Confidential Information for any purpose other than the performance of FSMC's obligations under this Contract. FSMC will use reasonable security measures to protect SFA's Confidential Information from unauthorized access, use, or disclosure and ensure that SFA's Confidential Information is not disclosed or distributed in violation of the terms of this Contract. Immediately upon the termination or expiration of this Contract, FSMC shall return to SFA any copies of SFA's Confidential Information provided to FSMC by SFA, and FSMC will destroy all other copies of SFA's Confidential Information in all forms, partial and complete, in all types of media and computer memory, and whether or not modified or merged into other materials.

N. Optional Requirements to be Included

FSMC must not incorporate into their agreement by any method, including an additional exhibit or guaranty terms, additional items beyond what is indicated in the RFP. Also, please note that using \$4,999.00 to avoid the \$5,000.00 TDA approval limit will prevent the SFA from increasing the amount later.

The scope of this Contract shall include these optional services. **Check options that apply.**

1. Financing of Certain Equipment.

(a) FSMC may finance equipment for SFA’s Food Service Program in an amount not to exceed _____ per contract year. SFA will follow its usual procurement procedures for any transaction that is financed by FSMC; FSMC cannot be the vendor for any procurement that it finances for SFA. SFA shall repay any financing provided by FSMC at the current lending rate specified when the equipment was purchased, which sum shall be charged to SFA as a Direct Cost to the food service program or the SFA may make payments in accordance with an amortization schedule, as agreed upon by the SFA and FSMC. Ownership of the equipment shall at all times remain with SFA. Any equipment costing \$5,000 or more must have prior written approval by TDA (2 CFR 200.439(a)(3)).

(b) If the contract expires or is terminated prior to the complete repayment of the investment, SFA shall, on the expiration date, or within five days after receipt by either party of any notice of termination under this Contract, either **(SFA must check appropriate box):**

1) Deliver the equipment or other items funded by the investment to the FSMC in full release of the unpaid balance. OR

2) Retain the property and continue to make payments in accordance with the amortization schedule. (Reference: USDA Memo SP 40-2016, Updated Guidance: “Contracting with Food Service Management Companies, pages 42-43.)

2. Information Technology Systems

All Fees Must Be Part of the Fixed-Meal Rate. FSMC shall provide, at its expense, a suitable environment, including such heat, air conditioning, phone, and utility service as may be required for the installation, implementation, operation, and maintenance of the IT System. FSMC’s IT System shall provide the following services: _____

POS Note: If SFA has a Point of Service system (POS) or menu planning system/software in place which was purchased by SFA, the FSMC shall use the provided system without additional cost to the SFA. SFAs utilizing Primero Edge provided by TDA at no cost should not select this option. If the SFA does not have a POS system and wishes to use one provided by the FSMC, this option must be selected.

3. Will the SFA Transition Employee Positions to the FSMC? Yes No

If yes, the SFA shall identify each employee position to be transitioned to FSMC’s payroll, anticipated date of transition, and the manner in which transition shall occur in Exhibit E.

4. Other: _____

O. Summer Food Service Program (SFSP)

Check One: SFA does or plans to participate in the SFSP [*SFA must complete the entire section*]

SFA does not participate in the SFSP [*If this box is checked then Section O does not apply*]

1. SFA shall be responsible for determining the eligibility of all SFSP sites.
2. SFA, as a sponsor, shall be responsible for all management responsibilities of the SFSP, as described in 7 CFR §225.15 (a)(3).
3. Bonding requirements.
 - a. Bid guarantee (when the SFSP portion of the bid exceeds the Simplified Threshold of \$50,000 as applicable): Offeror shall submit with his or her bid a bid guarantee in the amount of \$ _____ [Enter an amount not less than 5 percent or more than 10 percent of the total bid price or may enter \$0, if SFSP bid does not exceed the Simplified Threshold of \$50,000 as applicable], which shall be in the form of a firm commitment such as bid bond, postal money order, certified check, cashier's check, or irrevocable letter of credit. (SFSP Memorandum 13-2014: Procurement Thresholds in the Summer Food Service Program, January 10, 2014). Bid guarantees other than bid bonds will be returned (a) to unsuccessful Offerors as soon as practicable after the opening of proposals and (b) to the successful Offeror upon execution of such further contractual documents. (i.e., insurance coverage) and bonds as may be required by the bid.
 - b. Performance guarantee (when the SFSP portion of the Contract exceeds \$50,000, restrictive Texas simplified acquisition threshold): FSMC must obtain a performance bond in the amount of \$ _____ [Enter an amount 10 percent or no more than 25 percent of the value of the Contract which shall be in the form of a firm commitment such as bid bond, postal money order, certified check, cashier's check, or irrevocable letter of credit. (SFSP Memorandum 13-2014: Procurement Thresholds in the Summer Food Service Program, January 10, 2014). Bid guarantees other than bid bonds will be returned to unsuccessful Offerors as soon as practicable after the opening of proposals. Performance bonds for the successful Offeror shall be held for the duration of the Contract. (7 CFR 225.15(m)(5-7)
4. SFA shall immediately correct any problems found as a result of a health inspection and shall submit written documentation of the corrective action implemented within two weeks of the citation.
5. FSMC must comply with the 21-day menu cycle developed by SFA for the SFSP (Exhibit M) and include it in the RFP. SFA shall approve any changes in the menus no later than two weeks prior to service after the initial cycle has been used. The SFA shall inform TDA of menu changes for the SFSP.
6. SFA, as an SFSP sponsor, is responsible for conducting and documenting the required SFSP site visits of all sites for pre-approval and during the operation of the program.
7. SFA will make the final determination of the opening and closing dates of all SFSP sites, if applicable.
8. FSMC may use foods to conduct SFSP in accordance with Section E of the Standard Terms and Conditions hereinabove and 7 CFR Part 225 and 2 CFR Part 200.

P. Certifications

FSMC shall execute and comply with the following Certifications: (i) Debarment certification shall be provided by a) the SFA providing the page from *The System for Award Management* and maintaining such record with other supporting documentation to demonstrate that the SFA had referenced *The System for Award Management*; or b) that by signing this Agreement that the FSMC certifies that neither it nor any principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal department or agency or by the State of Texas; or c) submitting the TDA Certification Regarding Debarment,

Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts form; and (ii) Anti-collusion Affidavit, which is attached to this Contract as Exhibit J and fully incorporated herein; (iii) Certification Regarding Lobbying, which is attached to this Contract as Exhibit K and fully incorporated herein; and (iv) Standard Form-LLL, Disclosure of Lobbying Activities, when applicable, which is attached to this Contract as Exhibit L and fully incorporated herein.

Q. Miscellaneous

1. Emergency Notifications.

a. SFA shall notify FSMC of any interruption in utility service of which it has knowledge. Notification will be provided to:

Name: Janna Holland
Title: District Manager
Telephone number: - 361-222-9296
Alternate telephone number: - janna.holland@sodexo.com

b. SFA shall notify the FSMC of any delay at the beginning of the school day or the closing of school(s) due to snow or other emergency situations. Notification will be provided to:

Name: Janna Holland
Title: District Manager
Telephone number: - 361-222-9296
Alternate telephone number: - janna.holland@sodexo.com

2. Governing Law. This Contract is governed by and shall be construed in accordance with Texas and federal law.

3. Headings. All headings contained in this Contract are for convenience of reference only, do not form a part of this Contract, and shall not affect in any way the meaning or interpretation of this Contract.

