



LONGVIEW INDEPENDENT SCHOOL DISTRICT

1301 East Young Street
 P. O. Box 3268
 Longview, Texas 75606
 903-381-2200

Following is the Request for Proposal (“RFP”) for SOLICITATION OF CAMPUS OPERATING PARTNERS for the Longview Independent School District (“LISD” or “District”). Selected entities will be required to enter into a performance contract with the Board prior to operational services commencing.

REQUEST FOR PROPOSAL (RFP)

**CALL FOR QUALITY SCHOOLS:
 SOLICITATION FOR CAMPUS OPERATING PARTNERS**

2019-2020 REQUEST FOR APPLICATIONS TIMELINE

KEY DATES
Application
<p>Application Published — NOVEMBER 18, 2019</p> <p>REVISED ORIENTATION REQUIREMENT: The requirement for participation in a webinar has been eliminated. Instead, applicants must participate in an orientation call prior to submission of an application. Applicants may schedule the required phone conference by emailing Dr. Craig Coleman at jccoleman@lisd.org.</p> <p>REVISED DEADLINE FOR PROPOSAL SUBMISSION— JANUARY 6, 2020 at 2:00 p.m.</p> <p>All proposals must be submitted in complete and final form by this date. Incomplete proposals, including those that are only partially uploaded, will be disqualified from this cycle.</p>
Independent Review
<p>Independent Evaluation Team Review — JANUARY 8-9, 2020</p> <p>The Evaluation Team will review each proposal and recommend applicants for participation in capacity interviews.</p>
<p>Capacity Interviews — JANUARY 17, 2020</p>
<p>Formal Recommendation from Superintendent to Board — JANUARY 21, 2020</p>
<p>Board Vote — JANUARY 29, 2020</p>

SUBMIT THE PROPOSAL ELECTRONICALLY TO DR. CRAIG COLEMAN AT THE EMAIL ADDRESS BELOW BY 2:00 P.M. CENTRAL TIME, JANUARY 6, 2020:

jccoleman@lisd.org

If you have any questions, please contact Dolly Soule at 903-381-2296.

INTRODUCTION

This Call for Quality Schools, a competitive solicitation, is a Request for Proposals (RFP) advertised under Texas Education Code §44.031. Copies of the Request for Proposal is available on the district’s website, in the Superintendent’s office or via email subsequent to telephone request.

Longview Independent School District (“LISD” or “District”) is soliciting competitive proposals (hereafter called “proposal” or “proposals”) for Campus Operating Partners (“Operating Partners”).

DESCRIPTION OF SERVICES

The Longview Independent School District (LISD) is seeking proposals from qualified sources to operate one or more campuses under a campus charter and performance contract.

LISD is specifically seeking proposals from school operators offering the following types of school models:

Career and Technology Models

Program Elements

The district is seeking operators to provide innovative high school models that provide promising and proven Career and Technology Education and Work-Based Learning programs, practices, and strategies that prepare individuals for post-secondary learning and fulfilling careers. Models should meet the following criteria:

- Provide that 100% of participating students access to appropriate work-based education at every grade level;
- Address regional workforce needs;
- Engage industry/business partners to provide opportunities for work-based learning, including job-shadowing, apprenticeships, and after-school and summer experiences;
- Ensure that agreements with business and industry partners emphasize that students who complete the program will have priority in interviewing with the applicable employers;
- Develop wrap-around strategies and services involving multiple stakeholders (parents, teachers, counselors, community members, etc.) to strengthen both the academic and social/emotional skills necessary for high school and to be successful in rigorous academic and work-based educational experiences;
- Provide participating students flexibility in class scheduling and academic mentoring.
- Enable graduates to transition successfully to post-secondary learning and/or a career with opportunities for advancement;
- Establish recruitment and enrollment processes and requirements that will not exclude or discourage the enrollment of any of the subpopulations of at-risk students, including, but not limited to, students who are of limited English proficiency or who have failed a state administered assessment.

Student Outcomes

The performance contract entered into with the selected operator(s) will require that the school achieve an overall rating of B or above in the first three years of operation. The contract will further require that the school achieve a CCMR score of 90 or above in the third year of operation. The district reserves the right to specify higher and/or additional performance goals as a condition of the contract.

International Baccalaureate Models

Program Elements

The district is seeking operators to provide school-wide middle school and high school models that enable students from all backgrounds to succeed in an IB pathway. Models should meet the following criteria:

- Ensure that IB the default pathway:
- Actively recruit low-income students with targeted outreach to underrepresented students and their families;
- Engage diverse learners and allow students to demonstrate their understanding in different ways (e.g., projects and varied learning tasks);
- Aim for mastery and deeper learning within the curriculum (e.g., cover fewer topics in more depth);
- Allow for flexible deadlines, increase scaffolding, and rethink homework.
- Examine trends in student performance to identify barriers to success and modify instruction accordingly;
- Emphasize academic and study skills (e.g., text-based analytic writing and time management) to prepare students for college success;
- Institute extensive opportunities for tutoring to ensure that students can access help before, during, and after school;
- Formalize peer supports (e.g., create or facilitate the formation of study groups);
- Establish wraparound services to prevent or respond to factors that might interfere with students' ability to focus on academics (e.g., partner with community-based organizations that offer social, emotional, and other services at the school site);
- Monitor individual student progress (e.g., through advisory classes) and tailor interventions (e.g., develop a tiered system of academic supports);
- Build a culture of high expectations for all students by hiring teachers who believe that diverse learners can succeed in the DP and by consistently reinforcing this belief through school policies and practices;

- Create systematic college planning processes (e.g., all students attend a college-planning event, take the SAT or ACT, complete the Free Application for Federal Student Aid, and apply to at least one broad-access college);
- Identify resources to facilitate college access for low-income students (e.g., scholarship opportunities, university-based outreach programs, local nonprofits that provide college counseling and other related supports);
- Proactively provide information to parents about college options, the college application process, and financial aid options;
- Establish recruitment and enrollment processes and requirements that will not exclude or discourage the enrollment of any of the subpopulations of at-risk students, including, but not limited to, students who are of limited English proficiency or who have failed a state administered assessment.

Student Outcomes

The performance contract entered into with the selected operator(s) will require that the school achieve an overall rating of B or above in the first two years of operation and an overall performance score of 89 or above in the third year. The district reserves the right to specify higher and/or additional performance goals as a condition of the contract.

Project-Based Learning Models

Program Elements

The district is seeking operators to provide elementary and middle school models that offer purposeful and authentic project experiences in which rigorous content is complemented by PBL pedagogy. Models should meet the following criteria:

- Ensure that projects are coherent and core to learning and build backwards from significant learning goals and standards;
- Prioritize strong relationships and positive culture;
- Use assessment data to improve instruction and give feedback;
- Provide relevant content that promotes civic engagement;
- Encourage student agency and choice;

- Provide opportunities for presentation of projects to authentic public audiences;
- Support critical thinking, problem solving and construction of content knowledge;
- Build on the diverse strengths, voices, and resources of all learners and their communities;
- Provide regular opportunities for students to self-assess and reflect on learning;
- Orient learning around a challenging driving question or problem;
- Build interdisciplinary connections;
- Support social and emotional learning;
- Cultivate strong facilitation and project management skills;
- Ensure that projects result in meaningful products that answer driving question;
- Promote collaboration and communication;
- Use universally designed scaffolds to support all learners;
- Establish recruitment and enrollment processes and requirements that will not exclude or discourage the enrollment of any of the subpopulations of at-risk students, including, but not limited to, students who are of limited English proficiency or who have failed a state administered assessment.

Student Outcomes

The performance contract entered into with the selected operator(s) will require that the school achieve an overall rating of B or above in the first two years of operation and an overall performance score of 89 or above in the third year. The district reserves the right to specify higher and/or additional performance goals as a condition of the contract.

Educator Preparation Lab Schools

Program Elements

The district is seeking school operators affiliated with a university-based educator preparation program to provide elementary and middle school models that achieve the

dual goals of enabling continuous improvement of the preparation program and providing students at the school with excellent learning experiences. The model should meet the following criteria:

- Maximize time for educator learning, planning, and collaboration while ensuring that students are engaged in full-day learning and enrichment;
- Leverage the higher staff-to-student ratios at the school to provide extended day learning for students;
- Provide personalized learning plans and supports for all students;
- Ensure that new teachers enter the classroom able to provide K1-2 students with the kind of education that helps them develop “deeper learning skills, including:
 - Critical thinking
 - Collaboration
 - Communication
 - Ability to apply knowledge in a range of contexts;
- Create a pipeline of teachers fully prepared to excel in Longview ISD school;
- Provide professional development for in-service and pre-service teachers;
- Serve as a site for documentation of protocols and practices for continuous improvement;
- Establish systems to disseminate and support lessons about effective practices throughout the district, region, and state;
- Establish recruitment and enrollment processes and requirements that will not exclude or discourage the enrollment of any of the subpopulations of at-risk students, including, but not limited to, students who are of limited English proficiency or who have failed a state administered assessment.

Student Outcomes

The performance contract entered into with the selected operator(s) will require that the school achieve an overall rating of B or above in the first two years of operation and an overall performance score of 89 or above in the third year. The district reserves the

right to specify higher and/or additional performance goals as a condition of the contract.

TERMS OF SERVICE

As documented in the foregoing description of service expectations, Operating Partners must demonstrate capacity to operate and improve the student outcomes of Longview ISD campuses.

Operating Partners will enter into a multi-year performance contract that incorporates a campus charter that will be granted under Subchapter C, Chapter 12, Texas Education Code. Continuation of the performance contract and charter will be contingent on achievement of the performance goals specified in the contract.

Once Operating Partners are selected and approved by the LISD board of trustees, the district will seek partnership benefits in accordance with the provisions of Senate Bill 1882.

Operating Partners will have the responsibility to carry out the following functions:

- employ and manage the campus chief operating 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;
- manage all of the operating partner's own administrators, educators, contractors, or other staff;
- approve assignment of and manage district employees or contractors to the campus, including initial and final authority to approve the assignment of all district employees or contractors to the campus;
- directly manage the instructional staff described in subparagraphs (B) and (C) of this paragraph who provide services to at least a majority of the students;

- approve all curriculum decisions beyond the minimum requirements outlined in §74.2 of this title (relating to Description of a Required Elementary Curriculum) or §74.3 of this title (relating to Description of a Required Secondary Curriculum), lesson plans, instructional strategies, and instructional materials, as defined in TEC, §31.002(1), to be used at that campus;
- manage educational programs for specific, identified student groups, such as gifted and talented students, students of limited English proficiency, students at risk of dropping out of school, special education students, and other statutorily defined populations;
- set the school calendar and the daily schedule, which may differ from those in other district campuses;
- approve all assessments that are not required by the state of Texas;
- adopt and implement the campus budget.

ELIGIBLE ENTITIES

The Board shall consider an application for a campus charter if the applicant:

Meets the eligibility requirements for a campus charter set forth in TEC §12.052, §12.0521, §12.0522, or §12.053;

Follows the application process established by the District; and

Provides evidence to the Board that the applicant will comply with the statutory and District requirements for a campus.

The Board welcomes applications for a campus charter (“Subchapter C charter”) pursuant to TEC Chapter 12, Subchapter C.

Regardless of authorization path, all groups and entities seeking to create a Subchapter C charter shall follow the Charter Application and Review Process set forth in this document.

COMPOSITION OF GOVERNING BOARD

The governing board of the Operating Partner may not include any members of the Longview ISD board of trustees, the district superintendent, or any school district personnel who are involved in the review, approval, monitoring or renewal of the charter performance contract.

APPLICANT TYPES

In this application cycle, two types of applicants will be considered, each with specific requirements.

Current Operators— university, state-authorized, district-authorized, or out-of-state charter school operators which are in good standing, defined as receiving acceptable academic and financial accountability ratings for the three preceding school years, and never having their charters revoked.

New Operators— nonprofit organizations, institutes of higher education, governmental entities, or school operators that do not meet the qualifications of a current operator.

All applicants must complete Sections 1 – 3 of the application. Current Operators and any applicant proposing to contract with an entity that has previously operated schools (often referred to as an Education Service Provider or ESP) must also complete the Current Operating Partner Supplement and all related attachments.

2019-2020

Local Campus Partner Application

Application Process Overview

The application process shall include:

1. A comprehensive written application submitted by each applicant in accordance with application guidance and requirements provided by the Board;
2. A rigorous review of the written application conducted by a review committee (“Review Committee”) of at least three members, including at least one district staff member and one external evaluator, with relevant and diverse expertise;
3. A formal recommendation from the Review Committee to the Superintendent for approval or denial of each application, based on evidence from the Review Committee’s evaluation of the application; and
4. A formal recommendation from the Superintendent to the Board for approval or denial of each application, based on evidence from the Review Committee’s evaluation of the application; and
5. A formal vote by the Board to approve or deny each application.

Standard of Review. The Review Committee shall conduct a rigorous, evidence-based, and merit-focused evaluation of applications, including evaluating the proposed partner’s capacity to meet the Board’s established academic, financial, operational, and governance standards for charter schools. The Board shall grant a charter only in cases in which the Board determines that the proposed school is likely to:

1. Succeed in meeting academic, financial, operational, and governance standards, thereby meeting both performance and legal compliance expectations for campus charters in the District;
2. Serve the best interests of the targeted students and community; and
3. Fulfill the purposes and intent of Texas’s charter school law.

Instructions

The Board is pleased to invite proposals for new quality partners seeking to open a partnership school in current or subsequent school years. Prior to developing a proposal, please read this entire document.

Components of the Proposal

- Narrative Proposal: The proposal is the formal application to the Board and is a comprehensive description of the school's educational, operational, and financial plans.
- Attachments: Throughout the proposal, specific documents are requested in addition to narrative answers. Attachments may not contain additional narrative unless specified. A comprehensive list of the attachments is provided in these instructions.
- Capacity Interview(s) (at the discretion of the District and Review Committee): Applicants may have the opportunity to present their plan and demonstrate the team's capacity to open and maintain a high-quality charter school, as well as to answer specific questions about their proposal.

Specifications

- Applicants **must** submit proposals electronically and use any applicable template provided.
- Only responses placed within the text boxes provided will be considered in evaluation activities. All elements of the proposal must be presented in 11-point font and single-spaced.
- Each major section of the proposal (School Overview, Educational Program, etc.) and each attachment must begin on a separate page. *Application responses, including the existing questions and content, for sections 1-3 must not exceed 30 pages. This does not include attachments.*
- If you believe a particular question does not apply to your team or proposal, respond "Not Applicable" **and** state the reason this question is not applicable to your team or proposal.
- All required documents should be uploaded in the file format specified.
- Late or incorrectly formatted submissions will not be accepted.
- When submitting résumés, label each document with the individual's affiliation with the proposed school (e.g., board member, principal, etc.).

Attachments

The following is a list of attachments to accompany the proposal. Note that not all attachments will be applicable for all applicants. It is the responsibility of the

applicant to ensure they submit all attachments required for their proposal. Do not upload documents for any attachment that is not applicable.

1. Graduation standards (*high school applicants only*)
2. Enrollment policy
3. Discipline policy
4. Organization charts
5. Board documents
6. Board Member Information Form
7. Leadership team qualifications or role description
8. School leader qualifications or role description
9. Financial Plan Workbook
10. Financial plan narrative

Applicant Code of Conduct

Members of the Board are obligated to make decisions in the best interests of children, free from personal or political influences. Similarly, charter school applicants have the responsibility of respecting and upholding the integrity of the charter school proposal process.

Specifically, charter school applicants shall not:

- Initiate, or attempt to initiate, any activity with a Trustee;
- Initiate, or attempt to initiate, any activity with a member of the Evaluation Team; or
- Direct any communications, including proposal documents, to a Trustee or to a member of the Evaluation Team.

Charter school applicants found to be in violation of these requirements may be deemed ineligible for consideration in future proposal processes.

Public Disclosure

All charter school proposal materials submitted to the Board become public records.

2018 Request for Applications for Subchapter C Charters

Please submit an application that addresses the following questions. There are no page limits for individual topics, however overall page limits are noted for the Executive Summary, the Enrollment Summary, and each of Sections 1-4. Attachments are not included in these page limits.

Please keep in mind that your application is a professional document. The quality of the document that you submit should reflect the quality of the school that you propose to open. Evaluation Teams will be able to navigate well-organized, effectively edited documents easily, thereby focusing their energy on reviewing the content of each application. Grammar, spelling, and formatting all make an impression on an evaluator.

Plagiarism

The Texas State University Student Handbook defines plagiarism as “the appropriation of another’s work and the unacknowledged incorporation of that work in one’s own written work” (Texas State University Student Handbook). Individuals and groups seeking the right and responsibility to educate public school children at public expense should be accountable to the highest standards of academic integrity. The Board considers plagiarism, including the copying of language from any other charter application without proper attribution, as grounds for immediate denial.

The Board understands that to implement an existing curriculum, instructional framework, or educational model (e.g., Montessori, arts integration, project-based learning, blended learning, etc.) with fidelity, key concepts must be discussed. However, it is not acceptable to copy and paste this discussion or description from another source. A high-quality applicant team with the capacity to operate a high-quality school must be able to thoughtfully explain in their own words how they intend to educate children. The Board also understands that existing operators proposing to replicate a model may use their own intellectual property, which is appropriate and acceptable.

Applicant Information

Name of Applicant Organization	Longview Educates and Prospers (LEAP)
Primary Contact Person	Shawn Hara
Mailing Address	905 Jack Ct., Longview, TX 75601
Phone Number	903-452-3780
Email	shara@longviewtexas.gov

Names, current jobs and employers, and proposed roles of all persons on applicant team (*Add lines as needed*)

Full Name	Current Job Title and Employer	Position w/Proposed School
Keith Bonds	City Manager, City of Longview	LEAP Board Member
Shawn Hara	Media and Tourism Manager, City of Longview	LEAP Board Member
Gary Shane Krueger	Longview ISD CTE Director	Executive Director
Wayne Mansfield	President and CEO of LEDCO	LEAP Board Member

We plan to apply as a:

New Partner

Current Operating Partner

Does this applicant team have charter school applications under consideration by any other authorizer(s) in the United States?

Yes

No

If Yes, complete the table below (*Add lines as needed*)

State	Authorizer	Proposed School Name	Application Due Date	Decision Date
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

Does this applicant team have new schools or campuses scheduled to open in the United States in the next five years?

Yes

No

If Yes, complete the table below (*Add lines as needed*)

Planned School Name	City	State	Opening Date
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

School Information

**NOTE: Complete this part for each school / campus included in this proposal.
Duplicate as needed.**

Proposed School / Campus Name/ <u>Program</u>		Opening Year	Grades: Year 1	Grades: At Capacity
LEAP Early Graduation High School_East Texas Advanced Manufacturing Academy		2020	9-12	9-12
Proposed Location				
School District <i>Identify the school district in which the charter school will be located.</i>		Longview ISD		
Address of Identified Facility <i>If applicable.</i>		519 W South St, Longview, TX 75601		
Projected Demographic Information				
		% FRL: 61.2	% SpEd: 8.7	% ELL: 7
Model / Specialty (Check all that apply)				
<input type="checkbox"/> IB		<input checked="" type="checkbox"/> Career / Technical Ed.		<input type="checkbox"/> Educator Preparatory Residency and Demonstration School
<input type="checkbox"/> Project-Based Learning				

Name of Proposed Principal	Jody Sanders
Current Employment	Principal
Phone Number – Day	Office 903-803-5982
Phone Number – Evening	903-981-3647
Email	jsanders@lisd.org

Proposed School / Campus Name/ <u>Program</u>	Opening Year	Grades: Year 1	Grades: At Capacity
LEAP Early Graduation High School_ Early Graduation Academy	2020	9-12	9-12
Proposed Location			
School District <i>Identify the school district in which the charter school will be located.</i>	Longview ISD		
Address of Identified Facility <i>If applicable.</i>	410 S Green St Longview, TX 75601		
Projected Demographic Information			
	% FRL: 69.8	% SpEd: 8.6	% ELL: 13.8
Model / Specialty <i>(Check all that apply)</i>			
<input type="checkbox"/> IB <input checked="" type="checkbox"/> Career / Technical Ed. <input type="checkbox"/> Educator Preparatory Residency and Demonstration School			
<input type="checkbox"/> Project-Based Learning			

Name of Proposed Principal Kristi Means
Current Employment Principal
Phone Number – Day (903) 381-3921
Phone Number – Evening
Email kmeans@lisd.org

Section 1 - School Overview

This section is not rated separately by the evaluators. It provides the evaluators with a reference for each of the other sections of the proposal, which will be assessed, in part, for the quality of alignment with the School Overview. Please reference page limit requirements on page 5 (Specifications).

Executive Summary

(Limit: 4 Pages)

The Executive Summary should provide a concise overview of the proposed plan for the school; the outcomes you expect to achieve; the geographic and population considerations of the school environment; the challenges particular to those considerations; and the applicant team's capacity to successfully open and operate a high-quality school given the above considerations.

1. **Mission and Vision.** State the mission and vision of the proposed school. The mission is a statement of the fundamental purpose of the school, describing why it exists. The vision statement describes how the school will operate and what success looks like for students. The mission and vision statement provide the foundation for the entire proposal, and taken together, should identify the students and community to be served and illustrate what success for students will look like.

Response

The LEAP Early Graduation High School is composed of two programs that enable high school students to choose the path to high school graduation and postsecondary success.

East Texas Advanced Man Manufacturing Academy (ETxAMA). The objective of ETxAMA is to equip students with the manufacturing skills necessary to fill current and future job openings for the East Texas industry base. It is our vision to ensure that every student in Longview has a clear pathway toward a bright future along with the support necessary to advance along that pathway.

Early Graduation Academy. The mission of the Early Graduation Academy is to provide the opportunity for an early graduation and to prepare students for college and/or the workforce. The vision is to offer students the opportunity to complete credit recovery and early graduation through a mastery-based learning program offered through morning, afternoon, and evening sessions.

2. **Educational Need and Anticipated Student Population.** Describe the anticipated student population, students anticipated educational needs, and non-academic challenges the school is likely to encounter. Describe the rationale for selecting the location and targeting this student population.

Response

Nearly three-quarters of the Longview student population comes from low-income households, and over one-fifth are English Language Learners. Longview ISD has embraced these challenges, insisting that every student have a chance for a lifetime of opportunity. At the same time, it is all the more critical that our community leverage every available resource to meet the needs of our students. The LEAP partnership brings the expertise of municipal, economic development, and education leaders together to maximize our impact. By formalizing relationships under a nonprofit corporation dedicated to the advancement of students attending ETxAMA and EGA, leaders will be better able to coordinate resources as well as collaboratively expand work-based learning opportunities for our youth. Research demonstrates that many students who do not thrive in a traditional high school become deeply engaged in real-world learning experiences. LEAP aims to meet these students where they are by making the high school experience exciting, relevant, and aligned to high-demand careers in our region.

At the same time, some students are prepared and eager to finish high school early and advance to post-secondary learning and/or the workforce. We believe close coordination with our city and economic development sectors will also benefit these students by providing better visibility into opportunities and the chance to make work-based learning part of their experience before leaving the district.

3. **Education Plan / School Design.** Provide an overview of the education program of the proposed school, including major instructional methods, assessment strategies, and non-negotiables of the school model. Describe the evidence that demonstrates the school model will be successful in improving academic achievement for the targeted student population.

Response

ETxAMA

ETxAMA is a critical part of a comprehensive, long-range plan to provide families in the East Texas Region with an array of educational choices, each linked to opportunities for fulfilling careers. ETxAMA is a partnership among manufacturing industries, regional independent school districts, Kilgore College, and Texas State Technical College.

Early Graduation Academy. The Early Graduation Academy offers an early graduation program with a flexible learning environment. The program is organized to accomplish the following goals:

- To provide a safe environment for students who would like to complete their requirements for graduation early.
- To provide students the opportunity to earn dual credits.
- To provide experiences that enhance student's learning.

Students accelerate toward graduation at their own pace, receiving credit as they complete course requirements. Students have the benefit of both digital and live instruction. The additional resources available through this partnership will enable program leaders to strengthen this blended learning experience. The partnership will also create opportunities for the EGA and ETxAMA to pool resources and expertise to create high-quality work-based learning opportunities. By broadening relationships with employers, EGA will be able to improve upon the strong base for postsecondary success it has built thus far.

Both ETxAMA and the Early Graduation Academy will continue to ensure that students from all backgrounds are welcome at the Academy and will coordinate with the District to continuously refine recruitment and enrollment processes and requirements that will not exclude or discourage the enrollment of any of the subpopulations of at-risk students, including, but not limited to, students with disabilities, students who are of limited English proficiency or who have failed a state administered assessment.

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4. **Leadership and Governance.** List the current members of the school's proposed leadership team and governing board, including their roles with the school and their current professional affiliations.

Add lines to the following table, as needed. Do not list members of the applicant team who will not have an official leadership role with the school going forward, such as consultants.

Full Name	Current Job Title and Employer	Position with Proposed School
Shawn Hara	Media and Tourism Manager, City of Longview	Board member
Wayne Mansfield	CEO, LEDCO	Board member
Keith Bonds	City Manager, City of Longview	Board member
GS Kreuger	CTE Director, LISD	Exec. Director
Jody Sanders	School Leader, LISD	ETxAMA Principal
Kristi Means	School Leader, LISD	EGA Principal

Enrollment Summary

(Limit: 2 Pages)

1. Complete the table below, illustrating the growth plan for the school. Indicate the school year (e.g., for Year 1, change 20xx to 2020) for each column.

Note: Remove any rows for grades the school will not serve.

Grade Level	Number of Students – East TX Manufacturing Academy					
	Year 1 2020	Year 2 2021	Year 3 2022	Year 4 2023	Year 5 2024	At Capacity 2025
9						
10						
11	16	20	25	30	35	40
12	9	16	20	25	30	40
TOTAL	25	36	45	55	65	80

Grade Level	Number of Students – EGA High School					
	Year 1 2020	Year 2 2021	Year 3 2022	Year 4 2023	Year 5 2024	At Capacity 2025
9	17	17	18	19	19	19
10	35	36	37	37	38	38
11	43	45	47	48	49	49
12	21	22	23	24	25	25
TOTAL	116	120	125	128	128	128

2. Then, briefly describe the rationale for the number of students and grade levels served in Year 1 and the basis for the growth plan as outlined in the table.

These are conservative estimates in the interest of cautious planning. We believe there is the possibility that enrollment will grow and are prepared to serve more students. The relatively lower number of students in twelfth grade is a result of early graduations.

Section 2 – Educational Program

A strong Educational Program is coherent overall and aligned internally with the school's mission and vision, Operations Plan, and Financial Plan.

Curriculum and Instructional Design

1. Provide evidence of the following:
 - a. A framework for a rigorous, quality instructional design that reflects the needs of the school's target population and will ensure all students meet or exceed the expectations of Texas state standards;
 - b. Sound instructional strategies that incorporate rigorous, high-quality experiences that promote critical-thinking skills and an explanation of why they are well-suited for the targeted student population;
 - c. Effective methods and systems for providing differentiated instruction to meet the needs of all students and plans to utilize an RTI model to identify and serve students with learning gaps;
 - d. A plan to maximize instructional time through consistent, efficient, and visible structures; and
 - e. A sound base for the proposed educational program in research, theory, and/or experience, including that it is likely to be rigorous, engaging, and effective for the anticipated student population.

Response

ETxAMA

Industry Aligned Work-Based Learning. As described above, ETxAMA will feature high-quality career and technology programming that enables students to earn dual credit in high-demand, high-wage career pathways. The Academy currently provides high school students an opportunity to obtain training in Instrumentation and Electrical Technology and Precision Machining Technology through dual-credit courses. These courses prepare area high school juniors and seniors for professional careers in machine operating, manufacturing and programming. Students completing the training have opportunities in the region among 15 industry partners.

International Baccalaureate® (IB) Career-related Programme. Additionally, students will have the opportunity to participate in the International Baccalaureate® (IB) Career-related Programme (CP). This program enables students to engage in career-related learning while gaining transferable and

lifelong skills in applied knowledge, critical thinking, communication, and cross-cultural engagement. Students will complete at least two IB Diploma Programme (DP) courses in any of that programme's subject groups. These DP courses provide and enhance the theoretical underpinnings and academic rigour of the CP. The CP core components give context to the DP courses and the career-related study, drawing all aspects of the framework together. Through the CP core, students develop personal qualities and professional skills, as well as intellectual habits required for lifelong learning.

Work-Based Learning. ETxAMA will deepen its work-based learning programs, practices, and strategies in accordance with principles developed by the National Center for Innovation in Career and Technical Innovation:

Alignment of Classroom and Workplace Learning

ETxAMA will continue working closely with regional employers to ensure that its offerings prepare students for high-wage, high-demand opportunities. Further, ETxAMA will engage industry/business partners to provide opportunities for work-based learning, including job-shadowing, apprenticeships, and after-school and summer experiences. Partnerships with employers will ensure that agreements with business and industry partners emphasize that students who complete the program will have priority in interviewing with the applicable employers.

Application of Academic, Technical, and Employability Skills in a Work Setting

The resources available through this partnership will enable ETxAMA to base its work-based learning program on rigorous academic and employability skill standards and in-depth, hands-on work experiences (either on-site or through simulated/virtual methods), with activities ranging from career awareness and exploration to career preparation and training.

Support from Classroom or Workplace Mentors

ETxAMA will promote student engagement through mentorship from supervisors, instructors, and work-based learning coordinators that enable students to develop relationships with industry and community professionals. These experiences will be monitored and evaluated by workplace supervisors, classroom instructors, or work-based learning coordinators. ETxAMA will offer training for mentors that enables them to provide students with industry-specific support; general career and education guidance; personal and professional growth; and a caring connection.

Students will learn that by completing a certificate or degree while at ETxAMA is entering a gateway rather than a destination. The credentials offered at ETxAMA are designed to be “stackable,” that is, they represent the first rung of a ladder to higher and higher achievement. Additionally, a heavy emphasis will be placed on the new “fundamental skills”, including communication, teamwork, strong habits of mind and behavior, that are necessary for advancement but too often under-developed in our youth.

With respect to differentiated instruction, the leadership team will continue collaborating with the district’s special populations experts to apply RTI and other supports to maximize student progress using the most appropriate and effective methods. Further, leaders will apply the School by Design tools to structure and communicate schedules calibrated to achieve the optimum learning environment and cadence for both students and educators.

ETxAMA maximizes instructional time through the course accessibility enabled by our higher education partners. Faculty travel to the ETxAMA training facility rather, saving students valuable time that can instead be dedicated to learning.

Partnership with TCIS to Provide CTE Services. In addition to serving students enrolled in the Academy, ETxAMA leaders anticipate entering into a partnership to provide CTE services to students enrolled in Longview High School (LHS) at the facility on the LHS site.

Early Graduation Academy

The Longview Early Graduation Academy serves students who wish to accelerate graduation, providing dual-credit courses as well as career and technology options, online/distance learning, and ACT/SAT preparation. The model builds on three modalities:

Competency-based education, or mastery learning. The Early Graduation Academy does not use the traditional model in which students earn credits and diplomas by putting in enough “seat time” and earning passing grades. Instead, students must demonstrate that they have mastered specific, clearly defined learning goals in order to progress through the curriculum, moving as quickly as they want or as slowly as they need.

Personalized learning. The Academy is working to find ways to tailor at least some of the learning experience to students’ individual needs, interests, and postsecondary goals. Technology can be leveraged for this purpose, for example, by providing students with personalized digital playlists of learning activities or with choices of online courses and content.

“Anywhere, anytime” learning. In cooperation with ETxAMA, the Academy will expand opportunities to learn outside of traditional school hours and beyond school walls. These opportunities include work-based internships and apprenticeships; service learning; at-home learning through online courses and digital activities; and taking on projects to solve problems in local communities.

A focus on in-depth preparation for both college and careers. The Academy’s model explicitly recognizes that success in today’s economy requires a broad mix of academic, social-emotional, and technical competencies—regardless of the path that students pursue after high school. The program blends rigorous academic learning; greater opportunities and expectations for earning advanced post secondary credits; and credentials with real-world career preparation.

The Academy is designed both to maximize instructional time and ensure differentiation of instruction. Students are supported to complete credits at their own pace and with blended instruction calibrated to their individual needs and interests.

High School Graduation Requirements (*High Schools Only*)

2. Provide evidence of the following:

- a. As **Attachment 1**, exit standards for graduating students. These should clearly set forth what students in the last grade served will know and be able to do and ensure student readiness for college or other post-secondary opportunities (e.g., trade school, military service, or entering the workforce); and

Response

Both programs will *continue following LISD graduation policies (see Attachment 1)*.

- b. Systems and structures the school will implement for students at risk of dropping out or not meeting exit standards.

Response

Both programs are designed specifically for students who are at-risk of dropping out or qualifying for graduation in the traditional model. Accordingly, the schools focus on personalized, relevant, real-world learning opportunities and intensive supports. The leadership team is well-prepared to leverage Title I and State Compensatory Education funds for the benefit of at-risk students. The additional funding available through SB 1882 will enable us to provide even deeper, more responsive, supports.

Special Populations and At-Risk Students

3. Provide evidence of the following:
 - a. A sound explanation of evidence from which the projection of anticipated special populations was derived;
 - b. A comprehensive and compelling plan for appropriate identification of students with special needs and to ensure they are served in the least-restrictive environment possible, have appropriate access to the general education curriculum and schoolwide educational, extra-curricular, and culture-building activities in ways that support their development, receive required and appropriate support services as outlined in their IEPs and 504 plans, and participate in standardized testing;
 - c. A comprehensive and compelling plan for providing services to ELLs, including methods for appropriate identification of ELLs, specific instructional programs, practices, and strategies the school will employ to ensure academic success and equitable access to the general education curriculum and core academic program for these students, plans for monitoring and evaluating student progress and success of ELLs and for exiting them from services, and plan for including ELLs in standardized testing and schoolwide educational, extra-curricular, and culture-building activities;

- d. A comprehensive and compelling plan for providing services to students identified as intellectually gifted, including methods for appropriate identification of students, specific instructional programs, practices, and strategies the school will employ; and
- e. Demonstrated understanding of – and capacity to fulfill – state and federal obligations and requirements pertaining to students with disabilities, ELLs, and students identified as intellectually gifted.

Response

Evidence of Special Populations. Estimates of special populations reflect current enrollment trends. It is possible that the personalized environment provided by these schools results in an increased number of students with special needs. The nature of these schools lend themselves to responsive instruction and thus structures will be in place from the beginning to adjust to the particular needs of students who enroll.

Identification and Service. Further leadership teams of both ETxAMA and the Early Graduation Academy are well-versed in state and federal requirements and will fully comply with all local, state and federal policies in the course of identifying and serving students with special needs. More specifically, the teams will collaborate with the district to continuously improve their implementation of the of:

EBHA (LEGAL) with respect to Special Education

EHBE (Legal and Local) with respect to Bilingual Education and English as a Second Language

EHBB (Legal) Gifted and Talented Students

EHBD (Legal and Local) Federal Title I

Understanding and Capacity. The Executive Director of LEAP Early Graduation High School, Gary Kreuger, is highly experienced in both school and district administration, having previously served as a district superintendent. Mr. Kreuger’s experience and expertise, combined with the School’s ongoing coordination with the District’s central office specialists, ensures that special programs will be carried out effectively and in compliance with all local, state and federal laws and regulations.

Student Recruitment and Enrollment

- 4. Provide evidence of the following:
 - a. A sound and thoughtful student recruitment and marketing plan and timeline that will provide equal access to all interested students and families, including those in poverty, academically low-achieving students, students with disabilities, and other youth at risk of academic failure; and
 - b. As **Attachment 2**, an Enrollment Policy that complies with state law and that ensures the school will be open to all eligible students.

Response

The LEAP team will leverage the varied recruitment avenues available through the marketing and outreach arms of the partners. Our founding board includes members with extensive communications expertise honed in the Longview community.

As Longview ISD transitions to a unified enrollment strategy, LEAP will have the opportunity to present our school profile on centralized enrollment resources as well as in school choice events for families and community members. The LEAP leadership team will also develop complementary outreach strategies, including:

Direct Outreach to Students. LEAP team members will present regular presentations to students at middle schools and freshmen high school classes in the region; conduct tours of the AMA and Early Graduation Academy learning sites; and organize field trips to area employers.

Outreach to Families and Community. In addition to the community events organized by the District, LEAP will capitalize on the expertise of its board to raise awareness of the programs throughout the region. Program websites, newsletters and other outlets will promote positive news and the specific value proposition each offers.



We will follow the enrollment policy attached.

School Culture and Discipline

5. Provide evidence of the following:
 - a. A vision for school culture or ethos that will promote high expectations, a positive academic environment, and shared ownership of intellectual and social development for all students, including those with special needs, ELLs, and students at risk of academic failure;
 - b. A coherent plan for establishing and maintaining the intended culture for students, teachers, administrators, and parents from the first day of school and throughout the school year and proposed mechanisms for monitoring campus climate;
 - c. A clear plan to create an inclusive and welcoming environment that will engage families in positive, constructive, and personalized ways that meaningfully contribute to the school culture;
 - d. A system of proactive and responsive student support services (e.g., counseling, mentoring, external service referrals) to meet student needs;
 - e. As **Attachment 3**, a student discipline policy that provides for appropriate and effective strategies to support a safe, orderly school climate and

fulfillment of educational goals, promoting a strong school culture while respecting student rights;

- f. Legally sound policies for student discipline, suspension, and expulsion that do not indicate students will be removed in an inappropriate manner, as well as appeals, including proper processes for students with disabilities; and
- g. Systems and processes for tracking discipline referrals and interventions to identify trends and adapt activities accordingly.

Response

Culture and Student Supports. One of the benefits of these school models is that they are the outcome of design-based thinking that puts students who may otherwise be marginalized at the center of the education environment. Because students are engaged, challenged, and understand the relevancy of their experience, behavior issues are much less common. Additionally, because these schools focus on accelerating students' preparation for the post-secondary world, students will learn the skills, routines, and mindsets that lead to productive communication, collaboration, and positive solutions. Additional program-specific is provided below.

ETxAMA. Because ETxAMA aims to prepare students for success in the workplace, program leaders are building a culture that develops and reinforces behavioral norms that will enable students to meet the expectations of employers -- both while they are participating in work-based learning activities and on Day 1 of their job after graduation. For example, students work together to build and, importantly, reinforce in one another, good habits in time management, goal setting, and self-regulation.

This focus is complemented by the following core elements of the Career-related Programme, which shapes the school culture by emphasizing personal and interpersonal development:

Personal and professional skills. This component is designed for students to develop attitudes, skills and strategies to be applied to personal and professional situations and contexts now and in the future. In this course the emphasis is on skills development for the workplace, as these are transferable and can be applied in a range of situations.

Service learning. The service learning component focuses on the development and application of knowledge and skills towards meeting an identified and authentic community need. In this research-based approach, students often undertake service initiatives related to topics studied previously in their academic disciplines, utilizing skills, understandings and values developed in these studies.

Reflective Project. The reflective project is an in-depth body of work produced over an extended period of time and submitted towards the end of the CP. Through a reflective project students identify, analyse, critically discuss and evaluate an ethical issue arising from their career-related studies. The reflective project is intended to

promote high-level research, writing and extended communication skills, intellectual discovery and creativity.

Language Development. Language development ensures that all students have access to a language programme that will assist and further their understanding of the wider world. The ability to communicate in more than one language is essential to the IB's concept of an international education. Language development encourages students to improve their proficiency in a language other than their best language.

Further, ETxAMA will promote the types of prosocial behavior that minimize disciplinary issues and prepare students to contribute to positive workplace cultures. Most critically, ETxAMA leaders will encourage peer-to-peer interactions that contribute to high school and postsecondary success. Examples include opportunities for peer-coaching opportunities and team-based activities.

Early Graduation Academy. The Academy cultivates a learning environment that ensures that students are known, respected, and safe at school. This foundation will set the stage for the work the leadership team plans with respect to each of the following critical elements to student success:

Motivation— building sustained relationships with students, exploring areas of interest and related careers, addressing barriers to school attendance;

Customization – helping students set short and long term goals, track progress, and experience success in class, in job settings, and in community services;

Equalization – broadening exposure to college and career options, providing high touch/high tech decision support for postsecondary planning for all students.

The Academy operationalizes these principles by working to provide each student the following benefits:

Environment. Every student should be able to attend a school and be part of a broader learning community where he/she is known, respected and safe.

Advocate. Every student should have an advocate—one person who shares responsibility with that student for navigating high school and who knows the student's goals and aspirations.

Options. Every high school student should have the choice of several relevant, rigorous courses of study in which he/she thinks, reads and writes about things that matter and that provide a bridge to college and work. Students should have access to guidance that, without barriers, supports academic decisions aligned with goals.

Academic support. Every student should get the time and attention he/ she needs to succeed—any subject, any time. Upper division high school students should have the opportunity to experience success in college-level courses and on college campuses.

Career awareness. Students deserve the opportunity to learn about the range of career options and experience a wide range of work settings.

Post-secondary decision support. High school students deserve encouragement and support in post-secondary goal setting, exposure to a wide range of options, and guidance that results in the best possible choice of post-secondary learning opportunities.

Prep & aid. Students should be aware of and prepared for applicable college entrance exams and supported in their application for financial aid.

Support services. Students should feel supported by a web of youth and family services.

