

**PERFORMANCE AGREEMENT BETWEEN LONGVIEW ISD  
AND EAST TEXAS ADVANCED ACADEMIES.**

This Performance Agreement (the "Agreement") is made and entered into as of the execution date by and between LONGVIEW INDEPENDENT SCHOOL DISTRICT, a public independent school district and political subdivision of the State of Texas, ("Longview ISD" or "LISD") and EAST TEXAS ADVANCED ACADEMIES, a Texas Nonprofit Corporation ("ETAA"), (together, the "Parties") to set forth the terms and conditions under which ETAA will provide educational services to LISD pursuant to a performance contract authorized and executed pursuant to TEX. EDUC. CODE §§11.157 and 12.0531. The Parties further acknowledge that the educational services performed hereunder, and as described below will be delivered by ETAA in its capacity as a district authorized campus charter operator established and conducting business under the provisions of Section 12.0522, Texas Education Code. In accordance with the provisions more fully set forth below, ETAA will partner with the District to operate and manage the following campuses under the provisions of Section 12.0522: East Texas Montessori Prep Academy, Ware East Texas Montessori Academy, J.L. Everhart Magnet Academy, Johnston McQueen Elementary School, Bramlette STEAM Elementary School, Forest Park Middle School, and Longview Early Graduation High School (the "Schools").

**ARTICLE I.**

**RECITALS**

- 1.1 **Longview Independent School District.** LISD is an independent school district created within the laws of Texas.
- 1.2 **Authority to Contract.** The Board of Trustees of LISD is empowered by Texas Education Code, Sections 11.157 and 12.0522, to contract with a public or private entity for that entity to provide educational services for the district as a campus charter operator.
- 1.3 **Non-Profit Organization.** ETAA is a Texas nonprofit organization, pending exemption from taxation under Section 501(c)(3), Internal Revenue Code of 1986 (26 U.S.C. Section 501(c)(3)).
- 1.4 **Status as a Charter Organization.** ETAA has been granted status as a Charter Organization by LISD pursuant to Section 12.0522. As provided by

Longview ISD board policy ELA(Local) and Texas Education Code Section 11.174, Longview ISD hereby contracts to partner with ETAA to operate each of the Schools as a district-authorized campus charter under Texas Education Code Section 12.0522. Each campus charter shall be governed by the terms of this Agreement.

**1.5 Consultation.** LISD has consulted with campus personnel regarding provisions to be included in this Agreement. As set forth below, LISD recognizes and has taken active measures to ensure that all rights and protections afforded by current employment contracts or agreements shall not be affected by this Agreement.

**1.6 Consideration.** In consideration of the mutual agreements set forth in this Agreement, and for other good and valuable consideration as set forth herein, the Parties agree as follows:

## **ARTICLE II.**

### **PURPOSE OF AGREEMENT**

- 2.1 Contract for Services.** This Agreement constitutes a contract for ETAA to operate the Schools on behalf of LISD as campus charters under the provisions of Texas Education Code, Sections 11.157, 12.0522 and 11.174.
- 2.2 Premise of Agreement.** This Agreement is predicated on understanding that students benefit when decisions regarding educational programs, operations, and student services are made at the school level and that autonomy and accountability are mutually reinforcing principles. Under the terms of this Agreement students will be offered enhanced educational opportunities available by transferring the operational situs of decisions directly impacting the learning experience to the campus level in order to directly align operational decision making and accountability.
- 2.3 Student Achievement.** The primary purpose of this Agreement is to improve student outcomes by authorizing ETAA to operate the Schools autonomously subject to transparent accountability requirements. The provisions of this Agreement shall be construed and applied to achieve this purpose.
- 2.4 Continuation of Agreement for the Benefit of Students.** The Parties intend that, after the initial Term of this Agreement, this Agreement shall continue in effect for annual terms unless terminated in accordance with the provisions

of Article XV.

### **ARTICLE III.**

#### **DEFINED TERMS**

- 3.1 **School.** School or Schools has the meaning assigned in the Texas Administrative Code §97.1051(3) and includes all components of the operation of each individual campus as well as the campuses collectively where appropriate, including, without limitation, the grade levels served, the courses taught, the instructional materials, scheduling, and other services, and the other responsibilities associated with school operation. The Schools shall partner with LISD on matters such as staffing, budgetary allocations, transportation and other responsibilities associated with school operation in the manner and in those areas set forth below.
- 3.2 **Facilities.** Facilities are defined as a building and related equipment, furnishings, and property improvements, including any athletic fields and related improvements, and the land on which the building and related improvements are located as more fully defined in Article XI.
- 3.3 **Material Breach.** A "material breach" of this Agreement shall include the failure of a Party to comply with or fulfill any material obligation, condition, term, representation, warranty, provision, or covenant contained in this Agreement, including without limitation any failure by ETAA or LISD to meet generally accepted fiscal management and government accounting principles, comply with Applicable Law, state agency rule, or meet the student outcome goals required by this Agreement.

### **ARTICLE IV.**

#### **RELATIONSHIP OF THE PARTIES**

- 4.1 **Nature of Relationship.** The relationship between the Parties hereto shall be that of contracting parties. ETAA will operate as an independent contractor to LISD and will be responsible for delivering the services required by this Agreement. The relationship between and among the Parties was developed and entered into through arms-length negotiations and is based solely on the terms of this Agreement and such contracts and agreements as may be created in the future from time to time between the Parties and reduced to writing.

- 4.2 **No Agency.** Neither Party will be the agent of another except to the extent otherwise specifically provided by this Agreement. Neither Party has the express or implied authority or will in any case represent to third parties, and will whenever needed disclaim to such parties, any ability to bind the other Party to any duty imposed by contract, other than this Agreement. Any amendment hereto shall be in writing, approved by both parties.
- 4.3 **No Common Control.** Neither Party is a division, subsidiary, affiliate, or any part of the other Party or has the right or authority to exercise any common control of any other Party. Nothing herein will be construed to create a partnership or joint venture by or between LISD and ETAA.
- 4.4 **Assurance of Independence.** ETAA governing body shall remain independent of LISD. No member of the Boards of either of the Parties hereto may serve as a board member of the counter-party.

## **ARTICLE V.**

### **APPLICABLE LAWS**

- 5.01 **Scope of Applicable Law.** The Parties understand and agree that certain laws and regulations that apply to other schools within LISD may not apply to the Schools or its operation because of the grant of a campus charter under Texas Education Code, Chapter 12, Subchapter C. The Parties agree that, except as provided in this Agreement or required by Applicable Law, no provision of Texas law otherwise applicable to a governing body or school, or rule or guideline, shall apply to the School or its operation.
- 5.02. **Compliance with Applicable Law.** The Parties shall perform their respective obligations under this Agreement in compliance with all laws and regulations that do apply to each School or its operations (collectively, "Applicable Law"), as may be amended from time to time. The Parties stipulate that Applicable Law includes, but is not limited to, Title VI of the Civil Rights Act of 1964, as amended; Title VII of the Civil Rights Act; Title IX of the Education Amendments of 1974; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Americans with Disabilities Act; the Individuals with Disabilities in Education Act; the Family Educational Rights and Privacy Act of 1974 ("FERPA"); the Every Student Succeeds Act to the extent specified in the Act; the Texas Education Code to the extent the School is not exempt; record retention laws and conflicts of interest laws under the Texas Local Government Code;

the Texas Local Government Code, to the extent it applies to school districts; the Texas Open Meetings Act and Texas Public Information Act under the Texas Government Code; and any amendments, interpretations, and reauthorizations of the foregoing.

## **ARTICLE VI.**

### **GOVERNING POLICIES**

- 6.1 Limitation on Authority.** All direct educational services necessary for operation of the Schools not specifically reserved for provision by LISD under this agreement shall be subject to the control and management responsibility of ETAA, as long as such delegation is permitted by state and federal law. A service is deemed to be subject to the control and management responsibility of ETAA if ETAA performs the service, contracts for its performance, approves a cost allocation plan for LISD to perform the service on behalf of ETAA, or otherwise ensures and oversees provision of the service.
- 6.2 Policy Election.** For purposes of maintaining transparency and consistency in its operations and ETAA elects to operate in accordance with applicable published LISD Board Policies except those specified below or others approved, in writing, and adopted by ETAA. In order to develop a bold and impactful learning environment for students, ETAA is granted the following waivers from Longview ISD board policies:
- Student School Day, i.e. Flex Day,
  - Extended Teacher Day, and
  - Flex School Year Calendar
- 6.3 Adoption and Publication of School Policies.** For those policies that are excluded under the provisions of Section 6.2 and for other policies that are excluded as agreed by the parties, ETAA will adopt written policies addressing those matters excluded. ETAA will provide proposed policies or proposed amendments to policies currently in effect, in draft form, to LISD for review and comment no later than 30 days prior to the meeting at which the policies are to be considered for adoption or amendment by the ETAA Board. LISD will publish ETAA's adopted policies and LISD Board Policies, applicable by law or by election under this agreement, on the School's Internet website.