4. Incorporation/Amendments. This Request for Proposal and Contract, which includes the attached Exhibits A–M (collectively the “Contract Documents”), contain the entire agreement between the parties with relation to the transaction contemplated hereby, and there have been and are no covenants, agreements, representations, warranties or restrictions between the parties with regard thereto other than those specifically set forth in this Contract. In the event of a conflict between or among any of the terms of the Contract Documents, such conflicts shall be resolved by referring to the Contract Documents in the following order of priority: (i) SFA’s Request for Proposal and Contract. No modification or amendment to this Contract shall become valid unless it is made in writing, signed by the parties, and approved by TDA.

5. **INDEMNITY. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS CONTRACT, FSMC SHALL DEFEND, INDEMNIFY, AND HOLD SFA HARMLESS FROM AND AGAINST ALL CLAIMS, LIABILITY, LOSS, AND EXPENSES, INCLUDING REASONABLE COLLECTION EXPENSES, ATTORNEYS’ FEES, AND COURT COSTS THAT MAY ARISE BECAUSE OF THE ACTIONS OF FSMC, ITS AGENTS OR EMPLOYEES IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS CONTRACT, EXCEPT TO THE EXTENT ANY SUCH CLAIMS OR ACTIONS RESULT FROM THE NEGLIGENCE OF SFA, ITS EMPLOYEES OR AGENTS. THIS CLAUSE SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS CONTRACT.**

6. Nondiscrimination. Both SFA and FSMC agree that no child who participates in the NSLP, SBP, SMP, ASCP, CACFP, SSO, or SFSP will be discriminated against on the basis of race, color, national origin, sex, age, or disability.

7. **Notices.** All notices, consents, waivers, or other communications which are required or permitted hereunder, except those required under Emergency Notification herein above, shall be sufficient if given in writing and delivered personally, or by sending a copy thereof by first class or express mail, postage prepaid, courier service, charges prepaid or by facsimile transmission (followed by the original) to the address (or to the facsimile or telephone number), as follows (or to such other addressee or address as shall be set forth in a notice given in the same manner):

To: SFA jalbritton@iltexas.org

To: FSMC Sodexo Services of Texas Limited Partnership, Attention: Stephen J. Dunmore, CEO, North America Schools
9801 Washingtonian Boulevard
Gaithersburg, MD 20878

Copy: fcrabill@iltexas.org

Copy: Sodexo Services of Texas Limited Partnership, Attention: Law Department, 9801 Washingtonian Boulevard, Gaithersburg, Maryland 20878

If such notice is sent by mail or courier service, it shall be deemed to have been given to the person entitled thereto when deposited in the United States mail or courier service for delivery to that person or, in the case of a facsimile transmission, when received.

8. **Severability.** If one or more provisions of this contract or the application of any provision to either party or circumstance is held invalid, unenforceable, or illegal in any respect, the remainder of this Contract and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.
9. **Silence, absence, or omission.** Any silence, absence, or omission from the Contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials (e.g., food, supplies, etc.) and workmanship of a quality that would normally be specified by SFA are to be used.
10. **Subcontract/Assignment.** No provision of this Contract shall be assigned or subcontracted without the prior written consent of the SFA, except that FSMC may, after notice to SFA, assign this Contract in its entirety to an affiliated company or wholly-owned subsidiary without prior written consent and without being released from any of its responsibilities hereunder.
11. **Waiver.** The failure of FSMC or SFA to exercise any right or remedy available under this Contract upon the other party's breach of the terms, covenants, or conditions of this Contract or the failure to demand prompt performance of any obligation under this Contract shall not be deemed a waiver of such right or remedy; of the requirement of punctual performance; or any subsequent breach or default on the part of the other party.

(THIS SPACE INTENTIONALLY LEFT BLANK)

AGREEMENT

Offeror certifies that the FSMC shall operate in accordance with all applicable state and federal regulations.

Offeror certifies that all terms and conditions within the Proposal shall be considered a part of this Contract as if incorporated herein.

This Contract shall be in effect for one year and may be renewed by mutual agreement for four additional one-year periods.

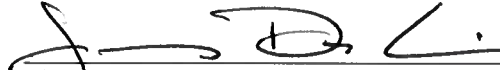
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed by their duly authorized representatives.

ATTEST:

SCHOOL FOOD AUTHORITY:

INTERNATIONAL LEADERSHIP OF TEXAS, INC.

Name of SFA


Signature of Authorized Representative

JAMES DWORIN

Typed Name of Authorized Representative

CFO

Title

July 19, 2022
Date Signed

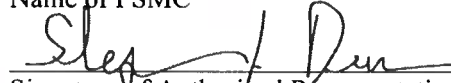
ATTEST:



FOOD SERVICE MANAGEMENT COMPANY:

Sodexo Services of Texas Limited Partnership

Name of FSMC


Signature of Authorized Representative

Stephen Dunmore

Typed Name of Authorized Representative

Chief Executive Officer, Schools, Sodexo, North America

Title

July 7, 2022

Date Signed

Exhibit A: Site Information- Services Required

If your School District has more than 20 Sites, please use Exhibit A Supplement. All sites must be recorded.

SITE/SCHOOL	GRADES SERVED	MEAL PREPARATION TYPE <small>SP= self-prep SA = satellite</small>	SERVING TIMES	BREAKFAST	LUNCH	ADULT/ALACARTE/EXTRA SALES	OFFER V.S. SERVE <small>(select by campus)</small>	ASCP Snacks (NSLP)	Seamless Summer (SSO)	Summer Feeding (SFSP)	CACFP		CATERING	CONCESSIONS	VENDING	OTHER
											At-Risk Snacks	At-Risk Supper				
BG Ramirez	K-8	SP	7:15-1:54	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Exhibit B: Budget

Projected Revenue: Based on 199 (Number) days of meal service in School Year 2022-2023 using 2021-22 reimbursement rates.

Check one:

These numbers are based on projected revenues for School Year 2022-2023 using the months of _____ (Month/Year) through _____ (Month/Year).

These numbers are based on actual revenue from School Year 2021-2022.

All non-program revenue in dollars must be converted to Meal Equivalents to estimate expense. Formula to convert is: Sales: Revenue in Dollars / (Free reimbursement rate + USDA Foods entitlement rate) x per meal rate

Consolidated Food Service Budget School Year 22-23

Revenue:

Local

Student Breakfast Sales Revenue	\$ 49.50
Student Lunch Sales Revenue	\$ 26,965.50
Adult & À la carte Sales Revenue	\$ 852.00
Catering & Other Non-Program Revenue	\$ 0.00
	<u>\$ 0.00</u>

Total Sales: \$ 27,867.00

Reimbursement

School Breakfast Program	\$ 89,231.15
National School Lunch Program	\$ 507,382.15
After School/At-Risk Snack Program	\$ 0.00
At-Risk CACFP Supper Program	\$ 64,507.50
State Matching Reimbursement	\$ 0.00
Other Federal/State Reimbursement	<u>\$ 0.00</u>

Total Reimbursement: \$ 661,120.79

Total Revenue: (Total Sales + Total Reimbursement) \$ 688,987.79

Expenses:

Reimbursable Breakfast Meal Rate Fee	\$ 88,574.37
Reimbursable Lunch Meal Rate Fee	\$ 434,477.15
Reimbursable Snack Meal Rate Fee	\$ 0.00
Reimbursable Supper Meal Rate Fee (CACFP)	\$ 60,312.75
À la carte Sales Revenue	\$ 852.00
Catering Revenue	\$ 0.00
Other Non-Program Revenue	\$ 0.00
SFA Direct Expense	<u>\$ 0.00</u>

Total Expenses: \$ 584,216.27

Estimated Budget Projection: Total Revenue (Sales + Reimbursement) – Expenses: \$ 104,771.52

USDA Foods Entitlement Allocation Estimate: \$16,132.51

SFA Contact for Budget Completion: Name: Larry Albritton Phone: (972) 479-9078

Exhibit C: Charts

The charts outlined have been supplied by the SFA to assist the FSMC with assessing the operational requirements required to fulfill the contract needs resulting from this RFP.