See *Personalizing and Guiding College & Career Readiness* (Ryerse, Schneider, and Vander Ark, 2015).

Further, as at the Advanced Manufacturing Academy, the program's framework is designed to create the types of prosocial behavior that minimize the need for traditional behavior interventions. Moreover, schools that operate as part of a choice-based system have the advantage of serving students who believe the school is the best fit for them and thus are typically more highly engaged in learning. To the extent behavior issues do arise, both programs will follow the District's Student Code of Conduct and related procedures.

Assessment and Evaluation

6. Provide evidence of the following:
 - a. Annual student performance goals that include targets aligned with the state accountability system;
 - b. An effective plan (including qualified personnel) and system to implement and interpret interim assessments that will measure academic progress – of individual students and student cohorts – throughout the school year and strategies to employ corrective actions when needed;
 - c. A comprehensive, effective plan (including qualified personnel) and system for collecting and analyzing student academic achievement data, using the data to refine and improve instruction – including providing training and support to school leadership and teachers – and reporting the data to the school community. This should include identification of the student data system to be used, as well as qualified personnel who will be responsible for managing and interpreting the data for teachers and leading or coordinating data-driven professional development; and
 - d. Thoughtful, appropriate corrective actions that the school and network (if applicable) will take if either falls short of the goals at any level, including explanation of what would trigger such actions and who would implement them.

Response

Annual student performance goals. LEAP will enter into a performance contract that specifies outcomes that include, but are not limited, by the state accountability rating system. The early graduation high school has a strong accountability rating that will be maintained and supplemented with a broader range of student outcome goals that reflect the mission of the school. These goals will be developed collaboratively with LISD. Although there is not yet a baseline against which to outcome goals for AMA, we are committed to maintaining the high bar set by the district's current secondary schools.

Interim Assessments Plan. We intend to begin next year by following the District's [local assessment plan](#) but may modify it in collaboration with the District in the future. The employment contracts and evaluation instruments established for the executive director and principals will reflect the goals in the performance contract. The Board of Directors understands its authority and responsibility to take action to ensure goals are met and understands that the performance contract may be terminated if they are not met.

Data Analysis and Corrective Action Plan. LEAP will facilitate and support data-driven instruction at ETxAMA and LEGHS by empowering principals to relentlessly collect, analyze, and act on student achievement data to inform instruction on a regular cycle according to the already established LISD protocol. This summer we intend to do a survey of exemplary programs across the country with similar student populations to inform the development of a specific data-driven instruction protocol. Each program is dedicated to creating a flexible environment using student-level qualitative and quantitative data to tailor each student's individual trajectory whether that is towards early graduation or an industry certificate.

Our plan for collecting data coincides with the district's current local assessment plan and its current student data system, but will also include observations from our master teachers, and information collected from parents and the students themselves. Additionally, each student will have a learner profile that displays an array of information that can be used by teachers and staff to effectively guide that student towards their goal.

We will continue to build in time in the school day for each teacher to participate in professional learning communities, which is a time for teachers to collaborate, learn, and analyze student achievement. During this time teachers will be expected to look at data comprehensively and at the subgroup level to encourage equity and responsiveness in the learning program.

We plan to be in regular communication with the school community, in informal and formal settings, about student achievement data. We want to intervene early and often with our students, so we won't wait to reach out to parents or other staff about student needs. Our IB coordinators and campus instructional coaches will be tasked with working with our teachers to ensure our decisions are data-driven and appropriately communicated to students and families.

If any program requires corrective action, we will analyze data across several areas to determine where the need is and then act accordingly to address that need. This may

include increased observation and feedback cycles with a particular teacher, targeted professional development related to a particular need, learning visits for teachers to develop skills that teachers elsewhere in the district or state have mastered, or exercising our autonomy to make personnel changes.

Section 3 – Governance, Operating Plan, and Capacity

A strong Operations Plan is coherent overall and aligned internally with the school's mission and vision, Educational Program, and Financial Plan.

Organizational Structure

7. Provide evidence of the following:
- As **Attachment 4**, an organizational chart that clearly indicates all positions and delineates appropriate lines of authority; and
 - The proposed school's legal status (e.g., non-profit and federal tax exempt) and structure that are in compliance with state law

Longview LEAP is a Texas nonprofit corporation. The organizational chart is attached.

Governing Board

8. Provide evidence of the following:
- The independence of the board as it relates to the authorizer;
 - Clear, appropriate plans for the board(s) to evaluate the success of the school(s) and school leader(s), including planned frequency of meetings and standing committees;
 - As **Attachment 5**, appropriate bylaws, proposed Code of Ethics and Conflict of Interest policy/procedures, and completed and signed statements of assurances that will minimize real or perceived conflicts;
 - As **Attachment 6**, a Board Member Information Sheet, resume, and proof of U.S. citizenship for each proposed Board Member to demonstrate that the proposed governing board members will contribute the wide range of knowledge, skills, and commitment needed to oversee a successful charter school, including educational, financial, legal, and community experience and expertise;
 - A sound plan and timeline for board recruitment, expansion, orientation of new members, and ongoing training for members. Plan should include a thoughtful identification of desired experience and qualifications; and
 - Sufficient capacity within and/or an appropriate relationship to any pre-existing non-profit board.

Please see attachments.

Response

Longview LEAP will comply with SB1882 rules and TEA recommendations regarding OP independence:

- LEAP does not and will not have board members who are LISD trustees or LISD staff

- LEAP board members were not selected or appointed by LISD
- LEAP's governing board will be self-perpetuating, with current members choosing its future members

Longview LEAP will serve as an autonomous operating partner, owning initial, sole, and final authority to make decisions about the campus, while LISD maintains the role of authorizer.

The Board will use the District's personnel evaluation to evaluate the Executive Director.

Application Team Capacity

9. Provide evidence of the following:
 - a. As **Attachment 7**, the collective qualifications (documented by résumés and bios for all members) to implement the school design successfully, including capacities in areas such as school leadership, administration, and governance; curriculum, instruction, and assessment; performance management; and parent and community engagement; and
 - b. As **Attachment 8**, the proposed School Leader's experience in/ability to design, launch, and lead a school that effectively serves the target population, as well as evidence that the proposed leader is well-qualified to implement the specific educational program being proposed. Any identified leadership training is appropriate for and aligned with the educational program (*if the School Leader candidate(s) is identified*); or
 - c. As **Attachment 8**, the board and/or network's (if applicable) preparation and plan to recruit and retain a leader with the ability to lead a school that effectively serves the target population (*If School Leader candidate(s) is not yet identified*); and
 - d. Describe the plan to structure the work of the school leaders in the first year of operation and beyond, including how performance expectations will be clear, written, measurable, and aligned to the mission of the school.

Please see attachments.

Staffing Plans, Hiring, Management, and Evaluation

10. Provide evidence of the following:
 - a. A recruitment and hiring strategy, including selection criteria, protocol, and timeline, that are likely to result in a strong staff that is well-suited to the school;

- b. A plan for providing targeted and personalized support and development to retain a high-performing staff;
- c. Identification of evaluation tools and processes that will capture trends and track and promote teacher progress over time; and
- d. Effective planning for unsatisfactory leadership/teacher performance and turnover.

Response

The LEAP leadership team will build a recruitment and hiring strategy based on the goal of attracting staff that are experienced in the industries we focus on at ETxAMA or in creating flexible environments at EGA. We will collaborate with our industry partners to develop candidate profiles that will support selection criteria for teachers and staff. As the profiles of successful faculty become clearer each year, it will enable us to continuously improve the fit of staff we hire and build competencies aligned to student success.

Initially, LEAP will continue to follow LISD's hiring protocol and timeline until we deem it appropriate to deviate or develop a new protocol.

Professional Development

11. Provide evidence of the following:
- a. Sensible allocation of responsibilities for professional development, including demonstrated understanding of, and preparation for, professional development needs; and
 - b. Professional development methods, calendar, and staffing that effectively support the education program and are likely to maximize success in improving student achievement, including an induction program that will prepare teachers to deliver any unique or particularly challenging aspects of the educational program.

Response

The leadership team will continue the current practices of the school for the first year of operation. After assessing the impact of those practices in early 2021, the leadership team will restructure and refine PD practices to address gaps. With respect to the IB Career-Related Diploma component of the programs, LEAP will engage the support of expert technical assistance to ensure that students receive the full benefit of this opportunity.

Facilities

12. Provide evidence of the following:
- a. Identification of an appropriate proposed school facility; or
 - b. A sound plan and timeline for identifying, financing, renovating, and ensuring code compliance for a facility that will meet the requirements of the educational program and anticipated student population.

Response

For the foreseeable future LEAP will continue using current facilities. The process for evaluating future facilities needs will be addressed as necessary in collaboration with the District.

Section 4 – Financial Plan

A strong Financial Plan is coherent overall and aligned internally with the school's mission and vision, Educational Program, and Organization Plan.

Financial Plan

13. Provide evidence of the following:

- a. Reasonable assurances that the partner will have sound systems, policies, and processes for financial planning, accounting, purchasing, and payroll, including a description of how it will establish and maintain strong internal controls, ensure compliance with all financial reporting requirements, and conduct independent annual financial and administrative audits;
- b. That the school's leadership has a strong understanding of the appropriate delineation of roles and responsibilities among the administration and governing board regarding school finance;
- c. That the school will ensure financial transparency, including plans for public adoption of the school's budget and public dissemination of its annual audit and an annual report;
- d. As **Attachment 9**, a complete, realistic, and viable operating budget within the Financial Plan Workbook provided;
- e. As **Attachment 10**, a detailed budget narrative that clearly explains reasonable, well-supported revenue and cost assumptions, including grant/fundraising assumptions, including identifying the amount and sources of all anticipated funds, property, or other resources (noting which are secured vs. anticipated, and including evidence of firm commitments where applicable); and
- f. Sound contingency planning to meet financial needs if anticipated revenues are not received or are lower than estimated.

Please see attached. Also, LEAP will comply with all district, state, and federal accounting practices and commits to achieving an unqualified audit.

2019-2020
Local Campus Partnership Application
Existing Partner/Experienced Partner Supplement

Existing Partner/Experienced Partner Supplement

(Limit: 5 Pages)

A strong proposal from a partner that has previously operated schools, or a partner proposing to contract with an entity that has previously operated schools (often referred to as an Education Service Provider or ESP), is coherent overall and aligned internally with the school's mission and vision, Educational Program, Operational Plan, Financial Plan, and any other applicable attachments. Experienced Charter Partners should complete only Section 1, below. Any applicant proposing to contract with an Education Service Provider (ESP) should complete Sections 1 and 2.

Existing Charter Partner Track Record

1. Provide evidence of the following:
 - a. As **Supplemental Attachment 1**, the experienced partner applicant or ESP's success in serving populations similar to the population that the applicant intends to serve, including evidence of academic success and successful management of non-academic school functions (e.g., back-office services, school operations, extracurricular programs);
 - b. As **Supplemental Attachment 2**, the financial health of the experienced partner applicant or ESP as demonstrated through an independent financial audit report and its most recent annual report; and
 - c. A clear description of any history of charter revocations, non-renewals, withdrawals, or failures to open for the experienced partner applicant or ESP.

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ESP Management Plan and Legal Relationship

1. Provide evidence of the following:
 - a. As **Supplemental Attachment 13**, a clear and appropriate Management Agreement that includes:
 - ✓ A detailed description of the roles and responsibilities of the ESP;
 - ✓ A detailed explanation of the scope of services and costs of all resources to be provided by the ESP;
 - ✓ A detailed description of the oversight and evaluation methods that the board will use to oversee the ESP, including schoolwide and student achievement results which the management organization is responsible for achieving, and a description of how often, and in what ways, the board will review and evaluate the ESP's progress toward achieving agreed-upon goals;
 - ✓ A detailed explanation of the conditions, standards, and procedures for board intervention if the management organization's performance is deemed unsatisfactory;

- ✓ A detailed explanation of the compensation structure, including clear identification of all fees to be paid to the ESP and the schedule on which the ESP will receive compensation;
 - ✓ A detailed explanation of the financial responsibilities of the ESP, including the ownership of items purchased with public funds, including which operating and capital expenditures each party will be responsible for assuming, what types of spending decisions the ESP can make without obtaining board approval, and what reports ESP submit to the board on financial performance and on what schedule;
 - ✓ A detailed description of the duration, renewal, and termination of the management agreement, including how often the management agreement may be renewed, the conditions that both the ESP and the school must satisfy for the management agreement to be renewed, and the procedures for determining whether the management agreement will be renewed;
 - ✓ A detailed description of the grounds for which the ESP or the school can terminate the management agreement for cause, including provisions for notice to the other party and any conditions under which either party may terminate the management agreement without cause;
 - ✓ An explanation and justification of any indemnification provisions in the event of default or breach by either party;
- b. A compelling plan for the operation of the school in the case that the management agreement is terminated;
 - c. That the board is independent from the ESP and self-governing, including separate legal representation of each and arm's-length negotiating and no existing or potential conflicts of interest between the school's governing board and proposed ESP or any affiliated business entities;
 - d. A clear and detailed explanation of the supervisory responsibilities of the ESP (if any), including which school employees the ESP will supervise, how the ESP will supervise these employees, and how the charter school board will oversee the ESP supervisory responsibilities;
 - e. A detailed explanation and compelling justification of any lease, promissory notes, or other negotiable instruments, any lease-purchase agreements or other financing relationships with the ESP, including evidence that such agreements are separately documented and not part of or incorporated in the ESP agreement. Such agreements must be consistent with the school's authority to terminate the ESP agreement and continue operation of the school; and
 - f. A detailed explanation and compelling justification of any loans, grants, or investments made between the ESP and the school, including an explanation and justification of how any such loans, grants, or investments may be initiated, repaid, and refused by the school.

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High School Diploma A student may graduate and receive a diploma only if the student successfully completes:

1. The curriculum requirements identified by the State Board of Education (SBOE) [see State Graduation Requirements, below] and has performed satisfactorily on applicable state assessments [see EKB]; or
2. An individualized education program (IEP) developed under Education Code 29.005. [See EHBAB]

Education Code 28.025(c)

Note: Education Code 28.0258 and 19 Administrative Code 74.1025 related to individual graduation committees expire September 1, 2023.

Individual
Graduation
Committee

Without complying with the requirements above, a student may receive a diploma if the person is eligible for a diploma as determined by an individual graduation committee (IGC) established under Education Code 28.0258. *Education Code 28.025(c-6)*

For each 11th or 12th grade student who has failed to comply with the end-of-course (EOC) assessment instrument performance requirements under Education Code 39.025 for not more than two courses, the district shall establish an IGC at the end of or after the student's 11th grade year to determine whether the student may qualify to graduate. A student may not qualify to graduate before the student's 12th grade year.

The IGC shall be composed of:

1. The principal or principal's designee;
2. For each EOC assessment instrument on which the student failed to perform satisfactorily, the teacher of the course;
3. The department chair or lead teacher supervising the teacher(s) above; and
4. As applicable:
 - a. The student's parent or person standing in parental relation to the student;
 - b. A designated advocate if the parent is unable to serve; or
 - c. The student, at the student's option, if the student is at least 18 years of age or is an emancipated minor.

The superintendent shall establish procedures for convening the committee.

The district shall provide an appropriate translator, if available, for a parent, advocate, or student who is unable to speak English.

Education Code 28.0258(a)-(c), (c-2); 19 TAC 74.1025

Notice

A district shall ensure a good faith effort is made to timely notify the appropriate person described under item 4 above of the time and place for convening the IGC and the purpose of the committee. The notice must be provided in person or by regular mail or email; clear and easy to understand; and written in English, in Spanish, or, to the extent practicable, in the native language of the appropriate person. *Education Code 28.0258(d)*

*Curriculum
Requirements*

To be eligible to graduate and receive a high school diploma from the IGC, a student must successfully complete the curriculum requirements required for high school graduation. [See State Graduation Requirements, below] *Education Code 28.0258(e)*

*Additional
Requirements to
Graduate*

A student's IGC shall recommend additional requirements by which the student may qualify to graduate, including additional remediation; and for each EOC assessment instrument on which the student failed to perform satisfactorily:

1. The completion of a project related to the subject area of the course that demonstrates proficiency in the subject area; or
2. The preparation of a portfolio of work samples in the subject area of the course, including work samples from the course that demonstrate proficiency in the subject area.

A student may submit to the IGC coursework previously completed to satisfy a recommended additional requirement.

Education Code 28.0258(f), (g)

In determining whether a student is qualified to graduate, the committee shall consider the criteria at Education Code 28.0258(h) and any other academic information designated for consideration by the board. After considering the criteria, the committee may determine that the student is qualified to graduate. A student may graduate and receive a high school diploma on the basis of the committee's decision only if the student successfully completes all additional requirements recommended by the committee, the student meets applicable curriculum requirements, and the committee's vote is unanimous. The decision of a committee is final and may not be appealed. *Education Code 28.0258(i)*

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*English
Language
Learners*

For provisions related to an IGC and English language learners (ELL), see EKB(LEGAL).

*Students Who
Entered Grade 9
Before the 2011–12
School Year*

In accordance with Education Code 28.02541, a school district may award a high school diploma to an individual who:

1. Entered grade 9 before the 2011–12 school year;
2. Successfully completed the curriculum requirements for high school graduation applicable when the individual entered grade 9;
3. Has not performed satisfactorily on the exit-level assessment instrument or part of an assessment instrument required for high school graduation, including an alternative assessment instrument offered under Education Code 39.025(c-2);
4. Has been administered at least three times the required subject-area test(s) for which the individual has not performed satisfactorily on the exit-level assessment instrument applicable to the individual when the individual entered grade 9; and
5. Meets the alternative requirements for graduation in accordance with 19 Administrative Code 74.1027(c) or the local alternative requirements approved by the board in accordance with 19 Administrative Code 74.1027(d).

19 TAC 74.1027(a); Education Code 28.02541

*District
Determination*

The school district in which the individual is enrolled or was last enrolled shall determine whether the individual may qualify to graduate and receive a high school diploma on the basis of the alternative requirements for graduation. *19 TAC 74.1027(b)*

*Alternative
Requirements*

The alternative requirements for graduation are listed at 19 Administrative Code 74.1027(c).

*Local Alternative
Requirements*

With approval by the board, a district may develop recommendations for local alternative requirements if the requirements would allow an individual to demonstrate proficiency in the content related to an examination for which the individual has not performed satisfactorily. *19 TAC 74.1027(d)*

Appeals

A decision regarding whether the individual qualifies to graduate and receive a high school diploma is final and may not be appealed. *19 TAC 74.1027(e); Education Code 28.02541*

Documentation

ACADEMIC ACHIEVEMENT
GRADUATION

EIF
(LEGAL)

The district shall maintain documentation to support the decision to award or not award an individual a high school diploma. *19 TAC 74.1027(f)*

Special Education

A student receiving special education services who successfully completes the requirements of his or her IEP, including performance on a state assessment required for graduation, shall receive a high school diploma. A student's admission, review, and dismissal (ARD) committee shall determine if the student will be required to meet satisfactory performance on an assessment for purposes of graduation. *19 TAC 101.3023(a)* [See Graduation of Students Receiving Special Education Services, below, and EKB]

Posthumous
Diploma

Beginning with students enrolled in grade 12 during the 2019–20 school year, and on request of the student's parent, a district shall issue a high school diploma posthumously to each student who died while enrolled in the district at the end of the school year in which the student was expected to graduate under the regular schedule of school attendance. The high school diploma may not be issued before the graduation date of the class in which the student was enrolled at the time of death.

Exception

A district is not required to issue a posthumous diploma if the student was convicted of a felony offense under Title 5 or 6, Penal Code, or adjudicated as having engaged in conduct constituting a felony offense under Title 5 or 6, Penal Code.

Education Code 28.0254

Diplomas for
Veterans

Notwithstanding any other provision of this policy, a district may issue a high school diploma to a person who is an honorably discharged member of the armed forces of the United States; was scheduled to graduate from high school after 1940 and before 1975 or after 1989; and left school after completing the sixth or a higher grade, before graduating from high school, to serve in:

1. World War II, the Korean War, the Vietnam War, the Persian Gulf War, the Iraq War, or the war in Afghanistan; or
2. Any other war formally declared by the United States, military engagement authorized by the United States Congress, military engagement authorized by a United Nations Security Council resolution and funded by the United States Congress, or conflict authorized by the president of the United States under the War Powers Resolution of 1973, 50 U.S.C. 1541, et seq.

Education Code 28.0251

**Personal Graduation
Plan**

Junior High or
Middle School PGP

A principal of a junior high or middle school shall designate a school counselor, teacher, or other appropriate individual to develop and administer a personal graduation plan (PGP) for each student enrolled in the junior high or middle school who:

1. Does not perform satisfactorily on a state assessment instrument; or
2. Is not likely to receive a high school diploma before the fifth school year following the student's enrollment in grade level 9, as determined by a district.

A PGP must:

1. Identify educational goals for the student;
2. Include diagnostic information, appropriate monitoring and intervention, and other evaluation strategies;
3. Include an intensive instruction program described in Education Code 28.0213 [see EHBC];
4. Address participation of the student's parent or guardian, including consideration of the parent's or guardian's educational expectations for the student; and
5. Provide innovative methods to promote the student's advancement, including flexible scheduling, alternative learning environments, online instruction, and other interventions that are proven to accelerate the learning process and have been scientifically validated to improve learning and cognitive ability.

Education Code 28.0212

*Students
Receiving
Special
Education
Services*

For a student receiving special education services, the student's ARD committee and the district are responsible for developing the student's PGP.

A student's IEP developed under Education Code 29.005 may be used as the student's PGP.

Education Code 28.0212(c); 19 TAC 89.1050(a) [See EHBAB]

High School PGP

A principal of a high school shall designate a school counselor or school administrator to review PGP options with each student entering grade 9 together with that student's parent or guardian. The PGP options reviewed must include the distinguished level of achievement and endorsements.

Before the conclusion of the school year, the student and the student's parent or guardian must confirm and sign a PGP for the student that identifies a course of study that:

1. Promotes college and workforce readiness and career placement and advancement; and
2. Facilitates the student's transition from secondary to postsecondary education.

A district may not prevent a student and the student's parent or guardian from confirming a PGP that includes pursuit of a distinguished level of achievement or an endorsement.

A student may amend the student's PGP after the initial confirmation of the plan. If a student amends the student's PGP, the school must send written notice to the student's parents regarding the change.

TEA must make available to a district information that explains the advantages of the distinguished level of achievement described by Education Code 28.025(b-15) and each endorsement described by Education Code 28.025(c-1). A district, in turn, shall publish the information from TEA on the internet website of the district and ensure that the information is available to students in grades nine and above and the parents or legal guardians of those students in the language in which the parents or legal guardians are most proficient.

A district is required to provide this information in the language in which the parents or legal guardians are most proficient only if at least 20 students in a grade level primarily speak that language.

Education Code 28.02121

Early Graduation

A parent is entitled to request, with the expectation that the request will not be unreasonably denied, that the parent's child be permitted to graduate from high school earlier than the child would normally graduate, if the child completes each course required for graduation. The decision of a board concerning the request is final and may not be appealed. *Education Code 26.003(a)(3)(C), (b)*
[See FMH, FNG]

State Graduation Requirements

Note: For current state graduation requirements, including those for students who entered grade 9 before the 2007–08 school year but that are not otherwise referenced in this policy, see Education Code 28.025 and 19 Administrative Code Chapter 74.

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Students Entering
Grade 9 in or after
the 2014–15 School
Year

To receive a high school diploma, a student entering grade 9 in the 2014–15 school year and thereafter must complete:

1. Requirements of the foundation high school program under 19 Administrative Code 74.12 [see Foundation High School Program, below];
2. Testing requirements for graduation under 19 Administrative Code Chapter 101 [see EKB]; and
3. Demonstrated proficiency, as determined by the district, in delivering clear verbal messages; choosing effective nonverbal behaviors; listening for desired results; applying valid critical-thinking and problem-solving processes; and identifying, analyzing, developing, and evaluating communication skills needed for professional and social success in interpersonal situations, group interactions, and personal and professional presentations.

A student shall enroll in the courses necessary to complete the curriculum requirements for the foundation high school program and the curriculum requirements for at least one endorsement.

Education Code 28.025(c); 19 TAC 74.11(a), (c)

*Foundation High
School Program*

A student must earn at least 22 credits to complete the foundation high school program and must demonstrate proficiency in the following core courses:

1. English language arts—4 credits;
2. Mathematics—3 credits;
3. Science—3 credits;
4. Social Studies—3 credits;
5. Languages other than English—2 credits;
6. Physical Education—1 credit;
7. Fine Arts—1 credit; and
8. Elective courses—5 credits.

19 TAC 74.12

Endorsements

A student shall specify in writing an endorsement the student intends to earn upon entering grade 9. A student may earn any of the following endorsements:

1. Science, technology, engineering, and mathematics (STEM);
2. Business and industry;

3. Public services;
4. Arts and humanities; and
5. Multidisciplinary studies.

A district must make at least one endorsement available to students. A district that offers only one endorsement curriculum must offer multidisciplinary studies.

To earn an endorsement a student must demonstrate proficiency in the curriculum requirements for the foundation high school program and, in accordance with 19 Administrative Code 74.13(e), earn:

1. A fourth credit in mathematics;
2. An additional credit in science; and
3. Two additional elective credits.

A course completed as part of the four courses needed to satisfy an endorsement requirement may also satisfy a requirement under the foundation high school program, including an elective requirement. The same course may count as part of the set of four courses for more than one endorsement.

A district shall permit a student to enroll in courses under more than one endorsement before the student's junior year and to choose, at any time, to earn an endorsement other than the endorsement the student previously indicated.

A student must earn at least 26 credits to earn an endorsement, but a student is not entitled to remain enrolled to earn more than 26 credits.

A district may define advanced courses and determine a coherent sequence of courses for an endorsement area, provided that prerequisites in 19 Administrative Code Chapters 110–118, 126, 127, and 130 are followed.

Education Code 28.025; 19 TAC 74.13

Exception

A student may graduate under the foundation high school program without earning an endorsement if, after the student's sophomore year:

1. The student and the student's parent or person standing in parental relation to the student are advised by a school counselor of the specific benefits of graduating from high school with one or more endorsements; and

2. The student's parent or person standing in parental relation to the student files with a school counselor written permission, on a form adopted by TEA, allowing the student to graduate under the foundation high school program without earning an endorsement.

19 TAC 74.11(d)

*Distinguished
Level of
Achievement*

A student may earn a distinguished level of achievement by successfully completing the curriculum requirements for the foundation high school program and the curriculum requirements for at least one endorsement, including four credits in science and four credits in mathematics, including Algebra II. *19 TAC 74.11(e)*

*Algebra II
Notification*

Not later than September 1 of each school year, a district shall notify by regular mail or email the parent of or other person standing in parental relation to each student enrolled in grade 9 or above that the student is not required to complete an Algebra II course to graduate under the foundation high school program. The notification must include information regarding the potential consequences to a student of not completing an Algebra II course, including the impact on eligibility for:

1. Automatic college admission under Education Code 51.803; and
2. Certain financial aid authorized under Title 3 of the Education Code.

Education Code 28.02123

Prerequisites

A student may not be enrolled in a course that has a required prerequisite unless:

1. The student has completed the prerequisite course(s);
2. The student has demonstrated equivalent knowledge as determined by the district; or
3. The student was already enrolled in the course in an out-of-state, an out-of-country, or a Texas nonpublic school and transferred to a Texas public school prior to successfully completing the course.

A district may award credit for a course a student completed without having met the prerequisites if the student completed the course in an out-of-state, an out-of-country, or a Texas nonpublic school where there was not a prerequisite.

19 TAC 74.11(i)-(j)

College Courses Courses offered for dual credit at or in conjunction with an institution of higher education that provide advanced academic instruction beyond, or in greater depth than, the essential knowledge and skills for the equivalent high school course required for graduation may satisfy graduation requirements, including requirements for required courses, advanced courses, and courses for elective credit as well as requirements for endorsements. *19 TAC 74.11(h)*

Languages Other Than English Students may earn credit for languages other than English in accordance with 19 Administrative Code 74.12(b)(5).

A student who successfully completes a dual language immersion program may satisfy one credit of the two credits required in a language other than English in accordance with 19 Administrative Code 74.12(b)(5)(F).

19 TAC 74.12(b)(5)

The SBOE shall adopt criteria to allow a student to comply with the curriculum requirement for one credit for a language other than English by successfully completing at an elementary school a course in American Sign Language. *Education Code 28.025(b-21)*

Physical Education Substitutions

In accordance with local district policy, the required physical education credit may be earned through completion of any TEKS-based course that is not being used to satisfy another specific graduation requirement. [See Restrictions, below]

Other Physical Activity

In accordance with local district policy, credit for any physical education course may be earned through participation in the following activities:

1. Athletics;
2. JROTC; and
3. Appropriate private or commercially sponsored physical activity programs conducted on or off campus. A district must apply to the commissioner of education for approval of such programs, which may be substituted for state graduation credit in physical education. Such approval may be granted under the following conditions:
 - a. Olympic-level participation and/or competition includes a minimum of 15 hours per week of highly intensive, professional, supervised training. The training facility, instructors, and the activities involved in the program must be certified by the superintendent to be of exceptional quality. Students qualifying and participating

at this level may be dismissed from school one hour per day. Students dismissed may not miss any class other than physical education.

- b. Private or commercially sponsored physical activities include those certified by the superintendent to be of high quality and well supervised by appropriately trained instructors. Student participation of at least five hours per week must be required. Students certified to participate at this level may not be dismissed from any part of the regular school day.

In accordance with local district policy, up to one credit for any one of the physical education courses listed in 19 Administrative Code Chapter 74 [see EHAC] may be earned through participation in any of the following activities:

1. Drill team;
2. Marching band; and
3. Cheerleading.

Restrictions

All substitution activities permitted by local district policy must include at least 100 minutes of moderate to vigorous physical activity per five-day school week.

No more than four substitution credits may be earned through any combination of substitutions listed above.

Student with
Disability or
Illness

A student who is unable to participate in physical activity due to disability or illness may substitute an academic elective credit in English language arts, mathematics, science, social studies or a course that is offered for credit as provided by Education Code 28.002(g-1) for the required physical education credit. A credit allowed to be substituted may not also be used by the student to satisfy a graduation requirement other than completion of the physical education credit. The determination regarding a student's ability to participate in physical activity must be made by:

1. The student's ARD committee if the student receives special education services under Education Code Chapter 29, Subchapter A;
2. The committee established for the student under Section 504, Rehabilitation Act of 1973 (29 U.S.C. Section 794) if the student does not receive special education services under Education Code Chapter 29, Subchapter A but is covered by the Rehabilitation Act of 1973; or

3. A committee, established by the district, of persons with appropriate knowledge regarding the student if each of the committees described above is inapplicable. This committee must follow the same procedures required of an ARD or a Section 504 committee.

Education Code 28.025(b-10)–(b-11); 19 TAC 74.12(b)(6)

*Community-
Based Fine Arts
Programs*

In accordance with local district policy, the required fine arts credit may be earned through participation in a community-based fine arts program not provided by the school district in which the student is enrolled.

In accordance with local policy, credit may be earned through participation in the community-based fine arts program only if the program meets each of the following requirements:

1. The district must apply to the commissioner for approval of the community-based fine arts program;
2. The board must certify that the program provides instruction in the essential knowledge and skills for fine arts as defined by 19 Administrative Code, Chapter 117, Subchapter C;
3. The district must document student completion of the approved activity;
4. The program must be organized and monitored by appropriately trained instructors;
5. The fine arts program may be provided on or off a school campus and outside the regular school day; and
6. Students may not be dismissed from any part of the regular school day to participate in the community-based fine arts program.

The district shall require that instructors of the community-based fine arts program provide the district, at its request, the information necessary to obtain the criminal history record information required for school personnel in accordance with 19 Administrative Code, Chapter 153, Subchapter DD, if the community-based program is offered on campus.

Education Code 28.025(b-9); 19 TAC 74.12(b)(7)(B), .1030

*Performance
Acknowledgments*

In accordance with the requirements of 19 Administrative Code 74.14, a student may earn a performance acknowledgment on the student's transcript for:

1. Outstanding performance:

- a. In a dual credit course;
 - b. In bilingualism and biliteracy;
 - c. On a College Board advanced placement test or international baccalaureate examination;
 - d. On an established, valid, reliable, and nationally norm-referenced preliminary college preparation assessment instrument used to measure a student's progress toward readiness for college and the workplace;
 - e. On an established, valid, reliable, and nationally norm-referenced assessment instrument used by colleges and universities as part of their undergraduate admissions process; or
2. Earning a state-recognized or nationally or internationally recognized business or industry certification or license.

Education Code 28.025(c-5); 19 TAC 74.14

Transition to
Foundation High
School Program

A district shall allow a student who entered grade 9 prior to the 2014–15 school year to complete the curriculum requirements for high school graduation:

1. By satisfying the requirements in place when the student entered grade 9 for the Minimum, Recommended, or Advanced/Distinguished Achievement High School Program [see 19 Administrative Code Chapter 74] if the student was participating in the program before the 2014–15 school year; or
2. Under the foundation high school program by satisfying the requirements adopted by the SBOE, if the student chooses during the 2014–15 school year to take courses under the program.

A student who entered grade 9 prior to the 2014–15 school year may, at any time prior to graduation and upon request, choose to complete the curriculum requirements required for high school graduation under a different program than that selected by the student during the 2014–15 school year.

19 TAC 74.1021

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Students Who
Entered Grade 9
Before the 2014–15
School Year

*Minimum High
School Program*

All credit for graduation must be earned no later than grade 12. 19
TAC 74.61(b), .71(b)

A student entering grade 9 prior to the 2014–15 school year who does not choose to complete the curriculum requirements for high school graduation under the foundation high school program must enroll in the courses necessary to complete the curriculum requirements for the Recommended High School Program or the Advanced/Distinguished Achievement High School Program, unless the student, the student's parent or other person standing in parental relation to the student, and a school counselor or school administrator agree in writing signed by each party that the student should be permitted to take courses under the Minimum High School Program, and the student:

1. Is at least 16 years of age;
2. Has completed two credits required for graduation in each subject of the foundation curriculum under Education Code 28.002(a)(1); or
3. Has failed to be promoted to the tenth grade one or more times as determined by the school district.

Students with
Disabilities

If an ARD committee makes decisions that place a student with a disability on a modified curriculum in a subject area, the student will be automatically placed in the Minimum High School Program.

Applicability

A student who was permitted to take courses under the Minimum High School Program prior to the 2009–10 school year may remain in the Minimum High School Program.

19 TAC 74.61(c), (d), .71(c), (d)

Requirements

A student must earn at least 22 credits to complete the Minimum High School Program.

A student who entered grade 9 in the 2012–13 or 2013–14 school year must demonstrate proficiency in the program requirements listed at 19 Administrative Code 74.72.

A student who enters grade 9 before the 2012–13 school year must meet the applicable program requirements in 19 Administrative Code Chapter 74, Subchapters D–F.

Education Code 28.025; 19 TAC 74.62, .72

*Recommended
High School
Program*

A student who entered grade 9 in the 2012–13 or 2013–14 school year must earn at least 26 credits to complete the Recommended High School Program. A student must demonstrate proficiency in

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	<p>the program requirements listed at 19 Administrative Code 74.73. <i>Education Code 28.025; 19 TAC 74.63, .73</i></p>
<p><i>Advanced / Distinguished Achievement High School Program</i></p>	<p>A student who entered grade 9 in the 2012–13 or 2013–14 school year must earn at least 26 credits to complete the Advanced/Distinguished Achievement High School Program. A student must demonstrate proficiency in the program requirements listed at 19 Administrative Code 74.74. <i>Education Code 28.025; 19 TAC 74.64, .74</i></p>
<p><i>Substitutions</i></p>	<p>No substitutions are allowed for high school graduation requirements in the Recommended and Advanced/Distinguished Achievement High School Programs, except as provided by State Board rule. <i>19 TAC 74.63(d), .64(e), .73(d), .74(e)</i></p>
<p><i>AP or IB Courses</i></p>	<p>College Board advanced placement and international baccalaureate courses may be substituted for required courses in appropriate areas. These courses may be used as electives in all three high school graduation programs. <i>19 TAC 74.61(k), .71(i)</i></p>
<p><i>Reading</i></p>	<p>A district may offer a maximum of 3 credits of reading for state graduation elective credit for identified students if the district:</p> <ol style="list-style-type: none">1. Adopts policies to identify students in need of additional reading instruction;2. Has procedures that include assessment of individual student needs and ongoing evaluation of each student's progress; and3. Monitors instructional activities to ensure that student needs are addressed. <p>Reading credits may be selected from Reading I, II, or III. <i>19 TAC 74.61(h), .71(f)</i></p>
<p><i>College Courses</i></p>	<p>A student may comply with the curriculum requirements under the Minimum, Recommended, or Advanced/Distinguished Achievement High School Program for each subject of the foundation curriculum and for languages other than English by successfully completing appropriate courses in the core curriculum of an institution of higher education. <i>19 TAC 74.61(l), .71(j)</i></p>
<p><i>Physical Education Substitutions</i></p>	<p>In accordance with local district policy, credit for any physical education course may be earned through participation in the following activities:</p>
<p>Other Physical Activity</p>	<ol style="list-style-type: none">1. Athletics;2. JROTC; and

3. Appropriate private or commercially sponsored physical activity programs conducted on or off campus. A district must apply to the commissioner for approval of such programs, which may be substituted for state graduation credit in physical education. Such approval may be granted under the following conditions:
 - a. Olympic-level participation and/or competition includes a minimum of 15 hours per week of highly intensive, professional, supervised training. The training facility, instructors, and the activities involved in the program must be certified by the superintendent to be of exceptional quality. Students qualifying and participating at this level may be dismissed from school one hour per day. Students dismissed may not miss any class other than physical education.
 - b. Private or commercially sponsored physical activities include those certified by the superintendent to be of high quality and well supervised by appropriately trained instructors. Student participation of at least five hours per week must be required. Students certified to participate at this level may not be dismissed from any part of the regular school day.

In accordance with local district policy, up to one credit for any one of the physical education courses listed in 19 Administrative Code Chapter 74 [see EHAC] may be earned through participation in any of the following activities:

1. Drill team;
2. Marching band; and
3. Cheerleading.

Restrictions

All substitution activities must include at least 100 minutes per five-day school week of moderate to vigorous physical activity.

No more than four substitution credits may be earned through any combination of substitutions listed above.

Student with Disability or Illness

A student who is unable to participate in physical activity due to disability or illness may substitute an academic elective credit in English language arts, mathematics, science, or social studies for the required physical education credit. A credit allowed to be substituted may not also be used by the student to satisfy a graduation requirement other than completion of the physical education credit. The determination regarding a student's ability to participate in physical activity must be made by:

1. The student's ARD committee if the student receives special education services under Education Code Chapter 29, Subchapter A;
2. The committee established for the student under Section 504, Rehabilitation Act of 1973 (29 U.S.C. Section 794) if the student does not receive special education services under Education Code Chapter 29, Subchapter A but is covered by the Rehabilitation Act of 1973; or
3. A committee, established by the district, of persons with appropriate knowledge regarding the student if each of the committees described above is inapplicable. This committee must follow the same procedures required of an ARD or a Section 504 committee.

*Student with
Physical
Limitations*

If a student entering grade 9 during the 2007–08 school year or thereafter is unable to comply with all of the requirements for a physical education course due to a physical limitation certified by a licensed medical practitioner, a modification to a physical education course does not prohibit the student from earning a Recommended or Advanced/Distinguished High School Program diploma. A student with a physical limitation must still demonstrate proficiency in the relevant knowledge and skills in a physical education course that do not require physical activity.

Education Code 28.025(b-10)–(b-11); 19 TAC 74.62(b)(7), .63(b)(7), .64(b)(7), .72(b)(6), .73(b)(6), .74(b)(6)

Transfers from Out-of-State or Nonpublic Schools

Out-of-state or out-of-country transfer students (including foreign exchange students) and transfer students from Texas nonpublic schools are eligible to receive Texas diplomas but shall complete all applicable high school graduation requirements. Any course credits required for graduation that are not completed before enrollment may be satisfied through credit by examination, correspondence courses, distance learning, or completing the course, according to the provisions of 19 Administrative Code 74.26. 19 TAC 74.11(f) [See EHDB, EHDC, EHDE, and EI]

Graduation of Students Receiving Special Education Services

Modified Curriculum and Content

Modified curriculum and modified content refer to any reduction of the amount or complexity of the required knowledge and skills in 19 Administrative Code Chapters 110–118, 126–128, and 130. Substitutions that are specifically authorized in statute or rule must not be considered modified curriculum or modified content. 19 TAC 89.1070(i)

Employability and Self-Help Skills

Employability and self-help skills are those skills directly related to the preparation of students for employment, including general skills necessary to obtain or retain employment. 19 TAC 89.1070(j)

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Summary of
Academic
Achievement and
Evaluation

All students graduating must be provided with a summary of academic achievement and functional performance as described in 34 C.F.R. 300.305(e)(3). This summary must consider, as appropriate, the views of the parent and student and written recommendations from adult service agencies on how to assist the student in meeting postsecondary goals. An evaluation as required by 34 C.F.R. 300.305(e)(1) (evaluation to determine that the child is no longer a child with a disability), must be included as part of the summary for a student graduating under 19 Administrative Code 89.1070 (b)(2)(A), (B), or (C) or (g)(4)(A), (B), or (C). Students who participate in graduation ceremonies but who are not graduating under subsections (b)(2)(A), (B), or (C) or (g)(4)(A), (B), or (C) and who will remain in school to complete their education do not have to be evaluated. *19 TAC 89.1070(h)-(i)*

*Students
Entering Grade 9
in or After the
2014-15 School
Year*

A student entering grade 9 in the 2014-15 school year and thereafter who receives special education services may graduate and be awarded a regular high school diploma if the student meets one of the following conditions:

1. The student has demonstrated mastery of the required state standards (or district standards if greater) in 19 Administrative Code Chapters 110-118, 126-128, and 130 and satisfactorily completed credit requirements for graduation under the foundation high school program applicable to students in general education as well as satisfactory performance on the required state assessments, unless the student's ARD committee has determined that satisfactory performance on the required state assessments is not necessary for graduation.
2. The student has demonstrated mastery of the required state standards (or district standards if greater) in 19 Administrative Code Chapters 110-118, 126-128, and 130 and satisfactorily completed credit requirements for graduation under the foundation high school program through courses, one or more of which contain modified curriculum that is aligned to the standards applicable to students in general education, as well as satisfactory performance on the required state assessments, unless the student's ARD committee has determined that satisfactory performance on the required state assessments is not necessary for graduation. The student must also successfully complete the student's IEP and meet one of the following conditions:
 - a. Consistent with the IEP, the student has obtained full-time employment, based on the student's abilities and local employment opportunities, in addition to mastering

sufficient self-help skills to enable the student to maintain the employment without direct and ongoing educational support of the local school district.