- 6.4 **Future Waivers.** The Parties will collaborate in applying for waivers from any restrictions imposed by Applicable Law when it is jointly determined that such waiver would expand opportunities for students enrolled in the School. If LISD is relieved from compliance from certain state or federal law or regulation through a waiver, adoption or amendment of a local innovation plan under Chapter 12A, Texas Education Code, the School is automatically relieved from compliance regardless of whether such relief is addressed in this Agreement. Further, if a waiver from a local policy, procedure, protocol or other requirement is granted to another school in the district, and the policy is not waived by this Agreement, the waiver applies to the School unless LISD notifies the School in writing within 60 days of the waiver's application to the other school.
- 6.5 **Exemption.** The campuses subject to this agreement are exempt from laws and rules to the fullest extent allowed by TEC, Chapter 12, Subchapter C, and is exempt from all district policies except for laws, rules, and policies that are specifically identified as applicable to the campus in the performance contract.

## **ARTICLE VII.**

### **PERFORMANCE REQUIREMENTS**

- 7.1 **Student Outcome Goals.** The primary responsibility of ETAA under this Agreement is to ensure that the annual student outcome goals specified in **Addendum 1** are achieved. Under the anticipated Lone Star Governance process to be put in place at LISD, these student outcome goals will be reviewed monthly and amended annually by the parties based on updated data.
- 7.2 **Performance Measurement, Methods, and Timeline.** The Parties agree that achievement of annual student academic and financial performance targets agreed upon by the Parties and specified in **Addendum 1** will be determined using the methods, indicators, and timelines specified that **Addendum**.
- 7.3 **Performance Consequences.** The Parties agree to specific consequences in the event that the operating party does or does not meet the annual academic or financial performance expectations and goals described in **Addendum 2**.

- 7.4 Responsibilities of ETAA.** The Board of Directors of ETAA agrees that it is responsible for ensuring that ETAA achieves performance goals specified in **Addendums 1** and is obliged to oversee management of the Schools and intervene as required to ensure that performance goals are achieved.

## **ARTICLE VIII.**

### **SCHOOL OPERATIONS**

- 8.1 Operational Autonomy.** ETAA shall have full autonomy with respect to School operations. Domains of autonomy specified in this Agreement are intended as illustrative and do not represent an exhaustive listing.
- 8.2 Governing Structure.** Subject to the terms of this Agreement, the Board of Directors of ETAA will operate the Schools through a Chief Executive Officer. The Chief Executive Officer will oversee all School operations.
- 8.3 Board of Directors.** ETAA represents that a true and accurate list of its current Board of Directors ("Directors") is attached to this Agreement as **Addendum 4**. If there is any change to the Directors during the Term of this Agreement, ETAA shall provide notice to LISD of the change within 30 days.
- 8.4 Budgetary Authority of ETAA.** As provided by Article XII (Financial Matters), below, ETAA shall have exclusive authority to approve and amend the "ETAA Budget" for the School, comprising not less than **70%** of the funding allocation identified in Section 12.1 below. The remaining funds allocated to ETAA in Section 12.1 below, comprising not more than **30%** of such allocation, shall be the "LISD Reserve," which shall be expended by LISD personnel for central office and other common or joint costs of the education of the students enrolled at the School as provided by Article XII. Funds shall be paid from the LISD Reserve under a cost allocation plan agreed to by LISD and ETAA that attributes central office and other common expenses to the several Longview ISD campuses pro rata by campus ADA. The Parties' approval of the cost allocation plan as part of its budget adoption process authorizes LISD to pay expenses according to the plan on behalf of students enrolled in the Schools.
- 8.5 Grade Levels.** Beginning in the 2019-2020 school year the Schools will serve students in grade levels PK - 12.
- 8.6 Attendance Area.** The School's attendance area ("Attendance Area") shall

be defined as the LISD geographical boundaries, including transfer students as appropriate and subject to TEC 12.065.

- 8.7 Enrollment Policies.** Any student who resides in the Attendance Area of the district campus as it existed before the operation of the district campus under this contract may attend the Schools and may not be refused enrollment. If there are additional spots remaining, they shall first be filled by the students who reside in the district and then filled by students who reside outside the school district. The Parties will collaborate and agree on a process for enrollment of students into the School.
- 8.8 Schedule.** The ETAA will have sole authority in determining the school day, school year, bell schedule, schedule for before and after-school services and for extra-curricular activities. ETAA agrees to provide this information to LISD no later than 90 days before start of school and to confer with LISD prior to altering.
- 8.9 LISD Meetings, Initiatives, and Training.** School staff will not be required to participate in LISD training events or other meetings unless directed by ETAA. ETAA agrees that all School staff will comply with training requirements under Applicable Law.
- 8.10 Contractor Criminal History Background Checks.** ETAA will require criminal history background checks on all vendor and contractor personnel who enter the School or any LISD campus or building.
- 8.11 Technology Infrastructure; Network Services.** LISD shall be responsible for providing, repairing, and maintaining technology infrastructure and network services at the School to the extent reasonably necessary to permit ETAA to establish its own internet and phone service at the School of a standard reasonably comparable to other LISD schools. ETAA shall provide LISD with a list of equipment purchased and collaborate for consistency between the standard equipment and needs of the School. The initial information technology equipment located at the School as of the commencement of the Term is included in the defined term equipment under Article XI.
- 8.12 Media Requests.** The Parties agree to collaborate regarding any media requests or press releases related to the School, prior to responding to any media request or making a press release and further agree that any statement made will have prior approval by each Party. This requirement does not apply



to general communications regarding ETAA or LISD that may include references to the School.

- 8.13 Communications with Parents.** The Parties agree to jointly approve a protocol for both general and urgent communications with parents within 60 days of the execution of this Agreement.

## **ARTICLE IX.**

### **STAFFING**

- 9.1 Employment Status.** This Agreement grants ETAA full authority to employ and manage its Chief Executive Officer, including initial and final non-delegable authority to hire, supervise, manage, assign, evaluate, develop, advance, compensate, continue employment, and establish any other terms of employment. ETAA shall directly manage the instructional staff assigned to the Schools, regardless of whether employed by LISD or by ETAA, through the ETAA Chief Executive Officer.

This Agreement grants ETAA full authority over the assignment of all LISD employees to the Schools, including initial and final authority to approve the assignment of all district employees or contractors to the Schools, as well as initial and final authority to supervise, manage, and rescind the assignment of any LISD employee or contractor from the Schools. These autonomies are supported and empowered by the follow Sections below:

- Section 16.2, relating to "Personnel Evaluation, Employment, Assignment, and Discharge,"
- Section 16.3, relating to "Duties of ETAA's Chief Executive Officer or CEO," and
- Section 16.4, relating to "Support for ETAA's Chief Executive Officer."

Except for the ETAA Chief Executive Officer and other positions agreed by the Parties, all employees assigned to the Schools will remain employees of LISD. Faculty, staff and other personnel of each School will participate in the Teacher Retirement System of Texas.

ETAA has sole initial and final authority to approve the assignment of all district employees or contractors to the campus and to rescind such

assignments for the year following the pending school year by providing a written request to LISD at least 15 calendar days prior to any statutory timelines set forth in state law that LISD must adhere to in making employment decisions. Such request should be addressed and delivered to the Superintendent of LISD. Other requests, such as mid-year decisions, shall be considered by LISD; however, decisions regarding termination of LISD employees assigned to an ETAA campus must conform to state and federal laws and LISD policies.