- Chart 1: Projected Enrollment Chart (By Campus) – Projected new campuses and dates of the anticipated opening must be included
- Chart 2: Staffing Chart (Identifying whether each position is SFA or FSMC personnel):
 - A - Cafeteria Staffing (Elementary)
 - B - Cafeteria Staffing (Secondary)
- Chart 3: Participation Data for free, reduced-price, and paid meals Chart
- Chart 4: Chart stating District Meal Prices
- Chart 5: Chart/copies of Reimbursement Claims for Current and Prior School Year(s)
- Chart 6: Chart identifying:
 - (1) each FSMC position that will be shared with other SFAs;
 - (2) the SFAs with whom FSMC employees will be shared; and
 - (3) the percentage of time FSMC employees will work at each SFA.
- Chart 7: School Calendar for 2022-2023. If SFA does not have an approved school calendar, the projected calendar may be provided.

Exhibit D: Designation of Expenses
DESIGNATION OF PROGRAM EXPENSES

The SFA has deemed the following Program Expense schedule to be a necessary part of this bid specification as an indicator of who will bear ultimate responsibility for the cost. Costs that are not provided for under the standard contract terms and conditions, but are necessary for the effective on-site operation of the food service program and are directly incurred for the SFA's operation, must be assigned by the SFA and included in the RFP. The column selected by the SFA for each expense represents whether the SFA or FSMC is ULTIMATELY responsible for that cost.

DESCRIPTION	FSMC	SFA	N/A*
FOOD:			
Food Purchases	<input checked="" type="checkbox"/>		
USDA Foods Processing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Processing and Payment of Invoices (includes USDA Foods processing)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LABOR:			
FSMC EMPLOYEES:			
Salaries/Wages	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fringe Benefits and Insurance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Retirement	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Payroll Taxes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Unemployment Compensation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SFA EMPLOYEES:			
Salaries/Wages	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fringe Benefits and Insurance	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Retirement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Payroll Taxes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Unemployment Compensation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
OTHER EXPENSES:			
**Paper/Disposable Supplies	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Smallwares	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
China/Silverware/Glassware:			
Initial Inventory	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Replacement during Operation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Telephone:			
Local	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Long Distance	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Mobile	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Uniforms			
**Linens	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Laundry	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trash Removal:			
From Kitchen	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
From Dining Area	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
From Premises	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Pest Control	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Equipment Replacement:			
Nonexpendable	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Expendable	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DESCRIPTION	FSMC	SFA	N/A
Equipment Repair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
**Car/Truck Rental (Include Explanation in RFP)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
**Vehicle Maintenance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
**Courier Service (i.e., Bank Deposits, School Deliveries)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
**Storage Costs: Storage/transportation/processing of Commodities	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Supplies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
**Office Supplies	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
**Printing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
**Promotional Materials	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CLEANING EXPENSES:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Food Preparation Areas (Include Equipment)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Serving Areas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kitchen Areas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dining Room Floors	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Periodic Waxing and Buffing of Dining Room Floors	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Restrooms for Food Service Employees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Grease Traps	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Daily Routine Cleaning of Dining Room Tables and Chairs	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Thorough Cleaning of Dining Room Tables and Chairs	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cafeteria Walls	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kitchen Walls	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Light Fixtures	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Windows	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Window Coverings	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Hoods	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Grease Filters	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Duct Work	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Exhaust Fans	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other: (List Below)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*Not Applicable

Exhibit E: Employees

SCHEDULE OF FSMC EMPLOYEES Minimum Qualifications for FTE

All FSMC employees will have their Food Service Safety Certification and have a high school education.

Schedule of FSMC Employees

Position

Monday Tuesday Wednesday Thursday Friday

Supervisor * 8:00 AM 2:30 PM 8:00 AM 2:30 PM 8:00 AM 2:30 PM 8:00 AM 2:30 PM 8:00 AM 2:30 PM

Kitchen lead * 6:00 AM 2:00 PM 6:00 AM 2:00 PM 6:00 AM 2:00 PM 6:00 AM 2:00 PM 6:00 AM 2:00 PM

Cook * 6:00 AM 2:00 PM 6:00 AM 2:00 PM 6:00 AM 2:00 PM 6:00 AM 2:00 PM 6:00 AM 2:00 PM

Cook helper * 6:00 AM 2:00 PM 6:00 AM 2:00 PM 6:00 AM 2:00 PM 6:00 AM 2:00 PM 6:00 AM 2:00 PM

Food Service Employee Server * 7:00 AM 2:00 PM 7:00 AM 2:00 PM 7:00 AM 2:00 PM 7:00 AM 2:00 PM 7:00 AM 2:00 PM

Food Service Employee Server * 7:00 AM 2:00 PM 7:00 AM 2:00 PM 7:00 AM 2:00 PM 7:00 AM 2:00 PM 7:00 AM 2:00 PM

Food Service Employee Server * 7:30 AM 2:30 PM 7:30 AM 2:30 PM 7:30 AM 2:30 PM 7:30 AM 2:30 PM 7:30 AM 2:30 PM

Food Service Employee Server* 7:30 AM 2:30 PM 7:30 AM 2:30 PM 7:30 AM 2:30 PM 7:30 AM 2:30 PM 7:30 AM 2:30 PM

Food Service Employee Server * 7:30 AM 2:30 PM 7:30 AM 2:30 PM 7:30 AM 2:30 PM 7:30 AM 2:30 PM 7:30 AM 2:30 PM

* 30 min of lunch between service

Exhibit F: Food Specifications

FOOD SPECIFICATIONS

All Food specifications must meet requirements of the United States Department of Agriculture (“USDA”) *Food Buying Guide* (“FBG”), 7 CFR Part 210, USDA Guidance Memos, other applicable federal regulations, and TDA’s Administrative Reference Manual (“ARM”)

- All USDA Foods offered to the SFA and made available to FSMC are acceptable and should be utilized in as large a quantity as may be efficiently utilized.
- All food and food products purchased on behalf of the SFA must be in compliance with Buy American provisions. Food and Food products must be produced in the United States, and food products must be processed in the United States using over 51% of domestic foods by weight or volume. 7 CFR 250.17(e); 2 CFR Part 200; SP 38-2017; SP 32-2019; and 7 CFR Part 210.21(d).