- b. Consistent with the IEP, the student has demonstrated mastery of specific employability skills and self-help skills that do not require direct ongoing educational support of the local school district.
- c. The student has access to services that are not within the legal responsibility of public education or employment or educational options for which the student has been prepared by the academic program.
- d. The student no longer meets age eligibility requirements.

When a student receives a diploma under item 2(a), (b), or (c), above, the ARD committee must determine needed educational services upon the request of the student or parent to resume services, as long as the student meets the age eligibility requirements.

19 TAC 89.1070(b), (k)

Endorsements

A student who is enrolled in a special education program may earn an endorsement on the student's transcript by:

1. Successfully completing, with or without modification of the curriculum:
 - a. The curriculum requirements identified by the SBOE for the foundation high school program; and
 - b. The additional endorsement curriculum requirements prescribed by the SBOE; and
2. Successfully completing all curriculum requirements for that endorsement adopted by the SBOE:
 - a. Without modification of the curriculum; or
 - b. With modification of the curriculum, provided that the curriculum, as modified, is sufficiently rigorous as determined by the student's ARD committee.

The ARD committee of a student in a special education program shall determine whether the student is required to achieve satisfactory performance on an end-of-course assessment instrument to earn an endorsement on the student's transcript.

Education Code 28.025(c-7)–(c-8)

ACADEMIC ACHIEVEMENT
GRADUATION

EIF
(LEGAL)

*Students
Entering Grade 9
Before the 2014–
15 School Year*

A student receiving special education services who entered grade 9 before the 2014–15 school year may graduate and be awarded a high school diploma under the foundation high school program if the student's ARD committee determines that the student should take courses under that program and the student satisfies the requirements of that program. A student transitioning to the Foundation High School Program may earn an endorsement as set out above [see Endorsements, above].

A student receiving special education services in 11th or 12th grade who has taken each of the required state assessments but failed to achieve satisfactory performance on no more than two of the assessments may graduate if the student has satisfied all other applicable graduation requirements. [See Special Education, above, and EKB]

19 TAC 89.1070(f)

A student receiving special education services who entered grade 9 before the 2014–15 school year may graduate and be awarded a regular high school diploma if the student meets one of the following conditions:

1. The student has demonstrated mastery of the required state standards (or district standards if greater) in 19 Administrative Code Chapters 110–118, 126–128, and 130 and satisfactorily completed credit requirements for graduation under the Recommended or Advanced/Distinguished Achievement Programs, including satisfactory performance on the required state assessments.
2. The student is in grade 11 or 12 and has taken each of the state assessments required by 19 Administrative Code Chapter 101, Subchapter CC (Commissioner's Rules Concerning Implementation of the Academic Content Areas Testing Program) or Subchapter DD (Commissioner's Rules Concerning Substitute Assessments for Graduation) but failed to achieve satisfactory performance on no more than two of the assessments and has met all other applicable graduation requirements in item 1 above.
3. The student has demonstrated mastery of the required state standards (or district standards if greater) in 19 Administrative Code Chapters 110–118, 126–128, and 130 and satisfactorily completed credit requirements under the Minimum High School Program, including participation in state assessments. The student's ARD committee shall determine whether satisfactory performance on the required state assessments is necessary for graduation.

4. The student has demonstrated mastery of the required state standards (or district standards if greater) in 19 Administrative Code Chapters 110–118, 126–128, and 130 through courses, one or more of which contain modified content that is aligned to the standards required under the Minimum High School Program as well as the satisfactorily completed credit requirements under the Minimum High School Program, including participation in required state assessments. The student's ARD committee shall determine whether satisfactory performance on the required state assessments is necessary for graduation. The student must also successfully complete the student's IEP and meet one of the following conditions:
 - a. Consistent with the IEP, the student has obtained full-time employment, based on the student's abilities and local employment opportunities, in addition to mastering sufficient self-help skills to enable the student to maintain the employment without direct and ongoing educational support of the local school district;
 - b. Consistent with the IEP, the student has demonstrated mastery of specific employability skills and self-help skills that do not require direct ongoing educational support of the local school district;
 - c. The student has access to services that are not within the legal responsibility of public education, or employment or educational options for which the student has been prepared by the academic program; or
 - d. The student no longer meets age eligibility requirements.

When a student receives a diploma under item 3(a), (b), or (c), above, the ARD committee must determine needed educational services upon the request of the student or parent to resume services, as long as the student meets the age eligibility requirements.

19 TAC 89.1070(g), (k)

**Graduation of
Military Dependents**

Course Waiver

District officials shall waive specific courses required for graduation if similar coursework has been satisfactorily completed by a military student in another district or shall provide reasonable justification for denial. Should a waiver not be granted to a student who would qualify to graduate from the sending school, the district shall provide an alternative means of acquiring required coursework so that graduation may occur on time.

ACADEMIC ACHIEVEMENT
GRADUATION

EIF
(LEGAL)

Transfers During
Senior Year

Should a military student transferring at the beginning or during the student's senior year be ineligible to graduate from the district after all alternatives have been considered, the sending and receiving districts shall ensure the receipt of a diploma from the sending district, if the student meets the graduation requirements of the sending district. In the event that one of the states in question is not a member of this compact, the member state shall use best efforts to facilitate the on-time graduation of the student.

Substitute Passing
Standard

The commissioner shall adopt a passing standard on one or more national norm-referenced achievement tests for purposes of permitting a qualified military dependent to meet that standard as a substitute for completing a specific course otherwise required for graduation. The passing standard is available only for a student who enrolls in a public school in this state for the first time after completing the ninth grade or who reenrolls in a public school in this state at or above the tenth grade level after an absence of at least two years from the public schools of this state. Each passing standard in effect when a student first enrolls in a Texas public high school remains applicable to the student for the duration of the student's high school enrollment, regardless of any subsequent revision of the standard.

Education Code 162.002 art. VII, A, C [See FDD]

**Graduation of
Student Who Is
Homeless or in
Conservatorship of
DFPS**

If an 11th or 12th grade student who is homeless or in the conservatorship of the Department of Family and Protective Services transfers to a different school district and the student is ineligible to graduate from the district to which the student transfers, the district from which the student transferred shall award a diploma at the student's request, if the student meets the graduation requirements of the district from which the student transferred. *Education Code 28.025(i)*

ACADEMIC ACHIEVEMENT
GRADUATION

EIF
(LOCAL)

Course Requirements	To graduate, a student must complete the courses required by the District in addition to those mandated by the state.
Foundation Program	The courses that satisfy District requirements under the foundation program, including courses for the distinguished level of achievement and courses for endorsements offered by the District, shall be listed in appropriate District publications.
Without an Endorsement	The District requires no additional credits beyond the number mandated by the state to graduate under the foundation program without an endorsement. Graduation under the foundation program without an endorsement shall be permitted only as authorized under state law and rules.
With an Endorsement	The District requires no additional credits beyond the number mandated by the state to graduate under the foundation program with an endorsement.
Distinguished Level of Achievement	The District requires no additional credits beyond the number mandated by the state to graduate under the foundation program with the distinguished level of achievement.
Fine Arts Substitutions	To the extent permitted by state rules, the District shall award state graduation credit in fine arts for participation in an approved community-based fine arts program.
Physical Education Substitutions	To the extent permitted by state rules, the District shall award state graduation credit in physical education for participation in approved activities and elective courses.
Activities and Courses	
Private or Commercial Programs	The District shall award state graduation credit in physical education for appropriate private or commercially sponsored physical activity programs conducted either on or off campus, upon approval by the commissioner of education. [See also EHAC]

General Eligibility

A board or its designee shall admit into the public schools of a district free of tuition all persons who are over five and younger than 21 years of age on September 1 of any school year in which admission is sought, and may admit a person who is at least 21 and under 26 for the purpose of completing the requirements for a high school diploma, if any of the following conditions exist:

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| Student and Parent | 1. The person and either parent reside in the district. |
| Conservator | 2. The person does not reside in the district, but one of the parents resides in the district and that parent is a joint managing conservator or the sole managing conservator or possessory conservator of the person. |
| Guardian or Person Having Lawful Control | 3. The person and his or her guardian or other person having lawful control under an order of a court reside in the district. |
| Students Living Separate and Apart | 4. The person is under the age of 18 and has established a separate residence in the district apart from his or her parent, guardian, or other person having lawful control under an order of a court and has established that the person's presence in the district is not for the primary purpose of participation in extracurricular activities. A board is not required to admit such person, however, if the person has: <ul style="list-style-type: none">a. Engaged in conduct that resulted in removal to a disciplinary alternative education program or expulsion within the preceding year;b. Engaged in delinquent conduct or "conduct in need of supervision" and is on probation or other conditional release for that conduct; orc. Been convicted of a criminal offense and is on probation or other conditional release. |

Education Code 25.001(a)–(b), (d)

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| Students Who Are Homeless | 5. The person is homeless. [See also FDC] <ul style="list-style-type: none">a. "Child who is homeless," "person who is homeless," and "student who is homeless" have the meaning assigned to the term homeless children and youths under the McKinney-Vento Homeless Assistance Act.b. "Homeless children" under the McKinney-Vento Homeless Assistance Act, means children or youths who lack a fixed, regular, and adequate nighttime residence; and includes: |
|---------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

- (1) Children who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;
- (2) Children who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings;
- (3) Children who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and
- (4) Migratory children living in circumstances described above.

“Migratory child” means a child who made a qualifying move in the preceding 36 months:

- (a) As a migratory agricultural worker or a migratory fisher; or
- (b) With, or to join, a parent or spouse who is a migratory agricultural worker or a migratory fisher. [See EEB]

*Education Code 5.001(1-a), 25.001(b)(5); 20 U.S.C. 6399;
42 U.S.C. 11434a(2)*

Foreign Exchange
Students

6. The person is a foreign exchange student placed with a host family that resides in the district by a nationally recognized foreign exchange program, unless the district has applied for and been granted a waiver by the commissioner of education because:
 - a. This requirement would impose a financial or staffing hardship on the district;
 - b. The admission would diminish the district’s ability to provide high-quality education services for the district’s domestic students; or
 - c. The admission would require domestic students to compete with foreign exchange students for educational resources.

Education Code 25.001(b)(6), (e)

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| Students in Residential Facility | 7. The person resides at a residential facility, as defined in Education Code 5.001, located in the district. For purposes of enrollment, a person who resides in a residential facility is considered a resident of the district in which the facility is located. <i>Education Code 25.001(b)(7), 29.012(c)</i> |
| Students Over 18 | 8. The person resides in the district and is 18 or older or the person's disabilities of minority have been removed. <i>Education Code 25.001(b)(8)</i> |
| Resident Grandparent | 9. The person does not reside in the district but the grandparent of the person:
<ul style="list-style-type: none">a. Resides in the district; andb. Provides a substantial amount of after-school care for the person as determined by the board. |

Education Code 25.001(b)(9)

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| Residence Homestead | 10. The person and either parent of the person reside in a residence homestead, as defined by Tax Code 11.13(j), that is located on a parcel of property any part of which is located in the district. <i>Education Code 25.001(b)(10)</i> |
|---------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Proof of Eligibility

A district may require evidence that a person is eligible to attend the public schools of the district at the time it considers an application for admission of the person. A board or its designee shall establish minimum proof of residency acceptable to a district. A board or its designee may make reasonable inquiries to verify a person's eligibility for admission. When admission is sought under item 4 above, a board shall determine whether an applicant qualifies as a resident of a district and may adopt reasonable guidelines for making that determination as necessary to protect the best interest of students. *Education Code 25.001(c), (d)*

"Residence" Defined

"Residence" requires living in the district and having the present intention to remain there. *Martinez v. Bynum, 461 U.S. 321 (1983)*

A district may withdraw any student who ceases to be a resident. *Daniels v. Morris, 746 F.2d 271 (5th Cir. 1984)*

Active-Duty Parent

A person whose parent or guardian is an active-duty member of the armed forces of the United States, including the state military forces or a reserve component of the armed forces, may establish residency for purposes of eligibility of admission by providing to the district a copy of a military order requiring the parent's or guardian's transfer to a military installation in or adjacent to the district's attendance zone. *Education Code 25.001(c-1)*

A person who establishes residency under Education Code 25.001(c-1) shall provide to the district proof of residence in the district's attendance zone not later than the tenth day after the arrival date specified in the military order. For purposes of this provision, "residence" includes residence in a military temporary lodging facility. *Education Code 25.001(c-2)*

Immigration Status

Denying enrollment based upon immigration status to children who are not legally admitted into the United States violates the Equal Protection Clause of the Fourteenth Amendment to the U.S. Constitution. *Plyler v. Doe, 457 U.S. 202 (1982)*

**High School
Equivalency
Certificate**

A student who has received a high school equivalency certificate is entitled to enroll in a public school in the same manner as any other student who has not received a high school diploma. *Education Code 29.087(h)*

**Substitute for Parent
or Guardian**

A board by policy may allow a person showing evidence of legal responsibility for a child other than an order of a court to substitute for a guardian or other person having lawful control of the child under court order. *Education Code 25.001(j)*

**Authorization
Agreement**

"Adult caregiver" means an adult person whom a parent has authorized to provide temporary care for a child under Family Code Chapter 34. *Family Code 34.0015(1)*

A parent, as defined in Family Code 101.024, or both parents of a child may enter into an authorization agreement with an adult caregiver to authorize the adult caregiver to perform acts described in Family Code 34.002 in regard to the child, such as:

1. Authorizing medical, dental, psychological, or surgical treatment and immunization of the child, including executing any consents or authorizations for the release of information as required by law relating to the treatment or immunization;
2. Enrolling the child in the district; and
3. Authorizing the child to participate in age-appropriate extracurricular, civic, social, or recreational activities, including athletic activities.

Family Code 34.002

A parent may enter into an authorization agreement with an adult caregiver with whom a child is placed under a parental child safety placement agreement approved by the Department of Family and Protective Services (DFPS) to allow the person to perform the acts described above with regard to the child during an investigation of

abuse or neglect or while the department is providing services to the parent. *Family Code 34.0021*

The authorization agreement must conform to the requirements of Family Code Chapter 34.

A child who is the subject of an authorization agreement is not considered to be placed in foster care and the parties to the agreement are not subject to any law or rule governing foster care providers. *Family Code 34.0022(b)*

An authorization agreement does not affect the rights of the child's parent or legal guardian regarding the care, custody, and control of the child, and does not mean that the adult caregiver has legal custody of the child. *Family Code 34.007(b)*

Only one authorization agreement may be in effect for a child at any time. Execution of a subsequent authorization agreement does not by itself supersede, invalidate, or terminate a prior authorization agreement. An authorization agreement is void if it is executed while a prior authorization agreement remains in effect. *Family Code 34.002(d), .008(f)*

An authorization agreement is for a term of six months and renews automatically for six-month terms unless an earlier expiration date is stated in the agreement, the agreement is terminated under Family Code 34.008, or a court authorizes continuation. *Family Code 34.0075*

Immunity

A person who is not a party to the authorization agreement who relies in good faith on the authorization agreement, without actual knowledge that the authorization agreement is void, revoked, or invalid, is not subject to civil or criminal liability to any person, and is not subject to professional disciplinary action, for that reliance if the agreement is completed as required by Family Code Chapter 34. *Family Code 34.007(a)*

Note: The [Authorization Agreement for Nonparent Relative \(PDF\)](#)¹ is available on the DFPS website.

**Temporary
Authorization for
Care**

A person eligible to consent to treatment of a child under Family Code 32.001 or a person eligible to enter an authorization agreement [see Authorization Agreement, above] may seek a court order for temporary authorization for care of a child by filing a petition in the district court in the county in which the person resides if:

1. The child has resided with the person for at least the 30 days preceding the date the petition was filed; and

2. The person does not have an authorization agreement or other signed, written documentation from a parent, conservator, or guardian that enables the person to provide necessary care for the child.

Family Code 35.001–.002

The order may authorize the petitioner to, among other things:

1. Consent to medical, dental, psychological, and surgical treatment and immunization of the child;
2. Enroll the child in the district; and
3. Authorize the child to participate in age-appropriate extracurricular, civic, social, or recreational activities, including athletic activities.

A temporary authorization order does not affect the rights of the child's parent, conservator, or guardian regarding the care, custody, and control of the child, and does not establish legal custody of the child. *Family Code 35.007(b)*

Immunity

A person who relies in good faith on a temporary authorization order is not subject to civil or criminal liability to any person, or to professional disciplinary action. *Family Code 35.007(a)*

Students in Foster Care

A child placed in foster care by an agency of the state or a political subdivision shall be permitted to attend schools in the district in which the foster parents reside free of any charge to the foster parents or to the agency. A durational residence requirement may not be used to prohibit that child from fully participating in any activity sponsored by a district. *Education Code 25.001(f)*

A student who was enrolled in a primary or secondary public school before the student entered the conservatorship of DFPS and who is placed at a residence outside the attendance area for a school or outside a district is entitled to continue to attend the school in which the student was enrolled immediately before entering conservatorship until the student successfully completes the highest grade level offered by the school at the time of placement without payment of tuition. The student is entitled to continue to attend the school regardless of whether the student remains in the conservatorship of DFPS for the duration of the student's enrollment in the school. *Education Code 25.001(g)*

If a student who is in the conservatorship of DFPS is enrolled in a primary or secondary public school, other than the school in which the student was enrolled at the time the student was placed in the conservatorship of DFPS, the student is entitled to continue to

attend that school without payment of tuition until the student successfully completes the highest grade level offered by the school at the time of enrollment in the school, even if the child's placement is changed to a residence outside the attendance area for that school or outside the district. The student is entitled to continue to attend the school regardless of whether the student remains in the conservatorship of DFPS for the duration of the student's enrollment in the school. *Education Code 25.001(g-1)*

A written case plan for any child in foster care under the responsibility of the state must include a plan for ensuring the educational stability of the child while in foster care, including:

1. Assurances that each placement of the child in foster care takes into account the appropriateness of the current educational setting and the proximity to the school in which the child is enrolled at the time of placement; and
2. An assurance that the appropriate state agency has coordinated with a district to ensure that the child remains in the school in which the child is enrolled at the time of each placement; or if remaining in that school is not in the best interests of the child, assurances by the state agency and the district to provide immediate and appropriate enrollment in a new school, with all of the educational records of the child provided to the school.

42 U.S.C. 675(1)(G), 675a [See CNA]

Transfers from Other States

A district shall charge tuition for a student who resides in a residential facility and whose maintenance or expenses are paid in whole or in part by another state or the United States. Any such tuition charge must be submitted to the commissioner for approval. The attendance of students admitted under this provision shall not be counted for purposes of allocating state funds to a district. *Education Code 25.003*

Students Holding F-1 Student Visas

If a student is required, as a condition of obtaining or holding the appropriate U.S. student visa, to pay tuition to the district that the student attends to cover the cost of the student's education provided by the district, the district shall accept tuition for the student in an amount equal to the full unsubsidized per capita cost of providing the student's education for the period of the student's attendance at school in the district.

The commissioner shall develop guidelines for determining the amount of the full unsubsidized per capita cost of providing a student's education. A district may not accept tuition in an amount greater than the amount computed under the commissioner's

guidelines unless the commissioner approves a greater amount as a more accurate reflection of the cost of education to be provided by the district.

The attendance of a student for whom a district accepts tuition is not counted for purposes of allocating state funds to the district.

Education Code 25.0031

Note: Enrolling students with F-1 visas is optional. If the district is interested in enrolling students with F-1 visas, it must comply with the federal [Student and Exchange Visitor Program](#)² (SEVP) under the Department of Homeland Security.

Texas Juvenile Justice Department

A school-age child of an employee of the Texas Juvenile Justice Department (TJJD) residing in an adjacent district may attend school in a district free of charge to his or her parents or guardian. Any tuition required by the admitting district shall be paid by the district from which the student transfers out of any funds appropriated to the TJJD facility. *Education Code 25.042*

Enrollment

A child must be enrolled by the child's parent, guardian, or other person with legal control under a court order. A district shall record the name, address, and date of birth of the person enrolling the child. *Education Code 25.002(f)*

Legal Surname

A student must be identified by the student's legal surname as it appears on the student's birth certificate or other document suitable as proof of the student's identity, or in a court order changing the student's name. *Education Code 25.0021*

Required Documentation

If a parent or other person with legal control of a child enrolls the child in a district school, the parent or other person, or the district in which the child most recently attended school, shall furnish to the district all of the following:

1. The child's birth certificate, or another document suitable as proof of the child's identity as defined by the commissioner in the *Student Attendance Accounting Handbook*.
2. A copy of the child's records from the school the child most recently attended if he or she was previously enrolled in a school in Texas or in another state.

Students shall not be denied enrollment or be removed solely because they fail to provide the documentation required in items 1 and 2, above.

3. A record showing that the child has the immunizations required by Education Code 38.001, proof that the child is not required to be immunized, or proof that the child is entitled to provisional admission. [See FFAB]

Education Code 25.002(a); 19 TAC 129.1(a)–(b)

A district must furnish information under items 1 and 2 not later than the tenth working day after the date the district receives a request for the information.

A parent or other person with legal control of a child under a court order must furnish information under items 1 and 2 not later than the 30th day after the date a child is enrolled in a public school.

If a parent or other person with legal control of a child under a court order requests that a district transfer a child's student records, the district to which the request is made shall notify the parent or other person as soon as practicable that the parent or other person may request and receive an unofficial copy of the records for delivery in person to a school in another district.

Education Code 25.002(a-1)

*Residential
Facility*

Except for a juvenile pre-adjudication secure detention facility or a juvenile post-adjudication secure correctional facility, a residential facility shall provide to a district that provides educational services to a student placed in the facility any information retained by the facility relating to:

1. The student's school records, including records regarding special education eligibility or services, behavioral intervention plans, school-related disciplinary actions, and other documents related to the student's educational needs;
2. Any other behavioral history information regarding the student that is not confidential under another law; and
3. The student's record of convictions or the student's probation, community supervision or parole status, as provided to the facility, if necessary to provide education services to the student.

Education Code 29.012(f), (g)

**Summer School
Enrollment**

A district shall permit a person who is eligible under Education Code 25.001 [see General Eligibility, above] to attend school in the district but who is not enrolled in school in the district to enroll in a district summer school course on the same basis as a district student, including satisfaction of any course eligibility requirement and payment of any fee authorized under Education Code 11.158 [see FP] that is charged in connection with the course.

This requirement does not apply to enrollment in a Summer Intensive Mathematics Instruction Program under Education Code 29.088, a Summer Intensive Science Instruction Program under Education Code 29.090, or in a similar intensive program.

Education Code 25.008

Food Allergy
Information

On enrollment, a district shall request, by providing a form or otherwise, that a parent or other person with legal control of the child under a court order disclose whether the child has a food allergy or a severe food allergy that, in the judgment of the parent or other person with legal control, should be disclosed to the district to enable the district to take any necessary precautions regarding the child's safety [see FB and FFAF]; and specify the food to which the child is allergic and the nature of the allergic reaction.

The district shall maintain the confidentiality of the provided information, and may disclose the information to teachers, school counselors, school nurses, and other appropriate school personnel only to the extent consistent with district policy under Education Code 38.009 and permissible under the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. Section 1232g. [See FL]

"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.

Education Code 25.0022(a)–(c)

Child in DFPS
Possession

A district shall enroll a child without the required documentation if DFPS has taken possession of the child. DFPS shall ensure that the required documentation is furnished to a district not later than the 30th day after the date the child is enrolled. *Education Code 25.002(g)*

Inconsistent
Documentation

If a child is enrolled under a name other than the name that appears in the identifying documents or records, a district shall notify the missing children and missing persons information clearinghouse of the child's name as shown on the identifying records and the name under which the child is enrolled.

Missing
Documentation

If the required documents and other records are not furnished to a district within 30 days after enrollment, the district shall notify the police department of the city or the sheriff's department of the county in which the district is located and request a determination of whether the child has been reported as missing.

Education Code 25.002(b)–(c)

Students Under 11

On enrollment of a child under 11 years of age in a school for the first time at the school, the school shall:

1. Request from the person enrolling the child the name of each previous school attended by the child;
2. Request from each school identified in item 1 the school records for the child and, if the person enrolling the child provides copies of previous school records, request verification from the school of the child's name, address, date, and grades and dates attended; and
3. Notify the person enrolling the student that not later than the 30th day after enrollment, or the 90th day if the child was not born in the United States, the person must provide:
 - a. A certified copy of the child's birth certificate; or
 - b. Other reliable proof of the child's identity and age and a signed statement explaining the person's inability to produce a copy of the child's birth certificate.

If a person enrolls a child under 11 years of age in school and does not provide the valid prior school information or documentation required, the school shall notify the appropriate law enforcement agency before the 31st day after the person fails to comply.

Code of Criminal Procedure 63.019

False Information

When accepting a child for enrollment, a district shall inform the parent or other person enrolling the child that presenting a false document or false records in connection with enrollment is a criminal offense under Penal Code 37.10 (Tampering with Governmental Records) and that enrolling the child under false documents makes the person liable for tuition or other costs as provided below. *Education Code 25.002(d)*

In addition to the penalty under Penal Code 37.10, a person who knowingly falsifies information on a form required for a student's enrollment in a district is liable to the district if the student is not eligible for enrollment, but is enrolled on the basis of false information. For the period during which the ineligible student is enrolled, the person is liable for the maximum tuition fee a district may charge [see FDA] or the amount a district has budgeted per student as maintenance and operating expense, whichever is greater. *Education Code 25.001(h)*

A district may include on its enrollment form notice of the legal penalties and liability for falsifying information on the form. *Education Code 25.001(i)*

**Placement of
Transfers**

Credits and
Records

A district shall accept all credits earned toward state graduation requirements by students in accredited Texas school districts, including credits earned in accredited summer school programs. Credits earned in local credit courses may be transferred at a district's discretion. Transfer students shall not be prohibited from attending school pending receipt of transcripts or academic records from the district the student previously attended. *19 TAC 74.26(a)(1)*

A district shall grant a student credit toward the academic course requirements for high school graduation for courses the student successfully completes in TJJD educational programs. *Education Code 30.104(a)*

Each district shall consider course credit earned by a student while in a juvenile justice alternative education program as credit earned in a district school. *Education Code 37.011(d)*

Nonpublic Schools

Records and transcripts of students from Texas nonpublic schools or from out of state or out of the country (including foreign exchange students) shall be evaluated, and students shall be placed promptly in appropriate classes. A district may use a wide variety of methods to verify the content of courses for which a transfer student has earned credit. *19 TAC 74.26(a)(2)*

**Foundation School
Program**

A person is entitled to the benefits of the available school fund for a school year if:

1. On September 1 of the year, the person:
 - a. Is at least five years of age and under 21 years of age, and has not graduated from high school;
 - b. Is at least 21 years of age and under 26 years of age and is admitted by a school district to complete the requirements for a high school diploma; or
 - c. Is at least 18 years of age and under 26 years of age and is enrolled in an adult high school diploma and industry certification charter school program under Education Code 29.259.
2. The person is enrolled in prekindergarten under Education Code 29.153 [see EHBG].
3. The person is younger than five years of age and performs satisfactorily on the state assessment instrument administered to third graders and a district has adopted a policy to admit students younger than five years of age.

4. The person is enrolled in the first grade and is at least six years of age at the beginning of the current school year or has been enrolled in the first grade, or has completed kindergarten, in the public schools of another state before transferring to a Texas public school.

Education Code 25.001(a), 48.003

Screening

The principal of each district school shall ensure that each student admitted to that school has complied with requirements for screening of special senses and communication disorders, spinal screening, and a risk assessment for Type 2 diabetes, or has submitted an affidavit of exemption. *Health and Safety Code 36.005, 37.002, 95.003(c)* [See FFAA]

Pest Control Information

Chief administrators or the integrated pest management (IPM) coordinators of schools must notify the parents or guardians of children attending the facility in writing that pesticides are periodically applied indoors and outdoors, and that information on the times and types of applications and prior notification is available upon request. Such notification must be made at the time of the students' registration. Telephonic, written, or electronic notification of planned applications will meet the notification requirements. *4 TAC 7.148(c); Occupations Code 1951.455(b)* [See CLB]

¹ Authorization Agreement for Nonparent Relative (PDF): <http://www.dfps.state.tx.us/Application/Forms/showFile.aspx?NAME=2638.pdf>

² Student and Exchange Visitor Program: <https://www.ice.gov/sevis>

Persons Age 21 And Over	The District shall not admit into its public schools any person age 21 or over unless otherwise required by law.
Registration Forms	The student's parent, legal guardian, or other person having lawful control shall annually complete registration forms. A student who has reached age 18 shall be permitted to complete these forms.
Proof of Residency	At the time of initial registration and on an annual basis thereafter, the parent, guardian, or other person having lawful control of the student under order of a court shall present proof of residency in accordance with administrative regulations developed by the Superintendent. The District may investigate stated residency as necessary.
Minor Living Apart	A minor student residing in the District but whose parent, guardian, or other person having lawful control under a court order does not reside in the District shall present a power of attorney or an authorization agreement as provided in Chapter 34 of the Family Code assigning responsibility for the student in all school-related matters to an adult resident of the District.
Person Standing in Parental Relation	
Misconduct	A minor student living apart who has engaged in misconduct that results in any of the consequences found in Education Code 25.001(d) shall not be permitted to attend a District school.
Exceptions	Based on an individual student's circumstance, the Superintendent shall have authority to grant exceptions to the requirement for a power of attorney or authorization agreement and to the exclusion for misconduct.
Extracurricular Activities	The Superintendent shall determine whether a minor student living apart is present in the District for the primary purpose of participating in extracurricular activities.
Nonresident Student in Grandparent's After-School Care	<p>The parent and grandparent of a nonresident student requesting admission under Education Code 25.001(b)(9) shall provide to the Superintendent the required information on the grandparent's residency and complete a form provided by the District describing the extent of after-school care to be provided by the grandparent.</p> <p>The Superintendent shall have authority to approve or deny such admissions requests in accordance with criteria approved by the Board.</p>
"Accredited" Defined	For the purposes of this policy, "accredited" shall be defined as accreditation by TEA, an equivalent agency from another state, or an accrediting association recognized by the commissioner of education.

Grade-Level Placement

Accredited Schools

The parent, guardian, or other person having lawful control of a student enrolling in a District school from an accredited public, private, or parochial school shall provide evidence of the prior schooling outside the District. The student shall be placed initially at the grade level reached elsewhere, pending observation by the classroom teacher, guidance personnel, and the principal. On the basis of these observations and results of tests that may be administered by appropriate District personnel, the principal shall determine the final grade placement.

Nonaccredited Schools

A student enrolling in a District school from a nonaccredited public, private, or parochial school, including a homeschool, shall be placed initially at the discretion of the principal, pending observation by classroom teachers, guidance personnel, and the principal. Criteria for placement may include:

1. Scores on achievement tests, which may be administered by appropriate District personnel.
2. Recommendation of the sending school.
3. Prior academic record.
4. Chronological age and social and emotional development of the student.
5. Other criteria deemed appropriate by the principal.

Transfer of Credit

Accredited Texas Public Schools

Credit toward state graduation requirements earned in an accredited public school district in Texas shall be transferable and recognized by the District.

Other Accredited or Nonaccredited Schools

Before recognizing credit in a course earned in an accredited nonpublic school, an accredited school outside of Texas, or a nonaccredited school, appropriate personnel shall evaluate a student's records and transcript. The District may require the student to demonstrate mastery of the content or use alternative methods to verify course content for the award of credit. [See E]

Withdrawal

A parent or guardian wishing to withdraw a minor student shall present a signed statement that includes the reason for the withdrawal. A student who is 18 or older may submit a withdrawal statement without a parent's or guardian's signature.

[For District withdrawal of students no longer in attendance, see FEA(LOCAL).]

**Student Code of
Conduct**

The board shall adopt a Student Code of Conduct for a district, with the advice of its district-level committee. The Student Code of Conduct must:

1. Specify the circumstances, in accordance with Education Code Chapter 37, Subchapter A, under which a student may be removed from a classroom, campus, disciplinary alternative education program (DAEP), or vehicle owned or operated by the district.
2. Specify conditions that authorize or require a principal or other appropriate administrator to transfer a student to a DAEP.
3. Outline conditions under which a student may be suspended, as provided by Education Code 37.005 [see FOB], or expelled, as provided by Education Code 37.007 [see FOD].
4. Specify that consideration will be given, as a factor in each decision concerning suspension, removal to a DAEP, expulsion, or placement in a juvenile justice alternative education program (JJAEP), regardless of whether the decision concerns a mandatory or discretionary action, to:
 - a. Self-defense;
 - b. Intent or lack of intent at the time the student engaged in the conduct;
 - c. A student's disciplinary history;
 - d. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct;
 - e. A student's status in the conservatorship of the Department of Family and Protective Services; or
 - f. A student's status as a student who is homeless.
5. Provide guidelines for setting the length of removal to a DAEP or of expulsion. Except as provided by Education Code 37.007(e) (Gun-Free Schools Act [see FOD]), a district is not required to specify a minimum term of removal or expulsion.
6. Address the notification of the parent or guardian of a student's violation of the Student Code of Conduct that results in suspension, removal to a DAEP, or expulsion.
7. Prohibit bullying, harassment, and making hit lists and ensure that district employees enforce those prohibitions. "Bullying" has the meaning provided by Education Code 37.0832. [See

FFI] “Harassment” means 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. “Hit list” means a list of people targeted to be harmed using a firearm, as defined by Penal Code 46.01(3) [see FNCG]; a knife, as defined by Penal Code 46.01(7) (any bladed hand instrument that is capable of inflicting serious bodily injury or death by cutting or stabbing a person with the instrument); or any other object to be used with intent to cause bodily harm.

8. Provide, as appropriate for students at each grade level, methods, including options, for:
 - a. Managing students in the classroom, on school grounds, and on a vehicle owned or operated by the district;
 - b. Disciplining students; and
 - c. Preventing and intervening in student discipline problems, including bullying, harassment, and making hit lists.
9. Include an explanation of the provisions regarding refusal of entry to or ejection from district property under Education Code 37.105 [see GKA], including the appeal process established under 37.105(h).

The methods adopted must provide that a student who is enrolled in a special education program under Education Code Chapter 29, Subchapter A, may not be disciplined for bullying, harassment, or making hit lists until an admission, review, and dismissal (ARD) committee meeting has been held to review the conduct. [See FOF]

Education Code 37.001(a)–(b-1), (e)

Law Enforcement Duties The law enforcement duties of peace officers, school resource officers, and security personnel [see CKE] must be included in the Student Code of Conduct. *Education Code 37.081(d)(2)*

Changes in SCOC Once a Student Code of Conduct is promulgated, any change or amendment shall be approved by a board.

Posting The Student Code of Conduct must be posted and prominently displayed at each school campus or made available for review at the office of the campus principal.

Education Code 37.001(b-1)–(c)

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Notice to Parents	Each school year, a district shall provide parents with notice of and information regarding the Student Code of Conduct. <i>Education Code 37.001(d)</i>
<i>Noncustodial Parent</i>	A noncustodial parent may request in writing that, for the remainder of the school year in which the request is received, a district provide that parent with a copy of any written notification that is generally provided to a student's parent or guardian, relating to student misconduct under Education Code 37.006 or 37.007. A district may not unreasonably deny the request. Notwithstanding this requirement, a district shall comply with any applicable court order of which the district has knowledge. <i>Education Code 37.0091</i>
Copies to Staff	The district shall provide each teacher and administrator with a copy of Education Code Chapter 37, Subchapter A regarding student discipline and with a copy of the related local policy. <i>Education Code 37.018</i>
Campus Behavior Coordinator	<p>A person at each campus must be designated to serve as the campus behavior coordinator (CBC). The person may be the campus principal or any other campus administrator selected by the principal.</p> <p>The CBC is primarily responsible for maintaining student discipline and the implementation of Education Code Chapter 37, Subchapter A.</p>
Duties	The specific duties of the CBC may be established by campus or district policy. Unless the policy provides otherwise, duties imposed on a campus principal or other campus administrator by Education Code Chapter 37, Subchapter A must be performed by the CBC and a power granted to a campus principal may be exercised by the CBC.
Notice to Parents	<p>The CBC shall promptly notify a student's parent or guardian if the student is placed into in-school or out-of-school suspension, placed in a DAEP, expelled, or placed in a JJAEP or is taken into custody by a law enforcement officer.</p> <p>A CBC must provide notice by promptly contacting the parent or guardian by telephone or in person; and making a good faith effort to provide written notice of the disciplinary action to the student, on the day the action is taken, for delivery to the student's parent or guardian.</p> <p>If a parent or guardian entitled to notice has not been reached by telephone or in person by 5 p.m. of the first business day after the day the disciplinary action is taken, a CBC shall mail written notice of the action to the parent or guardian at the parent's or guardian's last known address.</p>

If a CBC is unable or not available to promptly provide notice, the principal or other designee shall provide the notice.

Education Code 37.0012

Website
Requirement

A district shall post on the district's website, for each campus, the email address and dedicated telephone number of a person clearly identified as:

1. The campus behavior coordinator; or
2. If the district has been designated as a district of innovation under Education Code Chapter 12A [see AF] and is exempt from the requirement to designate a campus behavior coordinator under the district's local innovation plan, a campus administrator designated as being responsible for student discipline.

Education Code 26.015

**No Unsupervised
Setting**

Except for students who are suspended or expelled, no student may be placed in an unsupervised setting as a result of conduct for which a student may be placed in a DAEP. *Education Code 37.008(h)*

**Continuation of
Disciplinary Action**

If a district takes disciplinary action against a student and the student subsequently enrolls in another district or school before the expiration of the period of disciplinary action, the district or school taking the disciplinary action shall provide to the district or school in which the student enrolls, at the same time other records of the student are provided, a copy of the order of disciplinary action.

“Disciplinary action” means a suspension, expulsion, placement in an alternative education program, or other limitation in enrollment eligibility of a student.

“District or school” includes an independent school district, a home-rule school district, a campus or campus program charter holder, or an open-enrollment charter school.

Education Code 37.022

**Opportunity to
Complete Courses**

If a student is placed in in-school suspension or other alternative setting other than a DAEP, a district shall offer the student the opportunity to complete, before the beginning of the next school year, each course in which the student was enrolled at the time of removal. A district may provide the opportunity by any method available, including a correspondence course, distance learning, or summer school. *Education Code 37.021* [For DAEP notice requirements, see FOCA.]

Alternative Means to Receive Coursework

A district shall provide to a student during the period of the student's suspension under Education Code 37.005, regardless of whether the student is placed in in-school or out-of-school suspension, an alternative means of receiving all coursework provided in the classes in the foundation curriculum under Education Code 28.002(a)(1) that the student misses as a result of the suspension. A district must provide at least one option for receiving the coursework that does not require the use of the internet. *Education Code 37.005(e)*

Seclusion

A district employee or volunteer or an independent contractor of a district may not place a student in seclusion. *Education Code 37.0021(c)*

"Seclusion" means a behavior management technique in which a student is confined in a locked box, locked closet, or locked room that:

1. Is designed solely to seclude a person; and
2. Contains less than 50 square feet of space.

Education Code 37.0021(b)(2)

This section and any rules or procedures adopted under this section apply to a peace officer only if the peace officer:

1. Is employed or commissioned by a school district; or
2. Provides, as a school resource officer, a regular police presence on a school district campus under a memorandum of understanding between the district and a local law enforcement agency.

Education Code 37.0021(h)

Exceptions

This prohibition on seclusion does not apply to:

1. A peace officer performing law enforcement duties; or
2. An educational services provider with whom a student is placed by a judicial authority, unless the services are provided in an educational program of a school district.

Law Enforcement Duties

"Law enforcement duties" means activities of a peace officer relating to the investigation and enforcement of state criminal laws and other duties authorized by the Code of Criminal Procedure.