- 9.2 **Criminal History Background Checks.** ETAA shall perform all criminal history background checks required by Applicable Law, including without limitation those required for School personnel, applicants, vendors, contractors, and volunteers and shall take action required by law upon completing the background check.
- 9.3 **Certified Personnel.** The School's personnel shall at a minimum have the qualifications required by Applicable Law for the assigned role except to the extent a requirement has been lawfully waived or the individual is subject to a lawful exemption.
- 9.4 **Employment Records.** ETAA is responsible for maintaining the employment records for all School employees. LISD will have access to such records as needed and in accordance with Article XIII. ETAA employee records are the property of ETAA.
- 9.5 **Employee Complaints and Grievances.** The Parties agree that employee complaints and grievance will be governed by the applicable policy of LISD.
- 9.6 **Teacher Retirement System.** An employee of the ETAA is eligible for membership in and benefits from the Teacher Retirement System of Texas if the employee would be eligible for membership and benefits if holding the same position at the district. All LISD employees are eligible for TRS membership and benefits.

## **ARTICLE X.**

### **ACADEMIC PLAN**

- 10.1 **Curriculum and Program.** ETAA will have sole authority to approve all curriculum decisions beyond the minimum requirements outlined in 19 TEX. ADMIN. CODE § 74.2 (relating to Description of a Required

Elementary Curriculum) or 19 TEX. ADMIN. CODE § 74.3 (relating to Description of a Required Secondary Curriculum), lesson plans, instructional strategies, and instructional materials, as defined in TEX. EDUC. CODE § 31.002(1), to be used at that campus. This includes sole authority over educational programs for specific identified student groups, such as gifted and talented students, special education students, English language learners, students at risk of dropping out of school, and other statutorily defined populations.

- 10.2 **Educational Plan.** ETAA will implement the education plans described in its Proposal to operate the Schools as district-authorized campus charters, attached as **Addendum 4**. ETAA will ensure that curriculum satisfies the minimum requirements outlined in 19 TEX. ADMIN. CODE §74.2 (relating to Description of a Required Elementary Curriculum) or 19 TEX. ADMIN. CODE §74.3 (relating to Description of a Required Secondary Curriculum). ETAA agrees to notify LISD at least 30 days prior to any significant alteration of this plan.
- 10.3 **Selection of Instructional Materials.** ETAA has sole authority to select instructional materials (as defined in TEX. EDUC. CODE § 31.002(1)) for the School and represents that selected materials will align with the TEKS, or its successor, and any other standards that may be required under Applicable Law.
- 10.4 **Assessments.** The ETAA has sole authority over the selection and administration of student assessments not required by state or federal law.
- 10.5 **Extracurricular Programming and Participation.** Students enrolled at the Schools may join any extra-curricular activity offered to LISD students to the same extent as other students so long as participation does not interfere with the School's schedule, tutorials, or other parts of the Program as determined by the ETAA school leader.
- 10.6. **Student Behavior.** Except as modified in accordance with the provisions of Section 6.3, students enrolled at the School will be required to follow the ETAA/LISD Code of Student Conduct including those related to DAEP and JJAEP Placement.
- 10.7. **Due Process.** ETAA will cooperate with LISD to ensure that due process is afforded with respect to student removals and expulsions.

## **ARTICLE XI.**

### **FACILITIES**

- 11.1 Facilities.** LISD agrees to provide facilities, in the form of classrooms, office furniture, and equipment and storage areas, for the School under the terms set forth herein, and provide utilities consistent with past practices regarding LISD's campuses and other facilities now in use by the Schools.
- 11.2 Ownership.** The Parties acknowledge that all Facilities are owned by LISD.
- 11.3 Permitted Use.** Beginning on July 1, 2019 ("Possession Date"), and during the Term of this Agreement, ETAA may use and occupy the Facilities solely for the operation of the School as permitted by this Agreement and Applicable Law. To the extent ETAA wishes to have access to Facilities prior to this date for the purpose of preparing for the 2019-2020 school year, such possession will be at no cost or expense to ETAA and in accordance with LISD Policies. After Possession Date, to the extent ETAA wishes to use the Facilities for educational activities, separate from the School but not associated with its educational programs described by Addendum 4, ETAA will seek prior approval from LISD, and such approval shall not be unreasonably denied, but any costs for such facility use, as determined in accordance with LISD's facilities use policies found in District Policy GKD (Local), and shall be reimbursed to LISD by ETAA.
- 11.4 Furniture and Equipment for Classrooms and Instructional Areas.** In conducting its educational activities under the terms of this Agreement, ETAA shall be entitled to the full use of such the furniture and equipment in place at the facilities where ETAA's activities are being conducted. ETAA will be entitled to the continued use of all existing chairs, desks, bookcases, bookshelves, file cabinets, computer tables, conference tables, and other furniture currently located at the location of ETAA's operations under this Agreement. Such furniture and equipment will be substantially the same as furniture and equipment provided in other classrooms for the same grade level and/or same subject at LISD. ETAA also may furnish other furniture, fixtures, and equipment, at its cost and expense, as ETAA determines is require it implement the Program. The title to all furniture and equipment supplied by LISD for use by ETAA remains

vested in LISD. ETAA and LISD will ensure that all property is asset tagged to clearly identify ownership. Each organization shall maintain an inventory list of all its assets located at the school.

- 11.5 Fixtures and Alterations.** ETAA may attach non-permanent materials and fixtures to the walls of the LISD classrooms, but may not make any other alterations (including fixtures) in or to the ETAA classrooms or any other part of the LISD facilities used by ETAA for ETAA that would alter the walls, floors, or any other permanent structure of the LISD Premises, without the express written consent of LISD.
- 11.6 Janitorial Services.** LISD shall provide janitorial services to the area used by ETAA in the same manner and at the same level as for the remainder of LISD. The cost of the provision of Janitorial Services by LISD has been factored into the budget negotiations for this Agreement. Non-school activities covered by District Policy GKD (Local) are not included in the budget and shall be charged in accordance with such policy.
- 11.7 Maintenance Services.** ETAA shall maintain the School classrooms and any other portion of the LISD Premises, such as office space and storage area used exclusively for ETAA in a neat and orderly manner. Both Parties shall comply with the Applicable Laws regarding standards of safety and health of students. LISD shall be responsible for routine maintenance and major repairs of ETAA's designated facilities for the Schools, including upgrades, HVAC equipment, roof repairs, and parking lot repairs. The cost of the provision of Maintenance Services by LISD has been factored into the budget negotiations for this Agreement.
- 11.8 Insurance Coverage.** LISD on behalf of ETAA, from the LISD Reserve portion of its allocation described in Section 12.1 below, will maintain insurance throughout the Term of this Contract as described below. The insurance required under this Contract shall be as follows:
- a. Comprehensive or commercial general liability insurance for not less than the limits imposed by the Texas Civil Practice and Remedies Code § 101.023(b) and Texas Education Code § 22.0514;
  - b. LISD shall maintain property/casualty insurance of all of its buildings and their contents in amounts equal to the replacement costs of such buildings or their contents. Neither Party Will be responsible for the negligence or liability of the other Party;

- c. LISD shall maintain Workers Compensation insurance as may be required by Applicable Law for its employees and ETAA shall maintain Workers Compensation insurance for the ETAA Chief Executive Officer;
  - d. Each Party may elect to carry what other insurance that Party decides is necessary or advisable for its obligations under this Contract. Such insurance will be written to cover claims incurred, discovered, manifested, or made during or after the Term; and
  - e. Automobile insurance to cover losses for motor vehicle accidents by that Party's employees and that Party's vehicles.
- 11.9 **Surrender of the Facilities.** On the termination of this Agreement, ETAA shall leave the Facilities in good condition and repair, reasonable wear and tear excepted. ETAA shall return and surrender to LISD all keys, security access cards, mail box keys, and keys to interior doors and improvements that were provided to ETAA by LISD. The obligations under this Section shall survive the termination of this Agreement.
- 11.10 **Forfeiture for Breach of Contract.** It is mutually understood and agreed that any material failure by LISD to perform under this Article XI that remains uncured after receipt of ten (10) days written notice shall be considered a material breach.

## **ARTICLE XII.**

### **FINANCIAL MATTERS**

- 12.1 **Allocation of Funds.** Students enrolled at the Schools shall have the beneficial use of all of the funding they generate and/or that is made available to LISD for their education from all funders. LISD shall allocate to ETAA a pro rata share of its total revenue for the education of the students enrolled at the Schools on a per pupil basis that yields a student-level allocation based on a ratio, the numerator of which is an agreed estimate of total student ADA at the Schools and the denominator of which is an agreed estimate of total student ADA at the district. This overall allocation includes all sources of funds, such as revenue codes 5800 (State Programs), 5900 (Federal Programs), 5700 (Local Programs) and 7900 (Other Operating Revenue), but the precise mix of funds making up the overall allocation may vary and will be determined each

year during the budget development process.