For all other food components, specifications shall be as follows:

- Grains must be made from whole grain, whole-grain rich flour/meal, or enriched grain. Cereals may be whole grain, whole-grain rich, enriched grain, or fortified grain. All grains must be fresh (or frozen, if applicable) and must meet the minimum weight per serving as listed in the Child Nutrition Program Food Buying Guide (FBG) or as appropriately identified on a food nutrition label or product manufacturer’s statement. If applicable, the product should be in moisture-proof wrapping and pack code date provided.
- All meat and poultry must have been inspected by the USDA and must be free of color or odor.
 - Beef must be at least 70:30 lean to fat, preferably 80:20 lean to fat.
 - Poultry should be U.S. Grade A when applicable and should meet the recommendations outlined in *Specifications for Poultry Products, A Guide for Food Service Operators* from USDA.
 - For breaded and battered items, all flours must be whole-grain or enriched for bread/grains credit and breading/batter must not exceed 30% of the weight of the finished product.
 - For sausage patties, the maximum fat allowed is 50% by weight; industry standard of 38% to 42% fat preferred.
- All cured processed meats (bologna, frankfurters, luncheon meat, salami, others) shall be made from beef and/or poultry and must be processed in the United States using over 51% domestic meats. No variety of meats, fillers, extenders, non-fat milk solids, or cereal will be allowed. Meats must not show evidence of greening, streaking, or other discoloration.
- All cheese must be from domestic milk sources and should be firm, compact, and free from gas holes; free of mold; free of undesirable flavor and odors; pasteurized when applicable; preferably reduced or low-fat. All cheese should also have a bright, uniform, and attractive appearance; and have a pleasing flavor; demonstrate satisfactory melting; contain proper moisture and salt content, and be processed in the United States.
- All fish must have been inspected by the United States Department of Commerce (USDC) and meet the minimum flesh and batter/breading required for USDC Grade A product or product packed under federal inspection (PUFI) by the USDC. All fish must also be in compliance with the Buy American provisions for farmed and wild fish as described in SP 32-2019.
- All fresh fruits must be ripe and in good condition when delivered and must be ready for consumption per the USDA FBG. Fruits must at a minimum meet the food distributors’ second quality level. Fruits should have characteristic color and good flavor and be well-shaped and free from scars and bruises. Size must produce a yield equal to or greater than the attached 21-day cycle menu requirements.

- All fresh vegetables must be from domestic sources, ripe and in good condition when delivered, and must be ready for consumption per the FBG. Vegetables must at a minimum meet the food distributors' second quality level. Vegetables should have characteristic color and good flavor and be well-shaped and free from discoloration, blemishes, and decay. Size must produce a yield equal to or greater than the attached 21-day cycle menu requirements.
- All canned vegetables must be produced and processed in the United States using over 51% domestic vegetables by weight or volume; meet the food distributors' first quality level (extra fancy and fancy); canned fruits (standard) must meet the second quality level. Vegetables should have characteristic color and good fresh flavor and be free from discoloration, blemishes, and decay.
- Eggs must be from domestic sources, inspected and passed by the state or federal Department of Agriculture, and used within 30 days of the date on the carton. Eggs should be grade A, uniform in size, clean, sound-shelled, and free of foreign odors or flavors.
- Sauces, such as gravy, spaghetti sauce, pizza sauce, etc., must be smooth and uniform in color with no foreign substance, flavor, odor, or off-color.
- If applicable, the food production facility, manufacturing plant, and products must meet all sanitary and other requirements of the Food, Drug, and Cosmetic Act and other regulations that support the wholesomeness of products.
- Meals and food items must be stored and prepared under properly controlled temperatures and in accordance with all applicable health and sanitation regulations.
- Fluid milk must be from domestic sources and offered in a variety of at least two different fat contents. If flavored milk is offered in the National Lunch Program or School Breakfast program, unflavored milk must also be offered as a selection. The selection of milk must be consistent with the types of milk consumed the prior year. The milk must contain vitamins A and D at levels specified by the Food and Drug Administration and must be consistent with State and local standards.

Other (additional SFA requirements):

Exhibit G: Price Proposal Form

Required – Must be returned by the FSMC and included with contract document.

The undersigned FSMC proposes to manage the school food service for International Leadership of Texas, School Food Authority (SFA) during the School Year 2022-2023 at the fixed per-meal rates shown below, subject to the terms of SFA’s Request for Proposals including SFA’s estimated total numbers of meals shown below. If the contract is awarded, FSMC will bill SFA for meals and meal equivalents at the fixed rates shown below, without any additional charges.

The meal prices in this proposal must not consider the value of USDA Foods that the FSMC may receive for use during the year. If the contract is awarded, FSMC will fully credit SFA for the value of USDA Foods received for use.

The FSMC acknowledges that the contract will be awarded based primarily on the lowest proposed Total Cost to SFA, shown below, combined with SFA’s evaluation of non-price criteria specified in the RFP.

Program	FSMC’s Proposed Fixed Price per Meal or Equivalent	X	SFA’s Estimated Annual Meals or Meal Equivalents—all sites	=	FSMC’s Proposed Cost to SFA—all sites (extended cost)
Breakfast	\$ 2.030	X	45,295	=	\$0.00 \$91,948.85
Lunch	\$ 3.260	X	138,629	=	\$0.00 \$451,930.54
Milk	\$	X	0	=	\$0.00
NSLP Afterschool Childcare Program (ASCP)	\$	X	0	=	\$0.00
At-Risk After-school (Snacks)	\$	X	0	=	\$0.00
At-Risk After-school Meals (Supper)	\$ 3.420	X	17,625	=	\$0.00 \$60,277.50
Summer (SFSP)	\$	X	0	=	\$0.00
Seamless Summer Option (SSO)	\$ 3.260	X	5,760	=	\$0.00 \$18,777.60
Summer (SFSP)	\$	X	0	=	\$0.00
A la carte (equivalents)	\$ 3.260	X	5,765	=	\$0.00 \$18,793.90
Catering (equivalents)	\$	X	0	=	\$0.00
Non-Program Revenue (equivalents)	\$	X	0	=	\$0.00
Other:	\$	X	0	=	\$0.00

Company’s proposed Total Cost to SFA: \$ 641,728.39 \$ 0.00

Is there an equipment investment option offered? Yes No If yes, amount: \$ _____

Offeror must select one option below:

- | | | |
|---|--|--|
| <input type="checkbox"/> Breakeven Position | <input type="checkbox"/> Guaranteed Return _____ | <input type="checkbox"/> Projected Deficit _____ |
| <input checked="" type="checkbox"/> Not applicable (NA) | <input type="checkbox"/> Subsidy (specify) _____ | <input type="checkbox"/> Other (specify) _____ |

Submitted by: Stephen Dunmore

Company: Sodexo Services of Texas Limited Partnership

Printed Name and Title of Authorized Representative: Stephen Dunmore, Chief Executive Officer, Schools,
Sodexo, North America

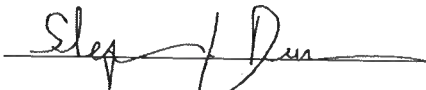
Signature:  Date: July 7, 2022

Exhibit H: Equipment Investment

An equipment investment may only be offered in response to the amount designated in Section N: Optional Requirements to be Included. If no equipment investment was requested or outlined by the SFA, the vendor shall not propose resources for this use for consideration in the RFP.

All state and federal regulations apply to all purchases made on behalf of the SFA.

Vendors must complete this exhibit to have equipment investments considered as part of the proposal.

Not Applicable

Exhibit I: Applicable Laws

SCHEDULE OF APPLICABLE LAWS

- FSMC shall comply with the mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).
- FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (the "Act"), 40 U.S.C. §3701 and 3704, as supplemented by Department of Labor regulations, 29 CFR Part 5. Under Section 103 of the Act, FSMC shall be required to compute the wages of every laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in any workweek. Section 107 of the Act provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor.
- FSMC shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR 60.
- FSMC shall comply with the following civil rights laws, as amended: Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities.
- FSMC shall comply with the Buy American provision for contracts that involve the purchase of domestic food and food products in the United States using over 51% domestic foods by weight or volume, USDA Regulation 7 CFR 210.21(d) and 7 CFR Part 250.
- FSMC has signed the Anti-Collusion Affidavit, Exhibit J, which is attached herein and is incorporated by reference and made a part of this Contract.
- FSMC shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), §508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (Title 40 CFR).
- FSMC shall comply with the Lobbying Certification, Exhibit K, which is attached herein and is incorporated and made a part of this Contract. If applicable, FSMC has also completed and submitted Standard Form-LLL, Disclosure of Lobbying Activities, Exhibit L herein, or will complete and submit as required in accordance with its instructions included in Exhibit L.
- FSMC shall strongly encourage the participation of Historically Underutilized Business (HUB), Minority and Women Business Enterprise (MWBE), and labor surplus area vendors to compete in procurement opportunities the FSMC conducts on behalf of the SFA.
- FSMC shall ensure that the nondiscrimination statement is affixed to all letters, notices, publications, and websites as required by FNS Instruction 113.1 (November 8, 2005).