Education Code 37.0021(b)(4), (g)

Restraint Reports

A district shall report electronically to the Texas Education Agency (TEA), in accordance with standards provided by commissioner

rule, information relating to the use of restraint by a peace officer performing law enforcement duties on school property or during a school-sponsored or school-related activity. The report must be consistent with the requirements adopted by commissioner rule for reporting the use of restraint involving students with disabilities [see FOF]. *Education Code 37.0021(i)*

“Restraint” means the use of physical force or a mechanical device to significantly restrict the free movement of all or a portion of a student’s body. *Education Code 37.0021(b)(1)*

**Corporal
Punishment**

If the board adopts a policy under Education Code 37.001(a)(8) under which corporal punishment is permitted as a method of student discipline, a district educator may use corporal punishment to discipline a student unless the student’s parent or guardian or other person having lawful control over the student has previously provided a written, signed statement prohibiting the use of corporal punishment as a method of student discipline. *Education Code 37.0011(b)*

Parent Statement

To prohibit the use of corporal punishment as a method of student discipline, each school year a student’s parent or guardian or other person having lawful control over the student must provide a separate written, signed statement to the board in the manner established by the board. The student’s parent or guardian or other person having lawful control over the student may revoke the statement provided to the board at any time during the school year by submitting a written, signed revocation to the board in the manner established by the board. *Education Code 37.0011(c)–(d)*

Definition

“Corporal punishment” means the deliberate infliction of physical pain by hitting, paddling, spanking, slapping, or any other physical force used as a means of discipline. The term does not include physical pain caused by reasonable physical activities associated with athletic training, competition, or physical education or the use of restraint as authorized under Education Code 37.0021 [see FOF]. *Education Code 37.0011(a)*

**Use of Force to
Maintain Discipline**

The use of force, but not deadly force, against a student is justified if the teacher or administrator is entrusted with the care, supervision, or administration of the student when, and to the degree the teacher or administrator reasonably believes the force is necessary, to further the purpose of education or to maintain discipline in a group. *Penal Code 9.62*

Aversive Techniques

A district or district employee or volunteer or an independent contractor of a district may not apply an aversive technique, or by authorization, order, or consent, cause an aversive technique to be applied, to a student.

"Aversive technique" means a technique or intervention that is intended to reduce the likelihood of a behavior reoccurring by intentionally inflicting on a student significant physical or emotional discomfort or pain. The term includes a technique or intervention that:

1. Is designed to or likely to cause physical pain, other than an intervention or technique permitted under Education Code 37.0011 [see Corporal Punishment, above];
2. Notwithstanding the above corporal punishment provisions, is designed to or likely to cause physical pain through the use of electric shock or any procedure that involves the use of pressure points or joint locks;
3. Involves the directed release of a noxious, toxic, or otherwise unpleasant spray, mist, or substance near the student's face;
4. Denies adequate sleep, air, food, water, shelter, bedding, physical comfort, supervision, or access to a restroom facility;
5. Ridicules or demeans the student in a manner that adversely affects or endangers the learning or mental health of the student or constitutes verbal abuse;
6. Employs a device, material, or object that simultaneously immobilizes all four extremities, including any procedure that results in such immobilization known as prone or supine floor restraint;
7. Impairs the student's breathing, including any procedure that involves:
 - a. Applying pressure to the student's torso or neck; or
 - b. Obstructing the student's airway, including placing an object in, on, or over the student's mouth or nose or placing a bag, cover, or mask over the student's face;
8. Restricts the student's circulation;
9. Secures the student to a stationary object while the student is in a sitting or standing position;
10. Inhibits, reduces, or hinders the student's ability to communicate;
11. Involves the use of a chemical restraint;
12. Constitutes a use of timeout that precludes the student from being able to be involved in and progress appropriately in the required curriculum and, if applicable, toward the annual

goals included in the student's individualized education program, including isolating the student by the use of physical barriers; or

13. Except as provided below, deprives the student of the use of one or more of the student's senses.

Education Code 37.0023(a)–(b)

An aversive technique that deprives the student of the use of one or more of the student's senses may be used if the technique is executed in a manner that:

1. Does not cause the student discomfort or pain; or
2. Complies with the student's individualized education program or behavior intervention plan.

Nothing in this section may be construed to prohibit a teacher from removing a student from class under Education Code 37.002. [See FOA]

Education Code 37.0023(c)–(d)

Videotapes and Recordings

A district employee is not required to obtain the consent of a child's parent before the employee may make a videotape of the child or authorize the recording of the child's voice if the videotape or recording is to be used only for purposes of safety, including the maintenance of order and discipline in common areas of the school or on school buses. *Education Code 26.009(b)(1)*

Teacher Documentation

A teacher may document any conduct by a student that does not conform to the Student Code of Conduct and may submit that documentation to the principal. A district may not discipline a teacher on the basis of the submitted documentation. *Education Code 37.002(b-1)*

Reports

Disciplinary
Alternative
Education
Programs

For each placement in a disciplinary alternative education program (DAEP), a district shall annually report to the commissioner:

1. Information identifying the student, including the student's race, sex, and date of birth, that will enable TEA to compare placement data with information collected through other reports;
2. Information indicating whether the placement was based on:
 - a. Conduct violating the Student Code of Conduct;
 - b. Conduct for which a student may be removed from class by a teacher [see FOA and the Student Code of Conduct];

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- c. Conduct for which placement in a DAEP is required [see FOC and the Student Code of Conduct]; or
 - d. Conduct occurring while a student was enrolled in another district and for which placement in a DAEP is permitted by Education Code 37.008(j);
3. The number of full or partial days the student was assigned to the program and the number of full or partial days the student attended the program; and
 4. The number of placements that were inconsistent with the guidelines on length of placement in the Student Code of Conduct.

Expulsions

For each expulsion, a district shall annually report to the commissioner:

1. Information identifying the student, including the student's race, sex, and date of birth, that will enable TEA to compare placement data with information collected through other reports;
2. Information indicating whether the expulsion was based on:
 - a. Conduct for which expulsion is required, including information specifically indicating whether a student was expelled for bringing a firearm to school; or
 - b. Conduct for which expulsion is permitted;
3. The number of full or partial days the student was expelled;
4. Information indicating whether:
 - a. The student was placed in a JJAEP;
 - b. The student was placed in a DAEP; or
 - c. The student was not placed in a JJAEP or other alternative education program; and
5. The number of expulsions that were inconsistent with the guidelines on length of expulsion in the Student Code of Conduct.

Out-of-School
Suspensions

For each out-of-school suspension under Education Code 37.005, a district shall report:

1. Information identifying the student, including the student's race, sex, and date of birth, that will enable TEA to compare placement data with information collected through other reports;

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2. Information indicating the basis for the suspension;
3. The number of full or partial days the student was suspended;
and
4. The number of out-of-school suspensions that were inconsistent with the guidelines included in the Student Code of Conduct under Education Code 37.001(a)(3) [see Student Code of Conduct, item 3, above].

Education Code 37.020

Student Code of Conduct

The District's rules of discipline are maintained in the Board-adopted Student Code of Conduct and are established to support an environment conducive to teaching and learning.

Rules of conduct and discipline shall not have the effect of discriminating on the basis of gender, race, color, disability, religion, ethnicity, or national origin.

At the beginning of the school year and throughout the school year as necessary, the Student Code of Conduct shall be:

1. Posted and prominently displayed at each campus or made available for review in the principal's office, as required by law; and
2. Made available on the District's website and/or as a hard copy to students, parents, teachers, administrators, and others on request.

Revisions

Revisions to the Student Code of Conduct approved by the Board during the year shall be made available promptly to students and parents, teachers, administrators, and others.

Extracurricular Standards of Behavior

With the approval of the principal and Superintendent, sponsors and coaches of extracurricular activities may develop and enforce standards of behavior that are higher than the District-developed Student Code of Conduct and may condition membership or participation in the activity on adherence to those standards. Extracurricular standards of behavior may take into consideration conduct that occurs at any time, on or off school property.

A student shall be informed of any extracurricular behavior standards at the beginning of each school year or when the student first begins participation in the activity. A student and his or her parent shall sign and return to the sponsor or coach a statement that they have read the extracurricular behavior standards and consent to them as a condition of participation in the activity.

Standards of behavior for an extracurricular activity are independent of the Student Code of Conduct. Violations of these standards of behavior that are also violations of the Student Code of Conduct may result in independent disciplinary actions.

A student may be removed from participation in extracurricular activities or may be excluded from school honors for violation of extracurricular standards of behavior for an activity or for violation of the Student Code of Conduct.

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“Parent” Defined

Throughout the Student Code of Conduct and discipline policies, the term “parent” includes a parent, legal guardian, or other person having lawful control of the child.

General Discipline Guidelines

A District employee shall adhere to the following general guidelines when imposing discipline:

1. A student shall be disciplined when necessary to improve the student’s behavior, to maintain order, or to protect other students, school employees, or property.
2. A student shall be treated fairly and equitably. Discipline shall be based on an assessment of the circumstances of each case. Factors to consider shall include:
 - a. The seriousness of the offense;
 - b. The student’s age;
 - c. The frequency of misconduct;
 - d. The student’s attitude;
 - e. The potential effect of the misconduct on the school environment;
 - f. Requirements of Chapter 37 of the Education Code; and
 - g. The Student Code of Conduct adopted by the Board.
3. Before a student under 18 is assigned to detention outside regular school hours, notice shall be given to the student’s parent to inform him or her of the reason for the detention and permit arrangements for necessary transportation.

Corporal Punishment

Corporal punishment may be used as a discipline management technique in accordance with this policy and the Student Code of Conduct.

Corporal punishment shall not be administered to a student whose parent has submitted to the principal a signed statement for the current school year prohibiting the use of corporal punishment with his or her child. The parent may reinstate permission to use corporal punishment at any time during the school year by submitting a signed statement to the principal.

Guidelines

Corporal punishment shall be limited to spanking or paddling the student and shall be administered in accordance with the following guidelines:

1. The student shall be told the reason corporal punishment is being administered.

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2. Corporal punishment shall be administered only by the principal or assistant principal.
3. The instrument to be used in administering corporal punishment shall be approved by the principal.
4. Corporal punishment shall be administered in the presence of one other District professional employee and in a designated place out of view of other students.

Disciplinary
Records

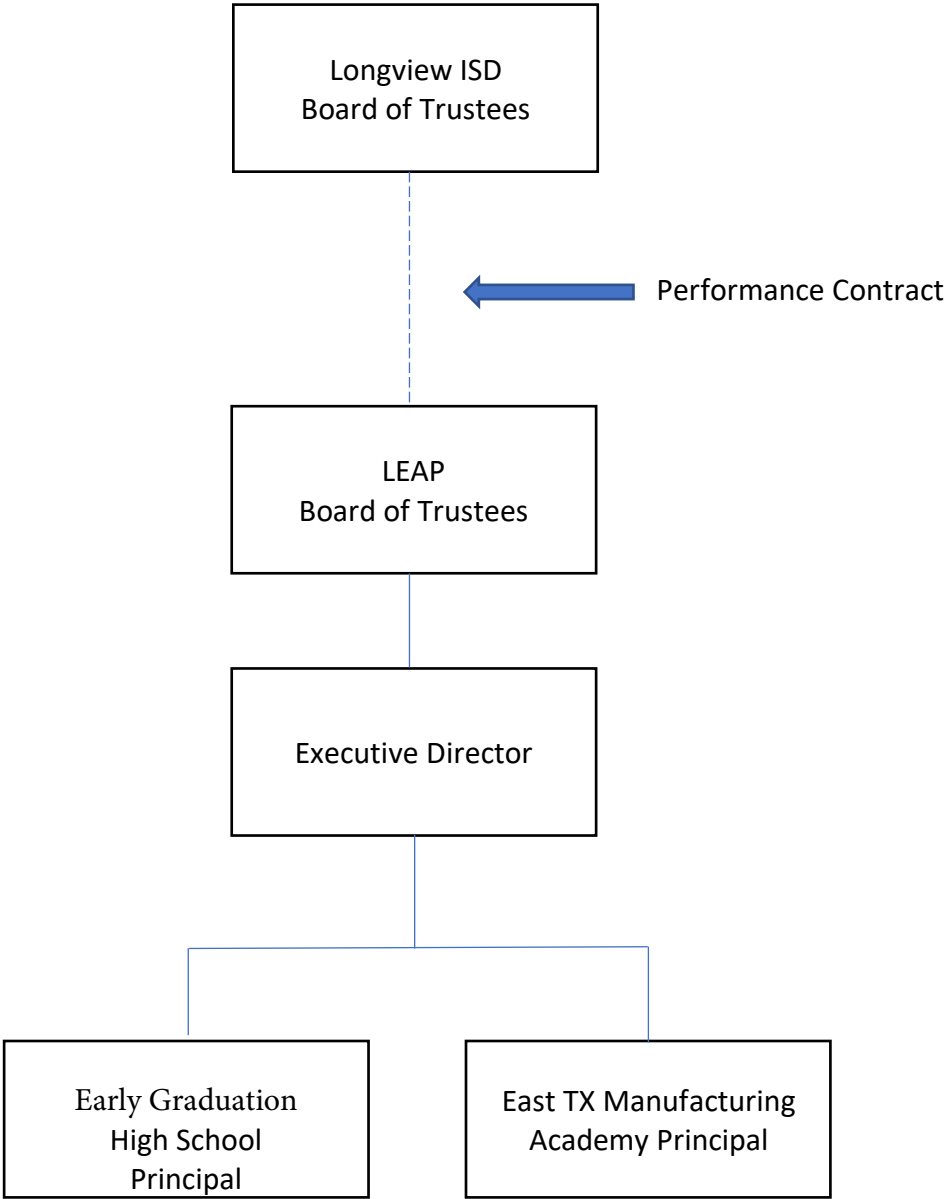
The disciplinary record reflecting the use of corporal punishment shall include any related disciplinary actions, the corporal punishment administered, the name of the person administering the punishment, the name of the witness present, and the date and time of punishment.

Physical Restraint

Within the scope of an employee's duties, a District employee may physically restrain a student if the employee reasonably believes restraint is necessary in order to:

1. Protect a person, including the person using physical restraint, from physical injury.
2. Obtain possession of a weapon or other dangerous object.
3. Remove a student refusing a lawful command of a school employee from a specific location, including a classroom or other school property, in order to restore order or to impose disciplinary measures.
4. Control an irrational student.
5. Protect property from serious damage.

A District employee may restrain a student with a disability who receives special education services only in accordance with law. [See FOF(LEGAL)]



BYLAWS

of

Longview LEAP

ARTICLE I. NAME AND PURPOSES

Section 1.01 Name: The name of the nonprofit corporation is Longview LEAP (the “*Organization*”).

Section 1.02 Purposes and Restrictions: The Organization is organized for the following purposes:

- (a) The Organization is organized pursuant to the Texas Business Organizations Code and does not contemplate pecuniary gain or profit, and, in fact, is organized exclusively for charitable, scientific, and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as it now exists or as it may hereafter be amended (the “*Code*”).
- (b) The Organization intends to:
 - 1. Enter into partnerships with the Longview Independent School District in order to expand educational and career opportunities in the region;
 - 2. Improve educational outcomes of students attending these public schools;
 - 3. Develop and implement practices that seek to improve the state of public education in Longview, Texas;
- (c) No part of the net earnings of the Organization shall inure to the benefit of, or be distributable to, its directors, officers, or any other private person, except that the Organization shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in this Section 1.02.
- (d) No substantial part of the activities of the Organization shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Organization shall not participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of any candidate for public office.
- (e) The Organization may carry on any other activity consistent with the above purposes and which is not inconsistent with Section 501(c)(3) of Code, and any

regulations thereunder, regulating the activities of this Organization. In furthering its purposes, the Organization shall have and exercise all rights and powers conferred on nonprofit corporations under the laws of Texas, or which may hereafter be conferred, including the power to contract, rent, and buy or sell personal or real property; provided, however, that the Organization shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purpose of this Organization.

- (f) Notwithstanding any other provisions of these Bylaws, the Organization shall not carry on any activities not permitted to be carried on (a) by a corporation exempt from Federal Income Tax under Section 501(c)(3) of the Code (or the corresponding provision of any amendment thereof or of any future United States Internal Revenue Law), or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Code (or the corresponding provision of any amendment thereof or of any future United States Internal Revenue Law).

Section 1.03 No Members: The Corporation shall have no members. No person now or hereafter designated by the Corporation as a "member" for any purpose shall be or be deemed to be a member for purposes of the Certificate of Formation or bylaws of the Corporation or any other law, rule, or regulation.

ARTICLE II. OFFICES AND REGISTERED AGENT

Section 2.01 Principal Place of Business: The principal place of business of the Organization is located in Longview, Texas . The Organization may have such other offices, either within or without the State of Texas, as the Board of Directors of the Organization (the "**Board of Directors**") may determine or as the affairs of the Organization may require from time to time.

Section 2.02 Registered Office and Registered Agent: The Organization shall have and continuously maintain in the State of Texas a registered office and a registered agent whose office is the Organization's registered office, as required by the Texas Business Organizations Code. The registered office may, but need not, be identical to the principal office of the Organization in the State of Texas. The registered office and the registered agent may be changed from time to time in accordance with applicable law.

ARTICLE III. AUTHORITY AND DUTIES OF DIRECTORS

Section 3.01 Authority of Directors: The Board of Directors shall constitute the governing body of the Organization and shall have such power and authority and shall be subject to the duties, responsibilities, and limitations as shall be conferred or imposed upon directors by the Certificate of Formation, these Bylaws and the general laws of the State of Texas.

Section 3.02 Number and Election: "The number of directors constituting the Board of Directors will, as of January 3, 2020, be at least three (3). Thereafter, it shall be no less than three

(3) and no more than nine (9) as determined from time to time by the affirmative action of not less than a majority of the whole Board of Directors. No decrease in the number of directors will have the effect of reducing the term of any incumbent director. The directors shall be elected as follows:

- (a) Founding Board Directors: The three (3) Directors named on the Certificate of Formation shall be known as the Originating Directors and are:
 - (1) Shawn Hara
 - (2) Keith Bonds
 - (3) Wayne Mansfield

- (b) Future Board Vacancies: At the conclusion of the term of any Director, the Director shall be granted a new term or new Director shall be elected by vote of the Board. A Director must abstain from voting on her/his own reappointment. When any vacancies in these positions arise, a new Director shall be elected by vote of the Board.

Section 3.03 Term and Tenure: Each of the three (3) Originating Directors shall hold office for a term of three (3) years and thereafter until his or her successor is appointed and qualified, or until s/he sooner dies, resigns, is removed, or becomes disqualified. Any subsequent terms for Originating Directors, and the terms for all other Directors including other members of the Founding Board, shall be for two (2) years. Directors may serve multiple terms and no term limits apply.

Section 3.04 Suspension or Removal: Any director may be suspended or removed with cause by vote of a majority of directors. A director may be suspended or removed with cause only after reasonable notice and opportunity to be heard.

Section 3.05 Resignation: A director may resign by delivering his or her written resignation to the Board, the President, treasurer, or clerk of the Corporation, to a meeting of the directors, or to the Corporation at its principal office. Such resignation shall be effective upon receipt (unless specified to be effective at some other time) and acceptance thereof shall not be necessary to make it effective unless it so states.

Section 3.06 Compensation. Directors shall serve without compensation for their services rendered as a director or officer. Any director or officer may, if authorized by the Board or the chief executive officer, be reimbursed for necessary expenses reasonably incurred by the director or officer in the performance of duties as a director or officer.

Section 3.07 Duties of Directors: Directors will discharge their duties, including any duties as committee members, in good faith, with ordinary care, and in a manner they reasonably believe to be in the Organization's best interest. In this context, the term "ordinary care" means the care that ordinarily prudent persons in similar positions would exercise under similar circumstances. In discharging any duty imposed or power conferred on directors, directors may, in good faith, rely on information, opinions, reports, or statements, including financial statements and other financial data, concerning the Organization or another person that has been prepared or presented by a variety of persons, including officers and employees of the Organization, professional advisors or experts such as accountants or legal counsel. A director is not relying in

good faith if he or she has knowledge concerning a matter in question that renders reliance unwarranted. Directors are not deemed to have the duties of trustees of a trust with respect to the Organization or with respect to any property held or administered by the Organization, including property that may be subject to restrictions imposed by the donor or transferor of the property.

Section 3.08 Conflicts of Interest: Directors will comply with any requirements of Chapter 171, Local Government Code, as though a director were a local public official subject to that chapter. A member of the Board of Directors is considered to have a substantial interest in a business entity if a person related to the member or officer in the third degree by consanguinity or affinity, as determined under Chapter 573, Government Code, has a substantial interest in the business entity under Section 171.002, Local Government Code.

Section 3.09 Role of the Board: The primary purposes of the Board of Directors are to:

- (a) Hire and evaluate the Executive Director of the Organization
- (b) Govern the schools managed by the Organization, including holding these schools responsible for their performance
- (c) Fulfill the Board's fiduciary responsibilities to the Organization

Section 3.11 Role of the Executive Director: The Executive Director shall, subject to the direction and supervision of the Board of Directors: (i) be the chief executive officer of the Corporation and have general and active control of its affairs and business and general supervision of its officers, agents and employees, with the exception of principals at schools managed by the Organization; (ii) propose, prepare and present to the Board of Directors specific programs and activities that will further the Corporation's purposes; (iii) support school-level implementation of the programs and activities approved by the Board of Directors; and (iv) perform all other duties incident to the office (including hiring and terminating employees, independent contractors, and agents of the Corporation, not including school-based employees) as from time to time may be assigned to such office by the Board of Directors.

ARTICLE IV. **MEETINGS**

Section 4.01 Open Meeting Law: With respect to the operation of a public school campus, the Board of Directors will comply with any requirement applicable to governmental bodies for purposes of Chapter 551 Government Code or another law that concerns open meetings, that applies to a school district, the board of trustees of a school district, or public school students.

Section 4.02 Regular Meetings. Regular meetings of the Board will be held at least quarterly, or at such times as the Board may from time to time determine, at such place and at such place as the Board may from time to time determine, provided that the place is easily accessible to residents of Longview and that that notice of the first regular meeting following any such

determination shall be given to absent directors, and that notice of all meetings is provided pursuant to the Chapter 551, Government Code.

Section 4.03 Notice to Directors. Except as otherwise expressly provided, it shall be reasonable and sufficient notice to a director to send notice by mail at least seventy-two hours, by electronic mail at least forty-eight hours, or by telecopier at least twenty-four hours, before the meeting addressed to him or her at his or her usual or last known business or residence address, or to give notice to him or her in person or by telephone at least twenty-four hours before the meeting. A notice of a meeting need not specify the purposes of the meeting unless otherwise required by law or the Certificate of Formation

Section 4.04. Waiver of Notice. Whenever notice of a meeting is required, such notice need not be given to any director if a written waiver of notice, executed by him or her (or his or her attorney thereunto authorized) before or after the meeting, is filed with the records of the meeting, or to any director who attends the meeting without protesting prior thereto or at its commencement the lack of notice to him or her. A waiver of notice need not specify the purposes of the meeting unless such purposes were required to be specified in the notice of such meeting by law or the Certificate of Formation.

Section 4.05 Quorum and Voting: At any meeting of the Board, a majority of the directors then in office shall constitute a quorum, provided that the President is present or has in writing requested that another director preside over the meeting in his or her absence. Any meeting may be suspended or adjourned by a majority of the votes cast upon the question, whether or not a quorum is present, and reconvened at a later date, as determined in the vote to adjourn, without further notice to the directors.

Section 4.06 Action by Vote.

- (a) Except when a supermajority of two-thirds (2/3) or more of all the votes of the Directors is required pursuant to Section 4.06(b), when a quorum is present at any meeting, a majority of the directors present and voting shall decide any question unless otherwise provided by law, the Certificate of Formation, or these bylaws.
- (b) Actions that Require two-thirds (2/3) or more of all the votes. The following matters may not be approved with fewer than two-thirds (2/3) of all the votes of the directors:
 - i. Amendments to the Corporation's bylaws or Certificate of Formation;
 - ii. Relinquishment of the charter for any school;
 - iii. Approval or modification of a charter for any school;
 - iv. Merger, consolidation, or affiliation of the Corporation with another entity;
 - v. Liquidation, dissolution, or termination of the Corporation;

- vi. Approval of amendments to corporate mission, including the creation, discontinuation, or significant changes in the scope, character, or nature of the Corporation's programs, services, and activities; and
- vii. Delegation of any of the powers in this list to a committee of the Board.

Section 4.05. Minutes. Detailed, accurate records of every meeting shall be adopted and kept in accordance with the Chapter 551, Government Code. Minutes shall be adopted and kept, including the time, date, and location of the meeting; the directors present or absent; and all actions taken at the meeting, including formal votes taken.

Section 4.06. Remote Participation. Directors may participate remotely in a meeting by means of a videoconference call in accordance with Section 551.127, Texas Government Code.

ARTICLE V. AUTHORITY AND DUTIES OF OFFICERS, AGENTS, AND EMPLOYEES

Section 5.01 Officers: The officers of the Organization will be a President and a Secretary. The Board of Directors may also appoint a Vice President, a Treasurer, and such other officers as determined by the Board of Directors. Any person may hold more than one office provided that the duties thereof can be consistently performed by the same person; provided, however, that no one person may at the same time hold the two offices of President and Secretary. Officers other than the President are not required to be members of the Board of Directors but shall not be empowered to vote if not members of the Board of Directors. The officers shall serve without compensation.

Section 5.02 Election of Officers; Terms of Office: The officers shall be elected by the Board of Directors and shall hold office at the pleasure of the Board of Directors for a term not to exceed three (3) years or until their respective successors have been elected and have qualified. Vacancies may be filled at any meeting of the Board of Directors.

Section 5.03 Powers and Duties of Officers:

- (a) President: The President of the Board of Directors shall preside at all meetings of the Board of Directors, shall perform all duties customary to that office, and shall supervise and control all of the affairs of the Organization in accordance with the policies and directives approved by the Board of Directors. In the case of the President's absence from a meeting of the Board of Directors, the President shall in writing appoint another director to preside at the meeting.
- (b) Vice President: The Vice President(s), if any, shall have such powers as are designated from time to time by the President of the Board of Directors.
- (c) Secretary: The Secretary shall be responsible for the keeping of an accurate record of the proceedings of all meetings of the Board of Directors, shall give or cause to

be given all notices in accordance with these Bylaws or as required by law, perform such other duties as the President may designate, and in general shall perform all duties customary to the office of Secretary.

- (d) **Treasurer:** The Treasurer, if there be a Treasurer, shall perform such duties as the President may direct. The Treasurer shall render to the Board of Directors at the regular meetings of the Board of Directors, or whenever the Board of Directors may require, an account of all transactions and of the financial condition of the Organization. The Treasurer shall be in charge of its books of accounts and accounting records and of its accounting procedures. S/he shall also prepare or oversee all reports and filings required by the Texas Comptroller of Public Accounts and the Internal Revenue Service. The President shall have the authority to designate the Treasurer or another representative to have the authority to receive, disburse or physically handle funds on the behalf of the Organization or any of its affiliates.

Section 5.03 Suspension or Removal: The President shall be deemed to have been suspended or removed upon his or her suspension or removal as director in accordance with Section 3.04. Any officer elected by the Board of Directors may be removed by a majority vote of the whole Board of Directors with or without cause, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed. Election to an office, in and of itself, shall create no contract rights.

Section 5.04. Resignation: An officer may resign by delivering his or her written resignation to the President, Secretary or Treasurer of the Corporation, to a meeting of the directors, or to the Corporation at its principal office. Such resignation shall be effective upon receipt (unless specified to be effective at some other time), and acceptance thereof shall not be necessary to make it effective unless it so states.

Section 5.05 Vacancies: Vacancies existing by reason of resignation, death, incapacity, or removal before the expiration of a term may be filled by election. An officer elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office and serve until his or her successor is nominated and elected.

Section 5.06 Agents: The Board of Directors may authorize any officer or officers, agent or agents of the Organization, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Organization. Such authority may be general or may be confined to specific instances.

ARTICLE VI. COMMITTEES

Section 6.01 Creation of Committees: The Board of Directors may, by resolution passed by a majority of the Board of Directors, create committees based on the needs of the Organization. Such committee or committees will have such name or names as may be designated by the Board

of Directors and shall keep regular minutes of their proceedings and report the same to the Board of Directors when required.

Section 6.02 Non-delegation of Fiduciary Duty: The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed upon it or him or her by these Bylaws or applicable law.

Section 6.03 Composition: The President shall appoint all committee members. Committees shall consist of at least two (2) individuals. Committee members need not be directors of the Organization unless the committee is delegated the power to exercise the authority of the Board of Directors in the management of the Organization, in which case the majority of the persons on the committee must be directors. The President may appoint one committee member to serve as the Committee Chair. The President may remove, with or without cause, and replace committee members and the Committee Chair.

Section 6.04 Notice: Written notice of each meeting of the committee shall be given by the Committee Chair to each committee member at least two (2) days prior to the date of the meeting. The notice of any meeting shall state the date, time, and place of such meeting and the purpose or purposes for which it is called. Notice may be provided in writing, by electronic mail, or by telephone facsimile.

Section 6.05 Quorum and Voting: A quorum is a majority of the total number of committee members in office. Committees shall try to take action by consensus. However, if a consensus is not available, a majority vote of committee members present and voting at a meeting at which a quorum is present is enough to constitute the act of the committee.

Section 6.06 Compensation of Committee Members: Committee members shall not be compensated for serving on a committee, but the Organization may reimburse members for documented reasonable expenses incurred in the performance of their duties to the Organization.

ARTICLE VII. TRANSACTIONS OF THE ORGANIZATION

Section 7.01 Contracts: The Board of Directors may authorize any officer or agent of the Organization to enter into a contract or execute and deliver any instrument in the name of, and on behalf of, the Organization. This authority may be limited to a specific contract or instrument, or it may extend to any number and type of possible contracts and instruments.

Section 7.02 Deposits: All the Organization's funds will be deposited to the credit of the Organization in banks, trust companies, or other depositories that the Board of Directors selects.

Section 7.03 Gifts: The Board of Directors may accept, on the Organization's behalf and exclusively for the Organization's benefit rather than the benefits of any Director or employee of the Organization, any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Organization. The Board of Directors may make gifts and give charitable contributions not prohibited by these Bylaws, the Certificate of Formation, state law, and

provisions set out in federal tax law that must be complied with to maintain the Organization's federal and state tax status.

Section 7.04 Prohibited Acts: As long as the Organization exists, and except with the Board of Directors' prior approval, no director, officer, or committee member of the Organization may:

- (a) Do any act in violation of these Bylaws or a binding obligation of the Organization.
- (b) Do any act with the intention of harming the Organization or any of its operations.
- (c) Do any act that would make it impossible or unnecessarily difficult to carry on the Organization's intended or ordinary business.
- (d) Receive an improper personal benefit from the operation of the Organization.
- (e) Use the Organization's assets, directly or indirectly, for any purpose other than carrying on the Organization's business.
- (f) Wrongfully transfer or dispose of Organization property, including intangible property such as good will.
- (g) Use the Organization's name (or any substantially similar name) or any trademark or trade name adopted by the Organization, except on behalf of the Organization in the ordinary course of its business.
- (h) Disclose any of the Organization's business practices, trade secrets, or any other information not generally known to the business community to any person not authorized to receive it.

ARTICLE VIII. INDEMNIFICATION

Section 8.01 When Indemnification Is Required, Permitted, and Prohibited:

- (a) The Organization will indemnify a director, officer, committee member, employee, or agent of the Organization who was, is, or may be named a defendant or respondent in any proceeding as a result of his or her actions or omissions within the scope of his or her official capacity in the Organization. For the purposes of this Article, an agent includes one who is or was serving at the Organization's request as a director, officer, partner, venturer, proprietor, trustee, partnership, joint venture, or other enterprise.
- (b) The Organization will indemnify a person only if he or she acted in good faith and reasonably believed that his or her conduct was in the Organization's best interests. In case of a criminal proceeding, the person may be indemnified only if he or she had no reasonable cause to believe that the conduct was unlawful. The Organization

will not indemnify a person who is found liable to the Organization or is found liable to another on the basis of improperly receiving a personal benefit from the Organization. A person is conclusively considered to have been found liable in relation to any claim, issue, or matter if the person has been adjudged liable by a court of competent jurisdiction and all appeals have been exhausted. Termination of a proceeding by judgment, order, settlement, conviction, or on a plea of nolo contendere or its equivalent does not necessarily preclude indemnification by the Organization.

- (c) The Organization will pay or reimburse expenses incurred by a director, officer, committee member, employee, or agent of the Organization in connection with the person's appearance as a witness or other participation in a proceeding involving or affecting the Organization when the person is not a named defendant or respondent in the proceeding.
- (d) In addition to the situations otherwise described in this paragraph, the Organization may indemnify a director, officer, committee member, employee, or agent of the Organization to the extent permitted by law. However, the Organization will not indemnify any person in any situation in which indemnification is prohibited by Section 8.01(b), above.
- (e) The Organization may advance expenses incurred or to be incurred in the defense of a proceeding to a person who might eventually be entitled to indemnification, even though there has been no final disposition of the proceeding. Advancement of expenses may occur only when the procedural conditions specified in Section 8.03(c), below, have been satisfied. Furthermore, the Organization will never advance expenses to a person before final disposition of a proceeding if the person is a named defendant or respondent in a proceeding brought by the Organization or if the person is alleged to have improperly received a personal benefit or committed other willful or intentional misconduct.

Section 8.02 Extent and Nature of Indemnity: The indemnity permitted under these Bylaws includes indemnity against judgments, penalties, (including excise and similar taxes), fines, settlements, and reasonable expenses (including attorney's fees) actually incurred in connection with the proceeding. If the proceeding was brought by or on behalf of the Organization, the indemnification is limited to reasonable expenses actually incurred by the person in connection with the proceeding.

Section 8.03 Procedures Relating to Indemnification Payments:

- (a) Before the Organization may pay any indemnification expenses (including attorney's fees), the Organization must specifically determine that indemnification is permissible, authorize indemnification, and determine that expenses to be reimbursed are reasonable, except as provided in Section 8.03(c), below. The Organization may make these determinations and decisions by any one of the following procedures:

- (i) Majority vote of a quorum consisting of directors who, at the time of the vote, are not named defendants or respondents in the proceeding.
 - (ii) If such a quorum cannot be obtained, by a majority vote of a committee of the Board of Directors, designated to act in the matter by a majority vote of all directors, consisting solely of two or more directors who at the time of the vote are not named defendants or respondents in the proceeding.
 - (iii) Determination by special legal counsel selected by the Board of Directors by the same vote as provided in clauses (i) or (ii) of this Section 8.03(a), above, or if such a quorum cannot be obtained and such a committee cannot be established, by a majority vote of all directors.
- (b) The Organization will authorize indemnification and determine that expenses to be reimbursed are reasonable in the same manner that it determines whether indemnification is permissible. If special legal counsel determines that indemnification is permissible, authorization of indemnification and determination of reasonableness of expenses will be made as specified by clause (iii) of this Section 8.03(a), above, governing selection of special legal counsel. A provision contained in the Organization's Certificate of Formation, or a resolution of the Board of Directors that requires the indemnification permitted by Section 8.01, above, constitutes sufficient authorization of indemnification even though the provision may not have been adopted or authorized in the same manner as the determination that indemnification is permissible.
- (c) The Organization will advance expenses before final disposition of a proceeding only after it determines that the facts then known would not preclude indemnification. The determination that the facts then known to those making the determination would not preclude indemnification and authorization of payment will be made in the same manner as a determination that indemnification is permissible under Section 8.03(a), above. In addition to this determination, the Organization may advance expenses only after it receives a written affirmation and undertaking from the person to receive the advance. The person's written affirmation will state that he or she has met the standard of conduct necessary for indemnification under these Bylaws. The written undertaking will provide for repayment of the amounts advanced by the Organization if it is ultimately determined that the person has not met the requirements for indemnification. The undertaking will be an unlimited general obligation of the person, but it need not be secured and may be accepted without reference to financial ability to repay.

Section 8.04 Insurance: The Board of Directors may authorize the purchase of and maintain insurance on behalf of any director, officer, committee member, employee, or agent of the Organization against any liability asserted against or incurred by any director, officer, committee member, employee, or agent of the Organization which arises out of such person's status in such capacity or out of acts taken in such capacity, whether or not the Organization would have the power to indemnify the person against that liability under law.

Section 8.05 Report to Board: Any indemnification of or advance of expenses to a director or officer in accordance with this Article shall be reported in writing to the Board of Directors with or before the notice or waiver of notice of the next Board of Directors meeting or with or before the next submission to the directors of a consent to action without a meeting and, in any case, within the twelve month period immediately following the date of the indemnification or advance.

Section 8.06 Amendment or Repeal: Any repeal or modification of the foregoing provisions of this Article VIII shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification.

ARTICLE IX. FINANCIAL ADMINISTRATION

Section 9.01 Fiscal Year: The fiscal year of the Organization shall be July 1 to June 30 but may be changed by resolution of the Board.

Section 9.02 Audit: The Board of Directors may authorize an audit of the Organization.

ARTICLE X. BOOKS AND RECORDS

Section 10.01 Maintenance and Retention of Records: With respect to the operation of a public school campus, the Board of Directors shall comply with requirements applicable to a local government for purposes of Subtitle C, Title 6, Local Government Code, and Subchapter J, Chapter 441, Government Code. Records of the Organization that relate to operation of a public school are government records for all purposes under state law. Any requirement in Subtitle C, Title 6, Local Government Code, or Subchapter J, Chapter 441, Government Code, that applies to a school district, the board of trustees of a school district, or an officer or employee of a school district applies to the Organization, the Board of Directors, or an officer or employee of an open-enrollment charter school.

Section 10.02 Public Information Requirements. With respect to the operation of a public school campus, the Board of Directors will comply with any requirement applicable to governmental bodies for purposes of Chapter 552 Government Code or another law that concerns public information, that applies to a school district, the board of trustees of a school district, or public school students.

Section 10.03 Organizational Recordkeeping: The Secretary or his or her designee shall keep or cause to be kept adequate minutes of all Board of Directors or committee meetings reflecting at a minimum the names of those in attendance, any resolutions passed and the outcomes of any votes taken. The Secretary or his or her designee also shall keep or cause to be kept the following corporate records: incorporation documents, including the Organization's Certificate of Formation, Bylaws, and related documents, and tax-exemption documents, including the Organization's IRS Form 1023, Application for Recognition of Exemption under Code Section

501(c)(3) of the Internal Revenue Code and any tax-exempt determination letters granted to the Organization.

Section 10.04 Inspection of Books and Records: All books and records of this Organization that are required to be kept under the Bylaws may be inspected by the any director for any purpose at any reasonable time on written demand.

ARTICLE XI. MISCELLANEOUS PROVISIONS

Section 11.01 Legal Authorities Governing Construction of Bylaws: These Bylaws shall be construed under Texas law. All references in these Bylaws to statutes, regulations, or other sources of legal authority will refer to the authorities cited, or their successors, as they may be amended from time to time.

Section 11.02 Legal Construction: To the greatest extent possible, these Bylaws shall be construed to conform to all legal requirements and all requirements for obtaining and maintaining all tax exemptions that may be available to nonprofit corporations. If any bylaw provision is held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other provision, and the bylaws will be construed as if they had not included the invalid, illegal, or unenforceable provision.

Section 11.03 Headings: The headings used in the bylaws are for convenience and may not be considered in construing the bylaws.

Section 11.04 Number: All singular words include the plural, and all plural words include the singular.

Section 11.05 Seal: The Board of Directors may provide for a corporate seal. The Organization is not required to have a corporate seal.

Section 11.06 Parties Bound: The Bylaws will bind and inure to the benefit of the directors, officers, committee members, employees, and agents of the Organization and their respective heirs, executors, administrators, legal representatives, successors, and assigns except as the Bylaws otherwise provide.

ARTICLE XII. AMENDMENTS

These Bylaws may be amended, altered or repealed at any time by a two-thirds majority vote of all current Directors at a meeting where a quorum is present. The Board of Directors may adopt amendments to the Organization's Certificate of Formation by a two-thirds majority vote of all current Directors at a meeting where a quorum is present.

**ARTICLE XIII.
TERMINATION**

In the event of dissolution or termination of the Organization, the Board of Directors shall, after paying or making provision for the payment of all the liabilities of the Organization, dispose of all of the assets of the Organization exclusively for the purpose of the Organization in such manner, or to such organization or organizations organized and operated exclusively for charitable, scientific, literary or educational purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Code, as the Board of Directors shall determine. Any of such assets not disposed of shall be disposed of by a state district court of the county in which the principal office of the Organization is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

* * *

Educators' Code of Ethics

The Texas educator 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. The Texas educator, in maintaining the dignity of the profession, shall respect and obey the law, demonstrate personal integrity, and exemplify honesty. The Texas educator, in exemplifying ethical relations with colleagues, shall extend just and equitable treatment to all members of the profession. The Texas educator, 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. The Texas educator, in fulfilling responsibilities in the community, shall cooperate with parents and others to improve the public schools of the community. *19 TAC 247.1*

Professional Ethical Conduct, Practices, and Performance

Standard 1.1. The educator shall not intentionally, knowingly, or recklessly engage in deceptive practices regarding official policies of the school district, educational institution, educator preparation program, the Texas Education Agency, or the State Board for Educator Certification (SBEC) and its certification process.