- 12.2 ETAA Budget and LISD Reserve.** The allocation identified in Section 12.1 above shall be expended for the education of the students enrolled at the Schools in one of two ways: either by ETAA through the ETAA Budget or by LISD through the LISD Reserve as set forth below.

**a. ETAA Budget.**

LISD shall allocate to ETAA *not less than 70%* of the allocation identified in Section 12.1 above, and shall set this portion of the allocation aside in a special reserve account under the exclusive control of ETAA. The ETAA Budget may be set by ETAA for the education of its students in any manner determined appropriate by the ETAA Board of Directors, limited only by Applicable Law.

- b. LISD Reserve.** LISD may reserve *not more than 30%* of the allocation identified in Section 12.1 above in an LISD Reserve, which shall be expended by LISD for central office and other common or joint costs of the education of the students enrolled at the Schools as provided herein.

**12.3 Calculation of Funding Allocation.**

- a.** As a part of the budget development process for each fiscal year of this Agreement, LISD and ETAA shall agree upon an estimate of the allocation to ETAA. The funding calculations shall be primarily based upon PEIMS final attendance reporting from the preceding school year as well as other data sources specific to the source of funds. The calculations may also include any projected ADA or other changes to revenues agreed upon by the Parties.
- b.** Not earlier than January 15 of each year, LISD shall provide ETAA the fall PEIMS data submissions and other data updates as appropriate for the purpose of adjusting the estimates set forth in Section 12.3(a), above to reflect changes in ADA-calculated formula revenues.
- c.** No earlier than July of each year, LISD shall provide ETAA the summer PEIMS initial data submissions and other data updates as appropriate for the purpose of adjusting the estimates set forth in Sections 12.3(a) and (b), to reflect changes in ADA-calculated formula revenues.

- d. Changes in allocations for grant and special project funding shall be made at the time such grant funding becomes available.

**12.4 Distribution/Availability of Funds to ETAA.**

- a. On the first month for each year of this Agreement (August of each year), LISD shall allocate to ETAA an amount equal to the following cumulative percentages of the most recent allocation amount calculated in accordance with Section 12.3 above in accordance with the following distribution schedule:

MONTH	CUMULATIVE % OF FUNDING
August 1	12%
September 1	20%
October 1	28%
November 1	36%
December 1	44%
January 5	52%
February 1	60%
March 1	68%
April 1	76%
May 1	84%
June 1	92%
July 15	100%

- b. In those instances where grant funds shall be made available to ETAA through LISD, those funds shall be made available to ETAA if, as, and when those funds first become available to LISD, irrespective of the schedule set forth in Section 12.3(a), above.

**12.5 Use of LISD Reserve and ETAA Budget.**

- a. LISD Reserve funds under Section 12.2(b) above shall remain under the exclusive control of LISD, and shall be expended for the education of the students enrolled at the Schools under a cost allocation plan agreed to by LISD and ETAA that attributes central office and other common expenses to the several Longview ISD campuses pro rata by campus ADA. LISD Board of Trustees' approval of the cost allocation plan as part of its budget adoption process shall authorize LISD to pay School expenses according to the plan on behalf of students enrolled at the Schools. All



expenditure determinations shall be made in accordance with all applicable purchasing, and wage and hour laws, both State and Federal.

- b. ETAA Budget funds under Section 12.2(a) above shall be set aside by LISD in a special reserve account, which may be requisitioned and managed at the sole discretion of the ETAA Board of Directors or its expressly designated agent. ETAA Budget funds may be expended by LISD personnel to cover repetitive expenses of the Schools, such as wage and benefit payments, based upon a standing authorization of the ETAA Board, or they may be expended by LISD personnel based upon a single, stand-alone spending decision by the ETAA Board of Directors or its expressly designated agent.
- c. The parties shall jointly develop and ensure the utilization of internal accounting control mechanisms necessary to ensure that all funds drawn from the LISD Reserve and the ETAA Budget shall be properly allocated to the LISD Reserve and the ETAA Budget, respectively and that all required accounting data necessary for the proper recording of the item of expenditure is properly recoded at the point when the transaction is authorized and made.
- d. LISD agrees to maintain a current accounting of all transactions made from the LISD Reserve and the ETAA Budget and to keep ETAA continuously updated upon the status of the LISD Reserve and the ETAA Budget and all encumbrances thereon of which LISD is aware.

**12.6 Employee Wage and Benefit Payments.** Except for the ETAA Chief Executive Officer position and others as may be agreed, in order to ensure the maintenance of employee rights and contractual benefits, all educational service providers assigned to a campus or program under the control of ETAA by virtue of this Agreement, shall remain an employee of LISD. All salaries, deductions and/or benefits paid to or on behalf of these employees shall be deducted by LISD from the ETAA Budget, described in Section 12.2 above as those funds are paid to or on behalf of the employee. All other costs for such employees such as worker's compensation coverage shall be similarly deducted. ETAA admits knowledge of and agrees that LISD's obligation hereunder for payment of Federal and/or State grants is limited to and expressly subject to receipt of any funds from the Texas Education Agency. In the event

LISD is ever required to refund any funds received from TEA specifically designated for any Federal or State grant program, it is understood and agreed that ETAA shall be liable for and shall forfeit and refund to LISD such amounts allocated to it.

**12.7 Contracting, Purchasing and Procurement.** LISD is responsible for establishing school-level systems for obtaining, contracting with, and paying its vendors for goods it acquires and services it provides under this Agreement. ETAA will ensure compliance with LISD local Board policies and applicable state and federal contracting and payment rules and regulations. Funds allocated to ETAA under Section 12.2 above shall be set aside by LISD in a special reserve account which may be requisitioned at the sole discretion of the ETAA Board of Directors or its expressly designated agent. As provided by Section 12.5 above, the ETAA Chief Executive Officer shall have sole signature authority over expenditures and budget revisions within the ETAA Budget. LISD personnel shall have sole signature authority over expenditures from the LISD Reserve subject only to the cost allocation plan approved as provided by Section 12.5(a) above.

**12.8 Accounting and Audits.** ETAA shall comply with generally accepted fiscal management and accounting principles. In addition to any audits required by Applicable Law, ETAA shall submit to LISD within 180 days following the end of ETAA's fiscal year during the Term of this Agreement financial statements audited by an independent certified public accountant. ETAA agrees to comply with all rules, regulations, ordinances, statutes, and other laws, whether local, state or federal, including, but not limited to, all audit and other requirements of the Single Audit Act of 1984. In the event an audit occurs and any expenditures relating to this Agreement are disallowed, ETAA agrees to reimburse LISD immediately for the full amount of such. ETAA will provide receipt of an unqualified audit opinion.

**12.9 District Services at Cost.** ETAA is operating as a campus charter school, and so district fees imputed to ETAA for services provided by LISD may not exceed actual cost.

### **ARTICLE XIII.**

#### **RECORDS AND REPORTING**

**13.1 Records Management System.** ETAA shall implement a records

management system that conforms to the system required of school district under the Local Government Records Act, Section 201.001 *et seq.*, Local Government Code, and rules adopted thereunder; provided, that records subject to audit shall be retained and available for audit for a period of not less than five (5) years from the latter of the date of termination or renewal of the contract.

**13.2 State and Federal Reporting.** ETAA shall report timely and accurate information to LISD as necessary for LISD to comply with all applicable state and federal requirements. ETAA shall report information in the manner requested by LISD and correct any demonstrable errors as requested by LISD provided that the manner of reporting or correction requested is not unduly burdensome to LISD.

**13.2 Lawful Disclosure.** To the extent that ETAA or LISD will come into possession of student records and information, and to the extent that ETAA or LISD will be involved in the survey, analysis, or evaluation of students' incidental to this Agreement, both parties agree to comply with all requirements of the Family Educational Rights and Privacy Act and the Texas Public Information Act. In the event that LISD is required to furnish information or records of the School pursuant to the Texas Public Information Act, ETAA shall furnish such information and records to LISD, and LISD shall have the right to release such information and records. Either ETAA or LISD may object to disclosure of information and records under the Family Educational Rights and Privacy Act or the Texas Public Information Act.