Revised Equal Opportunity Public Notification (October 14, 2015)

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing, or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the *USDA Program Discrimination Complaint Form*, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for
Civil Rights 1400 Independence
Avenue, SW
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

Exhibit J: Anti-Collusion

ANTI-COLLUSION AFFIDAVIT

STATE OF Florida)

COUNTY OF Orange)

Stephen Dunmore, of lawful age, being first sworn on oath says, that he/she is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official of employees to quantity, quality, or price in the prospective contract, or any other terms of said prospective official concerning the exchange of money or other things of value for special consideration in the letting of contract; that the bidder/contractor had not paid, given or donated, or agreed to pay, give or donate to any officer or employee either directly or indirectly in the procuring of the award of a contract pursuant to this bid.

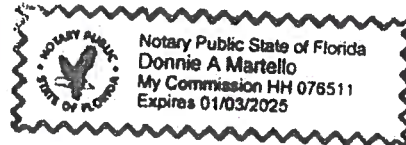
Stephen Dunmore
Signed

Stephen Dunmore, Chief Executive Officer, Schools, Sodexo, North America

Subscribed and sworn before me this 21st day of JUNE, 2025

Notary Public (or Clerk or Judge) Donnie A. Martello

My commission expires 01/03/2025



22-SCH-02203

MC P and Contract PY2022-2023
December 7, 2021

RFP No. P0610
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Exhibit K: Procurement

PROCUREMENT

Certification Regarding Lobbying

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal funds. Contractors that apply or bid for such an award must file the required certification.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Title 31, § 1352 U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of Sodexo Services of Texas Limited Partnership (FSMC) in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of Sodexo Services of Texas Limited Partnership (FSMC) in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The undersigned shall require that the language of this certification is included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

[To be completed by the FSMC when proposal submitted]

Sodexo Services of Texas Limited Partnership

9801 Washingtonian Boulevard

Gaithersburg, MD 20878

Name and Address of Organization

Stephen Dunmore, Chief Executive Officer, Schools, Sodexo, North America

Name/Title of Submitting Official


Signature

July 7, 2022

Date

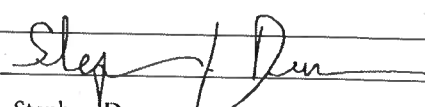
Exhibit L: Lobbying

Approved by OMB No. 0348-0046

PROCUREMENT

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See Reverse for public burden disclosure.)

<p>1. Type of Federal Action:</p> <p><input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change</p> <p>For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:</p> <p>Sodexo Operations, LLC, on behalf of itself and all its subsidiaries. 9801 Washingtonian Blvd., Gaithersburg, Maryland 20878</p> <p>Congressional District, If known:</p>		<p>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, If known: N/A</p>
<p>6. Federal Department/Agency:</p> <p>U.S. Congress, Department of Defense, White House, EPA, USDA, Department of Labor</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable:</p>	
<p>8. Federal Action Number, If known:</p> <p>Unknown</p>	<p>9. Award Amount, If known:</p> <p>\$ Unknown</p>	
<p>10. a. Name and Address of Lobbying Registrant <i>(If individual, last name, first name, MI):</i></p> <p>Sodexo Operations, LLC, on behalf of itself and all its affiliates and subsidiaries. 9801 Washingtonian Blvd., Gaithersburg, Maryland 20878</p>	<p>b. Individuals Performing Services <i>(Including address if different from No. 10a)</i> <i>(last name, first name, MI):</i></p> <p style="text-align: right;">McGlockton, Joan R.</p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less that \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: </p> <p>Print Name: Stephen Dunmore</p> <p>Title: Chief Executive Officer, Schools, Sodexo, North America</p> <p>Telephone No.: 888-Sodexo7 Date: July 7, 2022</p>	
<p>Federal Use Only:</p>		<p>Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)</p>

**Exhibit L: Continued
PROCUREMENT**

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred, Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward receipt. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks: "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g. "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Exhibit M: Menu Cycles

MENU CYCLE FOR NATIONAL SCHOOL LUNCH PROGRAM

Instructions: Attach a sample of the 21-day cycle lunch menu prepared by the SFA and save the menu per Campus Level as appropriate. This menu must be used for the first 21-day cycle of the new School Year.

If additional menus are needed, please use Exhibit M: Supplement.

2022 - 2023 School Year

Campus Level: K8

1 Alfredo Mac (V) Cheese (V) / Pepperoni Pizza (P) Double Berry Parfait (GF; V)	2 Hamburger (DF) / Cheeseburger Breakfast for Lunch: French Toast (*V) Chicken Caesar Wrap	3 Teriyaki Chicken (DF; GF) Beef Soft Tacos Turkey Chef Salad (DF; *V)	4 Crispy Chicken, Potato and Gravy Dish Cheese Quesadilla (V) Turkey Ham and Cheese on	5 Cheese (V) / Pepperoni Pizza (P)/ Meallovers Pizza (P) Macaroni and Cheese (V) Ham & Cheese Flatbread Kidzable (*V)
6 Chicken Nuggets (DF) Cheese (V) / Pepperoni Pizza (P) Strawberry Parfait (GF; V)	7 Spaghetti and Meat Sauce(DF; *V) Breaded Chicken Drumstick (DF) Zesty Italian Sub	8) Breaded Chicken Drumstick (DF) Zesty Italian Sub Beef Soft Tacos Chicken Teriyaki/Rice (DF; GF) Fiesta Salad (9 Mozzarella Stuffed Breadsticks (V) Chicken and Cheese Nachos (GF; *V) Crispy Chicken Wrap	10 Cheese (V) / Pepperoni Pizza (P) / Veggie Pizza (V) Chicken Lo Mein (DF) Craisin Chicken Salad Wrap
11 Beef Bean and Cheese Smothered Burrito Cheese (V) / Pepperoni Pizza (P) Sunbutter and Jelly Sandwich (DF; V)	12 Beef Baked Ziti Chicken Bruschetta Flatbread Turkey & Mozzarella Kidzable (*V)	13 Macaroni and Cheese (V) Sloppy Joe Sandwich Crispy Chicken Salad (*V)	14 Mini Corn Dog Chicken Parmesan Yogurt & Cheese Stick Plate (V)	15 Cheese (V) / Pepperoni Pizza (P) Chicken Spaghetti Balsamic Chicken Salad (GF; *V)
16 Roasted Chicken Cheese (V) / Pepperoni Pizza (P) Turkey Chef Salad (V)	17 Chicken Alfredo Mac (*V) Spicy Chicken Sandwich Zesty Italian Wrap	18 Baked Penne Pasta (V) Greek Gyro Bowl Crispy Chicken Salad (*V)	19 Beef and Cheese Nachos (GF; *V) BBQ Baked Potato (GF; *V) Asian Chicken Noodle Salad (DF)	20 Cheese Ravioli (V) Cheese (V) / Pepperoni Pizza (P) Double Berry Parfait (GF; V)
21 Chicken Potato Bowl Cheese Quesadilla (V) Turkey Ham and Cheeses on a Bun (*V)				

Exhibit M: Menu Cycles

MENU CYCLE FOR SCHOOL BREAKFAST PROGRAM

Instructions: Attach a sample of the 21-day cycle lunch menu prepared by the SFA and save the menu per Campus Level as appropriate. This menu must be used for the first 21-day cycle of the new School Year.