Standard 1.2. The educator shall not intentionally, knowingly, or recklessly misappropriate, divert, or use monies, personnel, property, or equipment committed to his or her charge for personal gain or advantage.

Standard 1.3. The educator shall not submit fraudulent requests for reimbursement, expenses, or pay.

Standard 1.4. The educator shall not use institutional or professional privileges for personal or partisan advantage.

Standard 1.5. The educator shall neither accept nor offer gratuities, gifts, or favors that impair professional judgment or that are used 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. The educator shall not falsify records, or direct or coerce others to do so.

Standard 1.7. The educator shall comply with state regulations, written local school board policies, and other state and federal laws.

Standard 1.8. The educator shall apply for, accept, offer, or assign a position or a responsibility on the basis of professional qualifications.

Standard 1.9. The educator shall not make threats of violence against school district employees, school board members, students, or parents of students.

Standard 1.10. The educator shall be of good moral character and be worthy to instruct or supervise the youth of this state.

Standard 1.11. The educator 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. The educator shall refrain from the illegal use, abuse, or distribution of controlled substances, prescription drugs, and toxic inhalants.

Standard 1.13. The educator 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. The educator shall not reveal confidential health or personnel information concerning colleagues unless disclosure serves lawful professional purposes or is required by law.

Standard 2.2. The educator shall not harm others by knowingly making false statements about a colleague or the school system.

Standard 2.3. The educator shall adhere to written local school board policies and state and federal laws regarding the hiring, evaluation, and dismissal of personnel.

Standard 2.4. The educator shall not interfere with a colleague's exercise of political, professional, or citizenship rights and responsibilities.

Standard 2.5. The educator 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. The educator shall not use coercive means or promise of special treatment in order to influence professional decisions or colleagues.

Standard 2.7. The educator shall not retaliate against any individual who has filed a complaint with the SBEC or who provides information for a disciplinary investigation or proceeding under this chapter.

Standard 2.8. The educator shall not intentionally or knowingly subject a colleague to sexual harassment.

Ethical Conduct Toward Students

Standard 3.1. The educator shall not reveal confidential information concerning students unless disclosure serves lawful professional purposes or is required by law.

Standard 3.2. The educator 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. The educator shall not intentionally, knowingly, or recklessly misrepresent facts regarding a student.

Standard 3.4. The educator 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. The educator shall not intentionally, knowingly, or recklessly engage in physical mistreatment, neglect, or abuse of a student or minor.

Standard 3.6. The educator shall not solicit or engage in sexual conduct or a romantic relationship with a student or minor.

Standard 3.7. The educator shall not furnish alcohol or illegal/unauthorized drugs to any person under 21 years of age unless the educator is a parent or guardian of that child or knowingly allow any person under 21 years of age unless the educator is a parent or guardian of that child to consume alcohol or illegal/unauthorized drugs in the presence of the educator.

Standard 3.8. The educator shall maintain appropriate professional educator-student relationships and boundaries based on a reasonably prudent educator standard.

Standard 3.9. The educator 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 other social network communication. Factors that may be considered in assessing whether the communication is inappropriate include, but are not limited to:

1. The nature, purpose, timing, and amount of the communication;
2. The subject matter of the communication;
3. Whether the communication was made openly or the educator attempted to conceal the communication;
4. Whether the communication could be reasonably interpreted as soliciting sexual contact or a romantic relationship;
5. Whether the communication was sexually explicit; and
6. Whether the communication involved discussion(s) of the physical or sexual attractiveness or the sexual history, activities, preferences, or fantasies of either the educator or the student.

19 TAC 247.2

ETHICS
CONFLICT OF INTEREST DISCLOSURES

Substantial Interest Affidavit

If a local public official has a substantial interest in a business entity or in real property, the local public official shall, before a vote or decision on any matter involving the business entity or the real property, file an affidavit stating the nature and extent of the interest if:

1. In the case of a substantial interest in a business entity, the action on the matter will have a special economic effect on the business entity that is distinguishable from the effect on the public; or
2. In the case of a substantial interest in real property, it is reasonably foreseeable that an action on the matter will have a special economic effect on the value of the property, distinguishable from its effect on the public.

The affidavit shall be filed with the official recordkeeper of the district.

Local Gov't Code 171.004(a)–(b)

Abstention

The local public official shall also abstain from further participation in the matter.

If a trustee is required to file and does file an affidavit, that trustee shall not be required to abstain from further participation in the matter or matters requiring such an affidavit if a majority of the trustees are likewise required to file and do file affidavits of similar interests on the same official action

Local Gov't Code 171.004(a), (c)

Definitions

Substantial Interest

A person has a substantial interest in a business entity if any of the following is the case:

1. The person owns at least:
 - a. Ten percent of the voting stock or shares of the business entity, or
 - b. Either ten percent or \$15,000 of the fair market value of the business entity.
2. Funds received by the person from the business entity exceed ten percent of the person's gross income for the previous year.

Local Gov't Code 171.002

Business Entity

“Business entity” means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership,

ETHICS
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	trust, or any other entity recognized by law. <i>Local Gov't Code 171.001(2)</i>
<i>First-Degree Relatives</i>	The local public official is considered to have a substantial interest if a person related in the first degree by either affinity or consanguinity to the local public official, as determined under Government Code Chapter 573, Subchapter B [see DBE], has a substantial interest as defined above. <i>Local Gov't Code 171.002</i>
<i>Local Public Official</i>	"Local public official" means a member of the governing body or another officer, whether elected, appointed, paid, or unpaid, of any district (including a school district), central appraisal district, or other local governmental entity who exercises responsibilities beyond those that are advisory in nature. <i>Local Gov't Code 171.001(1)</i>
<i>Real Property</i>	A person has a substantial interest in real property if the interest is an equitable or legal ownership with a fair market value of \$2,500 or more. <i>Local Gov't Code 171.002</i>
Contracts Permitted	A board may contract with a business entity in which a trustee has a substantial interest if the trustee follows the disclosure and abstention procedure set out above. <i>Atty. Gen. Op. JM-424 (1986)</i>
Separate Vote on Budget	A board shall take a separate vote on any budget item specifically dedicated to a contract with a business entity in which a trustee has a substantial interest. The affected trustee shall not participate in that separate vote, but may vote on a final budget if he or she filed the affidavit and the matter in which he or she is concerned has been resolved. <i>Local Gov't Code 171.005</i>
Depository Bank	A school board member with a "substantial interest" in a depository bank must file an affidavit stating his interest and must abstain from participating in decisions on loan contracts with the depository if action on the matter will have a special economic effect on the bank that is distinguishable from the effect on the public. <i>Atty. Gen. Op. JM-1082 (1989) [See BDAE]</i>
Violations	A local public official commits an offense if the official knowingly: <ol style="list-style-type: none">1. Violates Local Government Code 171.004.2. Acts as surety for a business entity that has a contract, work, or business with a district.3. Act as surety on any official bond required of an officer of a district. <p><i>Local Gov't Code 171.003</i></p>

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Voidable Actions The finding by a court of a violation of Local Government Code Chapter 171 does not render an action of the board voidable unless the measure that was the subject of an action involving a conflict of interest would not have passed without the vote of the person who violated the chapter. *Local Gov't Code 171.006*

Conflicts Disclosure Statement

A local government officer shall file a conflicts disclosure statement, as adopted by the Texas Ethics Commission, with respect to a vendor if the vendor enters into a contract with the district or the district is considering entering into a contract with the vendor; and the vendor:

1. Has an employment or other business relationship with the local government officer or a family member of the officer, and the business relationship results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that:
 - a. A contract between the district and the vendor has been executed; or
 - b. The district is considering entering into a contract with the vendor;
2. Has given to the local government officer or a family member of the officer one or more gifts, and the gift or gifts have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - a. A contract between the district and the vendor has been executed; or
 - b. The district is considering entering into a contract with the vendor; or
3. Has a family relationship with the local government officer.

Gifts—Exception

A local government officer is not required to file a conflicts disclosure statement in relation to a gift, as defined by law, accepted by the officer or a family member of the officer if the gift is:

1. A political contribution as defined by Title 15, Election Code; or
2. Food accepted as a guest.

Local Gov't Code 176.003(a)–(a-1)

Filing Date

A local government officer shall file the conflicts disclosure statement with the records administrator of a district not later than

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CONFLICT OF INTEREST DISCLOSURES

5:00 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of the statement. *Local Gov't Code 176.003(b)*

Vendor
Questionnaire

A person who is both a local government officer and a vendor of a local governmental entity is required to file a vendor questionnaire if the person enters or seeks to enter into a contract with the local governmental entity; or is an agent of a person who enters or seeks to enter into a contract with the local governmental entity. [See CHE] *Local Gov't Code 176.006(e)*

Definitions

Agent

"Agent" means a third party who undertakes to transact some business or manage some affair for another person by the authority or on account of the other person. The term includes an employee. *Local Gov't Code 176.001(1)*

*Business
Relationship*

"Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

1. A transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
2. A transaction conducted at a price and subject to terms available to the public; or
3. A purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Gov't Code 176.001(a-1)

Family Member

"Family member" means a person related to another person within the first degree by consanguinity or affinity, as described by Government Code Chapter 573, Subchapter B. [See DBE] *Local Gov't Code 176.001(2)*

*Family
Relationship*

"Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Government Code Chapter 573, Subchapter B. [See DBE] *Local Gov't Code 176.001(2-a)*

Gift

"Gift" means a benefit offered by a person, including food, lodging, transportation, and entertainment accepted as a guest. The term does not include a benefit offered on account of kinship or a personal, professional, or business relationship independent of the official status of the recipient. *Local Gov't Code 176.001(2-b)*

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Investment Income “Investment income” means dividends, capital gains, or interest income generated from:

1. A personal or business:
 - a. Checking or savings account,
 - b. Share draft or share account, or
 - c. Other similar account;
2. A personal or business investment; or
3. A personal or business loan.

Local Gov’t Code 176.001(2-d)

Local Government Officer “Local government officer” means a member of the board, the superintendent, or an agent (including an employee) of the district who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. *Local Gov’t Code 176.001(4)*

Records Administrator “Records administrator” means the director, superintendent, or other person responsible for maintaining the records of a district or another person designated by the district to maintain statements and questionnaires filed under Local Government Code 176 and perform related functions. *Local Gov’t Code 176.001(5)* [See CPC]

Vendor “Vendor” means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. *Local Gov’t Code 176.001(7)*

Duties of Records Administrator A records administrator shall:

1. Maintain a list of local government officers of the district and shall make that list available to the public and any vendor who may be required to file a conflict of interest questionnaire under Local Government Code 176.006; and
2. Maintain the statements and questionnaires that are required to be filed under Government Code Chapter 176 in accordance with the district’s records retention schedule. [See CPC]

Local Gov’t Code 176.0065

Internet Posting A district that maintains an internet website shall provide access on the district’s internet website to the conflicts disclosure statements

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CONFLICT OF INTEREST DISCLOSURES

and questionnaires required to be filed with the records administrator. *Local Gov't Code 176.009*

Violations

A local government officer commits an offense if the officer is required to file a conflicts disclosure statement and knowingly fails to file the required conflicts disclosure statement with the appropriate records administrator not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of the statement. It is an exception to the application of the penalty that the local government officer filed the required conflicts disclosure statement not later than the seventh business day after receiving notice from the district of the alleged violation.

A board may reprimand, suspend, or terminate the employment of an employee who knowingly fails to comply with a requirement adopted under Local Government Code 176. [See DF series]

A board may, at its discretion, declare a contract void if the board determines that a vendor failed to file a conflict of interest questionnaire required by Local Government Code 176.006.

Local Gov't Code 176.013

**Affidavit Disclosing
Interest in Property**

A public servant who has a legal or equitable interest in property that is to be acquired with public funds shall file an affidavit within ten days before the date on which the property is to be acquired by purchase or condemnation.

The affidavit must be filed with the county clerk of the county in which the public servant resides and the county clerk of each county in which the property is located.

The affidavit must:

1. State the name of the public servant and the public servant's office, public title, or job designation;
2. Fully describe the property;
3. Fully describe the nature, type, and amount of interest in the property, including the percentage of ownership interest;
4. State the date when the person acquired an interest in the property;
5. Include a verification as follows: "I swear that the information in this affidavit is personally known by me to be correct and contains the information required by Section 553.002, Government Code"; and

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6. Contain an acknowledgment of the same type required for recording a deed in the deed records of the county.

Gov't Code 553.002

Definition

“Public servant” means a person who is elected, appointed, employed, or designated, even if not yet qualified for or having assumed the duties of office, as:

1. A candidate for nomination or election to public office, or
2. An officer of government.

Gov't Code 553.001

Violation

A person commits an offense if the person violates Government Code 553.002 and the person has actual notice of the acquisition or intended acquisition of the legal or equitable interest in the property. A person who violates Government Code 553.002 by not filing the required affidavit is presumed to have the intent to commit an offense. *Gov't Code 553.003*

Annual Financial Management Report

A district's annual financial management report shall include summary schedules of expenditures paid on behalf of each board member, reimbursements received by each board member, gifts with a total value over \$250 received by board members from certain vendors, and amounts received by board members for business transactions with the district. [See CFA] *Education Code 39.083; 19 TAC 109.1001(q)(3)(B)(ii), (iv), (v)*

Trustee Financial Statement

A board by resolution adopted by majority vote may require each member of the board to file the financial statement required of state officers under Subchapter B, Chapter 572, Government Code, with the board and the Texas Ethics Commission.

Not later than the 15th day after the date a board adopts this resolution, the board shall deliver a certified copy of the resolution to the Texas Ethics Commission. A resolution applies beginning on January 1 of the second year following the year in which the resolution is adopted. A member of a board that has adopted a resolution is not required to include, in a financial disclosure statement, financial activity occurring before January 1 of the year following the year in which the resolution is adopted.

The commissioner of education (“commissioner”) by order shall require the members of a board to file the financial statement required of state officers under Subchapter B, Chapter 572, Government Code, in the same manner as the members of the board that have adopted a resolution if the commissioner determines that:

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1. A board member has failed to comply with filing and recusal requirements applicable to the member under Chapter 171, Local Government Code;
2. District financial accounting practices are not adequate to safeguard state and district funds; or
3. A district has not met a standard set by the commissioner in the financial accountability rating system.

The commissioner may require the filing of financial statements covering not more than three fiscal years and beginning on January 1 of the second year following the date of the commissioner's order. A member of a board subject to an order issued by the commissioner is not required to include, in a financial disclosure statement, financial activity occurring before January 1 of the year following the year in which the order is issued. The commissioner may renew the requirement if the commissioner determines that a condition described above continues to exist.

Education Code 11.064

Electronic Filing

Except as provided at Appointed Official, below, a financial statement filed with the Ethics Commission must be filed by computer diskette, modem, or other means of electronic transfer, using computer software provided by the commission or computer software that meets commission specifications for a standard file format.

Appointed Official

An individual who was appointed to office may file the financial statement by certified mail in compliance with Government Code 572.029.

Gov't Code 572.0291

Confidentiality

Electronic report or financial statement data saved in an Ethics Commission temporary storage location for later retrieval and editing before the report or financial statement is filed is confidential and may not be disclosed. After the report or financial statement is filed with the Ethics Commission, the information disclosed in the filed report or financial statement is public information to the extent provided by the law requiring the filing of the report or financial statement. *Gov't Code 571.0671(d)*

Violations

A trustee serving in a school district that has adopted a resolution or that is subject to an order issued by the commissioner commits an offense if the trustee fails to file the statement required by the resolution or order. An offense under this section is a Class B misdemeanor. *Education Code 11.064(c)*

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Note: See also CBB for conflict of interest requirements when federal funds are involved.

Private Corporation

It is lawful for a local public official to serve as a member of the board of directors of private, nonprofit corporations when such officials receive no compensation or other remuneration from the nonprofit corporation or other nonprofit entity. *Local Gov't Code 171.009*

Attachment 5:

Statement of Assurance—**NOT APPLICABLE.**

Neither members of the board of directors nor proposed staff members have conflicts of interest (real or perceived) to be disclosed. Applicant will immediately provide, upon request, any additional information that may be useful in verifying this statement.

LONGVIEW LEAP
BOARD INFORMATION SHEET

Shawn Hara. Mr. Hara currently manages Community Relations for the City of Longview and previously served in a variety of other roles with the city that have prepared him well to play a key role in the management of East Texas Advanced Manufacturing Academy and LEAD, the district's early graduation high school. Having served in Longview municipal government for over sixteen years, Mr. Hara has a keen understanding of the city's growth trajectory and the opportunities that growth presents for the young people of the community. Mr. Hara holds an M.P.A. in Public Administration and a B.A. in History/Political Science from LeTourneau University. Documentation required to verify U.S. citizenship is attached.

Wayne Mansfield. Mr. Mansfield has served as President and CEO of the Longview Economic Development Corporation (LEDCO) since August 2016. In this role Mr. Mansfield is responsible for developing and implementing economic strategies, identifying and advancing economic development opportunities for Longview, as well as fostering relationships and handling negotiations with incentive prospects. Additionally, Mr. Mansfield focuses on management of LEDCO's business parks and other LEDCO owned properties and oversees the day to day management of LEDCO operations. Mansfield brings over 25 years of experience in economic development with a tremendous track record of success. He attended the University of Mississippi and the University of Memphis. Mr. Mansfield will advance the mission of Longview LEAP by ensuring that Longview students have the knowledge, skills, and connections that will enable them to secure and advance in high-demand, high-wage careers. Documentation required to verify U.S. citizenship is attached.

Keith Bonds. Mr. Bonds was named City Manager of Longview in 2018 after serving as Assistant City Manager since 2014. He is a Texas Licensed Professional Engineer with a B.S. degree in civil engineering from Texas A&M University. Prior to becoming Assistant City Manager, Mr. Bonds served in a variety of roles including Director of Public Works, Director of Water Utilities, and Utility Engineer, having worked for the city since 1999. The City of Longview operates under the Council-Manager form of government. The City Manager is hired by the City Council to implement policy, hire and fire city personnel, prepare the budget, and handle the daily administrative functions of the City. The role Mr. Bonds plays in the comprehensive oversight of city operations is excellent preparation for the responsibilities of the Longview LEAP board of directors.

LONGVIEW LEAP

Leadership Team Role

Mr. Gary Shane Kreuger will serve as Executive Director of Longview LEAP. In this role he will support and manage the school leaders assigned to the East Texas Advanced Manufacturing Academy and the Early Graduation High School. He will prepare the budgets for the schools for board approval in consultation with the school leaders. He will report to the board of directors with respect to the progress toward meeting contractual performance goals. He will support principals in the observation and evaluation of staff and have administrative authority over personnel matters.

LONGVIEW LEAP

School Leader Role

East Texas Advanced Manufacturing Academy. Mr. Jody Sanders will serve as leader of the Academy and will continue to have frontline oversight of campus personnel, student learning and progress management, as well as identifying opportunities to better serve students pursuing career pathways in advanced manufacturing. Mr. Sanders will report directly to the executive director of Longview Leap.

Longview Early Graduation High School. Ms. Kristi Means will serve as Principal of LEGHS and will continue to have frontline oversight of campus personnel, student learning and progress management, as well as identifying opportunities to better serve students wishing to accelerate graduation. Ms. Means will report directly to the executive director of Longview Leap.

Financial Plan Workbook

See Addendum 11 to the Performance Contract

Attachment 10: Financial Plan Narrative

Enrollment Assumptions

Grade Level	Number of Students – East TX Manufacturing Academy					
	Year 1 2020	Year 2 2021	Year 3 2022	Year 4 2023	Year 5 2024	At Capacity 2025
9						
10						
11	16	20	25	30	35	40
12	9	16	20	25	30	40
TOTAL	25	36	45	55	65	80

Grade Level	Number of Students – EGA High School					
	Year 1 2020	Year 2 2021	Year 3 2022	Year 4 2023	Year 5 2024	At Capacity 2025
9	17	17	18	19	19	19
10	35	36	37	37	38	38
11	43	45	47	48	49	49
12	21	22	23	24	25	25
TOTAL	116	120	125	128	128	128

Operating Revenue Assumptions

Operating revenue is estimated on the basis of local, state and federal funds generate by Longview ISD students enrolled in the Early Graduation Academy and Advanced Manufacturing Academy. In the interest of conservative planning, revenue estimates do not include funds that may be generated by students residing in other districts or from grant funding. The **Financial Workbook** incorporated as **Addendum 11** of the Performance Contract.

Budgetary Process

The Executive Director will develop the campus budget in consultation with the principals. The budget will reflect (1) deductions for services required to be purchased from LISD and (2)

deductions for optional services based on the service menu and price list published by the district. Budget allocations will align with performance goals and related metrics.

Federal and State Grants

The District has agreed to submit all federal and state grant applications by the deadline for grants LEAP decides to pursue for its campus, provided that LEAP's campus is eligible and that LEAP completes required submission materials at least three (3) days before the submission date.

Contracting, Purchasing and Procurement

LISD and LEAP agree to develop and establish systems and processes by mutual agreement for obtaining, contracting with, and paying vendors for goods and services to be acquired by LEAP or at the direction of LEAP. Systems established will provide the full extent of contracting, purchasing and procurement flexibility available to entities holding a Subchapter C campus charter. LEAP will ensure compliance with applicable state and federal contracting and payment laws. In those instances in which District action is necessary for procurement of goods or services, the District agrees to initiate such action within three (3) business days of LEAP's request and to notify LEAP immediately if additional information is necessary for the District to complete the required action or if other barriers to completion require resolution. LEAP reserves the right to contract for any services it deems beneficial in operation of the School. Purchases of goods with federal grant funds will be made by the District in compliance with its purchasing policies and procedures.

Accounting and Audits

LEAP shall comply with generally accepted fiscal management and accounting principles. The Parties shall comply with the financial performance goals detailed in Performance Contract **Addendum A-3**, which shall include, but are not limited to a completion or LEAP's annual financial report, receipt of an unqualified audit opinion, and specific consequences in the event that OP does not meet the financial performance goals. In addition to any audits required by Applicable Law, LEAP shall submit to the District within 180 days following the end of each fiscal year during the Term of this Agreement, financial statements audited by an independent certified public accountant. The District shall also retain the right to conduct at its own expense its own campus audit of the School Campus as it deems necessary. LEAP 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.

LEAP

**2019-2020 Local Campus Partner
Application**

Evaluation Form

Ratings and Criteria Overview

Evaluators will use the following criteria to rate applicant responses to the Request for Applications. Within each section, specific criteria define the expectations for a strong response that “Meets the Standard.” Evaluators will rate responses by applying the following guidance:

Rating	Characteristics
Meets the Standard	The response meets all of the criteria described in that section of the rubric. It reflects a thorough understanding of key issues. It addresses the topic with specific and accurate information that shows thorough preparation; presents a clear, realistic picture of how the school expects to operate; and inspires confidence in the applicant’s capacity to carry out the plan effectively.
Partially Meets the Standard	The response meets some of the criteria or lacks detail and/or requires additional information in one or more areas.
Does Not Meet the Standard	The response meets little to no of the criteria described in that section of the rubric, or it is wholly undeveloped or significantly incomplete; demonstrates lack of preparation; is unsuited to the mission of the authorizer or otherwise raises substantial concerns about the viability of the plan or the applicant’s ability to carry it out.

Recommendations from the Review Committee will be based on evaluation of the written application (narrative and attachments), independent due diligence, and the applicant interview (if applicable). **In addition to meeting the criteria that are specific to that section, each part of the proposal should align with the overall mission and vision, educational program, and operations and financial plans.**

Instructions for Evaluators

1. Fill in your name, the name of the applicant group, and the name of the proposed school. Click once on the grey boxes to begin typing.
2. **Complete the summary page last.** Type a summary of your analysis of each section into the box provided; it will expand as needed. This should be a paragraph outlining the overall strengths or weaknesses of the application section as a whole. It should summarize your findings and should not be cut and pasted from your subsection analysis.
3. For each subsection of the application, you should do the following during your initial individual analysis of the proposal:
 - a. Select a rating for that section. Click once on the gray box to select. If you are not able to check the box, please **HIGHLIGHT** your selection.
 - b. Use the “Comments” area to identify notable positive aspects of the response. Be sure to include page references where applicable. Also use this area to identify weaknesses and areas that should be explored during the debrief calls and/or capacity interview. Again, reference relevant page numbers.
4. If the applicant receives a score that qualifies them for a capacity interview:

- a. Select a final rating for that section. Click once on the gray box to select. If you are not able to check the box, please **HIGHLIGHT** your selection.
- b. Use the "After Capacity Interview" area to provide your final evaluation of that subsection based on the complete application record (proposal, due diligence if applicable, capacity interview). This analysis should support the final rating you select.
- c. Revise your summary page as needed.

Please note that your comments and evidence are as significant as your rating, and there should be clear alignment between the comments you provide and the rating you selected

COMPLETE THIS PAGE LAST.

Ratings Summary

Evaluator Name: Ginia Northcutt

Applicant Group: Longview Educates and Prospers LEAP

Proposed School Name: East Texas Advanced Manufacturing Academy, LEAD Early Graduation High School

Score Required for Capacity Interview (this will be the same for all applicants): Click or tap here to enter text.

Does this applicant qualify for a capacity interview? yes

SUMMARY COMMENTS

Each part of your summary comments should provide a clear understanding of your overall impression of the proposal as well as the most significant strengths and/or weaknesses. The summary comments for each section should support your rating for the section and should not be simply cut and pasted from your subsection analysis.

SECTION 2 — Educational Program		
Initial Application Review		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: The application was well written and easily understood.		
After Capacity Interview		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: LEAP understands the importance of providing educational opportunities that align with local industry and community needs. LEAP also understands that offering students the ability to graduate from high school with a marketable skill is advantageous to the student and the greater community of Longview and Gregg county. As stated in their application, LEAP aims to meet students where they are by engaging them in real world experiences that make high school exciting, relevant and aligned to high demand careers in our region.		

SECTION 3 — Governance, Operations Plan, and Capacity		
Initial Application Review		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: LEAP understands that while all students are required to master certain skills in school, they plan to lead the next generation in alternative learning environments.		
After Capacity Interview		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: In conjunction with the AMA, LEAP plans to develop the whole student and		

have them ready for success in college and or career. AMA will give students the unique opportunity for specialized knowledge in specific careers, thus giving them the opportunity as a high school graduate to have transferable skills that will lead to a lifetime of learning and success. I think the Board of Directors for LEAP has an understanding of how to govern the entity and has the expertise to be a working board that will connect not only with local industry to explore their needs and how AMA can meet them, but to reach beyond the LISD student and work with other high schools to offer all students in east Texas this unique opportunity.

SECTION 4 — Financial Plan		
Initial Application Review		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: LEAP produced a clear financial understanding and plan in their application.		
After Capacity Interview		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: During the capacity interview, LEAP showed a clear understanding of the financial plan.		

Section 1 — School Overview

This section is not rated separately by the evaluators. It provides the evaluators with a reference for each of the other sections of the application, which will be assessed, in part, for the quality of alignment with the School Overview.

Section 2 — Educational Program Design

A strong Educational Program is coherent overall and aligned internally with the school's mission and vision, Operations Plan, and Financial Plan.

Curriculum and Instructional Design

Effective Schools Framework Prioritized Lever 4 (High-Quality Curriculum) and 5 (Effective Instruction)

1. A strong response will provide evidence of the following:
 - a. A guaranteed and viable curriculum aligned to state standards (when applicable) that includes a scope and sequence for each grade level and/or content area;
 - b. A framework for a rigorous, quality instructional design that reflects the needs of the school's target population and will ensure all students meet or exceed the expectations of Texas state standards;
 - c. Sound instructional strategies that incorporate rigorous, high-quality experiences that promote critical-thinking skills and an explanation of why they are well-suited for the targeted student population;
 - d. Effective methods and systems for providing differentiated instruction to meet the needs of all students and plans to utilize an RTI model to identify and serve students with learning gaps;
 - e. A plan to maximize instructional time through consistent, efficient, and visible structures; and
 - f. A sound base for the proposed educational program in research, theory, and/or experience, including that it is likely to be rigorous, engaging, and effective for the anticipated student population.

Initial Application Review		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: Click or tap here to enter text.		
After Capacity Interview		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: Click or tap here to enter text.		

High School Graduation Requirements (*High Schools Only*)

2. A strong response will provide evidence of the following:
 - a. As **Attachment 1**, exit standards for graduating students. These should clearly set forth what students in the last grade served will know and be able to do and ensure student readiness for college or other post-secondary opportunities (e.g.,

trade school, military service, or entering the workforce); and

- b. Systems and structures the school will implement for students at risk of dropping out or not meeting exit standards.

Initial Application Review		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: Click or tap here to enter text.		
After Capacity Interview		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: Click or tap here to enter text.		

Special Populations and At-Risk Students

- 3. A strong response will provide evidence of the following:
 - a. Demonstrated understanding of – and capacity to fulfill – state and federal obligations and requirements pertaining to students with disabilities, students identified as intellectually gifted, and ELLs, including appropriate discipline procedures for students with disabilities.
 - b. A sound explanation of evidence from which the projection of anticipated special populations was derived;
 - c. A comprehensive and compelling plan for appropriate identification of students with special needs and to ensure they are served in the least-restrictive environment possible, have appropriate access to the general education curriculum and schoolwide educational, extra-curricular, and culture-building activities in ways that support their development, receive required and appropriate support services as outlined in their Individualized Education Plans and 504 plans, and participate in standardized testing;
 - d. A comprehensive and compelling plan for providing services to English Learners (ELs), including methods for appropriate identification of ELs, specific instructional programs, practices, and strategies the school will employ to ensure academic success and equitable access to the general education curriculum and core academic program for these students, plans for monitoring and evaluating student progress and success of ELs and for exiting them from services, and plan for including ELs in standardized testing and schoolwide educational, extra-curricular, and culture-building activities;
 - e. A comprehensive and compelling plan for providing services to students identified as intellectually gifted, including methods for appropriate identification of students, specific instructional programs, practices, and strategies the school will employ; and
 - f. Demonstrated understanding of – and capacity to fulfill – state and federal obligations and requirements pertaining to students with disabilities, ELs, and students identified as intellectually gifted.

Initial Application Review		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: Click or tap here to enter text.		
After Capacity Interview		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: Click or tap here to enter text.		

Student Recruitment and Enrollment

4. A strong response will provide evidence of the following:
- A sound and thoughtful student recruitment and marketing plan and timeline that will provide equal access to all interested students and families, including those in poverty, academically low-achieving students, students with disabilities, and other youth at risk of academic failure; and
 - As **Attachment 2**, an Enrollment Policy that complies with state law and that ensures the school will be open to all eligible students.

Initial Application Review		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS		
After Capacity Interview		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: Click or tap here to enter text.		

School Culture and Discipline

Effective Schools Framework Prioritized Lever 3 (Positive School Culture)

5. A strong response will provide evidence of the following:
- A vision for school culture or ethos that will promote high expectations, a positive and safe academic environment, and shared ownership of intellectual and social development for all students, including those with special needs, ELs, and students at risk of academic failure;
 - A coherent plan for establishing and maintaining the intended culture for students, teachers, administrators, and parents from the first day of school and throughout the school year and proposed mechanisms for monitoring campus climate;
 - A clear plan to create an inclusive and welcoming environment that will engage families in positive, constructive, and personalized ways that meaningfully contribute to the school culture;
 - A system of proactive and responsive student support services (e.g., counseling, mentoring, external service referrals) to meet student needs;
 - As **Attachment 3**, a student discipline policy that provides for appropriate and effective strategies to support a safe, orderly school climate and fulfillment of educational goals, promoting a strong school culture while respecting student rights;

- f. Legally sound policies for student discipline, suspension, and expulsion that do not indicate students will be removed in an inappropriate manner, as well as appeals, including proper processes for students with disabilities; and
- g. Systems and processes for tracking discipline referrals and interventions to identify trends and adapt activities accordingly.

Initial Application Review		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
After Capacity Interview		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard

Assessment and Evaluation

Effective Schools Framework Prioritized Lever 4 (High-Quality Curriculum)

6. A strong response will provide evidence of the following:
- a. Annual student performance goals that include targets aligned with the state accountability system;
 - b. An effective plan (including qualified personnel) and system to implement and interpret interim assessments that will measure academic progress – of individual students, student cohorts – throughout the school year, and strategies to employ corrective actions when needed;
 - c. A comprehensive, effective plan (including qualified personnel) and system for collecting and analyzing student academic achievement data, using the data to refine and improve instruction – including dedicated time for providing training and support to school leadership and teachers – and reporting the data to the school community. This should include identification of the student data system to be used, as well as qualified personnel who will be responsible for managing and interpreting the data for teachers and leading or coordinating data-driven professional development; and
 - d. Thoughtful, appropriate corrective actions that the school and network will take if either falls short of the goals at any level, including explanation of what would trigger such actions and who would implement them.

Initial Application Review		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
After Capacity Interview		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard

Section 3 — Governance, Operations Plan, and Capacity

A strong Operations Plan is coherent overall and aligned internally with the school's mission and vision, Educational Program, and Financial Plan.

Organizational Structure

7. A strong response will provide evidence of the following:
- As **Attachment 4**, an organizational chart that clearly indicates all positions and delineates appropriate lines of authority; and
 - The proposed school's legal status (e.g., non-profit and federal tax exempt) and structure that are in compliance with state law.

Initial Application Review		
<input type="checkbox"/> Meets the Standard	<input checked="" type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: Click or tap here to enter text.		
After Capacity Interview		
<input type="checkbox"/> Meets the Standard	<input checked="" type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: They need to look at Faith Newhouse's position on the Board		

Governing Board

8. A strong response will provide evidence of the following:
- The independence of the board as it relates to the authorizer;
 - Clear, appropriate plans for the board(s) to evaluate the success of the school(s) and school leader(s), including planned frequency of meetings and standing committees;
 - As **Attachment 5**, appropriate bylaws, proposed Code of Ethics and Conflict of Interest policy/procedures, and completed and signed statements of assurances that will minimize real or perceived conflicts;
 - As **Attachment 6**, a Board Member Information Sheet, resume, and proof of U.S. citizenship for each proposed Board Member to demonstrate that the proposed governing board members will contribute the wide range of knowledge, skills, and commitment needed to oversee a successful charter school, including educational, financial, legal, and community experience and expertise;
 - A sound plan and timeline for board recruitment, initial board training, expansion, orientation of new members, and ongoing training for members. Plan should include a thoughtful identification of desired experience and qualifications; and
 - Sufficient capacity within and/or an appropriate relationship to any pre-existing non-profit board.

Initial Application Review		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard

COMMENTS:		
After Capacity Interview		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: Click or tap here to enter text.		

Application Team Capacity

Effective Schools Framework Prioritized Lever 1 (Strong School Leadership and Planning)

9. A strong response will provide evidence of the following:
- As **Attachment 7**, the collective qualifications (documented by résumés and bios for all members) to implement the school design successfully, including capacities in areas such as school leadership, administration, and governance; curriculum, instruction, and assessment; performance management; and parent and community engagement; and
 - As **Attachment 8**, the proposed School Leader's experience in/ability to design, launch, and lead a school that effectively serves the target population, as well as evidence that the proposed leader is well-qualified to implement the specific educational program being proposed. Any identified leadership training is appropriate for and aligned with the educational program (*if the School Leader candidate(s) is identified*); or
 - As **Attachment 8**, the board and/or network's preparation and plan to recruit and retain a leader with the ability to lead a school that effectively serves the target population (*if School Leader candidate(s) is not yet identified*); and
 - Describe the plan to structure the work of the school leaders in the first year of operation and beyond, including how performance expectations will be clear, written, measurable, and aligned to the mission of the school.

Initial Application Review		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: Click or tap here to enter text.		
After Capacity Interview		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: Click or tap here to enter text.		

Staffing Plans, Hiring, Management, and Evaluation

Effective Schools Framework Prioritized Lever 2 (Effective, Well-Supported Teachers)

10. Provide evidence of the following:
- A recruitment and hiring strategy, including selection criteria, protocol, and timeline, that are likely to result in a strong staff that is well-suited to the school;
 - A plan for providing targeted and personalized support and development to retain a high-performing staff;
 - Identification of evaluation tools and processes that will capture trends and track and promote teacher progress over time; and

- d. Effective planning for unsatisfactory leadership/teacher performance and turnover.

Initial Application Review		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: Click or tap here to enter text.		
After Capacity Interview		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: Click or tap here to enter text.		

Professional Development

11. A strong response will provide evidence of the following:

- a. Allocation of responsibilities for professional development, including demonstrated understanding of, and preparation for, professional development needs and adult learning facilitation; and
- b. Professional development methods, calendar, and staffing that effectively support the education program and are likely to maximize success in improving student achievement, including an induction program that will prepare teachers to deliver any unique or particularly challenging aspects of the educational program.

Initial Application Review		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: Click or tap here to enter text.		
After Capacity Interview		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: Click or tap here to enter text.		

Facilities

12. A strong response will provide evidence of the following:

- a. Identification of an appropriate proposed school facility; or
- b. A sound plan and timeline for identifying, financing, renovating, and ensuring code compliance for a facility that will meet the requirements of the educational program and anticipated student population.

Initial Application Review		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: Click or tap here to enter text.		
After Capacity Interview		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: Click or tap here to enter text.		



Section 4 — Financial Plan

A strong Financial Plan is coherent overall and aligned internally with the school's mission and vision, Educational Program, and Organization Plan.

Financial Plan

13. A strong response will provide evidence of the following:
- Reasonable assurances that the partner will have sound systems, policies, and processes for financial planning, accounting, purchasing, and payroll, including a description of how it will establish and maintain strong internal controls, ensure compliance with all financial reporting requirements, and conduct independent annual financial and administrative audits;
 - That the school's leadership has a strong understanding of the appropriate delineation of roles and responsibilities among the administration and governing board regarding school finance;
 - That the school will ensure financial transparency, including plans for public adoption of the school's budget and public dissemination of its annual audit and an annual report;
14. As **Attachment 9**, a complete, realistic, and viable operating budget within the Financial Plan Workbook provided;
- As **Attachment 10**, a detailed budget narrative that clearly explains reasonable, well-supported revenue and cost assumptions, including grant/fundraising assumptions, including identifying the amount and sources of all anticipated funds, property, or other resources (noting which are secured vs. anticipated, and including evidence of firm commitments where applicable); and
 - Sound contingency planning to meet financial needs if anticipated revenues are not received or are lower than estimated.

Initial Application Review		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: Click or tap here to enter text.		
After Capacity Interview		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: Click or tap here to enter text.		

2019-2020 Local Campus Partner Application

Existing Partner/Experienced Partner Supplement
Evaluation Form

Existing Partner/Experienced Partner Supplement

(Limit: 5 Pages)

Targeted Plan

1. A strong response will provide evidence of the following:
 - a. As **Supplemental Attachment 1**, the experienced partner applicant or ESP's success in serving populations similar to the population that the applicant intends to serve, including evidence of academic success and successful management of non-academic school functions (e.g., back-office services, school operations, extracurricular programs);
 - b. As **Supplemental Attachment 2**, the financial health of the experienced partner applicant or ESP as demonstrated through an independent financial audit report and its most recent annual report; and
 - c. A clear description of any history of charter revocations, non-renewals, withdrawals, or failures to open for the experienced partner applicant or ESP.

Initial Application Review		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: Click or tap here to enter text.		
After Capacity Interview		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: Click or tap here to enter text.		

ESP Management Plan and Legal Relationship

1. A strong response will provide evidence of the following:
 - a. As **Supplemental Attachment 13**, a clear and appropriate Management Agreement that includes:
 - ✓ A detailed description of the roles and responsibilities of the ESP;
 - ✓ A detailed explanation of the scope of services and costs of all resources to be provided by the ESP;
 - ✓ A detailed description of the oversight and evaluation methods that the board will use to oversee the ESP, including schoolwide and student achievement results which the management organization is responsible for achieving, and a description of how often, and in what ways, the board will review and evaluate the ESP's progress toward achieving agreed-upon goals;
 - ✓ A detailed explanation of the conditions, standards, and procedures for board intervention if the management organization's performance is deemed unsatisfactory;
 - ✓ A detailed explanation of the compensation structure, including clear identification

- of all fees to be paid to the ESP and the schedule on which the ESP will receive compensation;
- ✓ A detailed explanation of the financial responsibilities of the ESP, including the ownership of items purchased with public funds, including which operating and capital expenditures each party will be responsible for assuming, what types of spending decisions the ESP can make without obtaining board approval, and what reports ESP submit to the board on financial performance and on what schedule;
 - ✓ A detailed description of the duration, renewal, and termination of the management agreement, including how often the management agreement may be renewed, the conditions that both the ESP and the school must satisfy for the management agreement to be renewed, and the procedures for determining whether the management agreement will be renewed;
 - ✓ A detailed description of the grounds for which the ESP or the school can terminate the management agreement for cause, including provisions for notice to the other party and any conditions under which either party may terminate the management agreement without cause;
 - ✓ An explanation and justification of any indemnification provisions in the event of default or breach by either party;
- b. A compelling plan for the operation of the school in the case that the management agreement is terminated;
- c. That the board is independent from the ESP and self-governing, including separate legal representation of each and arm's-length negotiating and no existing or potential conflicts of interest between the school's governing board and proposed ESP or any affiliated business entities;
- d. A clear and detailed explanation of the supervisory responsibilities of the ESP (if any), including which school employees the ESP will supervise, how the ESP will supervise these employees, and how the charter school board will oversee the ESP supervisory responsibilities;
- e. A detailed explanation and compelling justification of any lease, promissory notes, or other negotiable instruments, any lease-purchase agreements or other financing relationships with the ESP, including evidence that such agreements are separately documented and not part of or incorporated in the ESP agreement. Such agreements must be consistent with the school's authority to terminate the ESP agreement and continue operation of the school; and
- f. A detailed explanation and compelling justification of any loans, grants, or investments made between the ESP and the school, including an explanation and justification of how any such loans, grants, or investments may be initiated, repaid, and refused by the school.