## **ARTICLE XIV.**

### **INTELLECTUAL PROPERTIES**

**14.1 Proprietary Materials.** Each of the Parties shall own its own intellectual property including without limitation all trade secrets, know-how, proprietary data, documents, and written materials in any format. Any materials created exclusively by LISD for the Schools shall be owned by LISD, and any materials created exclusively by ETAA for the Schools shall be ETAA's proprietary material. The Parties acknowledge and agree that neither has any intellectual property interest or claims in the other Party's proprietary materials. Notwithstanding the foregoing, materials and work product jointly created by the Parties shall be jointly owned by the Parties and may be used by the individual Party as may be agreed upon by both Parties from time to time.

- 14.2 **Name.** ETAA owns the intellectual property right and interest to the name "EAST TEXAS ADVANCED ACADEMIES." The Parties agree that the name "EAST TEXAS ADVANCED ACADEMIES" may be used by either Party during the Term of the Contract. The Parties agree that after the expiration or termination of this Contract, LISD will not use the name "EAST TEXAS ADVANCED ACADEMIES" for its own individual purposes.

## **ARTICLE XV.**

### **TERM AND TERMINATION**

- 15.1 **Term.** The term of this Agreement shall begin on the Commencement Date and end on July 31, 2025 ("Term"). This Agreement is subject to the termination provisions below.
- 15.2 **Termination by Mutual Consent.** This Agreement may be terminated at any time by mutual written agreement of ETAA and LISD if termination is effective no sooner than the end of the then current school year.
- 15.3 **Termination Rights of Both Parties.** Either Party may immediately terminate this Agreement in the event that the other Party fails to remedy a material breach of this Agreement within thirty (30) days after written notice by the non-breaching Party of such breach; provided, however, that if the breach would affect the safety or well-being of a student or is not reasonably capable of being cured, then no such notice and opportunity to cure shall be required. If ETAA terminates this Agreement because of the District's Material Breach that is not cured, then the District shall pay ETAA a transition fee equal to the remaining 1882 benefit for the remainder of the school year as liquidated damages.
- 15.4 **Termination Related to Academic Performance.** LISD may terminate this Agreement respecting any School if that School is placed in one of the lowest two categories of school improvement for three or more consecutive years in which it is operated by ETAA or fails to achieve the student outcome goals specified in Addendum 1, attached, after the third year of School operation under this Agreement. A termination under this section shall be effective at the end of the then current school

year so long as notice of such termination is provided no later than June 15 of the then current school year.

- 15.5 Termination Right to a Public Hearing.** LISD may not terminate this Agreement respecting any School if that School successfully achieves the student outcome goals specified in **Addendum 1**, attached, without a public hearing at least 30 days prior to any district action to terminate the contract respecting that School. LISD may not extend this Agreement respecting any School if that School fails to achieve the student outcome goals specified in **Addendum 1**, attached, without a public hearing at least 10 days prior to any district action to extend or renew the contract.

## **ARTICLE XVI.**

### **OTHER CONTRACTUAL AGREEMENTS**

- 16.1 ETAA Services Provided by LISD.** The parties agree that the purpose and intent of this Agreement is to fully transfer the authority and responsibility for the operation of the Schools to ETAA on the terms expressed herein. Except as modified by the cost allocation plan provisions set forth in Article XII (Financial Matters), LISD shall fully retain the responsibility for the provision of all service related to transportation, food services, janitorial, maintenance, security, or related services for the Schools operated by ETAA.
- 16.2 Personnel Evaluation, Employment, Assignment, and Discharge.** Except for the ETAA Chief Executive Officer and other positions agreed by the Parties, all employees assigned to the Schools operated by ETAA will remain employees of LISD. The ETAA will have the authority to hire and manage a Chief Executive Officer and any other individuals to operate the ETAA. Notwithstanding such employment status, the Parties agree with respect to the LISD employees assigned to the Schools operated by ETAA as follows:
- a. ETAA shall be responsible for the evaluation of all employees assigned to campuses or programs operated by ETAA.
  - b. With respect to professional employees assigned to campuses or programs operated by ETAA, ETAA shall be responsible for

compliance with all statutory and regulatory processes and procedures applicable to the evaluation of such employees.

- c. With respect to employees assigned to campuses or programs operated by ETAA, ETAA shall be responsible for compliance with and provision of all training requirements applicable to such employees.
- d. With respect to employees assigned to campuses or programs operated by ETAA who would be entitled to receive educator contracts under Chapter 21, Texas Education Code, they shall continue to be employed pursuant to Chapter 21 employment contracts. ETAA shall be responsible for the exercise of the Superintendent's responsibilities to make recommendations to the Board regarding the selection of such personnel. [See, District Policy DC (Local)]. In reviewing such recommendations made by ETAA, the Board shall accept such recommendation unless the Board makes a specific finding adopted at the meeting where such recommendation is being considered, that the recommendation is not in the best interest of the students being served and identifies the reasons why such judgment is being made.
- e. With respect to employees assigned as direct providers of education services (such as instructional aides) on campuses or programs operated by ETAA who are not entitled to receive educator contracts under Chapter 21, Texas Education Code, ETAA shall be responsible for the exercise of the Superintendent's responsibilities to make final decisions to employ or dismiss such employees.

**16.3 Duties of ETAA's Chief Executive Officer.** ETAA shall designate an experienced educator to serve as the Chief Executive Officer of ETAA. The Chief Executive Officer shall be the educational leader and the Chief Executive Officer of the Schools operated by ETAA pursuant to this Agreement (CEO).

- a. With respect to the educational services provided at the Schools operated by ETAA pursuant to this Agreement, the duties of the Chief Executive Officer, to the exclusion of the duties of LISD's Superintendent shall include:
  - i. assuming administrative responsibility and leadership for the planning, organization, operation, supervision, and evaluation of the education programs, services, and facilities of ETAA for the

annual performance appraisal of all staff assigned to ETAA's campuses and educational programs.

- ii.* assuming administrative authority and responsibility for the assignment, supervision, and evaluation of all personnel assigned to campuses or programs operated by ETAA.
- iii.* managing the day-to-day operations of the campuses or programs operated by ETAA as its administrative manager, including implementing and monitoring plans, procedures, programs, and systems to achieve clearly defined and desired results in major areas of district operations.
- iv.* preparing and submitting to the Board of Directors of ETAA a proposed budget and administering the budget.
- v.* preparing recommendations for policies to be adopted by the Board of Directors and overseeing the implementation of adopted policies.
- vi.* developing or causing to be developed appropriate administrative regulations to implement policies established by the Board of Directors.
- vii.* providing leadership for the attainment and, if necessary, improvement of student performance based on the indicators adopted under Sections 39.053 and 39.301 and other indicators adopted by the commissioner or, under the terms of its performance contract with LISD, by LISD's Board of Trustees.
- viii.* organizing the ETAA's administration.
- ix.* consulting with the campus-level committees.
- x.* ensuring:
  - (i) adoption of a student code of conduct as required under Section 37.001, Texas Education Code and enforcement of that code of conduct; and
  - (ii) adoption and enforcement of other student disciplinary rules and procedures as necessary;
- xi.* submitting reports as required by state or federal law, rule, or regulation, and ensuring that a copy of any report required by

federal law, rule, or regulation is also delivered to the agency.

- b. The Chief Executive Officer shall comply with the conflicts of interest and ethics policies, as well as all employment and other policies adopted by ETAA. In addition, ETAA and LISD agree that the Chief Executive Officer may not receive any financial benefit for personal services performed by the Chief Executive Officer for any business entity that conducts or solicits business with ETAA. Any financial benefit received by the Chief Executive Officer for performing personal services for any other entity, including a school district, open-enrollment charter school, regional education service center, or public or private institution of higher education, must be approved by the ETAA Board of Directors on a case-by-case basis. For purposes of this subsection, the receipt of reimbursement for a reasonable expense is not considered a financial benefit.

**16.4 Support for ETAA's Chief Executive Officer.** LISD shall employ or contract for, from the LISD Reserve portion of the allocation described in Section 12.1 above, not fewer than four FTEs, designated by the Chief Executive Officer with the approval of LISD, who will report directly and exclusively to the Chief Executive Officer with respect to the following duties:

- a. An experienced, employee or contractor familiar with the Longview ISD business systems, policies, and processes for its financial planning, accounting, purchasing, and payroll as well as its internal controls and financial reporting requirements;
- b. An experienced, employee or contractor to serve as the administrative assistant to the Chief Executive Officer; and
- c. Two employees or contractors with leadership experience for its student program development and administration requirements, as set forth in **Addendum 4**.