If additional menus are needed, please use Exhibit M: Supplement.

2022 - 2023 School Year

Campus Level: K8

1 Oatmeal (DF; V) Strawberry Creamy Cheese Mini Bagel (V) Assorted Cereal & Cheese Stick (V)	2 Sausage Breakfast Pizza Breakfast Bento Box (V) Assorted Cereal & Cheese Stick (3 h Toast Sticks IV) Bagel & Cream Cheese (V) Assorted Cereal & Cheese Stick (V)	4 Chicken and Waffles (*V) Just Peachy Parfait (GF; V) Assorted Cereal & Cheese Stick (V)	5 Sausage Biscuit Breakfast Sandwich Chocolate Muffin (V) Assorted Cereal & Cheese Stick (V)
6 Egg and Cheese on a Biscuit (V) Cinnamon Pop Tart & Graham Cracker (V) Assorted Cereal & Graham Cracker (V)	7 Pancake Breakfast Plate (*V) Strawberry Parfait (GF; V) Assorted Cereal & Graham Cracker (V)	8 Chicken on a Biscuit Apple Frudel Stick (V) Assorted Cereal & Graham Cracker (V)	9 Build-Your-Own Breakfast Taco (V) Double Berry Parfait (GF; V) Assorted Cereal & Graham Cracker (V)	10 Dutch Waffle (V) Oatmeal Chocolate Chip UBR (V) Assorted Cereal & Graham Cracker (V)
11 Potato Egg and Cheese on a Biscuit (V) Strawberry Creamy Cheese Mini Bagel (V) Assorted Cereal & Cheese Stick (V)	12 Mini Turkey Sausage Pancakes (DF) Cherry Muffin (V) Assorted Cereal & Cheese Stick (V)	13 French Toast Sticks (V) Wild Berry Bread (V) Assorted Cereal & Cheese Stick (V)	14 Flatbread Breakfast Pizza (P) Bagel & Cream Cheese (V) Assorted Cereal & Cheese Stick(V)	15 Breakfast Casserole (GF) Cinnamon Toast Soft Filled Bar (V) Assorted Cereal & Cheese Stick (V)
16 Egg & Cheese English Muffin Breakfast Sandwich (V) Blueberry Muffin (V) Assorted Cereal & Cheese Stick (V)	17 Pancake on a Stick Just Peachy Parfait (GF; V) Assorted Cereal & Cheese Stick (V)	18 Sausage Biscuit Breakfast Sandwich Chocolate Muffin (V) Assorted Cereal & Cheese Stick (V)	19 Build-Your-Own Breakfast Taco (V) Double Berry Parfait (GF; V) Assorted Cereal & Graham Cracker (V)	20 Oatmeal (DF; V) Strawberry Creamy Cheese Mini Bagel (V) Assorted Cereal & Cheese Stick (V)
21 Pancake on a Stick Just Peachy Parfait (GF; V) Assorted Cereal & Cheese Stick (V)				

Exhibit M: Menu Cycles

**MENU CYCLE FOR
AFTER SCHOOL CARE PROGRAM**

Instructions: Attach a sample of the 21-day cycle lunch menu prepared by the SFA and save the menu per Campus Level as appropriate. This menu must be used for the first 21-day cycle of the new School Year.

If additional menus are needed, please use Exhibit M: Supplement.

2022 - 2023 School Year

Campus Level: K8

1 Cheese Pizza (V) Apple Broccoli	2 Chicken Corndog (DF) Orange Baby Carrots	3 Beef Taco Stick Banana Celery	4 Crispy Chicken Sandwich Orange Carrot Chips	5 Grilled Cheese Sandwich (V) Apple Celery Sticks
6 Pepperoni French Bread (P) Apple Carrots	7 Chicken and Cheese Taquito Orange Broccoli	8 Cheese Pizza (V) Pear Celery Stick	9 Hamburger (DF) Banana Baby Carrots	10 Beef and Bean Red Chili Sauce Burrito (DF) Apple Carrots
11 Cheese Pizza (V) Apple Broccoli	12 Chicken Corndog (DF) Orange Baby Carrots	13 Beef Taco Stick Banana Celery	14 Crispy Chicken Sandwich Orange Carrot Chips	15 Grilled Cheese Sandwich (V) Apple Celery Sticks
16 Pepperoni French Bread (P) Apple Carrots	17 Chicken and Cheese Taquito Orange Broccoli	18 Cheese Pizza (V) Pear Celery Stick	19 Hamburger (DF) Banana Baby Carrots	20 Beef and Bean Red Chili Sauce Burrito (DF) Apple Carrots
21 Mozzarella Stuffed Breadsticks (V) Crispy Chicken Wrap				

Exhibit M: Menu Cycles

MENU CYCLE FOR SEAMLESS SUMMER OPTION OR SUMMER FOOD SERVICE PROGRAM

Instructions: Attach a sample of the 21-day cycle lunch menu prepared by the SFA and save the menu per Campus Level as appropriate. This menu must be used for the first 21-day cycle of the new School Year.

If additional menus are needed, please use Exhibit M: Supplement.

2022 - 2023 School Year

Campus Level: K8

1 Beef and Cheese Nachos (GF; *V)	2 Baked Penne Pasta (V)	3 Cheese (V) / Pepperoni Pizza (P) / Bacon Ranch Pizza	4 Teriyaki Chicken (DF; GF)	5 Beef and Cheese Nachos (GF; *V)
6 Spaghetti and Meat Sauce (DF; *V)	7 Hamburger (DF) / Cheeseburger	8 Crispy Chicken Drumstick (D)	9 Crispy Chicken Drumstick (D)	10 Cheese (V) / Pepperoni Pizza (P) / Meatlovers Pizza (P)
11 Steak Fingers (DF)	12 Teriyaki Chicken (DF; GF)	13 Beef and Cheese Nachos (GF; *V)	14 Baked Penne Pasta (V)	15 Cheese (V) / Pepperoni Pizza (P) / Bacon Ranch Pizza
16 Spaghetti and Meat Sauce (DF; *V)	17 Hamburger (DF) / Cheeseburger	18 Crispy Chicken Drumstick (DF)	19 Beef Crunchy Tacos (GF)	20 Cheese (V) / Pepperoni Pizza (P) / Meatlovers Pizza (P)
21 Steak Fingers (DF)				

Exhibit N: Price Determination Certificate

Independent Price Determination Certificate

Both the School Food Authority (SFA) and the Food Service Management Company (Offeror) shall execute this Independent Price Determination Certificate.

Name of Food Service Management Company Sodexo Services of Texas Limited Partnernhip

Name of School Food Authority International Leadership of Texas

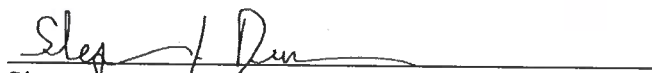
By submission of this offer, the Offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed to the Offeror and will not knowingly be disclosed by the Offeror prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other Offeror for the purpose of restricting competition.
3. No attempt has been made or will be made by the Offeror to induce any person or firm to submit or not submit an offer for the purpose of restricting competition.

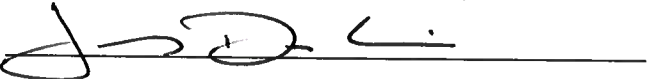
Each person signing this offer on behalf of the Offeror certifies that:

1. He or she is the person in Offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to A.1 through A.3 above; or
2. He or she is not the person in Offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate in any action contrary to A.1 through A.3 above, and as their agent does hereby certify; and he or she has not participated, and will not participate, in any action contrary to A.1 through A.3 above.