Initial Application Review		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: Click or tap here to enter text.		
After Capacity Interview		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard

COMMENTS:

Dr. Hockenberry

LEAP

**2019-2020 Local Campus Partner
Application**

Evaluation Form

Ratings and Criteria Overview

Evaluators will use the following criteria to rate applicant responses to the Request for Applications. Within each section, specific criteria define the expectations for a strong response that “Meets the Standard.” Evaluators will rate responses by applying the following guidance:

Rating	Characteristics
Meets the Standard	The response meets all of the criteria described in that section of the rubric. It reflects a thorough understanding of key issues. It addresses the topic with specific and accurate information that shows thorough preparation; presents a clear, realistic picture of how the school expects to operate; and inspires confidence in the applicant’s capacity to carry out the plan effectively.
Partially Meets the Standard	The response meets some of the criteria or lacks detail and/or requires additional information in one or more areas.
Does Not Meet the Standard	The response meets little to no of the criteria described in that section of the rubric, or it is wholly undeveloped or significantly incomplete; demonstrates lack of preparation; is unsuited to the mission of the authorizer or otherwise raises substantial concerns about the viability of the plan or the applicant’s ability to carry it out.

Recommendations from the Review Committee will be based on evaluation of the written application (narrative and attachments), independent due diligence, and the applicant interview (if applicable). **In addition to meeting the criteria that are specific to that section, each part of the proposal should align with the overall mission and vision, educational program, and operations and financial plans.**

Instructions for Evaluators

1. Fill in your name, the name of the applicant group, and the name of the proposed school. Click once on the grey boxes to begin typing.
2. **Complete the summary page last.** Type a summary of your analysis of each section into the box provided; it will expand as needed. This should be a paragraph outlining the overall strengths or weaknesses of the application section as a whole. It should summarize your findings and should not be cut and pasted from your subsection analysis.
3. For each subsection of the application, you should do the following during your initial individual analysis of the proposal:
 - a. Select a rating for that section. Click once on the gray box to select. If you are not able to check the box, please **HIGHLIGHT** your selection.
 - b. Use the “Comments” area to identify notable positive aspects of the response. Be sure to include page references where applicable. Also use this area to identify weaknesses and areas that should be explored during the debrief calls and/or capacity interview. Again, reference relevant page numbers.
4. If the applicant receives a score that qualifies them for a capacity interview:

- a. Select a final rating for that section. Click once on the gray box to select. If you are not able to check the box, please **HIGHLIGHT** your selection.
- b. Use the "After Capacity Interview" area to provide your final evaluation of that subsection based on the complete application record (proposal, due diligence if applicable, capacity interview). This analysis should support the final rating you select.
- c. Revise your summary page as needed.

Please note that your comments and evidence are as significant as your rating, and there should be clear alignment between the comments you provide and the rating you selected.

COMPLETE THIS PAGE LAST.

Ratings Summary

Evaluator Name: James Hockenberry
Applicant Group: Longview Educates and Prospers (LEAP)
Proposed School Name: [Click or tap here to enter text.](#)

Score Required for Capacity Interview (this will be the same for all applicants): [Click or tap here to enter text.](#)

Does this applicant qualify for a capacity interview? Yes

SUMMARY COMMENTS

Each part of your summary comments should provide a clear understanding of your overall impression of the proposal as well as the most significant strengths and/or weaknesses. The summary comments for each section should support your rating for the section and should not be simply cut and pasted from your subsection analysis.

SECTION 2 — Educational Program		
Initial Application Review		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: The application was constructed well and highlighted a clear expectation of workforce development partnerships within the boundaries and extended boundaries of Longview.		
After Capacity Interview		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: The relationship with the City of Longview and the Economic Development Board creates a spectacular opportunity for the Career and Technical Education Programs of Longview ISD. Practical and real-world opportunities will be strengthened and magnified by the means of the proposed partnership.		

SECTION 3 — Governance, Operations Plan, and Capacity		
Initial Application Review		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: The plan is clear and identifies key elements to warrant advancement toward capacity interviews.		
After Capacity Interview		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: The capacity is crystal clear with the city stakeholders and skilled work professional serving on the board.		

SECTION 4 — Financial Plan

Initial Application Review

<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
--------------------------------------------------------	-------------------------------------------------------	-----------------------------------------------------

COMMENTS: I am satisfied that the partner can meet the financial expectations of the arrangement.

After Capacity Interview

<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
--------------------------------------------------------	-------------------------------------------------------	-----------------------------------------------------

COMMENTS: I appreciated the LEAP interview in identifying their role and also their need to learn and grow to meet the financial arrangements and expectations of the partnership. Acknowledgement that using LISD financial assistance and expertise was a welcome response.

Section 1 — School Overview

This section is not rated separately by the evaluators. It provides the evaluators with a reference for each of the other sections of the application, which will be assessed, in part, for the quality of alignment with the School Overview.

Section 2 — Educational Program Design

A strong Educational Program is coherent overall and aligned internally with the school's mission and vision, Operations Plan, and Financial Plan.

Curriculum and Instructional Design

Effective Schools Framework Prioritized Lever 4 (High-Quality Curriculum) and 5 (Effective Instruction)

1. A strong response will provide evidence of the following:
 - a. A guaranteed and viable curriculum aligned to state standards (when applicable) that includes a scope and sequence for each grade level and/or content area;
 - b. A framework for a rigorous, quality instructional design that reflects the needs of the school's target population and will ensure all students meet or exceed the expectations of Texas state standards;
 - c. Sound instructional strategies that incorporate rigorous, high-quality experiences that promote critical-thinking skills and an explanation of why they are well-suited for the targeted student population;
 - d. Effective methods and systems for providing differentiated instruction to meet the needs of all students and plans to utilize an RTI model to identify and serve students with learning gaps;
 - e. A plan to maximize instructional time through consistent, efficient, and visible structures; and
 - f. A sound base for the proposed educational program in research, theory, and/or experience, including that it is likely to be rigorous, engaging, and effective for the anticipated student population.

Initial Application Review		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: The application met the standard requirements		
After Capacity Interview		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: Although the application and capacity interview identified a suitable standard for curriculum and instructional design using the current CTE course selections and frameworks, I was especially impressed with the viable internships that will be immediately established upon execution of the contract agreement and implementation of the program vision.		

High School Graduation Requirements (High Schools Only)

2. A strong response will provide evidence of the following:
 - a. As **Attachment 1**, exit standards for graduating students. These should clearly set forth what students in the last grade served will know and be able to do and ensure student readiness for college or other post-secondary opportunities (e.g., trade school, military service, or entering the workforce); and
 - b. Systems and structures the school will implement for students at risk of dropping out or not meeting exit standards.

Initial Application Review		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: The application met the expected graduation requirements of the LISD and future partnership.		
After Capacity Interview		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: The final graduation plans of students will be met. By means of the partnership, the high school experience will be enhanced and workforce readiness will be magnified.		

Special Populations and At-Risk Students

3. A strong response will provide evidence of the following:
 - a. Demonstrated understanding of – and capacity to fulfill – state and federal obligations and requirements pertaining to students with disabilities, students identified as intellectually gifted, and ELLs, including appropriate discipline procedures for students with disabilities.
 - b. A sound explanation of evidence from which the projection of anticipated special populations was derived;
 - c. A comprehensive and compelling plan for appropriate identification of students with special needs and to ensure they are served in the least-restrictive environment possible, have appropriate access to the general education curriculum and schoolwide educational, extra-curricular, and culture-building activities in ways that support their development, receive required and appropriate support services as outlined in their Individualized Education Plans and 504 plans, and participate in standardized testing;
 - d. A comprehensive and compelling plan for providing services to English Learners (ELs), including methods for appropriate identification of ELs, specific instructional programs, practices, and strategies the school will employ to ensure academic success and equitable access to the general education curriculum and core academic program for these students, plans for monitoring and evaluating student progress and success of ELs and for exiting them from services, and plan for including ELs in standardized testing and schoolwide educational, extra-curricular, and culture-building activities;
 - e. A comprehensive and compelling plan for providing services to students identified as intellectually gifted, including methods for appropriate identification of students, specific instructional programs, practices, and strategies the school will employ; and

- f. Demonstrated understanding of – and capacity to fulfill – state and federal obligations and requirements pertaining to students with disabilities, ELs, and students identified as intellectually gifted.

Initial Application Review		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: The application met the standard requirements		
After Capacity Interview		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: Again, the minimum standard has been met and the opportunities can be life-changing for our students. Soon after the partnerships are firmly established, I would like to know business and industry entities that will bring our students real-work experiences.		

Student Recruitment and Enrollment

4. A strong response will provide evidence of the following:
- A sound and thoughtful student recruitment and marketing plan and timeline that will provide equal access to all interested students and families, including those in poverty, academically low-achieving students, students with disabilities, and other youth at risk of academic failure; and
 - As **Attachment 2**, an Enrollment Policy that complies with state law and that ensures the school will be open to all eligible students.

Initial Application Review		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: The application met the standard requirements		
After Capacity Interview		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: LISD recognizes that not all students will go to college. In fact, a large number of students will enter the workforce immediately after high school. The work and possible salary platform that will become available to LISD students is going to help recruit, enroll, and inform stakeholders, including but not limited to students to the program whole.		

School Culture and Discipline

Effective Schools Framework Prioritized Lever 3 (Positive School Culture)

5. A strong response will provide evidence of the following:
- A vision for school culture or ethos that will promote high expectations, a positive and safe academic environment, and shared ownership of intellectual and social development for all students, including those with special needs, ELs, and students at risk of academic failure;
 - A coherent plan for establishing and maintaining the intended culture for students,

- teachers, administrators, and parents from the first day of school and throughout the school year and proposed mechanisms for monitoring campus climate;
- c. A clear plan to create an inclusive and welcoming environment that will engage families in positive, constructive, and personalized ways that meaningfully contribute to the school culture;
 - d. A system of proactive and responsive student support services (e.g., counseling, mentoring, external service referrals) to meet student needs;
 - e. As **Attachment 3**, a student discipline policy that provides for appropriate and effective strategies to support a safe, orderly school climate and fulfillment of educational goals, promoting a strong school culture while respecting student rights;
 - f. Legally sound policies for student discipline, suspension, and expulsion that do not indicate students will be removed in an inappropriate manner, as well as appeals, including proper processes for students with disabilities; and
 - g. Systems and processes for tracking discipline referrals and interventions to identify trends and adapt activities accordingly.

Initial Application Review		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: The application met the standard requirements		
After Capacity Interview		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: A predominately hands-on and real work experience will fuel a positive culture. I am most impressed with this partnership and its ability to remove the stigma of "school" and instill "practical learning."		

Assessment and Evaluation

Effective Schools Framework Prioritized Lever 4 (High-Quality Curriculum)

6. A strong response will provide evidence of the following:
 - a. Annual student performance goals that include targets aligned with the state accountability system;
 - b. An effective plan (including qualified personnel) and system to implement and interpret interim assessments that will measure academic progress – of individual students, student cohorts – throughout the school year, and strategies to employ corrective actions when needed;
 - c. A comprehensive, effective plan (including qualified personnel) and system for collecting and analyzing student academic achievement data, using the data to refine and improve instruction – including dedicated time for providing training and support to school leadership and teachers – and reporting the data to the school community. This should include identification of the student data system to be used, as well as qualified personnel who will be responsible for managing and interpreting the data for teachers and leading or coordinating data-driven professional development; and
 - d. Thoughtful, appropriate corrective actions that the school and network will take if either falls short of the goals at any level, including explanation of what would trigger

such actions and who would implement them.

Initial Application Review		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: The application met the standard requirements		
After Capacity Interview		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: The goals of LEAP is clear – workforce development. The LEAP board is accountable not only to the LISD but also the City and County to develop a stronger and better prepared workforce.		

Section 3 — Governance, Operations Plan, and Capacity

A strong Operations Plan is coherent overall and aligned internally with the school's mission and vision, Educational Program, and Financial Plan.

Organizational Structure

7. A strong response will provide evidence of the following:
- As **Attachment 4**, an organizational chart that clearly indicates all positions and delineates appropriate lines of authority; and
 - The proposed school's legal status (e.g., non-profit and federal tax exempt) and structure that are in compliance with state law.

Initial Application Review		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: The application met the standard requirements		
After Capacity Interview		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: The LEAP entity as presented will meet all legal standards in compliance with state law. The organizational chart is not fully developed, but the framework and positions expectations and descriptions were verbally shared. In doing so, I was most confident a clear vision in place and it will be executed with success.		

Governing Board

8. A strong response will provide evidence of the following:
- The independence of the board as it relates to the authorizer;
 - Clear, appropriate plans for the board(s) to evaluate the success of the school(s) and school leader(s), including planned frequency of meetings and standing committees;
 - As **Attachment 5**, appropriate bylaws, proposed Code of Ethics and Conflict of Interest policy/procedures, and completed and signed statements of assurances that will minimize real or perceived conflicts;
 - As **Attachment 6**, a Board Member Information Sheet, resume, and proof of U.S. citizenship for each proposed Board Member to demonstrate that the proposed governing board members will contribute the wide range of knowledge, skills, and commitment needed to oversee a successful charter school, including educational, financial, legal, and community experience and expertise;
 - A sound plan and timeline for board recruitment, initial board training, expansion, orientation of new members, and ongoing training for members. Plan should include a thoughtful identification of desired experience and qualifications; and
 - Sufficient capacity within and/or an appropriate relationship to any pre-existing non-profit board.

Initial Application Review		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: The application met the standard requirements		
After Capacity Interview		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: The governing board is well educated and informed on relevant issues to the LEAP vision.		

Application Team Capacity

Effective Schools Framework Prioritized Lever 1 (Strong School Leadership and Planning)

9. A strong response will provide evidence of the following:
- As **Attachment 7**, the collective qualifications (documented by résumés and bios for all members) to implement the school design successfully, including capacities in areas such as school leadership, administration, and governance; curriculum, instruction, and assessment; performance management; and parent and community engagement; and
 - As **Attachment 8**, the proposed School Leader's experience in/ability to design, launch, and lead a school that effectively serves the target population, as well as evidence that the proposed leader is well-qualified to implement the specific educational program being proposed. Any identified leadership training is appropriate for and aligned with the educational program (*if the School Leader candidate(s) is identified*); or
 - As **Attachment 8**, the board and/or network's preparation and plan to recruit and retain a leader with the ability to lead a school that effectively serves the target population (*if School Leader candidate(s) is not yet identified*); and
 - Describe the plan to structure the work of the school leaders in the first year of operation and beyond, including how performance expectations will be clear, written, measurable, and aligned to the mission of the school.

Initial Application Review		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: The application met the standard requirements		
After Capacity Interview		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: The leadership capacity of LEAP is its greatest strength. Well-educated and professional individuals will lead the partnership. Furthermore, the proposal indicates a deep understanding of the strength in the relationship between authorizer and provider especially in their primary focus on workforce development.		

Staffing Plans, Hiring, Management, and Evaluation

Effective Schools Framework Prioritized Lever 2 (Effective, Well-Supported Teachers)

10. Provide evidence of the following:

- a. A recruitment and hiring strategy, including selection criteria, protocol, and timeline, that are likely to result in a strong staff that is well-suited to the school;
- b. A plan for providing targeted and personalized support and development to retain a high-performing staff;
- c. Identification of evaluation tools and processes that will capture trends and track and promote teacher progress over time; and
- d. Effective planning for unsatisfactory leadership/teacher performance and turnover.

Initial Application Review		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: The application met the standard requirements		
After Capacity Interview		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: Base up the evidence presented in the interview, LEAP will have no problem targeting and securing support in their efforts to recruit and retain high quality staff. Utilization of the Advanced Manufacturing Academy and its current staff brings a level of expertise to the partnership framework.		

Professional Development

11. A strong response will provide evidence of the following:

- a. Allocation of responsibilities for professional development, including demonstrated understanding of, and preparation for, professional development needs and adult learning facilitation; and
- b. Professional development methods, calendar, and staffing that effectively support the education program and are likely to maximize success in improving student achievement, including an induction program that will prepare teachers to deliver any unique or particularly challenging aspects of the educational program.

Initial Application Review		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: The application met the standard requirements		
After Capacity Interview		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: The LEAP will specialize in local workforce needs while adhering to the state curriculum standards. Several companies, to be named later, have a global presence with international training and development opportunities that staff, and ultimately the students, will become the benefactors.		

Facilities

12. A strong response will provide evidence of the following:

- a. Identification of an appropriate proposed school facility; or
- b. A sound plan and timeline for identifying, financing, renovating, and ensuring code compliance for a facility that will meet the requirements of the educational program and anticipated student population.

Initial Application Review		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: The application met the standard requirements		
After Capacity Interview		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: Adequate facilities are in place. Most machinery is in place as well. However, the need for additional equipment may become necessary and a plan is in place to purchase if necessary.		

Section 4 — Financial Plan

A strong Financial Plan is coherent overall and aligned internally with the school's mission and vision, Educational Program, and Organization Plan.

Financial Plan

13. A strong response will provide evidence of the following:
- a. Reasonable assurances that the partner will have sound systems, policies, and processes for financial planning, accounting, purchasing, and payroll, including a description of how it will establish and maintain strong internal controls, ensure compliance with all financial reporting requirements, and conduct independent annual financial and administrative audits;
 - b. That the school's leadership has a strong understanding of the appropriate delineation of roles and responsibilities among the administration and governing board regarding school finance;
 - c. That the school will ensure financial transparency, including plans for public adoption of the school's budget and public dissemination of its annual audit and an annual report;
14. As **Attachment 9**, a complete, realistic, and viable operating budget within the Financial Plan Workbook provided;
- a. As **Attachment 10**, a detailed budget narrative that clearly explains reasonable, well-supported revenue and cost assumptions, including grant/fundraising assumptions, including identifying the amount and sources of all anticipated funds, property, or other resources (noting which are secured vs. anticipated, and including evidence of firm commitments where applicable); and
 - b. Sound contingency planning to meet financial needs if anticipated revenues are not received or are lower than estimated.

Initial Application Review		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: The plan meets the standard.		
After Capacity Interview		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: Once the determination of resources becomes available, a more detailed plan will be required.		

Dr. Coleman

**Longview LEAP
2019-2020 Local Campus Partner
Application
Evaluation Form**

Ratings and Criteria Overview

Evaluators will use the following criteria to rate applicant responses to the Request for Applications. Within each section, specific criteria define the expectations for a strong response that "Meets the Standard." Evaluators will rate responses by applying the following guidance:

Rating	Characteristics
Meets the Standard	The response meets all of the criteria described in that section of the rubric. It reflects a thorough understanding of key issues. It addresses the topic with specific and accurate information that shows thorough preparation; presents a clear, realistic picture of how the school expects to operate; and inspires confidence in the applicant's capacity to carry out the plan effectively.
Partially Meets the Standard	The response meets some of the criteria or lacks detail and/or requires additional information in one or more areas.
Does Not Meet the Standard	The response meets little to no of the criteria described in that section of the rubric, or it is wholly undeveloped or significantly incomplete; demonstrates lack of preparation; is unsuited to the mission of the authorizer or otherwise raises substantial concerns about the viability of the plan or the applicant's ability to carry it out.

Recommendations from the Review Committee will be based on evaluation of the written application (narrative and attachments), independent due diligence, and the applicant interview (if applicable). **In addition to meeting the criteria that are specific to that section, each part of the proposal should align with the overall mission and vision, educational program, and operations and financial plans.**

Instructions for Evaluators

1. Fill in your name, the name of the applicant group, and the name of the proposed school. Click once on the grey boxes to begin typing.
2. **Complete the summary page last.** Type a summary of your analysis of each section into the box provided; it will expand as needed. This should be a paragraph outlining the overall strengths or weaknesses of the application section as a whole. It should summarize your findings and should not be cut and pasted from your subsection analysis.
3. For each subsection of the application, you should do the following during your initial individual analysis of the proposal:
 - a. Select a rating for that section. Click once on the gray box to select. If you are not able to check the box, please **HIGHLIGHT** your selection.
 - b. Use the "Comments" area to identify notable positive aspects of the response. Be sure to include page references where applicable. Also use this area to identify weaknesses and areas that should be explored during the debrief calls and/or capacity interview. Again, reference relevant page numbers.
4. If the applicant receives a score that qualifies them for a capacity interview:

- a. Select a final rating for that section. Click once on the gray box to select. If you are not able to check the box, please **HIGHLIGHT** your selection.
- b. Use the "After Capacity Interview" area to provide your final evaluation of that subsection based on the complete application record (proposal, due diligence if applicable, capacity interview). This analysis should support the final rating you select.
- c. Revise your summary page as needed.

Please note that your comments and evidence are as significant as your rating, and there should be clear alignment between the comments you provide and the rating you selected.

COMPLETE THIS PAGE LAST.

Ratings Summary

Evaluator Name: Dr. J. Craig Coleman

Applicant Group: Longview LEAP

Proposed School Name: Longview Early Graduation HS, East Texas Manufacturing Academy

Score Required for Capacity Interview (this will be the same for all applicants): [Click or tap here to enter text.](#)

Does this applicant qualify for a capacity interview? [Click or tap here to enter text.](#)

SUMMARY COMMENTS

Each part of your summary comments should provide a clear understanding of your overall impression of the proposal as well as the most significant strengths and/or weaknesses. The summary comments for each section should support your rating for the section and should not be simply cut and pasted from your subsection analysis.

SECTION 2 — Educational Program		
Initial Application Review		
<input type="checkbox"/> Meets the Standard	<input checked="" type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: It would be beneficial to delve a little deeper into the actual curriculum. What could the program look like for a typical student?		
After Capacity Interview		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: A focus on internships and apprenticeships for students looking to enter the workforce or other avenues after graduation. This is exciting because the partnership can be responsive to business needs as they are determined in the community.		

SECTION 3 — Governance, Operations Plan, and Capacity		
Initial Application Review		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: Click or tap here to enter text.		
After Capacity Interview		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: Click or tap here to enter text.		

SECTION 4 — Financial Plan		
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Initial Application Review Meets the Standard Partially Meets the Standard Does Not Meet the Standard

COMMENTS: I would like to see a full plan of how the organization would utilize the funding revenues.

After Capacity Interview Meets the Standard Partially Meets the Standard Does Not Meet the Standard

COMMENTS: The organization plans to provide equipment and supplies needed for opportunities as well as hiring specialists in these areas for instructing students.

Section 1 — School Overview

This section is not rated separately by the evaluators. It provides the evaluators with a reference for each of the other sections of the application, which will be assessed, in part, for the quality of alignment with the School Overview.

Section 2 — Educational Program Design

A strong Educational Program is coherent overall and aligned internally with the school's mission and vision, Operations Plan, and Financial Plan.

Curriculum and Instructional Design

Effective Schools Framework Prioritized Lever 4 (High-Quality Curriculum) and 5 (Effective Instruction)

1. A strong response will provide evidence of the following:
 - a. A guaranteed and viable curriculum aligned to state standards (when applicable) that includes a scope and sequence for each grade level and/or content area;
 - b. A framework for a rigorous, quality instructional design that reflects the needs of the school's target population and will ensure all students meet or exceed the expectations of Texas state standards;
 - c. Sound instructional strategies that incorporate rigorous, high-quality experiences that promote critical-thinking skills and an explanation of why they are well-suited for the targeted student population;
 - d. Effective methods and systems for providing differentiated instruction to meet the needs of all students and plans to utilize an RTI model to identify and serve students with learning gaps;
 - e. A plan to maximize instructional time through consistent, efficient, and visible structures; and
 - f. A sound base for the proposed educational program in research, theory, and/or experience, including that it is likely to be rigorous, engaging, and effective for the anticipated student population.

Initial Application Review		
<input type="checkbox"/> Meets the Standard	<input checked="" type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: Please provide more details on the actual program and how it would look for the typical student.		
After Capacity Interview		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: The program is going to be responsive to the community's needs.		

High School Graduation Requirements (*High Schools Only*)

2. A strong response will provide evidence of the following:
 - a. As **Attachment 1**, exit standards for graduating students. These should clearly set forth what students in the last grade served will know and be able to do and ensure student readiness for college or other post-secondary opportunities (e.g.,

trade school, military service, or entering the workforce); and

- b. Systems and structures the school will implement for students at risk of dropping out or not meeting exit standards.

Initial Application Review		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: Click or tap here to enter text.		
After Capacity Interview		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: Click or tap here to enter text.		

Special Populations and At-Risk Students

3. A strong response will provide evidence of the following:
- Demonstrated understanding of – and capacity to fulfill – state and federal obligations and requirements pertaining to students with disabilities, students identified as intellectually gifted, and ELLs, including appropriate discipline procedures for students with disabilities.
 - A sound explanation of evidence from which the projection of anticipated special populations was derived;
 - A comprehensive and compelling plan for appropriate identification of students with special needs and to ensure they are served in the least-restrictive environment possible, have appropriate access to the general education curriculum and schoolwide educational, extra-curricular, and culture-building activities in ways that support their development, receive required and appropriate support services as outlined in their Individualized Education Plans and 504 plans, and participate in standardized testing;
 - A comprehensive and compelling plan for providing services to English Learners (ELs), including methods for appropriate identification of ELs, specific instructional programs, practices, and strategies the school will employ to ensure academic success and equitable access to the general education curriculum and core academic program for these students, plans for monitoring and evaluating student progress and success of ELs and for exiting them from services, and plan for including ELs in standardized testing and schoolwide educational, extra-curricular, and culture-building activities;
 - A comprehensive and compelling plan for providing services to students identified as intellectually gifted, including methods for appropriate identification of students, specific instructional programs, practices, and strategies the school will employ; and
 - Demonstrated understanding of – and capacity to fulfill – state and federal obligations and requirements pertaining to students with disabilities, ELs, and students identified as intellectually gifted.

Initial Application Review

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
COMMENTS: The organization will work with the District's Special Programs to ensure that student needs are met.		
After Capacity Interview		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: In fact, this will actually be beneficial for students who have struggled in the traditional high school setting.		

Student Recruitment and Enrollment

4. A strong response will provide evidence of the following:
- A sound and thoughtful student recruitment and marketing plan and timeline that will provide equal access to all interested students and families, including those in poverty, academically low-achieving students, students with disabilities, and other youth at risk of academic failure; and
 - As **Attachment 2**, an Enrollment Policy that complies with state law and that ensures the school will be open to all eligible students.

Initial Application Review		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: Will serve the district as an open enrollment charter.		
After Capacity Interview		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: Click or tap here to enter text.		

School Culture and Discipline

Effective Schools Framework Prioritized Lever 3 (Positive School Culture)

5. A strong response will provide evidence of the following:
- A vision for school culture or ethos that will promote high expectations, a positive and safe academic environment, and shared ownership of intellectual and social development for all students, including those with special needs, ELs, and students at risk of academic failure;
 - A coherent plan for establishing and maintaining the intended culture for students, teachers, administrators, and parents from the first day of school and throughout the school year and proposed mechanisms for monitoring campus climate;
 - A clear plan to create an inclusive and welcoming environment that will engage families in positive, constructive, and personalized ways that meaningfully contribute to the school culture;
 - A system of proactive and responsive student support services (e.g., counseling, mentoring, external service referrals) to meet student needs;
 - As **Attachment 3**, a student discipline policy that provides for appropriate and effective strategies to support a safe, orderly school climate and fulfillment of educational goals,

- promoting a strong school culture while respecting student rights;
- f. Legally sound policies for student discipline, suspension, and expulsion that do not indicate students will be removed in an inappropriate manner, as well as appeals, including proper processes for students with disabilities; and
 - g. Systems and processes for tracking discipline referrals and interventions to identify trends and adapt activities accordingly.

Initial Application Review		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: Will adhere to the district's student code of conduct and discipline plan for the first year of operation in order to evaluate.		
After Capacity Interview		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: Click or tap here to enter text.		

Assessment and Evaluation

Effective Schools Framework Prioritized Lever 4 (High-Quality Curriculum)

6. A strong response will provide evidence of the following:
 - a. Annual student performance goals that include targets aligned with the state accountability system;
 - b. An effective plan (including qualified personnel) and system to implement and interpret interim assessments that will measure academic progress – of individual students, student cohorts – throughout the school year, and strategies to employ corrective actions when needed;
 - c. A comprehensive, effective plan (including qualified personnel) and system for collecting and analyzing student academic achievement data, using the data to refine and improve instruction – including dedicated time for providing training and support to school leadership and teachers – and reporting the data to the school community. This should include identification of the student data system to be used, as well as qualified personnel who will be responsible for managing and interpreting the data for teachers and leading or coordinating data-driven professional development; and
 - d. Thoughtful, appropriate corrective actions that the school and network will take if either falls short of the goals at any level, including explanation of what would trigger such actions and who would implement them.

Initial Application Review		
<input type="checkbox"/> Meets the Standard	<input checked="" type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: I would like to see further information on how the organization will assess, especially for the formation of student internships and apprenticeships.		
After Capacity Interview		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: The organization and district will work together to determine the formative assessments needed in order to meet the goals.		

Section 3 — Governance, Operations Plan, and Capacity

A strong Operations Plan is coherent overall and aligned internally with the school's mission and vision, Educational Program, and Financial Plan.

Organizational Structure

7. A strong response will provide evidence of the following:
- As **Attachment 4**, an organizational chart that clearly indicates all positions and delineates appropriate lines of authority; and
 - The proposed school's legal status (e.g., non-profit and federal tax exempt) and structure that are in compliance with state law.

Initial Application Review		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: Click or tap here to enter text.		
After Capacity Interview		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: Click or tap here to enter text.		

Governing Board

8. A strong response will provide evidence of the following:
- The independence of the board as it relates to the authorizer;
 - Clear, appropriate plans for the board(s) to evaluate the success of the school(s) and school leader(s), including planned frequency of meetings and standing committees;
 - As **Attachment 5**, appropriate bylaws, proposed Code of Ethics and Conflict of Interest policy/procedures, and completed and signed statements of assurances that will minimize real or perceived conflicts;
 - As **Attachment 6**, a Board Member Information Sheet, resume, and proof of U.S. citizenship for each proposed Board Member to demonstrate that the proposed governing board members will contribute the wide range of knowledge, skills, and commitment needed to oversee a successful charter school, including educational, financial, legal, and community experience and expertise;
 - A sound plan and timeline for board recruitment, initial board training, expansion, orientation of new members, and ongoing training for members. Plan should include a thoughtful identification of desired experience and qualifications; and
 - Sufficient capacity within and/or an appropriate relationship to any pre-existing non-profit board.

Initial Application Review		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard

COMMENTS:		
After Capacity Interview		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: Click or tap here to enter text.		

Application Team Capacity

Effective Schools Framework Prioritized Lever 1 (Strong School Leadership and Planning)

9. A strong response will provide evidence of the following:
- As **Attachment 7**, the collective qualifications (documented by résumés and bios for all members) to implement the school design successfully, including capacities in areas such as school leadership, administration, and governance; curriculum, instruction, and assessment; performance management; and parent and community engagement; and
 - As **Attachment 8**, the proposed School Leader's experience in/ability to design, launch, and lead a school that effectively serves the target population, as well as evidence that the proposed leader is well-qualified to implement the specific educational program being proposed. Any identified leadership training is appropriate for and aligned with the educational program (*if the School Leader candidate(s) is identified*); or
 - As **Attachment 8**, the board and/or network's preparation and plan to recruit and retain a leader with the ability to lead a school that effectively serves the target population (*if School Leader candidate(s) is not yet identified*); and
 - Describe the plan to structure the work of the school leaders in the first year of operation and beyond, including how performance expectations will be clear, written, measurable, and aligned to the mission of the school.

Initial Application Review		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: Click or tap here to enter text.		
After Capacity Interview		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: Click or tap here to enter text.		

Staffing Plans, Hiring, Management, and Evaluation

Effective Schools Framework Prioritized Lever 2 (Effective, Well-Supported Teachers)

10. Provide evidence of the following:
- A recruitment and hiring strategy, including selection criteria, protocol, and timeline, that are likely to result in a strong staff that is well-suited to the school;
 - A plan for providing targeted and personalized support and development to retain a high-performing staff;
 - Identification of evaluation tools and processes that will capture trends and track and promote teacher progress over time; and

- d. Effective planning for unsatisfactory leadership/teacher performance and turnover.

Initial Application Review		
<input type="checkbox"/> Meets the Standard	<input checked="" type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: I would like to know more about an additional personnel that the organization feels that it would need in order to meet its goals.		
After Capacity Interview		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: Again, the organization will evaluate the current staffing and make recommendations as needed.		

Professional Development

11. A strong response will provide evidence of the following:
- Allocation of responsibilities for professional development, including demonstrated understanding of, and preparation for, professional development needs and adult learning facilitation; and
 - Professional development methods, calendar, and staffing that effectively support the education program and are likely to maximize success in improving student achievement, including an induction program that will prepare teachers to deliver any unique or particularly challenging aspects of the educational program.

Initial Application Review		
<input type="checkbox"/> Meets the Standard	<input checked="" type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: Are there specific areas of PD that the organization can foresee needing to provide for the staff?		
After Capacity Interview		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: PD will be based upon the organization's assessment of community and business needs. This may change from time-to-time.		

Facilities

12. A strong response will provide evidence of the following:
- Identification of an appropriate proposed school facility; or
 - A sound plan and timeline for identifying, financing, renovating, and ensuring code compliance for a facility that will meet the requirements of the educational program and anticipated student population.

Initial Application Review		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: Will use the district's facilities.		
After Capacity Interview		

Meets the Standard

Partially Meets the Standard

Does Not Meet the Standard

COMMENTS: Click or tap here to enter text.

Section 4 — Financial Plan

A strong Financial Plan is coherent overall and aligned internally with the school’s mission and vision, Educational Program, and Organization Plan.

Financial Plan

13. A strong response will provide evidence of the following:
- a. Reasonable assurances that the partner will have sound systems, policies, and processes for financial planning, accounting, purchasing, and payroll, including a description of how it will establish and maintain strong internal controls, ensure compliance with all financial reporting requirements, and conduct independent annual financial and administrative audits;
 - b. That the school’s leadership has a strong understanding of the appropriate delineation of roles and responsibilities among the administration and governing board regarding school finance;
 - c. That the school will ensure financial transparency, including plans for public adoption of the school’s budget and public dissemination of its annual audit and an annual report;
14. As **Attachment 9**, a complete, realistic, and viable operating budget within the Financial Plan Workbook provided;
- a. As **Attachment 10**, a detailed budget narrative that clearly explains reasonable, well-supported revenue and cost assumptions, including grant/fundraising assumptions, including identifying the amount and sources of all anticipated funds, property, or other resources (noting which are secured vs. anticipated, and including evidence of firm commitments where applicable); and
 - b. Sound contingency planning to meet financial needs if anticipated revenues are not received or are lower than estimated.

Initial Application Review		
<input type="checkbox"/> Meets the Standard	<input checked="" type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: Can the organization provide us with a proposed budget for the first year of operation?		
After Capacity Interview		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: Click or tap here to enter text.		

2019-2020 Local Campus Partner Application

Existing Partner/Experienced Partner Supplement

Evaluation Form

Existing Partner/Experienced Partner Supplement

(Limit: 5 Pages)

Targeted Plan

1. A strong response will provide evidence of the following:
 - a. As **Supplemental Attachment 1**, the experienced partner applicant or ESP's success in serving populations similar to the population that the applicant intends to serve, including evidence of academic success and successful management of non-academic school functions (e.g., back-office services, school operations, extracurricular programs);
 - b. As **Supplemental Attachment 2**, the financial health of the experienced partner applicant or ESP as demonstrated through an independent financial audit report and its most recent annual report; and
 - c. A clear description of any history of charter revocations, non-renewals, withdrawals, or failures to open for the experienced partner applicant or ESP.

Initial Application Review		
<input type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: Click or tap here to enter text.		
After Capacity Interview		
<input type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: Click or tap here to enter text.		

ESP Management Plan and Legal Relationship

1. A strong response will provide evidence of the following:
 - a. As **Supplemental Attachment 13**, a clear and appropriate Management Agreement that includes:
 - ✓ A detailed description of the roles and responsibilities of the ESP;
 - ✓ A detailed explanation of the scope of services and costs of all resources to be provided by the ESP;
 - ✓ A detailed description of the oversight and evaluation methods that the board will use to oversee the ESP, including schoolwide and student achievement results which the management organization is responsible for achieving, and a description of how often, and in what ways, the board will review and evaluate the ESP's progress toward achieving agreed-upon goals;
 - ✓ A detailed explanation of the conditions, standards, and procedures for board intervention if the management organization's performance is deemed unsatisfactory;
 - ✓ A detailed explanation of the compensation structure, including clear identification

- of all fees to be paid to the ESP and the schedule on which the ESP will receive compensation;
 - ✓ A detailed explanation of the financial responsibilities of the ESP, including the ownership of items purchased with public funds, including which operating and capital expenditures each party will be responsible for assuming, what types of spending decisions the ESP can make without obtaining board approval, and what reports ESP submit to the board on financial performance and on what schedule;
 - ✓ A detailed description of the duration, renewal, and termination of the management agreement, including how often the management agreement may be renewed, the conditions that both the ESP and the school must satisfy for the management agreement to be renewed, and the procedures for determining whether the management agreement will be renewed;
 - ✓ A detailed description of the grounds for which the ESP or the school can terminate the management agreement for cause, including provisions for notice to the other party and any conditions under which either party may terminate the management agreement without cause;
 - ✓ An explanation and justification of any indemnification provisions in the event of default or breach by either party;
- b. A compelling plan for the operation of the school in the case that the management agreement is terminated;
 - c. That the board is independent from the ESP and self-governing, including separate legal representation of each and arm's-length negotiating and no existing or potential conflicts of interest between the school's governing board and proposed ESP or any affiliated business entities;
 - d. A clear and detailed explanation of the supervisory responsibilities of the ESP (if any), including which school employees the ESP will supervise, how the ESP will supervise these employees, and how the charter school board will oversee the ESP supervisory responsibilities;
 - e. A detailed explanation and compelling justification of any lease, promissory notes, or other negotiable instruments, any lease-purchase agreements or other financing relationships with the ESP, including evidence that such agreements are separately documented and not part of or incorporated in the ESP agreement. Such agreements must be consistent with the school's authority to terminate the ESP agreement and continue operation of the school; and
 - f. A detailed explanation and compelling justification of any loans, grants, or investments made between the ESP and the school, including an explanation and justification of how any such loans, grants, or investments may be initiated, repaid, and refused by the school.

Initial Application Review		
<input type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: Click or tap here to enter text.		
After Capacity Interview		
<input type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard

COMMENTS:

LEAP

**2019-2020 Local Campus Partner
Application**

Evaluation Form

Ratings and Criteria Overview

Evaluators will use the following criteria to rate applicant responses to the Request for Applications. Within each section, specific criteria define the expectations for a strong response that "Meets the Standard." Evaluators will rate responses by applying the following guidance:

Rating	Characteristics
Meets the Standard	The response meets all of the criteria described in that section of the rubric. It reflects a thorough understanding of key issues. It addresses the topic with specific and accurate information that shows thorough preparation; presents a clear, realistic picture of how the school expects to operate; and inspires confidence in the applicant's capacity to carry out the plan effectively.
Partially Meets the Standard	The response meets some of the criteria or lacks detail and/or requires additional information in one or more areas.
Does Not Meet the Standard	The response meets little to no of the criteria described in that section of the rubric, or it is wholly undeveloped or significantly incomplete; demonstrates lack of preparation; is unsuited to the mission of the authorizer or otherwise raises substantial concerns about the viability of the plan or the applicant's ability to carry it out.

Recommendations from the Review Committee will be based on evaluation of the written application (narrative and attachments), independent due diligence, and the applicant interview (if applicable). **In addition to meeting the criteria that are specific to that section, each part of the proposal should align with the overall mission and vision, educational program, and operations and financial plans.**

Instructions for Evaluators

1. Fill in your name, the name of the applicant group, and the name of the proposed school. Click once on the grey boxes to begin typing.
2. **Complete the summary page last.** Type a summary of your analysis of each section into the box provided; it will expand as needed. This should be a paragraph outlining the overall strengths or weaknesses of the application section as a whole. It should summarize your findings and should not be cut and pasted from your subsection analysis.
3. For each subsection of the application, you should do the following during your initial individual analysis of the proposal:
 - a. Select a rating for that section. Click once on the gray box to select. If you are not able to check the box, please **HIGHLIGHT** your selection.
 - b. Use the "Comments" area to identify notable positive aspects of the response. Be sure to include page references where applicable. Also use this area to identify weaknesses and areas that should be explored during the debrief calls and/or capacity interview. Again, reference relevant page numbers.
4. If the applicant receives a score that qualifies them for a capacity interview:

- a. Select a final rating for that section. Click once on the gray box to select. If you are not able to check the box, please **HIGHLIGHT** your selection.
- b. Use the "After Capacity Interview" area to provide your final evaluation of that subsection based on the complete application record (proposal, due diligence if applicable, capacity interview). This analysis should support the final rating you select.
- c. Revise your summary page as needed.