## **ARTICLE XVII.**

### **GENERAL AND MISCELLANEOUS**

- 17.1 Entire Agreement.** This Agreement, including all referenced attachments and terms incorporated by reference contains the entire



agreement of the parties. All prior representations, understandings, and discussions are merged into, superseded by and canceled by this contract. Accordingly, this Agreement shall amend and supersede the terms and conditions under which the operating partner ETAA will provide educational services to LISD pursuant to that certain Performance Agreement between Longview ISD and East Texas Advanced Academies duly authorized by the Longview ISD Board of Trustees and executed between the parties July 1, 2018.

- 17.2 **Severability.** If any provision of this contract is determined by a court other tribunal to be unenforceable or invalid for any reason, the remainder of the contract shall remain in full force and effect so as to give effect to the intent of the parties to the extent valid and enforceable.
- 17.3 **No Waiver of Breach.** No assent, express or implied, to any breach of any of the covenants or agreements herein shall waive any succeeding or other breach.
- 17.4 **Wind Up Period.** In exchange for the consideration set forth in this Section, ETAA agrees that failure of LISD to obtain Texas Partnership Benefits under Education Code Sections 11.174 and 42.2511 may excuse further performance by the Parties only after a Wind Up Period. It is of the essence of this Agreement that it should qualify LISD for Texas Partnership Benefits, and LISD agrees to timely file for such Benefits and to take all reasonable measures to ensure such benefits are granted for the Schools for the 2019-20 school year and following. But in the event that such Benefits are denied, the Parties shall enter a Wind Up Period under which all the activities and obligations of the Parties under this Agreement shall continue pending the completion and winding up of the business affairs of ETAA related to this Agreement and the transfer of all such responsibilities back to LISD. During the Wind Up Period, ETAA shall be authorized to expend ETAA Budget funds allocated under Section 12.2(a) above to pay its reasonable and necessary costs of winding up, including management, audit, legal and other professional services associated with winding up as well as continued operations during the Wind Up Period. Unless otherwise agreed in writing, ETAA's active operations of the Schools during the Wind Up Period shall transfer to LISD prior to the start of the next school year, with continued back office operations as reasonably necessary to wind up ETAA's business, accounting and legal affairs related to this Agreement.
- 17.5 **Venue.** Any suit arising under this contract shall be brought in Gregg

County, Texas.

**17.6 Governing Law.** In any suit arising under this contract, Texas law shall apply.

Entered into this 13th day of December, 2018:

Longview Independent School District

A handwritten signature in black ink, appearing to read "James Wilcox", written over a horizontal line.

By: James Wilcox , Superintendent

East Texas Advanced Academies

A handwritten signature in black ink, appearing to read "Adrain Johnson", written over a horizontal line.

By: Adrain Johnson, Board President

**AMENDMENT TO  
PERFORMANCE AGREEMENT BETWEEN LONGVIEW ISD AND  
EAST TEXAS ADVANCED ACADEMIES.**

This Amendment Agreement between LONGVIEW INDEPENDENT SCHOOL DISTRICT, a public independent school district and political subdivision of the State of Texas, ("Longview ISD" or "LISD") and EAST TEXAS ADVANCED ACADEMIES, a Texas Nonprofit Corporation ("ETAA"), (together, the "Parties") shall amend and further set forth the terms and conditions under which the operating partner ETAA will provide educational services to LISD pursuant to that certain Performance Agreement (attached hereto as **Exhibit 1**) between Longview ISD and East Texas Advanced Academies executed December 13, 2019, amending and superseding their Performance Agreement executed July 1, 2018 (the "Performance Agreement").

The Parties agree to and hereby do amend the Performance Agreement in accordance with that certain determination letter from the Texas Education Agency dated April 15, 2019, attached hereto as **Exhibit 2**. Specifically, the Parties agree to amend the Performance Agreement as follows:

I  
Policy Election

Section 6.2, Policy Election, on page 5 of the Performance Agreement is amended to read as follows:

**"Policy Election.** For purposes of maintaining transparency and consistency in its operations and ETAA elects to operate in accordance with applicable published LISD Board Policies except those specified below or others approved, in writing, and adopted by ETAA. In order to develop a bold and impactful learning environment for students, ETAA shall develop policies under Section 6.3, Adoption and Publication of School Policies, to implement the required autonomies of an operating partner listed by Texas Education Agency rules at 19 TAC §97.1075(c)(2)(C).

~~[It granted the following waivers from Longview ISD board policies:~~

- ~~Student School Day, i.e. Flex Day,~~
- ~~Extended Teacher Day, and~~
- ~~Flex School Year Calendar]~~

II  
Academic Performance Goals

Section 7.1, Student Outcome Goals, on page 6 of the Performance Agreement is amended by revising **Addendum 1** to include academic performance goals as required by 19 TAC §97.1075(d)(2) for East Texas Montessori Prep Academy, as set forth in **Exhibit 3. Exhibit 3**, attached hereto, shall be a complete substitute for **Addendum 1** and shall henceforth be deemed the Parties' **Addendum 1** to the Performance Agreement.

III

### Financial Performance Consequences

Section 7.3, Performance Consequences, on page 6 of the Performance Agreement is amended by revising **Addendum 2** to include specific consequences for failure to meet financial performance expectations, as set forth in **Exhibit 4**. **Exhibit 4**, attached hereto, shall be a complete substitute for **Addendum 2** and shall henceforth be deemed the Parties' **Addendum 2** to the Performance Agreement.

### IV Staffing Authorities

Section 9.1, Employment Status, on pages 9-10 of the Performance Agreement is amended to read as follows:

**"Employment Status.** This Agreement grants ETAA full authority to employ and manage its Chief Executive Officer, including initial and final non-delegable authority to hire, supervise, manage, assign, evaluate, develop, advance, compensate, continue employment, and establish any other terms of employment. ETAA shall directly manage the instructional staff assigned to the Schools, regardless of whether employed by LISD or by ETAA, through the ETAA Chief Executive Officer.

This Agreement grants ETAA full authority over the assignment of all LISD employees to the Schools, including initial and final authority to approve the assignment of all district employees or contractors to the Schools, as well as initial and final authority to supervise, manage, and rescind the assignment of any LISD employee or contractor from the Schools. These autonomies are supported and empowered by the follow Sections below:

- Section 16.2, relating to "Personnel Evaluation, Employment, Assignment, and Discharge,"
- Section 16.3, relating to "Duties of ETAA's Chief Executive Officer or CEO," and
- Section 16.4, relating to "Support for ETAA's Chief Executive Officer."

Except for the ETAA Chief Executive Officer and other positions agreed by the Parties, all employees assigned to the Schools will remain employees of LISD. Faculty, staff and other personnel of each School will participate in the Teacher Retirement System of Texas.

ETAA has sole initial and final authority to approve the assignment of all district employees or contractors to the campus and to rescind such assignments as required by 19 TAC §97.1075(c)(1)(C). ETAA is not limited to assigning or rescinding assignment to any specific window of time during the year, but may make such decisions when, as and if indicated in its sole discretion. [for the year following the pending school year by providing a written request to LISD at least 15 calendar days prior to any statutory timelines set forth in state law that LISD must adhere to in making employment decisions. Such request should be addressed and delivered to the Superintendent of LISD. Other requests, such as mid-year decisions, shall be considered by LISD; however, decisions regarding termination of LISD employees assigned to an ETAA campus must conform to state and federal laws and LISD policies.]"

### V Financial Performance Goals

Article VII, Performance Requirements, on page 6 of the Performance Agreement is amended

by adding a new Section 7.11 to read as follows:

**"Financial Performance Goals. The primary financial responsibility of ETAA under this Agreement is to ensure that the requirements of Article XII, Financial Matters, are followed and that it achieves the performance standards set by Section 12.8, specifically:**

- the completion of an annual financial report under Section 12.8 meeting the expectations outlined in 19 TAC §109.23 of TAC;
- receipt of an unqualified audit opinion, as required by Section 12.8; and
- observing the specific consequences in the event that ETAA does not meet the annual financial performance expectations and goals, as set forth in Addendum 2 to the Performance Agreement, as modified by Exhibit 4."