To the best of my knowledge, this Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any government agency and have not in the last three years been convicted of or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

	Stephen Dunmore, Chief Executive Officer, Schools, Sodexo, North America	<u>July 7, 2022</u>
Signature of Food Service Management Company's Authorized Representative	Title	Date

In accepting this offer, the SFA certifies that no representative of the SFA has taken any action that may have jeopardized the independence of the offer referred above.

	<u>CFO</u>	<u>July 19, 2022</u>
Signature of School Food Authority's Authorized Representative	Title	Date

Note: SFA's acceptance of an offer does not constitute an award of the contract.

Exhibit O: SFA Certification of Acknowledgement

Please initial below next to each statement certifying that you have read and fully understand the contents of this document.

I certify that I, JAMES DWORCIC (Name), on behalf of INTERNATIONAL LEADERSHIP OF TEXAS School District, have read and fully understand the contents of this contract. I understand that the SFA must maintain oversight of the food service operations and that these responsibilities will not be delegated to the FSMC. I also understand that the SFA is responsible for closely monitoring the FSMC contract and the FSMC's daily activities.

Initial Here: JL

I certify that I understand the requirements to utilize a FSMC and will comply with the procedures accordingly.

Initial Here: JL

I certify that I will not enter into an agreement with an FSMC that has a real or apparent conflict of interest. This includes FSMCs that provide recommendations, develop or draft specifications, requirements, statements of work, requests for proposals, contract terms, and conditions, or other documents for use in conducting procurement.

Initial Here: JL

I certify that I, nor any employees (including School Board Members) of ILTEXAS School District, will not solicit or accept donations, gratuities, nor favors from current or potential FSMCs (i.e., gifts, golf outings, meals, etc.).

Initial Here: JL

I certify that I will appropriately and in a timely manner respond to all bid/proposal protests and concerns raised by potential FSMCs.

Initial Here: JL

I certify that the ILTEXAS School District has a written Code of Conduct that addresses conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts, and will make sure all employees are aware of said standards.

Initial Here: JL

I have read and understand what the allowable costs are for all of the applicable CN programs.

Initial Here: JL

I certify that ILTEXAS School District will be legally responsible for the conduct of the non-profit school food service program and shall supervise the food service operations in such manner as will ensure compliance with the rules and regulations of TDA and the USDA regarding each of the CN programs covered by this contract.

Initial Here: JL

I certify that all food service employees and those responsible for the oversight of the contract and FSMC's operations have the necessary skillset to fulfill required monitoring responsibilities including management of the items that cannot be delegated to a FSMC.

Initial Here: JL

I certify that staff responsible for monitoring and oversight of the FSMC meet the minimum Professional Standards requirements.

Initial Here: JL

I certify that ILTEXAS School District shall retain control of the non-profit school food service account, signature authority, and overall financial responsibility for the CN programs. This includes access to TX-UNPS, and any other designated state system, local point of sale systems, and accounting systems.

Initial Here: JL

I certify that the CN programs are the responsibility of ILTEXAS School District and ILTEXAS School District is responsible for all contractual agreements entered into in connection with the CN programs.

Initial Here: JL

I certify that ILTEXAS School District will be responsible for determining student eligibility for all applicable programs and that Enter FSMC Name will have no involvement in the process. Initial Here: JDL

I certify that ILTEXAS School District will retain all records for the current year plus the three from the end of the contract including any renewals. Initial Here: JDL

I certify that all food will follow the current meal standards and Local Wellness Policy. Initial Here: JDL

I certify that ILTEXAS School District will monitor awarded FSMC vendor to ensure compliance with USDA regulations. Initial Here: JDL

I certify that ILTEXAS School District will be responsible for non-compliance discovered while operating with a FSMC and will comply with the return of disallowed costs to remedy findings. Initial Here: JDL

I certify that ILTEXAS School District will create an advisory board composed of students, teachers, and parents to assist in menu planning and student participation. Initial Here: JDL

I certify that ILTEXAS School District will not delegate any of the above responsibilities to the FSMC. Initial Here: JDL

I hereby certify that neither ILTEXAS School District nor its principals/authorized representatives are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from participation in this transaction by any Federal/State department or agency. Initial Here: JDL

I further certify that neither ILTEXAS School District nor any of its principals /authorized representatives has a reported criminal background that would affect the receipt of Federal funds. Initial Here: JDL

I certify that SODEXO SERVICES OF TEXAS, L.P. FSMC is not a paid consultant or contractor with ILTEXAS School District in any other capacity than for this contract. Initial Here: JDL

I certify under penalty of perjury that the information on these forms is true and correct and that I will immediately report to the state agency any changes that occur to the information submitted. I understand that this information is being given in connection with the receipt of federal funds. The state agency may verify information; the deliberate misrepresentation of information will subject me to prosecution under applicable federal and state criminal statutes.

On behalf of ILTEXAS School District, I hereby agree to comply with all state and federal laws and regulations governing the CN programs administered by the state agency. In accordance with Federal law and USDA policy. ILTEXAS School District does not discriminate on the bases of race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by the USDA. I will ensure that all monthly claims for reimbursement are true and correct and that records are available to support these claims.

Name of Authorized Representative JAMES DWORZIN

Title of Authorized Representative CFO

Signature of Authorized Representative [Signature]

Date Signed 19 July 2022

Exhibit P: FSMC Certification of Acknowledgement

Please initial below next to each statement certifying that you have read and fully understand the contents of this document.

I certify that I, Stephen Dunmore, on behalf of Sodexo Services of Texas Limited Partnership (FSMC) have read and fully understand the contents of this contract. Initial Here: SD

I certify that I, nor any of the employees of Sodexo Services of Texas Limited Partnership, (FSMC) have not received any solicitations from any International Leadership of Texas School District employee. In addition, I certify that no gifts, donations, or anything of monetary value (i.e., golf outings, meals, etc.) have been provided. Initial Here: SD

I certify that employees of the FSMC will be trained to understand and comply with all necessary training including the current written Code of Conduct authored by International Leadership of Texas School District. Initial Here: SD

I certify that all of Sodexo Services of Texas Limited Partnership (FSMC) food service employees meet the minimum Professional Standards requirements outlined for the operation of Child Nutrition programs. Initial Here: SD

I certify that International Leadership of Texas School District will be legally responsible for the conduct of the non-profit school food service program, and shall have access to all necessary documents, which will be maintained onsite, including but not limited to all contracts with vendors so that they may supervise the food service operations in such manner as will ensure compliance with the rules and regulations of TDA and the USDA regarding each of the CN programs covered by this contract. Initial Here: SD

I certify that Sodexo Services of Texas Limited Partnership (FSMC) will not have control of the district's non-profit school food service account, signature authority, and overall financial responsibility for the CN programs. This includes access to TXUNPS and any other defined state or local system. Initial Here: SD

I certify that International Leadership of Texas School District will be responsible for determining student eligibility for all applicable programs and that Sodexo Services of Texas Limited Partnership (FSMC) will have no involvement in the process. Initial Here: SD

I certify that Sodexo Services of Texas Limited Partnership (FSMC) will follow the 21-day menu for the first 21-days of service, without change. Initial Here: SD

I certify that all food will comply with the current meal standards and Local Wellness Policy. Initial Here: SD

I certify that Sodexo Services of Texas Limited Partnership (FSMC) will comply with all applicable standards, orders, or requirements issued under the Clean Air Act and the Federal Water Pollution Control Act and will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency. Initial Here: SD

I hereby certify that neither Sodexo Services of Texas Limited Partnership (FSMC) nor its principals/authorized representatives is presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from participation in this transaction by any Federal/State department or agency. Initial Here: SD

I further certify that neither Sodexo Services of Texas Limited Partnership (FSMC) nor any of its principals /authorized representatives has a reported criminal background that would affect the receipt of this Federal Award. Initial Here: SD

I certify that Stephen Dunmore (Name) is not a paid consultant or contractor with International Leadership of Texas School District in any other capacity than for this contract.