Please note that your comments and evidence are as significant as your rating, and there should be clear alignment between the comments you provide and the rating you selected.

COMPLETE THIS PAGE LAST.

Ratings Summary

Evaluator Name: Dr. Alex Flores

Applicant Group: Longview Educates and Prospers (LEAP)

Proposed School Name: East Texas Advanced Manufacturing Academy (AMA) and Longview Early Graduation High School (LEGHS)

Score Required for Capacity Interview (this will be the same for all applicants): [Click or tap here to enter text.](#)

Does this applicant qualify for a capacity interview? Yes

SUMMARY COMMENTS

Each part of your summary comments should provide a clear understanding of your overall impression of the proposal as well as the most significant strengths and/or weaknesses. The summary comments for each section should support your rating for the section and should not be simply cut and pasted from your subsection analysis.

SECTION 2 — Educational Program		
Initial Application Review		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: The overall educational programs being proposed by the Longview Educates and Prospers (LEAP) non-profit organization meet the standards required to successfully advance toward the next step in the approval process. The focus on Career and Technology Education (AMA) and Early Graduation (LEGHS) programs of these campuses meet the needs of the targeted student populations of the Longview community through work-based learning experiences, real-life application, and industry-based certifications. These programs additionally provide the flexibility needed for unconventional students to successfully graduate and establish career pathways and opportunities for the future and beyond. By closely aligning and working with Longview ISD through their learning support system and structures, students with learning challenges and achievement gaps will receive the same high-quality services as their counterparts who attend traditional LISD comprehensive campuses.		
After Capacity Interview		
<input type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: Click or tap here to enter text.		

SECTION 3 — Governance, Operations Plan, and Capacity		
Initial Application Review		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: The governance, operations, and capacity plans presented by the applicant		

currently meet the standards required to proceed and advance towards the next step in the approval process. The governance portion of this section meets consistent standards and expectations under these terms. Additionally, the capacity presented by the proposed Board of Directors and Team Leaders displays a high level of competency in terms of the needs and expectations of Texas public education along with a deep knowledge of both the needs and potential of Longview community. The operations portion of this application is expected be further developed in close collaboration with LISD central administration moving forward.

After Capacity Interview

Meets the Standard Partially Meets the Standard Does Not Meet the Standard

COMMENTS: Click or tap here to enter text.

SECTION 4 — Financial Plan

Initial Application Review

Meets the Standard Partially Meets the Standard Does Not Meet the Standard

COMMENTS: The financial section of this application meets the standards required to proceed and advance towards the next step in the approval process since the applicant will work closely with LISD central administration to set and manage the campus budget based on the articulated parameters of the performance contract.

After Capacity Interview

Meets the Standard Partially Meets the Standard Does Not Meet the Standard

COMMENTS: Click or tap here to enter text.

Section 1 — School Overview

This section is not rated separately by the evaluators. It provides the evaluators with a reference for each of the other sections of the application, which will be assessed, in part, for the quality of alignment with the School Overview.

Section 2 — Educational Program Design

A strong Educational Program is coherent overall and aligned internally with the school's mission and vision, Operations Plan, and Financial Plan.

Curriculum and Instructional Design

Effective Schools Framework Prioritized Lever 4 (High-Quality Curriculum) and 5 (Effective Instruction)

1. A strong response will provide evidence of the following:
 - a. A guaranteed and viable curriculum aligned to state standards (when applicable) that includes a scope and sequence for each grade level and/or content area;
 - b. A framework for a rigorous, quality instructional design that reflects the needs of the school's target population and will ensure all students meet or exceed the expectations of Texas state standards;
 - c. Sound instructional strategies that incorporate rigorous, high-quality experiences that promote critical-thinking skills and an explanation of why they are well-suited for the targeted student population;
 - d. Effective methods and systems for providing differentiated instruction to meet the needs of all students and plans to utilize an RTI model to identify and serve students with learning gaps;
 - e. A plan to maximize instructional time through consistent, efficient, and visible structures; and
 - f. A sound base for the proposed educational program in research, theory, and/or experience, including that it is likely to be rigorous, engaging, and effective for the anticipated student population.

Initial Application Review		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
<p>COMMENTS: The curriculum and instructional design framework for both the AMA and LEGHS campuses are rooted in rigorous academic standards and sound research-based instructional practices as presented. Target populations and their subsequent needs are identified and addressed through such strategies as work-based learning experiences, real-life application, and pathways to viable "stackable" industry-based certifications. Closely articulated collaboration with the school district will ensure that effective Response to Intervention (RTI) strategies are applied for students with learning and achievement gaps. Through the application of School by Design tools and structure, instructional time should be maximized for effective learning as well.</p>		
After Capacity Interview		
<input type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard

COMMENTS: Click or tap here to enter text.

High School Graduation Requirements (*High Schools Only*)

2. A strong response will provide evidence of the following:
 - a. As **Attachment 1**, exit standards for graduating students. These should clearly set forth what students in the last grade served will know and be able to do and ensure student readiness for college or other post-secondary opportunities (e.g., trade school, military service, or entering the workforce); and
 - b. Systems and structures the school will implement for students at risk of dropping out or not meeting exit standards.

Initial Application Review		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: By following the graduation policies and requirements of the Longview Independent School District, the applicant entity meets the graduation requirements of this section. By articulating an approach focused on personalized learning and a commitment to leveraging existing resources as needed while working in close collaboration with LISD, the applicant is articulating a viable approach to addressing at-risk populations.		
After Capacity Interview		
<input type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: Click or tap here to enter text.		

Special Populations and At-Risk Students

3. A strong response will provide evidence of the following:
 - a. Demonstrated understanding of – and capacity to fulfill – state and federal obligations and requirements pertaining to students with disabilities, students identified as intellectually gifted, and ELLs, including appropriate discipline procedures for students with disabilities.
 - b. A sound explanation of evidence from which the projection of anticipated special populations was derived;
 - c. A comprehensive and compelling plan for appropriate identification of students with special needs and to ensure they are served in the least-restrictive environment possible, have appropriate access to the general education curriculum and schoolwide educational, extra-curricular, and culture-building activities in ways that support their development, receive required and appropriate support services as outlined in their Individualized Education Plans and 504 plans, and participate in standardized testing;
 - d. A comprehensive and compelling plan for providing services to English Learners (ELs), including methods for appropriate identification of ELs, specific instructional programs, practices, and strategies the school will employ to ensure academic success and equitable access to the general education curriculum and core academic program for

these students, plans for monitoring and evaluating student progress and success of ELs and for exiting them from services, and plan for including ELs in standardized testing and schoolwide educational, extra-curricular, and culture-building activities;

- e. A comprehensive and compelling plan for providing services to students identified as intellectually gifted, including methods for appropriate identification of students, specific instructional programs, practices, and strategies the school will employ; and
- f. Demonstrated understanding of – and capacity to fulfill – state and federal obligations and requirements pertaining to students with disabilities, ELs, and students identified as intellectually gifted.

Initial Application Review		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
<p>COMMENTS: The applicant is basing its enrollment projections and approaches for addressing special populations in direct reflection of LISD enrollment trends, systems, and structures currently in place for the identification, service, and support of such populations. Further, the applicant has articulated a proficient level of competency in terms of policies and regulations by the leadership team (which are current LISD administrators) which will ensure compliance of all Federal, State, and Local requirements.</p>		
After Capacity Interview		
<input type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
<p>COMMENTS: Click or tap here to enter text.</p>		

Student Recruitment and Enrollment

- 4. A strong response will provide evidence of the following:
 - a. A sound and thoughtful student recruitment and marketing plan and timeline that will provide equal access to all interested students and families, including those in poverty, academically low-achieving students, students with disabilities, and other youth at risk of academic failure; and
 - b. As **Attachment 2**, an Enrollment Policy that complies with state law and that ensures the school will be open to all eligible students.

Initial Application Review		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
<p>COMMENTS: Since the applicant will follow the admissions and enrollment policies currently in place at LISD, the requirements of this section are met. The background and expertise in communication with the Longview community by the founding Board of Directors will allow for the effective development of a sound recruitment and marketing plan for these campuses.</p>		
After Capacity Interview		
<input type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard

COMMENTS: Click or tap here to enter text.

School Culture and Discipline

Effective Schools Framework Prioritized Lever 3 (Positive School Culture)

5. A strong response will provide evidence of the following:
- a. A vision for school culture or ethos that will promote high expectations, a positive and safe academic environment, and shared ownership of intellectual and social development for all students, including those with special needs, ELs, and students at risk of academic failure;
 - b. A coherent plan for establishing and maintaining the intended culture for students, teachers, administrators, and parents from the first day of school and throughout the school year and proposed mechanisms for monitoring campus climate;
 - c. A clear plan to create an inclusive and welcoming environment that will engage families in positive, constructive, and personalized ways that meaningfully contribute to the school culture;
 - d. A system of proactive and responsive student support services (e.g., counseling, mentoring, external service referrals) to meet student needs;
 - e. As **Attachment 3**, a student discipline policy that provides for appropriate and effective strategies to support a safe, orderly school climate and fulfillment of educational goals, promoting a strong school culture while respecting student rights;
 - f. Legally sound policies for student discipline, suspension, and expulsion that do not indicate students will be removed in an inappropriate manner, as well as appeals, including proper processes for students with disabilities; and
 - g. Systems and processes for tracking discipline referrals and interventions to identify trends and adapt activities accordingly.

Initial Application Review

Meets the Standard Partially Meets the Standard Does Not Meet the Standard

COMMENTS: The intended design of these school models lend themselves to a highly motivational environment conducive to increased academic achievement and one which reduces the probability of disciplinary and behavioral issues, establishing a positive school culture in the process. By deciding to follow current LISD student discipline policies and procedures, the applicant meets the requirements for this section.

After Capacity Interview

Meets the Standard Partially Meets the Standard Does Not Meet the Standard

COMMENTS: Click or tap here to enter text.

Assessment and Evaluation

Effective Schools Framework Prioritized Lever 4 (High-Quality Curriculum)

6. A strong response will provide evidence of the following:
- a. Annual student performance goals that include targets aligned with the state accountability system;

- b. An effective plan (including qualified personnel) and system to implement and interpret interim assessments that will measure academic progress – of individual students, student cohorts – throughout the school year, and strategies to employ corrective actions when needed;
- c. A comprehensive, effective plan (including qualified personnel) and system for collecting and analyzing student academic achievement data, using the data to refine and improve instruction – including dedicated time for providing training and support to school leadership and teachers – and reporting the data to the school community. This should include identification of the student data system to be used, as well as qualified personnel who will be responsible for managing and interpreting the data for teachers and leading or coordinating data-driven professional development; and
- d. Thoughtful, appropriate corrective actions that the school and network will take if either falls short of the goals at any level, including explanation of what would trigger such actions and who would implement them.

Initial Application Review		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
<p>COMMENTS: Since the applicant will initiate the program by following current LISD assessment and evaluation plans, the requirements for this section have been met. Employment contracts and evaluation instruments set for campus leadership are also designed to directly align with goals set under the performance contract in collaboration with LISD goals and expectations.</p>		
After Capacity Interview		
<input type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
<p>COMMENTS: Click or tap here to enter text.</p>		

Section 3 — Governance, Operations Plan, and Capacity

A strong Operations Plan is coherent overall and aligned internally with the school's mission and vision, Educational Program, and Financial Plan.

Organizational Structure

7. A strong response will provide evidence of the following:
- As **Attachment 4**, an organizational chart that clearly indicates all positions and delineates appropriate lines of authority; and
 - The proposed school's legal status (e.g., non-profit and federal tax exempt) and structure that are in compliance with state law.

Initial Application Review		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: An organizational chart was submitted by the applicant. An assurance that the applicant is considered a Texas Non-Profit has also been declared. Official proof of legal status may be requested at a later date.		
After Capacity Interview		
<input type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: Click or tap here to enter text.		

Governing Board

8. A strong response will provide evidence of the following:
- The independence of the board as it relates to the authorizer;
 - Clear, appropriate plans for the board(s) to evaluate the success of the school(s) and school leader(s), including planned frequency of meetings and standing committees;
 - As **Attachment 5**, appropriate bylaws, proposed Code of Ethics and Conflict of Interest policy/procedures, and completed and signed statements of assurances that will minimize real or perceived conflicts;
 - As **Attachment 6**, a Board Member Information Sheet, resume, and proof of U.S. citizenship for each proposed Board Member to demonstrate that the proposed governing board members will contribute the wide range of knowledge, skills, and commitment needed to oversee a successful charter school, including educational, financial, legal, and community experience and expertise;
 - A sound plan and timeline for board recruitment, initial board training, expansion, orientation of new members, and ongoing training for members. Plan should include a thoughtful identification of desired experience and qualifications; and
 - Sufficient capacity within and/or an appropriate relationship to any pre-existing non-profit board.

Initial Application Review

<input type="checkbox"/> Meets the Standard	<input checked="" type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: Majority requirements for this section have been successfully articulated and included in this application. Bylaws address many expectations for this section. Pieces of information still needed include resumes and proof/assurance of U.S. citizenship of the Board of Directors.		
After Capacity Interview		
<input type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: Click or tap here to enter text.		

Application Team Capacity

Effective Schools Framework Prioritized Lever 1 (Strong School Leadership and Planning)

9. A strong response will provide evidence of the following:
- As **Attachment 7**, the collective qualifications (documented by résumés and bios for all members) to implement the school design successfully, including capacities in areas such as school leadership, administration, and governance; curriculum, instruction, and assessment; performance management; and parent and community engagement; and
 - As **Attachment 8**, the proposed School Leader's experience in/ability to design, launch, and lead a school that effectively serves the target population, as well as evidence that the proposed leader is well-qualified to implement the specific educational program being proposed. Any identified leadership training is appropriate for and aligned with the educational program (*if the School Leader candidate(s) is identified*); or
 - As **Attachment 8**, the board and/or network's preparation and plan to recruit and retain a leader with the ability to lead a school that effectively serves the target population (*if School Leader candidate(s) is not yet identified*); and
 - Describe the plan to structure the work of the school leaders in the first year of operation and beyond, including how performance expectations will be clear, written, measurable, and aligned to the mission of the school.

Initial Application Review		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: Requirements for this section have been met since selected leadership team members are comprised of previously vetted current LISD administrators.		
After Capacity Interview		
<input type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: Click or tap here to enter text.		

Staffing Plans, Hiring, Management, and Evaluation

Effective Schools Framework Prioritized Lever 2 (Effective, Well-Supported Teachers)

10. Provide evidence of the following:
- A recruitment and hiring strategy, including selection criteria, protocol, and timeline, that

- are likely to result in a strong staff that is well-suited to the school;
- b. A plan for providing targeted and personalized support and development to retain a high-performing staff;
- c. Identification of evaluation tools and processes that will capture trends and track and promote teacher progress over time; and
- d. Effective planning for unsatisfactory leadership/teacher performance and turnover.

Initial Application Review		
<input type="checkbox"/> Meets the Standard	<input checked="" type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: Leadership Team is currently in the process of carrying out a staffing needs assessment and will follow current LISD policies and procedures during the 1 st year of operations. As a result, this section currently partially meets established requirements.		
After Capacity Interview		
<input type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: Click or tap here to enter text.		

Professional Development

11. A strong response will provide evidence of the following:
- a. Allocation of responsibilities for professional development, including demonstrated understanding of, and preparation for, professional development needs and adult learning facilitation; and
 - b. Professional development methods, calendar, and staffing that effectively support the education program and are likely to maximize success in improving student achievement, including an induction program that will prepare teachers to deliver any unique or particularly challenging aspects of the educational program.

Initial Application Review		
<input type="checkbox"/> Meets the Standard	<input checked="" type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: The applicant has articulated that the leadership team will carry out LISD's current professional development plan for the first year of operation and develop a new plan based on the any needs and gaps identified during the first year.		
After Capacity Interview		
<input type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: Click or tap here to enter text.		

Facilities

12. A strong response will provide evidence of the following:
- a. Identification of an appropriate proposed school facility; or
 - b. A sound plan and timeline for identifying, financing, renovating, and ensuring code

compliance for a facility that will meet the requirements of the educational program and anticipated student population.

Initial Application Review		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: The applicant intends to utilize LISD facilities and operations currently in place, therefore requirements for this section have been met.		
After Capacity Interview		
<input type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: Click or tap here to enter text.		

Section 4 — Financial Plan

A strong Financial Plan is coherent overall and aligned internally with the school's mission and vision, Educational Program, and Organization Plan.

Financial Plan

13. A strong response will provide evidence of the following:
- Reasonable assurances that the partner will have sound systems, policies, and processes for financial planning, accounting, purchasing, and payroll, including a description of how it will establish and maintain strong internal controls, ensure compliance with all financial reporting requirements, and conduct independent annual financial and administrative audits;
 - That the school's leadership has a strong understanding of the appropriate delineation of roles and responsibilities among the administration and governing board regarding school finance;
 - That the school will ensure financial transparency, including plans for public adoption of the school's budget and public dissemination of its annual audit and an annual report;
14. As **Attachment 9**, a complete, realistic, and viable operating budget within the Financial Plan Workbook provided;
- As **Attachment 10**, a detailed budget narrative that clearly explains reasonable, well-supported revenue and cost assumptions, including grant/fundraising assumptions, including identifying the amount and sources of all anticipated funds, property, or other resources (noting which are secured vs. anticipated, and including evidence of firm commitments where applicable); and
 - Sound contingency planning to meet financial needs if anticipated revenues are not received or are lower than estimated.

Initial Application Review		
<input checked="" type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: The applicant committed to working closely with LISD central administration to set and manage the campus budget based on the articulated parameters set forth under the performance contract.		
After Capacity Interview		
<input type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: Click or tap here to enter text.		

2019-2020 Local Campus Partner Application

Existing Partner/Experienced Partner Supplement
Evaluation Form

Existing Partner/Experienced Partner Supplement

(Limit: 5 Pages)

Targeted Plan

1. A strong response will provide evidence of the following:
 - a. As **Supplemental Attachment 1**, the experienced partner applicant or ESP's success in serving populations similar to the population that the applicant intends to serve, including evidence of academic success and successful management of non-academic school functions (e.g., back-office services, school operations, extracurricular programs);
 - b. As **Supplemental Attachment 2**, the financial health of the experienced partner applicant or ESP as demonstrated through an independent financial audit report and its most recent annual report; and
 - c. A clear description of any history of charter revocations, non-renewals, withdrawals, or failures to open for the experienced partner applicant or ESP.

Initial Application Review		
<input type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: Click or tap here to enter text.		
After Capacity Interview		
<input type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: Click or tap here to enter text.		

ESP Management Plan and Legal Relationship

1. A strong response will provide evidence of the following:
 - a. As **Supplemental Attachment 13**, a clear and appropriate Management Agreement that includes:
 - ✓ A detailed description of the roles and responsibilities of the ESP;
 - ✓ A detailed explanation of the scope of services and costs of all resources to be provided by the ESP;
 - ✓ A detailed description of the oversight and evaluation methods that the board will use to oversee the ESP, including schoolwide and student achievement results which the management organization is responsible for achieving, and a description of how often, and in what ways, the board will review and evaluate the ESP's progress toward achieving agreed-upon goals;
 - ✓ A detailed explanation of the conditions, standards, and procedures for board

intervention if the management organization's performance is deemed unsatisfactory;

- ✓ A detailed explanation of the compensation structure, including clear identification of all fees to be paid to the ESP and the schedule on which the ESP will receive compensation;
 - ✓ A detailed explanation of the financial responsibilities of the ESP, including the ownership of items purchased with public funds, including which operating and capital expenditures each party will be responsible for assuming, what types of spending decisions the ESP can make without obtaining board approval, and what reports ESP submit to the board on financial performance and on what schedule;
 - ✓ A detailed description of the duration, renewal, and termination of the management agreement, including how often the management agreement may be renewed, the conditions that both the ESP and the school must satisfy for the management agreement to be renewed, and the procedures for determining whether the management agreement will be renewed;
 - ✓ A detailed description of the grounds for which the ESP or the school can terminate the management agreement for cause, including provisions for notice to the other party and any conditions under which either party may terminate the management agreement without cause;
 - ✓ An explanation and justification of any indemnification provisions in the event of default or breach by either party;
- b. A compelling plan for the operation of the school in the case that the management agreement is terminated;
- c. That the board is independent from the ESP and self-governing, including separate legal representation of each and arm's-length negotiating and no existing or potential conflicts of interest between the school's governing board and proposed ESP or any affiliated business entities;
- d. A clear and detailed explanation of the supervisory responsibilities of the ESP (if any), including which school employees the ESP will supervise, how the ESP will supervise these employees, and how the charter school board will oversee the ESP supervisory responsibilities;
- e. A detailed explanation and compelling justification of any lease, promissory notes, or other negotiable instruments, any lease-purchase agreements or other financing relationships with the ESP, including evidence that such agreements are separately documented and not part of or incorporated in the ESP agreement. Such agreements must be consistent with the school's authority to terminate the ESP agreement and continue operation of the school; and
- f. A detailed explanation and compelling justification of any loans, grants, or investments made between the ESP and the school, including an explanation and justification of how any such loans, grants, or investments may be initiated, repaid, and refused by the school.

Initial Application Review		
<input type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: Click or tap here to enter text.		

After Capacity Interview		
<input type="checkbox"/> Meets the Standard	<input type="checkbox"/> Partially Meets the Standard	<input type="checkbox"/> Does Not Meet the Standard
COMMENTS: Click or tap here to enter text.		

AGREEMENT *between*

LONGVIEW ISD and LONGVIEW LEAP

This Agreement (the “Agreement”) is made and entered into on April 28, 2020 (Commencement Date) and effective as of July 1, 2020 (“Effective Date”) by and between **LONGVIEW INDEPENDENT SCHOOL DISTRICT**, a public independent school district and political subdivision of the State of Texas, (“LISD” or “District”) and LONGVIEW LEAP (“Operating Partner” or “OP”) (together, the “Parties”) to operate LEAP Early Graduation High School (composed of Longview Early Graduation High School and the East Texas Advanced Manufacturing Academy or “ETxAMA”) (the “School”, “School Campus” or “campus”), or as modified by Section 3.02 below. The purpose of this Agreement is to create new opportunities for students and educators to thrive in educational settings that prioritize student outcomes. The Agreement is designed to be compatible with, but not dependent on, the operation of Senate Bill No. 1882, adopted by the 85th Texas Legislature in 2017, codified as Texas Education Code (“TEC”) §§ 11.174 and 42.2511 (“SB 1882”), which entitle a qualifying partnership between a public education institution and a campus charter holder to certain benefits.

ARTICLE I. RECITALS

- 1.01 **Independent School District.** The District is an independent school district created in accordance with the laws of Texas.
- 1.02 **Authority to Contract.** The Board of Trustees of the District is empowered by the Texas Education Code (“TEC”), §§ 11.157 and 11.174, to contract with a public or private entity for that entity to provide educational services for the District.
- 1.03 **Benefits.** This Agreement is made pursuant to and in accordance with Texas Education Code (“TEC”) §§ 11.174 and 42.251 , which entitle a qualifying partnership between a school district and a campus charter holder to certain benefits.
- 1.04 **Non-Profit Organization.** Longview LEAP is an organization that is applying for exemption from taxation under Section 501(c)(3), Internal Revenue Code of 1986 (26 U.S.C. Section 501(c)(3)).
- 1.05 **Charter Granted & Term of Charter.** On this Commencement Date, the District hereby grants OP a campus charter in accordance with and under TEC Chapter 12, Subchapter C, specifically §12.0522, for the operation of LEAP Early Graduation High School. The campus charter hereby granted authorizes OP to operate the School for a term beginning on July 1, 2020 and ending on July 31, 2023 unless terminated under Article IV.
- 1.06 **Process to Add Schools to OP Scope of Authority.** The Parties may, by amendment of this Agreement and issuance of an additional campus charter or amendment of the current

charter, agree that OP is authorized to operate one or more schools in addition to the School specified in this Agreement at the time of the Commencement Date. OP will not be required to comply with an application or other procurement process in order to be so authorized, but the District may require OP to amend the educational plan, financial, and staff plans such that they address OP's plan for the additional School(s).

- 1.07 Consultation. The District has consulted with campus personnel regarding provisions to be included in this Agreement. The District's consultation with campus personnel occurred at a meeting in which personnel were able to ask questions and receive information. At that meeting, the District informed campus personnel of the opportunity to potentially be assigned to the School and campus personnel understand that assignments shall be determined solely by OP and that OP and the District are not dual employers. OP will be the sole employer of its personnel, and its personnel are subject to OP's Employee Handbook and OP's policies. The District will be the sole employer of School personnel, but District employees accepting a position at a campus operated by OP have been notified that OP has initial, final and sole authority to select, supervise, manage, assign, evaluate, develop, advance, compensate, and establish any other terms of service of any employee assigned to the campus.
- 1.08 Consideration. In consideration of the mutual agreements set forth in this Agreement, and for other good and valuable consideration, the Parties agree as follows:

ARTICLE II. PURPOSE OF AGREEMENT

- 2.01 Contract for Services. This Agreement constitutes a contract for services.
- 2.02 Premise of Agreement. This Agreement is predicated on an understanding that students benefit when decisions regarding educational programs, operations, and student services are made at the campus level and that autonomy and accountability are mutually reinforcing principles.
- 2.03 Student Achievement. The primary purpose of this Agreement is to improve student outcomes by allowing the District to partner with OP to operate the School as an independent campus subject to transparent accountability requirements, which are primarily based on the performance standards established under TEC Chapters 39 and 39A. The provisions of this Agreement shall be construed and applied to achieve this purpose.
- 2.04 Continuation of Agreement for the Benefit of Students. The Parties intend that this Agreement shall continue in effect for an initial three (3) -year term and, in accordance with the provisions of Article IV, renew automatically for successive three-year terms if the specified performance goals set forth in **Addendum A-3**, or a successor document approved by both Parties, are substantially met and the Agreement has not been terminated

under Article IV.

ARTICLE III. DEFINED TERMS

- 3.01 **School Campus.** “School Campus”, “Campus”, and “School” each has the meaning assigned in the Texas Administrative Code Title 19, § 97.1051(3) and includes all components of the operation of the campus, including, without limitation, the grade levels served, the courses taught, the instructional materials, staffing, budgetary allocations, scheduling, transportation, and other services and responsibilities associated with school campus operation. Additionally, at the option of the OP for Longview High School (LHS), OP may enter into a contract to provide Career and Technology Education (CTE) services for students enrolled at LHS.
- 3.02 **Schools.** “Schools” shall refer to LEAP Early Graduation High School unless this Agreement is amended in accordance with Section 1.06, in which case “School” shall refer to any school over which OP has operating authority.
- 3.03 **Facilities.** “Facilities” are defined as the building(s) located on the School Campus and related equipment, furnishings, and property improvements, including any athletic fields and related improvements, and the land on which the building(s) and related improvements are located as more fully defined in Article XIII.
- 3.04 **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 either Party to meet generally accepted fiscal management and government accounting principles or comply with all Applicable Law under Section 3.05.
- 3.05 **Applicable Law.** “Applicable Law” means all state and federal laws, rules, regulations, and administrative and judicial determinations and decisions that govern the performance of this Agreement, as they currently exist or as they may be adopted, amended, or issued during the Term of this Agreement.

ARTICLE IV. TERM AND TERMINATION

- 4.01 **Initial Term.** The term of this Agreement shall begin on the Commencement Date and end on July 31, 2023 (“Initial Term”).
- 4.02 **Renewal.** If this Agreement remains in effect at the end of the Initial Term, it will renew automatically for successive three-year terms, or for longer terms if the Parties agree, if the specified performance goals set forth in **Addendum A-3** or a successor document approved by both Parties are substantially met, unless terminated under Article IV.

- 4.03 Termination Right to a Public Hearing. If the School successfully achieves the student outcome goals specified in **Addendum A-3**, attached, the District must hold two public hearings at least one week apart and at least sixty (60) days prior to any District action to terminate or non-renew the Agreement. At least one of the two public hearings shall be held at the OP's campus between 6PM and 8PM Central Standard Time on a weeknight with at least five (5) days' notice to OP and the public. If the School fails to achieve the student outcome goals specified in **Addendum A-3**, the District shall not extend this Agreement without a public hearing at least sixty (60) days prior to any District action to extend or renew this Agreement. Only after conducting the above required public hearing(s), may the District's Board of Trustees schedule a meeting to take possible action on termination. The Board must conduct at least two readings of this action as described below in this section. Any deliberations among and action taken by the Board of Trustees shall be conducted in open session with specific notice on the Agenda(s) that the Board is considering and may take action to terminate this Agreement with OP.
- 4.04 Vote by Board of Trustees. Any decision by the Board of Trustees to terminate or non-renew this Agreement for any reason shall be accomplished by an affirmative vote of the full Board of Trustees with the vote and decision of the Board being confirmed through two meetings and two votes of the Board held at least five (5) business days apart.
- 4.05 Modification or Termination by Mutual Consent. The Parties shall annually meet to conduct a joint review of this Agreement as well as matters related to effective implementation of its terms. This Agreement may be modified or terminated at any time by mutual written agreement of OP and the District without penalty if termination is effective no sooner than the end of the then-current school year.
- 4.06 Termination for Cause. Either Party may terminate this Agreement prior to the end of the then-current term if the other Party fails to remedy a Material Breach of this Agreement within sixty (60) days after written notice by the non-breaching Party of such Material Breach; provided, however, that if the breach involves failure to protect the health, safety, or welfare of students enrolled at the school within the meaning of Education Code Section 12.115(a)(3), then no such notice and opportunity to cure shall be required. The termination of the Agreement shall be effective as of the end of the then-current school year unless it is manifestly unsafe for students to remain at School under the direction of OP for the remainder of the school year. If OP terminates this Agreement during the term of the Agreement because of the District's Material Breach that is not cured, then the District shall pay OP a transition fee that equals the sum of four monthly disbursements under the common schedule of accrual as liquidated damages. If the District terminates this Agreement during the term of the Agreement because of a Material Breach by OP that is not cured, then OP shall pay the District the sum of four monthly disbursements under

the schedule of accrual under Article XII as liquidated damages.

- 4.07 Termination Related to Academic Performance. The District may terminate this Agreement or take another action set forth in **Addendum A-4** if the School does not meet performance standards specified in **Addendum A-3**. Termination under this Section shall be effective at the end of the then current school year so long as written notice of such termination is provided no later than February 1st. The District may terminate this Agreement at the end of the then-current school year if the Commissioner of Education orders closure of the school based on academic performance.
- 4.08 Bankruptcy; Dissolution. This Contract will terminate immediately upon the (i) filing by any party of a voluntary petition in bankruptcy; (ii) adjudication of such party as bankrupt; (iii) the filing of any petition or other pleading in any action seeking reorganization, rearrangement, adjustment, or composition of, or in respect of such Party under the United States Bankruptcy Code or any other similar state or federal law dealing with creditors' rights generally; or (iv) the permanent dissolution of OP or any valid assignee of OP as a corporate entity.
- 4.09 Change in Applicable Law. Subject to the terms of Section 3.05, the Parties agree to negotiate in good faith to amend to this Agreement in the manner and to the extent necessitated by changes in applicable law. The Parties stipulate that funds due OP under the terms of this Agreement may not be reduced without mutual agreement of the Parties.
- 4.10 Termination for Non-Appropriation. The obligations for payment by the District to OP under this Agreement constitute a commitment of current revenues only and do not create an impermissible debt. Likewise, the obligations of OP to expend any public funds for the School Campus costs and expenses constitute a commitment of current revenues only and do not create an impermissible debt. Either Party may terminate this Contract at the end of the current fiscal year in the Event of Non-Appropriation. As used herein, the term "Event of Non-Appropriation" shall mean the failure of the District to be appropriated any state funds by the Texas Legislature or as a consequence of court order . In the Event of Non-Appropriation, the District shall give as much notice as reasonably possible but, in no event, will give written notice less than forty-five (45) days before the end of the then current fiscal year.

ARTICLE V. RELATIONSHIP OF THE PARTIES

- 5.01 Nature of Relationship. The relationship between the Parties hereto shall be that of contracting parties. OP shall operate as an independent contractor to the District and shall 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.

- 5.02 No Agency. Neither Party will be the agent of the other Party except to the extent otherwise specifically provided by this Agreement. Neither Party has the express nor implied authority to bind the other Party to any contractual duty other than what is specifically stated in this Agreement. Furthermore, neither Party shall represent to third parties that it has authority to bind the other Party unless such authority is approved by the governing boards of both parties at meetings held in accordance with the Texas Open Meetings Act, with approval appearing in minutes of such meetings.
- 5.03 No Common Control. Neither Party is a division, subsidiary, affiliate, or any part of the other Party nor has the right or authority to exercise any common control of any other Party. Nothing herein shall be construed to create a partnership or joint venture by or between the District and the OP.
- 5.04 Assurance of Independence. The OP's governing body shall remain independent of the District. OP's governing body shall not be comprised of any members of the District's Board of Trustees, the District's Superintendent, or any staff member responsible for granting this Agreement. Further, no member of the OP's governing body is or will be related within the first degree of affinity or consanguinity with any members of the District's Board of Trustees, Superintendent, or any staff member responsible for granting this Agreement or overseeing this Agreement.

ARTICLE VI. APPLICABLE LAWS

- 6.01 Compliance with Applicable Law. The Parties shall perform their respective obligations under this Agreement in compliance with applicable state and federal law. The Parties stipulate that Applicable Law includes but is not limited to the following: 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 ("Section 504"); the Age Discrimination Act of 1975; the Americans with Disabilities Act; the Individuals with Disabilities in Education Act ("IDEA"); 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; applicable state record retention laws and conflicts of interest laws; the Texas Local Government Code, to the extent it applies to school districts; and any amendments, interpretations, and reauthorizations of the foregoing.
- 6.02 Scope of Applicable Law. The School is 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. The Parties further agree that, except as provided in this

Agreement, as identified in **Addendum A-2**, or required by Applicable Law, no provision, rule, or guideline of Texas law otherwise applicable to a governing body or school shall apply to the School or its operation.

- 6.03 Immunity. OP is granted a charter under TEC Section 12.0522 and therefore is immune from liability and suit to the same extent as open-enrollment charter holders under TEC Section 12.056. Nothing contained in this Agreement shall be read to waive the immunity granted by TEC, Chapter 22, Subchapter B, and TEC, Chapter 12, Subchapter C.

ARTICLE VII. GOVERNING POLICIES

- 7.01 Limitation on Authority. An educational or administrative service necessary for operation of the School, but not specifically reserved for the District to provide under this Agreement, shall be provided and solely managed by OP insofar as such delegation is permitted by state and federal law. A service is provided by OP if OP performs the service, contracts for its performance, or otherwise ensures and oversees provision of the service. Neither this Section nor this Agreement prohibits the District from contracting with another entity for the provision of services for the campus, but any and all services contracted for or performed for the School must be made in deference to and in accordance with the responsibilities detailed in this Agreement.
- 7.02 Policy Election. OP shall operate in accordance with the District's Charter Policy specified in **Addendum A-1** and other policies specified in **Addendum A-2**, as they currently exist as of March 1, 2020. OP may, in its sole discretion, adopt an update or successor policy to any policy specified in **Addendum A-2** but must take specific action to do so. The District is not required to notify OP of changes to its policies; rather, OP shall monitor publicly available notices of District policy adoption and amendments. If, after execution of this Agreement, OP determines that a policy specified in **Addendum A-2** and not otherwise required by state or federal law is not suited to the needs of the School, it will provide notice of its intent to remove the policy from **Addendum A-2** or alter the manner and/or extent of the policy's application to the District twenty-one (21) calendar days prior to the date on which it plans to cease operating in accordance with the policy. During the twenty-one-day notice period, OP will provide the District the opportunity to present any concerns about cessation in a meeting attended by the Superintendent and Executive Director. OP agrees to give concerns due consideration and negotiate solutions in good faith. OP may cease operating the School in accordance with the policy upon an affirmative vote of OP's board of directors and agrees to give due consideration to any further alternatives proposed by the District at a later date.
- 7.03 Adoption and Publication of School Policies. OP shall have the initial and final decision in adopting School-level policies that do not conflict with policies specified in **Addendum A-2** as that Addendum exists at the time the School-level policy is adopted. All policies

adopted by OP shall comply with Applicable Law.

- 7.04 Future Waivers and Exemptions. Pursuant to 19 TAC § 97.1075(d)(6), the School is 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 School in this Agreement and/or incorporated by reference herein. The Parties will collaborate in applying for waivers from any restrictions imposed by Applicable Law when it is jointly determined that such waivers would expand opportunities for students enrolled in the School Campus. If the District is relieved from compliance from certain state or federal law or regulation through a waiver, or 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 that serves students at the same grade levels offered at the School, and the policy is not waived by this Agreement, the waiver applies to the School Campus unless the District notifies the School otherwise in writing within 60 days of the waiver's application to the other school(s). This Section does not limit OP's rights under Section 7.02.

ARTICLE VIII. PERFORMANCE REQUIREMENTS

- 8.01 Student Outcome Goals. The primary responsibility of OP under this Agreement is to ensure that the annual student outcome goals specified in **Addendum A-3** or as amended by mutual agreement are achieved. The District Superintendent or designee shall develop a School Performance Framework ("SPF") by which all charter schools, including the School, and programs will be evaluated for purpose of progress monitoring. The SPF will inform District decisions related to campus replacement, restart, or closure; however, the Parties agree that failure to satisfy metrics established by the SPF is not a permissible basis for termination of this Agreement and that OP's rights under this contract may not be abridged as a consequence of such failure. Rather, Sections 4.05 and 4.06 provide the exclusive bases on which the District may unilaterally terminate this Agreement. OP agrees to cooperate with the District, including providing student performance data, financial statements, governance materials, and other information as necessary to enable the District to implement its Monitoring and Oversight Plan attached hereto as **Addendum 5**.
- 8.02 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 A-3** will be determined using the methods, indicators, and timelines specified in that Addendum and in **Addendum 5** (Monitoring and Oversight Plan).

- 8.03 Performance Consequences. The Parties agree to consequences specified in **Addendum 4** in the event that the OP does not meet the annual academic or financial performance expectations and goals described in **Addenda A-3**.
- 8.04 Responsibilities of OP Governing Board. The governing board of OP agrees that it is responsible for ensuring that OP achieves performance goals specified in **Addendum A-3** and is obligated to oversee management of the School and intervene as required to ensure that performance goals are achieved.
- 8.05 Monitoring Performance and Compliance. The District shall retain the right to monitor the performance of the School and OP with respect to progress toward goals specified in **Addendum A-3** and to monitor compliance and other indicators in accordance with Addendum 5 (the Monitoring and Oversight Plan).

ARTICLE IX. RESPONSIBILITIES

- 9.01 OP Responsibilities: The OP shall have the sole authority over matters involving academic curriculum and the instructional program. In accordance with Section 11.01, OP shall have sole authority to select, reassign at the School, or request removal by the District of District employees who are assigned to the School. OP shall have sole authority to hire or terminate OP’s employees. OP must employ at least one employee with responsibility for oversight of the School.
 - 9.01.1 *Special Programs.* OP shall have initial, final, and sole authority over educational programs for gifted and talented students, students of limited English proficiency, students at risk of dropping out of school, special education students, and other statutorily defined populations of students enrolled at the School, provided that the District will ensure that the School’s special education program and 504 plans comply with state and federal laws, including but not limited to the Individuals with Disabilities Education Act (“IDEA”) and Section 504 of the Rehabilitation Act of 1973. Further, as the local education agency chiefly responsible for identifying and serving students with disabilities, the District shall retain final authority in special education litigation matters but OP, in accordance 19 TAC § 97.1075(c)(2)(B) and each child’s IEP, shall have final authority regarding the day-to-day learning environment, services, funding, and expectations for students who receive Special Education services for mild or moderate disabilities. If the District determines that OP has not complied with state or federal requirements governing special education services, the District may assume authority over and provide such services as a mandatory service under Section 9.02. OP may contract with the District for special program services. The District agrees to provide these services at the option of OP. If the District provides a service

under this Section, it shall bear responsibility for compliance with local, state and federal law.

- 9.01.2 *Administration.* OP shall have initial, final, and sole authority over the selection, supervision, assignment, evaluation, development, advancement, and compensation of the School's Principal, Assistant Principal, and any other role designated as an administrator of the School, whether that person is employed by the District or OP. OP has the initial and final non-delegable authority to hire, supervise, manage, assign, evaluate, develop, advance, compensate, continue employment, and establish any other terms of employment for its employees.
- 9.01.3 *Teaching Staff.* Except as provided in Section 9.01.4, OP shall have initial, final, and sole non-delegable authority to select, supervise, manage, assign, evaluate, develop, advance, compensate, and establish policies and procedures related to those domains of oversight with respect to the School's teachers, teaching assistants, para-professionals, curriculum specialists, program coordinators, and any persons assigned to the School, whether employed or contracted by the District or OP. OP authority over staffing includes authority to determine whether a position at the School is filled by an employee of the District or an employee of OP. OP has the initial and final non-delegable authority to hire, supervise, manage, assign, evaluate, develop, advance, compensate, continue employment, and establish any other terms of employment for its employees. OP shall have initial, final, and sole non-delegable authority over the terms and conditions under which staff from institutions of higher education are assigned to the School but shall coordinate such assignments as necessary with the District. OP authority over compensation includes authority to independently apply for and allocate funds available through the Teacher Incentive Allotment or participate in the District's application and allocation process.
- 9.01.4 *Salaries.* The salaries of all classroom teachers will be set no lower than the level associated with a teacher's years of experience in the District's salary schedule. The salaries of all staff assigned to the Schools and employed by the District on the Commencement Date of this Agreement will be maintained at the level specified in their employment contracts as of that date, or, in the sole discretion of OP, at a higher level during the term of this Agreement and subsequent terms if renewed.
- 9.01.5 *Staffing Plan.* OP shall have initial, final, and sole non-delegable authority to determine the staffing plan and positions at the School, provided that funds subject to OP's control (inclusive of funds allocated for compensation of School

staff) under the terms of this agreement are sufficient to discharge all obligations associated with the staffing plan and positions.