VI  
Waiver Compliance

Article VII, Performance Requirements, on page 6 of the Performance Agreement is amended by adding a new Section 7.5 to read as follows:

**"Waiver Compliance. The Parties further agree that LISD and ETAA shall fulfill all requirements associated with any waiver granted to LISD by the Commissioner of Education related to TEC §12.0522(b), as per the determination letter, Exhibit 2, and any separate Texas Education Agency letter regarding conditions and requirements related to a waiver of TEC §12.0522. Any terms and conditions imposed by the Commissioner as a condition of such waiver shall be deemed an essential term of the Performance Agreement as if fully restated herein."**

Entered into as of the last date entered below:

LONGVIEW INDEPENDENT SCHOOL DISTRICT

  
By: James Wilcox, Superintendent

5/7/19  
Date

EAST TEXAS ADVANCED ACADEMIES

  
By: Alan Amos, Board President

5/7/19  
Date

## ADDENDUM 2

### Consequences for Failure to Meet Academic and Financial Performance Goals

#### Schedule of Progressive Consequences

<b><i>Failure to Meet Performance Goals*</i></b>	<b><i>Consequence</i></b>
YEAR 1     2019-2020	Public Hearing inclusive of School - Level Data Reviews <u>and/or Operator Financial Data Reviews</u>
YEAR 2     2020-2021	Probation of Charter and Notice of Intent to Terminate Contract and Revoke Charter if <u>academic and/or financial</u> performance goals not achieved in YEAR 3
YEAR 3     2021-2022	Termination of Performance Contract and Revocation of Charter with respect to operation of campus(es) failing to meet <u>academic and/or financial</u> performance goal; <i>or</i> Termination of Performance Contract and Revocation of Charter with respect to operation of all campuses, regardless of performance, at discretion of LISD.
YEAR 4     2022-2023 (Applicable if Contract extended or renewed after Year 3)	Termination of Performance Contract and Revocation of Charter with respect to operation of all campuses, regardless of <u>academic and/or financial</u> performance.

\*Detailed school-level performance goals are set forth in Addendum 1.

# ETAA ADDENDUM 1

J.L. Everhart Elementary	2017-18	Projection 2018-2019	Projection 2019-2020	Projection 2020- 2021	Projection 2021- 2022
Performance Measure #1 Achievement Campus Rating	Met-D 69	C	C	B	B
Performance Measure #2 Progress	Met- C 70	C	C	B	A
Domain II Student Progress, Part A	Improvement Required- F 59	D	D	C	B
Domain II Student Progress, Part B	Met- C 70	C	C	B	A
Performance Measure #3 Closing the Gaps	Met- D 66	C	C	B	A

# ETAA ADDENDUM 1

## J.L. Everhart Elementary

### Goal 1 (Domain 1 -Student Achievement):

The STAAR percentage of students who will achieve meets or masters in all grades in all subjects will increase from 37% to 46% by 2022.

- PM 1- The percentage of ALL students who will meets or masters in reading will increase from 40% to 47% by 2019.
- PM 2- The percentage of ALL students who will meets or masters in math will increase from 41% to 48% by 2019.
- PM 3- The percentage of students who will meets or masters in reading and math combined will increase from 28% to 37% by 2022



# ETAA ADDENDUM 1

## J.L. Everhart Elementary

### Goal 2 (Domain 2 -Student Progress Part A & Part B)

To use the 2018 STAAR results, district's benchmarks, and campus assessments' results for grades 4 and 5 to measure and track student progress.

- PM 1- Provide researched-based interventions, accelerated instruction, and enrichment to track student's progress.
- PM 2- At least 70% of 4<sup>th</sup> and 5<sup>th</sup> graders will make expected or accelerated progress in reading and math by 2019.
- PM 3- 75% of the current year 3<sup>rd</sup> graders will achieve expected or accelerated progress by 2021.
- PM 4- The Relative Performance average of economically disadvantaged students in all grades and in all subjects will increase from 70% to 77% by 2019.

# ETAA ADDENDUM 1

## J.L. Everhart Elementary

### Goal 3 (Index 3 Closing the Achievement Gaps):

The STAAR percentages of Academic Achievement, Growth, EL Proficiency, and Student Success areas will meet or exceed all state targets.

- PM 1- The percentage of ELL students who will meet the STAAR Academic Achievement Performance target will increase from 40% ELL in math to meet the state target by 2019.
- PM 2 The percentage of ALL students who will meet the STAAR Academic Achievement Performance target in the area of reading will increase from 44% to meet the state target by 2019.
- PM 3- J.L. Everhart will meet or exceed state STAAR Growth targets for reading and math by all student groups by 2022.

# ETAA ADDENDUM 1

Ware Elementary	2017-18	Projection 2018-2019	Projection 2019-2020	Projection 2020- 2021	Projection 2021- 2022
Performance Measure #1 Achievement Campus Rating	Met-C 72	C	C	B	B
Performance Measure #2 Progress	Met- B	B	B	A	A
Domain II Student Progress, Part A	Met- B 83	B	A	A	A
Domain II Student Progress, Part B	Met- B 80	B	B	A	A
Performance Measure #3 Closing the Gaps	Met- C 79	B	B	A	A

# ETAA ADDENDUM 1

## Ware Elementary

### Goal 1 (Domain 1 -Student Achievement):

The STAAR percentage of students who will achieve meets or masters in all grades in all subjects will increase from 27% to 36% by 2022.

- PM 1- The percentage of ALL students who will meets or masters in reading will increase from 41% to 48% by 2019.
- PM 2- The percentage of ALL students who will meets or masters in math will increase from 48% to 54% by 2019.
- PM 3- The percentage of students who will meets or masters in reading and math combined will increase from 27% to 36% by 2022

# ETAA ADDENDUM 1

## Ware Elementary

### Goal 2 (Domain 2 -Student Progress Part A & Part B)

To use the 2018 STAAR results, district's benchmarks, and campus assessments' results for grades 4 and 5 to measure and track student progress.

- PM 1-Provide researched-based interventions, accelerated instruction, and enrichment to track student's progress.
- PM 2-At least 70% of 4<sup>th</sup> and 5<sup>th</sup> graders will make expected or accelerated progress in reading and math by 2019.
- PM 3-75% of the current year 3<sup>rd</sup> graders will achieve expected or accelerated progress by 2021.
- PM 4-The Relative Performance average of economically disadvantaged students in all grades and in all subjects will increase from 80% to 85% by 2019.

# ETAA ADDENDUM 1

## Ware Elementary

### Goal 3 (Index 3 Closing the Achievement Gaps):

The STAAR percentages of Academic Achievement, Growth, EL Proficiency, and Student Success areas will meet or exceed all state targets.

- PM 1- The percentage of African American students who will meet the STAAR Academic Achievement Performance target will increase from 32% in math to meet the state target by 2019.
- PM 2 The percentage of ALL students who will meet the STAAR Academic Achievement Performance target in the area of reading will increase from 44% to meet the state target by 2019.
- PM 3- Ware Elementary will continue to meet or exceed state STAAR Growth targets for reading and math by all student groups by 2022.



# ETAA ADDENDUM 1

Bramlette Elementary	2017-18	Projection 2018-2019	Projection 2019-2020	Projection 2020- 2021	Projection 2021- 2022
Performance Measure #1 Achievement Campus Rating	Met Standard-C 75	B	B	A	A
Performance Measure #2 Progress	A 91	A	A		
Domain II Student Progress, Part A	Met-A 91	A	A	A	A
Domain II Student Progress, Part B	Met-B 83	B	B	A	A
Performance Measure #3 Closing the Gaps	Met-B 82	B	B	A	A

# ETAA ADDENDUM 1

## Bramlette Elementary

### Goal 1 (Domain 1 -Student Achievement):

The STAAR percentage of students who will achieve meets or masters in all grades in all subjects will increase from 47% to 56% by 2022.

- PM 1- The percentage of ALL students who will meets or masters in reading will increase from 35% to 41% by 2019.
- PM 2- The percentage of ALL students who will meets or masters in math will increase from 46% to 52% by 2019.
- PM 3- The percentage of students who will meets or masters in reading and math combined will increase from 41% to 50% by 2022.