Initial Here:



I certify under penalty of perjury that the information on these forms is true and correct and that I will immediately report to the SFA any changes that occur to the information submitted. I understand that this information is provided in connection with the receipt of federal funds. The state agency may verify information; the deliberate misrepresentation of information will subject me to prosecution under applicable federal and state criminal statutes. On behalf of Sodexo Services of Texas Limited Partnership, (FSMC) I hereby agree to comply with all state and federal laws and regulations governing the CN programs administered by the state agency. In accordance with Federal law and USDA policy, Sodexo Services of Texas Limited Partnership (FMSC) does not discriminate on the bases of race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by the USDA.

Name of Authorized Representative Stephen Dunmore

Title of Authorized Representative Chief Executive Officer, Schools, Sodexo, North America

Signature of Authorized Representative 

Date Signed July 7, 2022

Exhibit Q: Non-Delegable School Food Authority (SFA) Responsibilities

The SFA shall be legally responsible for the conduct of the food service program and shall supervise and monitor the food service operations to ensure compliance with the rules and regulations of the Texas Department of Agriculture (TDA) and the United States Department of Agriculture (USDA) regarding the school food service program. The Food Service Management Company (FSMC) acknowledges that the SFA is responsible for completing the following duties and that these cannot be delegated to the FSMC:

1. **On-site inspections:** 7 CFR 210.16(a)(2) (3), 7 CFR 210.8(a)(1).
 - a. Monitor the food service operation through documented periodic visits to ensure compliance with the approved FSMC contract.
 - b. Conduct on-site reviews of the lunch counting /claiming system by school
 - c. Follow-up on any lunch counts which show counting discrepancies
2. **Control and overall financial responsibility** of the school food service account. (7 CFR 210.19(a)(1))
3. **Advisory board:** establish and include parents, staff, and students to assist in menu planning. The FSMC must adhere to the cycle for the first 21 days of meal service. Changes thereafter may be made with the approval of the SFA. (7 CFR 210.16(b)(1), 7 CFR 210.16(a)(8))
4. **Health certification:** 7 CFR 210.16(a)(7) must be maintained to assure that all state and local regulations are met by the FSMC preparing or serving meals at the SFA facilities.
5. **Establish all prices:** 7 CFR 210.16(a)(4) for food items served under the nonprofit school food service account (e.g., reimbursable meals, à la carte, and adult meals).
6. **Retain signature authority** on: (7 CFR 210.9 (a)(b), 210.16(a)(5))
 - a. Application/agreement to participate in the Child Nutrition Programs including
 - b. Free and reduced-price policy statement; and
 - c. TX-UNPS claim system.
 - d. Contractual agreements with the school nutrition program (i.e., vending meals to other SFAs, commodity processing contracts) 7 CFR 210.21 & 19(a)(1); 7 CFR 210.9(b)(13); 7 CFR 210.15(a); 7 CFR 250.15(a)
 - e. Resolution of all program review and audit findings. (7 CFR 210.18(i) and 210.18(k)(1)(2))
7. **Submit monthly claim for reimbursement** 7 CFR 210.8(a); 7 CFR 210.16(a)(5).
 - a. TDA Food and Nutrition Division approves only SFA personnel access to the system which also represents secure signature authority for applications and claims.
 - b. Review to ensure accuracy of lunch counts prior to the claim submission.
 - c. Edit check worksheets that compare daily lunch counts by eligibility category. Free and reduced-price meals may not be claimed in excess of the number of students approved for such benefits.
8. **Free and Reduced-Price Meal Process** 7 CFR 245.6
 - a. Develop, distribute, and collect parent letters and applications for free/reduced-price meals & free milk
 - b. Determination and verification of applications for free/reduced-price meals or free milk
 - c. Conduct any hearings related to such determinations.
9. **USDA donated foods** 7 CFR 210.9(b)(13) (formerly Commodities)
 - a. Monitor that the maximum amount is received and used by the FSMC in the SFA food service.
 - b. Monitor that the FSMC credits SFA at least annually for all USDA Donated foods.

10. **À la carte food service:** 7 CFR 210.16(a) The SFA must also offer free, reduced price, and full price reimbursable meals to all eligible children to operate an à la carte food service.

I acknowledge that these responsibilities cannot be delegated to the FSMC and must remain the sole responsibility of the SFA.

Printed Name of SFA Authorized Representative: JAMES DWORIKIN Title CHIEF FINANCIAL OFFICER

FSMC Representative: Stephen Dunmore Title Chief Executive Officer, Schools,
Sodexo, North America

Signature: FSMC Representative  Date July 7, 2022

Exhibit R: Debarment Certification

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

DEFINITIONS

Covered Contracts/Subcontract

(1) Any nonprocurement transaction which involves federal funds (regardless of amount), including such arrangements as a sub-grant, for example, between TDA and another entity or the Contracting Entity and another entity.

(2) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 3305 (currently \$50,000) under a grant or sub-grant.

(3) Any procurement contract for goods or services between a participant and a person under a covered grant, sub-grant, contract or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction, including

- a. Consultant.
- b. Principal investigators.
- c. Providers of audit services required by the TDA or federal funding source.
- d. Researchers.

Debarment - An action taken by a debarring official in accordance with 2 CFR Part 417, 48 CFR Part 1, or equivalent federal regulations, to exclude a person from participating in covered contracts. A person so excluded is "debarred".

Grant - An award of financial assistance, including cooperative agreements, or contracts or subcontracts for goods or services entered into to carry out an award of financial assistance. A grant may be in the form of money, or property in lieu of money, to an eligible grantee, sub-grantee or sub-recipient.

Ineligible - a person that is prohibited from entering into a covered contract or subcontract because of an exclusion or disqualification.

Participant - any person who submits a proposal for or who enters into a covered contract or subcontract, including an agent or representative of a participant.

Person - Any individual, corporation, partnership, association, unit of government, or legal entity, however organized.

Principal - An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or a consultant or other person, whether or not employed by the participant or paid with Federal funds, who— (i) is in a position to handle Federal funds, or (ii) is in a position to influence or control the use of those funds, or (iii) occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Proposal - A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to receive a covered contract.

Suspension - An action taken by a suspending official in accordance with 2 CFR Part 471, 48 CFR Part 1, or equivalent federal regulations that immediately excludes a person from participating in covered contracts for a temporary period, pending completion of an investigation and any judicial or administrative proceedings that may ensue. A person so excluded is "suspended".

Voluntary exclusion - A status of nonparticipation or limited participation in a covered contract or subcontract assumed by a person under the terms of a settlement between the person and one or more agencies. Voluntary exclusion must have government wide effect.

Voluntarily excluded - The status of a person who has agreed to a voluntary exclusion.

Texas Department of
Agriculture

February 2017
H2048

CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY
EXCLUSION FOR COVERED CONTRACTS

Name of Business (Contractor) Sodexo Services of Texas Limited Partnership	Vendor ID No. or Social Security No. 52-2217007
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(1) The prospective contractor certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.


Signature of Contractor Representative

Stephen Dunmore
Printed/Typed Name of Contractor Representative

July 7, 2022
Date

Chief Executive Officer, Schools, Sodexo, North America
Printed/Typed Title of Contractor Representative