# ETAA ADDENDUM 1

## Bramlette Elementary

### Goal 2 (Domain 2 -Student Progress Part A & Part B)

To use the 2018 STAAR results, district's benchmarks, and campus assessments' results for grades 4 and 5 to measure and track student progress.

- PM 1-Provide researched-based interventions, accelerated instruction, and enrichment to track student's progress.
- PM 2-At least 85% of 4<sup>th</sup> and 5<sup>th</sup> graders will make expected or accelerated progress in reading and math by 2019.
- PM 3-75% of the current year 3<sup>rd</sup> graders will achieve expected or accelerated progress by 2021.
- PM 4-The Relative Performance average of economically disadvantaged students in all grades and in all subjects will increase from 83% to 90% by 2019.

# ETAA ADDENDUM 1

## Bramlette Elementary

### Goal 3 (Index 3 Closing the Achievement Gaps):

The STAAR percentages of Academic Achievement, Growth, EL Proficiency, and Student Success areas will meet or exceed all state targets.

- PM 1- The percentage of ELL students who will meet the STAAR Academic Achievement Performance target will increase from 26% ELL to meet the state target by 2019.
- PM 2 The percentage of ALL students who will meet the STAAR Academic Achievement Performance target in the area of reading will increase from 39% to meet the state target by 2019.
- PM 3- The current year 3<sup>rd</sup> graders will meet or exceed state STAAR Growth targets in reading and math in all student groups by 2021.
- PM 4- Bramlette Elementary will continue to meet and/or exceed the STAAR Growth targets in grades 4<sup>th</sup> and 5<sup>th</sup> in reading and math in 2019.

# ETAA ADDENDUM 1

Johnston-McQueen Elementary	2017-18	Projection 2018-2019	Projection 2019-2020	Projection 2020- 2021	Projection 2021- 2022
Performance Measure #1 Achievement Campus Rating	Met Standard-C 73	C	B	B	A
Performance Measure #2 Progress	Met- C 72	C	C	B	A
Domain II Student Progress, Part A	Met-D 62	C	C	B	A
Domain II Student Progress, Part B	Met-C 72	C	C	B	A
Performance Measure #3 Closing the Gaps	Met-C 74	C	C	B	A

# ETAA ADDENDUM 1

## Johnston-McQueen Elementary

### Goal 1 (Domain 1 -Student Achievement):

The STAAR percentage of students who will achieve meets or masters in all grades in all subjects will increase from 43% to 50% by 2022.

➤ PM 1- The percentage of ALL students who will meets or masters in reading will increase from 45% to 50% by 2019.

➤ PM 2- The percentage of ALL students who will meets or masters in math will increase from 49% to 60% by 2019.

➤ PM 3- The percentage of ALL students who will meets or masters reading and math combined will increase from 42% to 51% by 2022

# ETAA ADDENDUM 1

## Johnston-McQueen Elementary

### Goal 2 (Domain 2 -Student Progress Part A & Part B):

To use the 2018 STAAR results, district's benchmarks, and campus assessments' results for grades 4 and 5 to measure and track student progress.

- PM 1-Provide researched-based interventions, accelerated instruction, and enrichment to track student's progress.
- PM 2-At least 50% of 4<sup>th</sup> and 5<sup>th</sup> graders will make expected or accelerated progress in reading and math by 2019, increasing from 26% in 2018
- PM 3-70% of the current year 3<sup>rd</sup> graders will achieve accelerated progress by 2021.
- PM 4-The Relative Performance average of economically disadvantaged students in all grades and in all subjects will increase from 70% to 76% by 2019.

# ETAA ADDENDUM 1

## Johnston-McQueen Elementary

### Goal 3 (Index 3 Closing the Achievement Gaps):

The STAAR percentage of Academic Achievement, Growth, and Student Success areas will meet or exceed all state targets.

- PM 1- The percentage of ALL students, African American, and Whites will meet the STAAR Academic Achievement Performance target in reading by 2019.
- PM 2- The current year 3<sup>rd</sup> graders will meet or exceed the STAAR Growth target in reading and math in all student groups by 2021.
- PM 3- Johnston-McQueen Elementary will meet and/or exceed STAAR Growth targets in grades 4 and 5 in reading and math for ALL students, African American, Whites, and ECD by 2019.



# ETAA ADDENDUM 1

Forest Park Middle School	2017-18	Projection 2018-2019	Projection 2019-2020	Projection 2020- 2021	Projection 2021- 2022
Performance Measure #1 Achievement Campus Rating	Met Standard-C 70	C	B	B	A
Performance Measure #2 Progress	Met-B 81	B	B	A	A
Domain II Student Progress, Part A	Met-B 81	B	B	A	A
Domain II Student Progress, Part B	Met-B 80	C	C	B	A
Performance Measure #3 Closing the Gaps	Met-B 84	B	B	A	A

# ETAA ADDENDUM 1

## Forest Park Middle School

### Goal 1 (Domain 1 -Student Achievement):

The STAAR percentage of students who will meets or masters in all grades in all subjects will increase from 39% to 48% by 2022.

- PM 1- The percentage of students who will meets or masters in reading will increase from 32% to 40% by 2019.
- PM 2- The percentage of students who will meets or masters in math will increase from 46% to 53% by 2019.
- PM 3- The percentage of students who will meet or master in reading and math combined will increase from 20% to 29% by 2022



# ETAA ADDENDUM 1

## Forest Park Middle School

### Goal 2 (Domain 2 -Student Progress Part A & Part B):

To use the 2018 STAAR results, district's benchmarks, and campus assessments' results for grades 6, 7, and 8 to measure and track student progress.

- PM 1- Provide researched-based interventions, accelerated instruction, and enrichment to track student's progress.
- PM 2-At least 75% of ALL students will make expected or accelerated progress in reading and math by 2019.
- PM 3-70% of the current year 6th graders will make accelerated progress by 2021.
- PM 4- The Relative Performance average of economically disadvantaged students in all grades and in all subjects will increase from 33% to 50% by 2019.

# ETAA ADDENDUM 1

## Forest Park Middle School

### Goal 3 (Index 3 Closing the Achievement Gaps):

The STAAR percentage of Academic Achievement, Growth, and Student Success areas will meet or exceed all state targets.

- PM 1- The percentage of ALL students, African American, Hispanic, ECD, ELL and White will meet the STAAR Academic Achievement Performance target in reading by 2022.
- PM 2- The percentage of ALL students who will meet the STAAR Academic Achievement Performance target in reading will increase from 44% to meet the state target in 2019.
- PM 3- The current year 6<sup>th</sup> graders will meet or exceed the STAAR Growth target in reading and math in all student groups by 2021.
- PM 4- Forest Park Middle School will continue to meet and/or exceed STAAR Targeted Growth Status in grades 6<sup>th</sup>, 7<sup>th</sup>, and 8<sup>th</sup> in reading and math for all student groups by 2019.

# ETAA ADDENDUM 1

East Texas Montessori Prep Academy * We are paired with Hudson Pep Elementary *	2017-18	Projection 2018-2019	Projection 2019-2020	Projection 2020- 2021	Projection 2021- 2022
Student Achievement Campus Rating	N/A	N/A	N/A	N/A	N/A
Performance Measure #2 Progress	N/A	A	A	A	A
Domain II Student Progress, Part A	N/A	A	A	A	A
Domain II Student Progress, Part B	N/A	B	B	A	A
Closing the Gaps	N/A		B	A	A

# ETAA ADDENDUM 1

## East Texas Montessori Prep Academy

### Goal:

- Goal 1 ( Domain 1- Student Achievement):
- The Primary Math Inventory (PMI) percentage of students who will achieve meets or masters on the end of the year (EOY) assessment will increase from 69% to 80% by 2022.
- PM 1- The percentage of all students who will meet or masters in math will increase from 69 % to 75% by 2019.
- PM 2- The percentage of all students who will meet or masters in math will increase from 70 % to 80% by 2022.

# ETAA ADDENDUM 1

## East Texas Montessori Prep Academy

### Goal:

- Goal 2 (Domain 2- Student Progress):
- To use the BAS/ Sistema Reading results for Kindergarten to measure and track student progress.
- PM1- Provide Authentic Montessori Lessons, materials, accelerated instruction, and enrichment to track student's progress.
- PM 2- At least 70% of all students will make a level D by 2020
- PM 3 At least 80% of the students will achieve level D or higher by 2022.