- 9.01.6 *Budget Approval and Financial Management.* OP shall have initial, final and sole authority to determine how the entire campus budget, including any and all federal and state grant funds due the campus, is allocated and to oversee management of funds under its authority. The governing body of OP shall approve the campus budget in a meeting held under the Texas Open Meetings Act, Texas Government Code, Chapter 551. Notwithstanding such budget authority, OP's expenditures must comply with applicable restrictions on the use of state and federal funds. OP may contract with the District for financial management services. The District agrees to provide these services at the option of OP. If the District provides a service under this Section, it shall bear responsibility for compliance with local, state and federal law.
- 9.01.7 *International Baccalaureate Support Services.* OP shall have sole authority over International Baccalaureate services for the school. OP may contract with the District or another provider for such services. The District agrees to provide these services at the option of OP. If the District determines that OP has not complied with International Baccalaureate® requirements, the District may assume authority over and provide such services as a mandatory service under Section 9.02.
- 9.01.8 *Criminal History Background Checks.* OP has authority to manage criminal history background checks for all employees, vendors and contractors serving the School. OP may contract with the District for such checks. The District agrees to provide this service at the option of OP. The District and OP shall adhere to reporting requirements, definitions, and laws further detailed in Section 11.03. Either Party's failure to comply with this Section's reporting requirements shall amount to a Material Breach of this Agreement. If the District provides a service under this Section, it shall bear responsibility for compliance with local, state and federal law.
- 9.01.9 *Technology Infrastructure; Network Services.* OP has sole authority over the provision, repair, and maintenance of technology infrastructure and network services at the School. OP may contract with the District for such services. The District agrees to provide these services at the option of OP. If OP elects to contract with the District for these services, the District will bear responsibility for compliance with local, state and federal law and will ensure that services permit OP to establish its own internet and phone service at the School of a standard reasonably comparable to other District school and OP shall provide the District with a list of equipment purchased and collaborate with the District

to ensure consistency between the standard equipment and the needs of the School. The initial information technology equipment located at the School as of the commencement of the Initial Term of this Agreement is included in the term “furnishing.”

- 9.01.10 *Health:* OP shall have sole authority over appointment of a School nurse and/or any other health care provider to be located on the campus. OP may contract with the District for these services. The District agrees to provide this service at the option of OP. If the District provides a service under this Section, it shall bear responsibility for compliance with local, state and federal law.
- 9.01.11 *Substitute Teachers:* OP shall have sole authority over provision of substitute teachers for the School. OP may contract with the District for these services. The District agrees to provide this service at the option of OP.
- 9.01.12 *Dyslexia Services:* OP shall have sole authority over the provision of dyslexia services. OP may contract with the District for these services. The District agrees to provide this service at the option of OP. If the District provides a service under this Section, it shall bear responsibility for compliance with local, state and federal law.
- 9.01.13 *Community Services:* OP shall have sole authority over the provision of community services. OP may contract with the District for these services. The District agrees to provide this service at the option of OP. If the District provides a service under this Section, it shall bear responsibility for compliance with local, state and federal law.
- 9.01.14 *Maintenance:* The District will manage payment for utilities from funds allocated for operation of the Schools. OP has sole authority over the maintenance of the campus via janitorial staff, grounds keeping, and necessary repair work. OP may contract with the District for these services. The District agrees to provide this service at the option of OP. If the District provides a service under this Section, it shall bear responsibility for compliance with local, state and federal law.
- 9.01.15 *Record Keeping:* District and OP will coordinate record keeping and compliance with state law. OP will use the District’s Student Information System (SIS) in the manner required by the Texas Education Agency’s Public Education Information Management System (PEIMS) for purpose of data reporting. OP will also work with District to develop a mutually agreeable method by which OP will share all relevant and required student performance data, including data related to **Addendum 3**, and all information required by PEIMS.

- 9.01.16 *Data Sharing.* The Parties shall enter into a data sharing agreement that complies with all applicable requirements of FERPA.
- 9.01.17 *Transportation:* OP has sole authority over transportation to and from the School for purposes of the regular school day and for school related activities for any student who resides within the District's boundaries and is enrolled in the School as of the first day of the school year. OP may contract with the District for these services. The District agrees to provide this service at the option of OP. If the District provides a service under this Section, it shall bear responsibility for compliance with local, state and federal law.
- 9.01.18 *Food Services.* OP has sole authority over provision of food services to the School. OP may contract with the District for these services. The District agrees to provide this service at the option of OP. If the District provides the services, it shall have the right to operate the following programs, as applicable, at the School: National School Lunch Program, School Breakfast Program (including Breakfast in the Classroom and Universal Breakfast), After-school Care Program, Summer Food Service Program, Child and Adult Care Food Program, 'A la Carte, adult meals, contract meals, concessions, and disaster feeding and will be responsible for complying with state and federal regulations regarding the delivery of such programs.
- 9.01.19 *Security:* OP has sole authority over all security and police operations at the School. OP may contract with the District for these services. The District agrees to provide this service at the option of OP. If the District provides a service under this Section, it shall bear responsibility for compliance with local, state and federal law.
- 9.02 District Responsibilities (Mandatory Services): The District shall maintain control of and shall be responsible for the following functions. The District will draw payment for functions listed in this Section from funds generated by students enrolled at the School(s) in the amounts specified in **Addendum A-10**. The amount the District charges for these functions may not exceed the District average cost per student for similar services rendered. The District will provide OP information necessary for OP to evaluate whether the District has met its service level responsibilities under this Section.
- 9.02.1 *Authorizing.* The District authorizing function includes: district leadership, inclusive of the Office of Innovation; human resource administration; communications; business operations; extracurricular activities; enrollment services; oversight of special education, International Baccalaureate®, and Montessori services ; and property tax collection and appraisal costs.

9.02.2 *Mandatory Services.* The District will provide the following services: data sharing and recordkeeping; education delivery at the Juvenile Detention Center; fund balance maintenance; risk mitigation fund maintenance; debt service management; and structural maintenance, including required maintenance, repair and replacement of roof, exterior walls, foundation, structural/load-bearing components, windows, doors, mechanical, electrical, plumbing and HVAC systems.

ARTICLE X. SCHOOL OPERATIONS

- 10.01 OP's Governing Board. OP represents that a true and accurate list of its current directors ("Directors") is attached to this Agreement as **Addendum A-6**. If there is any change to the Directors during the Term of this Agreement, OP shall provide written notice to the District of the change within 30 days. No District Trustee or employee responsible for granting this Agreement shall be appointed to OP's Governing Board. District staff may not comprise a majority of OP's Governing Board.
- 10.02 Budgetary Authority of OP. OP has sole authority to approve and amend the budget for the School Campus.
- 10.03 Chief Operating Officer. The Executive Director of OP shall be the chief operating officer of the school. The School shall be subject to the direction, control, policies, practices, and procedures of the Executive Director subject to management by the OP Board of Directors and the requirements of this Agreement.
- 10.04 Principal. The Principal(s) shall be appointed by the OP.
- 10.04.1 OP Oversight Employee. For each School it operates, OP shall hire and manage at least one employee with responsibilities for oversight of the School.
- 10.05 Coordination Meetings. OP's Executive Director for Schools or mutually determined designee will participate in monthly coordination meetings convened by the District.
- 10.06 Enrollment Policies. OP will collaborate with the District as it develops and implements its centralized enrollment process. Any student who currently resides, or resided as of July 1, 2020 in the District may attend the School and may not be refused enrollment, provided the student timely submits a completed application for enrollment through the District's centralized enrollment process. If after the District's initial enrollment period, there are additional spots remaining, they shall be filled by the students who reside outside of the District. A student who does not reside within the District may be denied admission initially or at any point during enrollment on the basis of discipline and attendance issues in accordance with OP's policies. No adult student not otherwise attending a public school in Texas may be enrolled in the School without the mutual agreement of the Parties. In

addition to the agreed-upon admission policies, the following applies:

- 10.06.1 *Discrimination Prohibited.* OP is prohibited from discriminatory admission, suspension, or expulsion of a student on the basis of a student's national origin, ethnicity, race, religion, disability, gender, or academic achievement.
- 10.06.2 *Admission.* OP shall give preference for admission to students who were previously enrolled at the School.
- 10.06.3 *Campus Lottery.* OP will participate in the Longview enrollment system and will comply with the District's policies concerning mid-year enrollment of students. As part of its enrollment system the District will run the lottery, if required, for enrollment at the campus. The lottery will be weighted so that currently enrolled students have priority, followed by students who reside in the District, and then followed by all other students. The lottery criteria will also include preferences for enrolled siblings and children of the OP's employees, but none of these applicants shall take priority over students previously enrolled in the school. The District's Innovation Office will manage the lottery process.
- 10.06.4 *Enrollment of Students Residing outside the District.* If openings at the School remain after serving LISD resident students seeking enrollment, OP may, at its discretion, serve students who reside outside the District as provided in this Section. If OP elects to serve students residing outside the District, it may require payment of tuition from the District in which the student resides or may receive tuition from other stakeholder(s). The District (LISD) will collect any tuition charged and allocate it to OP as though the funds were generated by resident students enrolled at the School.
- 10.07 Discipline, Expulsion, Juvenile Detention Policies and Services. OP will implement the District's Student Code of Conduct unless OP elects to modify or opt out of that policy in accordance with Section 7.02 and will utilize the District's Disciplinary Alternative Education Placement ("DAEP") on a prorated per student per day cost as based on the School principal's discretion in alignment with District practices. The District shall schedule the student's DAEP based on available space in the same way it does for a student at any other school in the District. A student enrolled at the campus may appeal a disciplinary decision initially to OP's Board of Directors and may then appeal a decision of OP's Board of Directors in accordance with the appeals process set forth in the District's Student Code of Conduct. The District will serve students placed in the Juvenile Detention Center.
- 10.08 Schedule. OP 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. OP's schedule shall comply with the State of Texas' required minutes of instruction. OP agrees to provide schedule information to the District no later than April 15th of the preceding school year. If OP permits use of the ETxAMA facility by individuals not enrolled in the District or another district served by OP, OP shall schedule such use during times that enrolled students are not present.

- 10.09 District Meetings, Initiatives, and Training. Except as required in this Section, school staff under the supervision and control of OP will not be required to participate but may participate in District training events or other meetings if District space is available. OP agrees that all School staff shall comply with and receive training required by Applicable Law. OP further agrees that it will cooperate with the District to enable participation by staff assigned to the School in up to four district-sponsored meetings each year. District staff may attend and participate in OP training where there is space available.
- 10.10 Media Requests. The Parties agree to collaborate on responses to any media requests or press releases related to the School. The Parties shall collaborate 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, which shall be reasonably and timely granted. This requirement does not apply to (a) general communications regarding OP or the District that may include references to the School, or (b) crisis communications regarding the OP or the School Campus
- 10.11 Communications with Students' Parents/Family. The Parties agree to jointly approve a protocol for communications with students' parents/family within 60 days of the execution of this Agreement. The Parties understand and agree that OP shall have sole authority to develop and distribute information to potential students and their families regarding OP and its plans for operating the School Campus.

ARTICLE XI. STAFFING

- 11.01 Employment Status and Assignment. Faculty and staff employed by the District at the School will be employees of the District, and if eligible will participate in the Teacher Retirement System of Texas. OP has sole, initial, and final authority to approve the assignment of all District employees or contractors to the campus, as well as sole, initial and final authority to rescind the assignment of any District employee or District contractor serving the campus. If OP chooses to rescind assignment of a District employee at any of the Schools it operates, OP shall take steps necessary to enable the District to successfully terminate the contract of that employee in compliance with Chapter 21, Texas Education Code. If the employee whose contract was terminated was selected for hiring by OP and the termination requires the District to incur legal expenses, those expenses will be paid in their entirety from funds allocated to OP under Section 14.01. If the

employee whose contract was terminated was selected for hiring by the District and the termination requires the District to incur legal expenses, half of those expenses will be paid from funds allocated to OP under Section 14.01. The District will grant any requests from the OP to rescind the assignment of any District employee or District contractor serving the campus within 20 business days of receiving the request from the OP.

11.02 Offers of Employment to District or OP Staff. The Parties agree that either Party may at its sole discretion offer employment to any employee of the other Party or to the employee of another operating partner. Neither Party may offer employment to an employee of the other or to an employee of another operating partner without first conducting a reference check with the employee's current supervisor (or HR department, if preferred by supervisor). If the employee accepts the offer, the employing Party shall release the employee from any current contractual obligations in a manner that enables the employee to begin employment with the hiring Party within 15 business days of acceptance by the employee. Both Parties agree to work together to ensure that the transition does not disrupt student learning.

11.03 Criminal History Background Checks. Unless contracted for by the District as stated in Section 10.12, OP shall perform all criminal history background checks required by Applicable Law, including without limitation those required for vendors and contractors it selects, and shall take action required by law upon completing the background check. The District shall perform all criminal history background checks required by Applicable Law, including without limitation those required for the School's employees. The District and OP shall adhere to the laws in Senate Bill 7 in the 85th Texas Legislature and codified in TEC §§ 21.006 and 22.087. OP shall adhere to any District policies relating to TEC §§ 21.006 and 22.087 that are included in **Addendum A-2**. OP shall notify the District of any unlawful conduct or criminal misconduct discovered by or reported to the School's principal, OP's Executive Director, or School's Working Group within seven (7) business days of notice. Similarly, the District shall notify OP of any unlawful conduct or criminal misconduct discovered by or reported to the District within seven (7) business days of notice. OP shall comply with any subsequent investigation by the District as OP understands that the District is bound by the reporting requirements of TEC §§ 21.006 and 22.087. Additionally, OP also understands that the District's Superintendent may investigate and report any educator misconduct of a District employee that he or she believes in good faith may be subject to sanctions under 19 Administrative Code, Chapter 249 and/or Chapter 247, Educators' Code of Ethics. OP's failure to comply with this Section's reporting requirements shall amount to a Material Breach of this Agreement.

11.04 Child Abuse Reporting. All District and OP employees working at the School shall comply with all Applicable Law governing mandatory child abuse and neglect reporting including but not limited to the Texas Family Code Chapter 261, TEC §§ 38.004, 38.0041, and the Texas Administrative Code § 61.1051.

- 11.05 Certified Personnel. The District personnel assigned to the School shall be certified for the position for which they are assigned unless OP selects a District employee who is not certified for an assignment, and the certification requirement for the position has been waived under the District's Innovation Plan or Commissioner waiver or the District agrees to the assignment. OP may directly employ an uncertified person for an assignment, but shall otherwise verify and monitor the employee's competence and capacity to perform the assignment.
- 11.06 Employment Records. The District is responsible for maintaining the employment records for all School Personnel it employs. OP is responsible for maintaining the employment records for all School Personnel it employs. The employment records of District employees are the property of the District and OP shall make these employment records available to the District if in OP custody. All employment records of OP employees are the sole property of OP.
- 11.07 Employee Complaints and Grievances. The Parties agree that OP's employees' complaints and grievances will be governed by OP's policies. Complaints and grievances from District employees at the School or from any individual about an employee of OP will be heard in accordance with District policies, provided that the Principal of the program shall conduct the Level 1 hearing and the Executive Director shall conduct the Level 2 hearing. The Level 3 hearing shall be conducted by the District's Superintendent or designee, with the Level 4 hearing held before the District Board of Trustees unless OP's Board of Directors elects to hear the matter. Parties shall adopt procedures by which they will notify one another of complaints and shall work together to ensure complaints and grievances are adequately addressed and shall maintain a proper record of the complaint(s) or grievance(s), any decision(s) rendered, and any and all documentation relied upon by the administration in rendering a decision.
- 11.08 Teacher Retirement System. An employee of the OP 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.

ARTICLE XII. ACADEMIC PLAN

- 12.01 Curriculum and Program. OP will have sole authority to approve all curriculum decisions beyond the minimum requirements of the International Baccalaureate Career-Related Programme and those outlined in 19 Texas Administrative Code § 74.2 (relating to Description of a Required Elementary Curriculum) and § 74.3 (relating to Description of a Required Secondary Curriculum). This authority includes sole authority over lesson plans, instructional strategies, and instructional materials, as defined in TEC, §31.002(1), to be used at the School. OP will also have sole authority educational programs for specific, identified student groups, such as students of limited English proficiency,

students at risk of dropping out of school, and other statutorily defined populations.

- 12.02 Educational Plan. OP will implement the education plan described in its proposal to operate the School, attached as **Addendum A-8**. OP will ensure that curriculum satisfies the minimum requirements outlined in 19 Texas Administrative Code §§ 74.2, 74.3. OP agrees to notify the District of any significant alteration of this plan.
- 12.03 Selection of Instructional Materials. OP has sole authority to select instructional materials (as defined in TEC, §31.002(1)) for the School and represents that selected materials will align with the Texas Essential Knowledge and Skills (“TEKS”), or its successor, and any other standards that may be required under Applicable Law. The District will permit OP to use any materials currently at the School. OP agrees to notify the District by November 1, 2020 if it will not use the materials and will permit the District to collect the materials for distribution at other schools.
- 12.04 Assessments. OP will administer the Iowa Test of Basic Skills in accordance with the District-wide assessment policies and provide student performance and related information to the District upon request. Otherwise, OP has sole authority over the selection and administration of student assessments not required by state or federal law.
- 12.05 Extracurricular Programming and Participation. Students enrolled at the School may join any extracurricular activity offered to District 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 OP School leader and so long as such enrollment adheres to the rules and guidance of the University Interscholastic League (“UIL”).

ARTICLE XIII. FACILITIES

- 13.01 Facilities. Except as provided herein, the District shall provide facilities, in the form of classrooms, office furniture, equipment, and storage areas for the Schools at no cost detailed in Article XIV, and provide utilities in accordance with Facility Plan attached as Addendum A-9. Parties may expand or reduce the amount of space allotted to use by OP during the term as mutually determined and agreed upon by the Parties. Facilities do not include classroom materials (e.g., books, notepads, pencils, etc.) or any other resources needed for the Schools’ academic curriculum. With respect to the facility at which the ETxAMA is operated, OP, in coordination with the District, will be responsible for securing a suitable facility at which to operate the Academy during the term of this Agreement.
- 13.02 Ownership. The Parties acknowledge that , with the exception of the facility at which the ETxAMA is operated, all Facilities used by the School(s) are owned by the District.
- 13.03 Permitted Use. By a date that is mutually agreeable by both Parties and not later than two

weeks after the last school day of the 2019-2020 school year, the OP may use and occupy the Facilities owned by the District solely for the operation of the School as permitted by Applicable Law.

- 13.04 Furniture and Equipment for Classrooms and Instructional Areas. In consultation with OP regarding the furniture and equipment needs of the OP classrooms, the District will supply chairs, desks, bookcases, bookshelves, file cabinets, computer tables, conference tables, and other furniture as reasonably required for the School. 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 the District. Such furniture and equipment may not include classroom materials (e.g. books, notepads, pencils, etc.) or any other resources needed for the School's academic curriculum. OP may also furnish other furniture, fixtures, and equipment, at OP's cost and expense, as OP determines what is needed to implement the Program at School(s). Any costs for removal, disposal and/or storage of furniture, technology and equipment not to be used by the OP will be at a cost to the OP for the removal. Unless otherwise stated, the title to all furniture and equipment supplied by the District for use by OP remains vested in the District. OP and the District shall tag and identify their respective property so that ownership is clear. Each Party shall maintain an inventory list of all of its assets located at the campus.
- 13.05 Fixtures and Alterations. OP may attach non-permanent materials and fixtures to the walls of the School's classrooms. OP shall not make any other alterations (including adding/removing fixtures) in or to the School's classrooms or any other part of the District's facilities used by OP that would alter the walls, floors, or any other permanent structure of the District's premises unless permitted with written consent of the District.
- 13.06 Order and Maintenance. OP shall keep the School classrooms and any other portion of the District's premises, such as office space and storage area used exclusively for OP, in a neat and orderly manner. Both Parties shall comply with the Applicable Laws regarding standards of safety and health of students. The District shall be responsible for routine maintenance and major repairs of the School including, upgrades, HVAC equipment, roof repairs, and parking lot repairs. The District shall maintain all other portions of the School in a neat and orderly manner. OP shall immediately (no later than 12 hours of discovery) notify the District of any immediate and urgent repairs needed at the School.
- 13.07 Surrender of the Facilities. Except for the limited instance provided in 13.01.1 above, on the termination of this Agreement OP shall surrender the Facilities to the District. OP shall leave the Facilities in good condition and repair. OP shall return and surrender to the District all exterior door keys, interior door keys, mail box keys, and security access cards. The obligations under this Section shall survive the termination of this Agreement.

ARTICLE XIV. FINANCIAL MATTERS

- 14.01 Allocation of Funds. Except as provided in Sections 14.03.1 and 14.03.2 and 14.03.3, OP will have initial, final and sole authority to determine the use of local, state and federal funds generated by students enrolled at the School and/or that is otherwise made available to OP directly or to LISD for the benefit of students at the School. Funds allocated for control by OP shall be determined by the formulas provided in **Addendum A-9**.
- 14.02 Student Based Budgeting. As a condition of eligibility for benefits under SB 1882, the District must make a good faith effort to adopt a student based budgeting model whereby the revenue for campuses would be generated based on the number and characteristics of the students attending the campus (Student Based Budget Model). The District will assure the Texas Education Agency that it will undertake in good faith to adopt such a Student Based Budget Model, but that undertaking is conditioned upon the approval of the District's Board of Trustees. The adoption of a Student Based Budgeting Model by the District's Board of Trustees could occur during the term of this agreement, but only after consultation with OP, and would thereafter be applicable to the revenue calculation contained in this agreement. Should the District's Board of Trustees adopt a Student Based Budgeting Model during the term of this agreement and should as a specific consequence lower the overall revenues available to the OP, the District will not reduce the revenues available to OP during the remainder of the term of this agreement due to such adoption.
- 14.03 District Services. The Parties will work together in good faith to monitor the cost and quality of services provided by the District. Accordingly, the District will provide information the OP requests in the course of evaluating the cost and quality of district services provided under this Section, including information necessary to determine the actual cost of services. On or before May 15, 2020, the Parties will agree to the terms and levels of services the District will provide under this Section.
- 14.03.1 District Responsibilities. The District shall provide services identified in Section 9.02 at the cost specified in Addendum A-9. The cost will not exceed the actual cost to the District and will be reviewed by the Parties annually. If the cost to the District of providing a service declines by more than five percent from one year to the next, the District shall reduce the price charged OP such that it equals the actual charge for the following year.
- 14.03.2 Optional District Services. OP may purchase District services identified in Section 9.01 at the cost specified in Addendum A-9. The cost will not exceed the actual cost to the District and will be reviewed by the Parties annually. If the cost to the District of providing a service declines by more than five percent

from one year to the next, the District shall reduce the price charged OP such that it equals the actual charge for the following year.

14.03.3 Risk Mitigation. In order to ensure continuity of services, the District must make provision for expenses arising from unanticipated circumstances, including regulatory changes, calamitous weather, equipment failure, and unanticipated price increases related to services the District provides the OP. In order to minimize service disruption, the OP agrees to contribute to a risk fund the District will establish and draw from solely for the purpose of paying expenses arising from such unanticipated circumstances. During the 2020-2021 School Year, for each service the District provides, OP will contribute an amount calculated on a *pro rata* basis as set forth in Addendum A-9. The Parties will agree to the schedule of contributions as part of the schedule determined under Section 14.06. If the reserve fund is depleted during any school year, OP will contribute its share of funds necessary to replenish the fund in the following school year.

14.04 Calculation of Funding Allocation.

14.04.1 Mutual Agreement As a part of the budget development process for each fiscal year of this Agreement, the District and OP shall agree upon an estimate of the allocation to OP in accordance with Section 14.01. The preliminary student-level amount due to OP shall be determined by **Addendum A-10**.

14.04.2 Adjustments. Not earlier than January 15th of each year, the District shall provide OP the summer PEIMS data submissions and other data updates as appropriate for the purpose of adjusting the estimates set forth in Section 14.01 above to reflect changes in WADA-calculated formula revenues. The District will make available upon request the Fall Snapshot enrollment numbers to OP.

14.04.3 Settle-Up. No earlier than July of each year, the District shall provide OP the summer PEIMS initial data submissions and other data updates as appropriate for the purpose of adjusting the estimates set forth in Sections 14.01 to reflect changes in WADA-calculated Settle-Up. "Settle-up" refers to the end-of-fiscal-year process for reconciling the District's allocation of funds to OP with the allocation OP is due based on the District's actual earnings. Annually, the Parties shall meet to review near-final and final settle-up data within seven business days of the District's receipt of such data. Following each settle-up process, the District shall pay OP any additional funds due OP within thirty (30) business days of receipt by the District. In the event the District is due a refund from OP on the basis of the settle-up data, OP and the District shall agree to the repayment schedule in the most current fiscal year.

- 14.04.4 Adjustments for Grants. Changes in allocations for grant and special project funding shall be made at the time such grant funding becomes available. The Parties will mutually agree upon allocation of funds received under the Coronavirus Aid, Relief, and Economic Security Act within 30 days of receipt. I think you may want to add something like. “The allocation shall be based on the WADA or ADA attending schools under the jurisdiction of the Operating Partners, as compared to other Operating Partners with whom the district has a contract with.
- 14.05 Payments to Partner. Annually, the District will pay OP the product of \$130 multiplied by the number of students enrolled at the School as of the last Friday in October. Payments under this Section will be made to an account held by OP in its name and under the exclusive control of OP.
- 14.06 Distribution and Availability of Funds to OP. Subject to Section 14.04, on the first month of each year of this Agreement (August of each year), the District shall allocate to OP an amount equal to the following cumulative percentages of the most recent allocation amount calculated in accordance with Sections 14.01 and 14.02 in accordance with a schedule mutually agreed upon by the Parties no later than July 1, 2020.
- 14.07 Individual Service Pricing. The price list for District services under Sections 9.01 and 9.02 are set forth in **Addendum 9**. Prices may not exceed the actual cost to the District of providing the service. In order to ensure continuity of services, the District must make provision for expenses arising from unanticipated circumstances, including regulatory changes, calamitous weather, equipment failure, and unanticipated price increases related to services the District provides OP.
- 14.08 Management of Funds Retained in District Accounts.
- 14.08.1 Funds Paid for District Services. The District shall have the exclusive control of funds it receives as payment for services under Section 14.03. The District agrees to perform all services to the same or higher standard of quality that it has provided those services historically.
- 14.08.2 Funds Available for Discretionary Use by OP. Any funds allocated for use by OP under Section 14.01 that are not dedicated for payment to the District under Section 14.03 or for payment to OP under Section 14.04 shall be set aside by the District in a special reserve account and may be requisitioned and managed at the sole discretion of OP’s Board of Directors or its expressly designated agent. Funds reserved for discretionary use may be expended by the District personnel to cover repetitive expenses of the School(s), such as wage and benefit payments in accordance with Section 14.09, based upon a standing authorization of the OP Board, or they may be expended by District personnel based upon a single, stand-alone spending decision by the OP Board of Directors or its expressly designated

agent.

- 14.08.3 Accounting for Funds Retained in District Accounts. The Parties shall jointly develop and ensure the utilization of internal accounting control mechanisms necessary to ensure that all funds drawn from the special reserve account established under Section 14.08.2 shall be properly allocated to the District Reserve 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. The District agrees to maintain a current accounting of all transactions made in performing the optional and mandatory services under this Agreement.
- 14.09 Employee Wage and Benefit Payments. With respect to District employees assigned to campuses operated by OP, the District shall deduct from the special reserve account described in Section 14.07.2 all salaries, deductions and/or benefits paid to or on behalf of these employees 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. OP admits knowledge of and agrees that the District'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 the District 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 OP shall be liable for and shall forfeit and refund to the District such amounts allocated to it.
- 14.10 Limitations. This Agreement shall not be construed to relieve the District of any responsibility or obligation to OP if the District fails to receive funding as a result of a failure by the District or its agents or contractors to fulfill requirements necessary for securing funding from the State of Texas.
- 14.11 Refund upon Termination. In the event of termination during the Term of this Agreement, OP agrees to refund to the District within ninety (90) days of the date of termination, any advanced but unearned funds.
- 14.12 Federal and State Grants. District agrees to submit all federal and state grant applications by the deadline for grants OP decides to pursue for its campus, provided that OP's campus is eligible and that OP completes required submission materials at least three (3) days before the submission date. District also agrees that OP has initial, sole, and final discretion over the proposed budget for grant funds. OP agrees to reimburse the District for costs associated with obtaining said grant funds. In the event the District is ever required to refund any funds received from TEA specifically designated for any Federal or State grant program, then it is understood and agreed that OP shall be liable for and shall refund such amounts received. OP acknowledges any grants issued to a School

under the District's DUNS or TIN numbers are reported under the District's "schedule of federal awards" and as such will be audited during the District's annual audit. OP will provide any needed documentation to the District for the completion of its annual federal audit of grant awards. OP agrees to maintain required documentation and provide it to the District as needed for grant reporting.

14.13 Contracting, Purchasing and Procurement. The District and OP agree to develop and establish systems and processes by mutual agreement for obtaining, contracting with, and paying vendors for goods and services to be acquired by OP or at the direction of OP. Systems established under this Section will provide the full extent of contracting, purchasing and procurement flexibility available to entities holding a Subchapter C campus charter. OP will ensure compliance with applicable state and federal contracting and payment laws and will comply with the requirements of Chapter 171, Texas Local Government Code, as though it were an independent school district and its employees and board members were employees and board members of an independent school district. In those instances in which District action is necessary for procurement of goods or services, the District agrees to initiate such action within three (3) business days of OP's request and to notify OP immediately if additional information is necessary for the District to complete the required action or if other barriers to completion require resolution. OP reserves the right to contract for any services it deems beneficial in operation of the School. Purchases of goods with federal grant funds will be made by the District in compliance with its purchasing policies and procedures.

14.14 Accounting and Audits. OP shall comply with generally accepted fiscal management and accounting principles. The Parties shall comply with the financial performance goals detailed in **Addendum A-3**, which shall include, but is not limited to a completion of OP's annual financial report, receipt of an unqualified audit opinion, and specific consequences in the event that OP does not meet the financial performance goals. In addition to any audits required by Applicable Law, OP shall submit to the District within 180 days following the end of each fiscal year during the Term of this Agreement, financial statements audited by an independent certified public accountant. The District shall also retain the right to conduct at its own expense its own campus audit of the School Campus as it deems necessary. OP 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 both Parties agree that any expenditures relating to this Agreement are disallowed, OP agrees to reimburse the District immediately for the requisite full amount.

14.15 OP's Acceptance and Use of Private Philanthropic Support. The Parties acknowledge that OP raises private philanthropic funding to support the costs of its School Campus operations across its entire nationwide network of public charter schools. The District

acknowledges and agrees that any philanthropic support raised by OP to support the School Campus will be accepted and used at the OP's sole discretion for the benefit of the students."

ARTICLE XV. RECORDS AND REPORTING

- 15.01 **Records Management System.** The District and the OP shall maintain 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, however, 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 this Agreement.
- 15.02 **State and Federal Reporting.** OP shall report timely and accurate information to the District as necessary for the District to comply with all applicable state and federal requirements. OP shall report information in the manner requested by the District and correct any demonstrable errors as requested by the District, provided that the manner of reporting or correction requested is not unduly burdensome to OP. The parties shall work cooperatively to develop an efficient system of data collection and reporting process that eliminates duplication of effort to the largest extent possible.
- 15.03 **Lawful Disclosure.** To the extent that OP or the District will come into possession of student records and information, and to the extent that OP or the District 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 FERPA and the Texas Public Information Act. In the event that the District is required to furnish information or records of the School Campus pursuant to the Texas Public Information Act, OP shall furnish such information and records to the District, and the District shall have the right to release such information and records. Either OP or the District may object to disclosure of information and records under FERPA or the Texas Public Information Act.

ARTICLE XVI. INTELLECTUAL PROPERTIES

- 16.01 **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 the District for the School shall be owned by the District, and any materials created exclusively by OP for the School shall be OP's proprietary material. The Parties acknowledge and agree that neither has any intellectual property interest or claims in the other Party's proprietary materials, but each party has a license to use the other party's proprietary materials for the entire term of this Agreement so long as prior written approval is secured from the other Party and proper attribution is made. 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.

- 16.02 **Name.** OP owns the intellectual property right and interest to the name “**Longview LEAP**”. The Parties agree that the name **Longview LEAP** may be used by either Party during the Term of the Agreement. The Parties agree that after the expiration or termination of this Agreement, the District shall not use the name **Longview LEAP** for its own individual purposes.

ARTICLE XVII. INSURANCE

- 17.01 **Insurance Coverage.** The District shall, on behalf of OP and using funds drawn from the special reserve account described in Section 14.08.2, secure and keep in force during the Term of this Agreement commercial general liability insurance coverage, including contractual coverage, automobile liability insurance coverage, and sexual misconduct and molestation coverage, with minimum liability limits of \$1,000,000 per occurrence, with a \$2,000,000 annual aggregate. The District is to be named as an additional insured under such coverage for any liability arising, directly or indirectly, under or in connection with this Agreement, or with regard to the operations of the School Campus or any event arising therefrom. The District shall obtain and maintain property insurance for the School Facility, naming OP as additional insured on each policy and endorsement. Each Party may elect to carry insurance to insure its own personal property located at the Schools If the OP elects to contract for the District to secure insurance on its behalf for any purpose under this section, OP shall retain final authority to select the insurance provider, and to approve all terms and conditions including coverages, terms of coverage, premiums and related terms. The District shall maintain casualty insurance on the Facilities and on its personal property and commercial general liability coverage applicable to any services it provides at the School Campus, in substantially the same manner as it maintains such insurance with respect to other District schools. The District on behalf of OP, using funds drawn from the special reserve account described in Section 14.08.2 shall also maintain (a) broad form casualty coverage for all personal property located or used at the School, including the Furnishings, which coverage shall be on a full replacement value basis, and (b) worker’s compensation insurance to the extent required by the laws of the State of Texas. Using funds drawn from the special reserve account described in Section 14.08.2, the District shall arrange payment for any deductible or other similar obligation under OP’s insurance policies, which shall not exceed \$25,000. Notwithstanding the foregoing requirement regarding insurance coverage, the District shall have the right to self-insure part or all of said insurance coverage in the District’s sole discretion, so long as OP is fully indemnified from any risk resulting from such self-insurance. In the event that the District elects to self-insure all or any part of any risk that would be insured under the policies and limits described above, and an event occurs where insurance proceeds would have been available but for the election to self-insure, the District shall make funds available to the same extent that they would have been available had such insurance policy been carried.

- 17.02 Form of Policies. All of OP's insurance policies shall be issued by insurance companies qualified to operate in Texas and otherwise reasonably acceptable to the District. Such policies shall name the District, and such other related parties as the District elects, as additional insureds. Evidence of insurance shall be delivered to the District on or before the Possession Date, and thereafter within thirty (30) days prior to the expiration of the term of each such policy, or immediately upon OP's obtaining a new policy. Such coverage may be maintained under a blanket insurance policy of OP.
- 17.03 Evidence of Insurance. Upon request, a Party will furnish a certificate of insurance to the other Party evidencing the required coverage within thirty (30) days after the Possession Date of this Agreement and annually thereafter. Each Party will provide to the other Party notice of any cancellation or material adverse change to such insurance within thirty (30) days of such occurrence.
- 17.04 Cooperation. To the extent that it is reasonably practicable, each Party will comply with any information or reporting requirements required by any of the other Party's insurers.
- 17.05 Insurance Companies. All insurance coverage described in this Article shall be obtained from companies that are authorized to do business in the State of Texas.

ARTICLE XVIII. MUTUAL INDEMNIFICATION

- 18.01 TO THE EXTENT PERMITTED BY LAW, THE PARTIES AGREE TO COMPLY WITH THE FOLLOWING MUTUAL INDEMNITY PROVISION:

TO THE EXTENT PERMITTED BY LAW, EACH PARTY COVENANTS AND AGREES TO FULLY INDEMNIFY, DEFEND AND HOLD HARMLESS, THE OTHER PARTY AND THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS AND REPRESENTATIVES OF THE OTHER PARTY, INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY, DEATH AND PROPERTY DAMAGE, MADE UPON THE OTHER PARTY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO THE ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY ACTS OR OMISSIONS OF EITHER PARTY, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONTRACTOR OF EITHER PARTY, AND THEIR RESPECTIVE OFFICERS, AGENTS EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OF THE RIGHTS OR

PERFORMANCE OF THE DUTIES UNDER THIS AGREEMENT. THE INDEMNITY PROVIDED FOR IN THIS SECTION SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OF THE EITHER PARTY, ITS OFFICERS OR EMPLOYEES, IN INSTANCES WHERE SUCH NEGLIGENCE CAUSES PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE. IN THE EVENT OP AND THE DISTRICT ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE DISTRICT OR THE OP UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

THE PROVISIONS OF THIS MUTUAL INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

EACH PARTY SHALL ADVISE THE OTHER PARTY IN WRITING WITHIN 24 HOURS OF ANY CLAIM OR DEMAND KNOWN BY THE PART THAT IS AGAINST THE EITHER PARTY AND IS RELATED TO OR ARISING OUT OF THE ACTIVITIES UNDER THIS AGREEMENT.

ARTICLE XX. GENERAL AND MISCELLANEOUS

- 20.01 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.
- 20.02 Severability. The parties intend that each provision hereof constitute a separate agreement between or among them. Accordingly, the provisions hereof are severable and in the event that any provision of this Agreement shall be deemed invalid or unenforceable in any respect by a court of competent jurisdiction, the remaining provisions hereof will not be affected, but will, subject to the discretion of such court, remain in full force and effect, and any invalid or unenforceable provision will be deemed, without further action on the part of the parties, amended and limited to the extent necessary to render the same valid and enforceable and reflect the intent of the parties.
- 20.03 Waiver. No waiver of any provision of this Agreement will be effective unless in writing, nor will such waiver constitute a waiver of any other provision of this Agreement, nor will such waiver constitute a continuing waiver unless otherwise expressly stated herein.

- 20.04 Venue and Jurisdiction. OP and the District agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Longview County, Texas. Any action or proceeding to enforce the terms of this Agreement or adjudicate any dispute arising out of this Agreement shall be brought in a court of competent jurisdiction in Longview County or in the United States District Court for the Western District of Texas, Longview Division
- 20.05 Governing Law. The laws of the State of Texas, without regard to its conflict of laws provisions, will govern this Agreement, its construction, and the determination of any rights, duties, obligations, and remedies of the parties arising out of or relating to this Agreement.
- 20.06 Assignment. Except as otherwise provided in this Agreement, neither Party may assign or delegate any rights or obligations under this Agreement without the prior written consent of the other Party.
- 20.07 Successors and Assigns. This Agreement will be binding upon, and inure to the benefit of, the parties and their respective successors and permitted assigns.
- 20.08 Headings and Captions. The headings and captions appearing in this Agreement have been included only for convenience and shall not affect or be taken into account in the interpretation of this Agreement.
- 20.09 Amendment. Any future amendment to this Agreement shall be in writing and signed and agreed to by both Parties.
- 20.10 Notice. Any notice or communication required or permitted hereunder shall be given in writing, sent by (a) personal delivery, or (b) expedited delivery service with proof of delivery, (c) United States mail, postage prepaid, registered or certified mail, or (d) via facsimile and/or e-mail address as follows:

If to the OP:

Shawn Hara
905 Jack Ct.
Longview, TX 75601

With a copy to:
shara@longviewtexas.gov

If to the DISTRICT:

James Wilcox
Longview Independent
1301 E. Young Street
Longview, Texas 75602

With a copy to:
jewilcox@lisd.org

Entered into this 28rd day of April 2020:

Longview Independent School District

Virginia Northcutt

By: Virginia Northcutt, Board President

Longview LEAP

Shawn Hara

By: Shawn Hara, Board President

LIST OF ADDENDA:

Addendum 1: District's Charter Policy

Addendum 2: Policies Applicable to OP

Addendum 3: Annual Academic & Financial Performance Specifications/Goals

Addendum 4: Performance Consequences

Addenda 5: Monitoring and Oversight Plan

Addendum 6: Board of Directors

Addendum 7: Attendance Area Defined

Addendum 8: Facility Plan

Addendum 9: Financial Calculation Workbook, Service Menu and Price List

Addendum A-1

Local Board Charter Policy (ELA Local)

A copy of Longview ISD's ELA (LOCAL) policy can be access via the following link:

[https://pol.tasb.org/Policy/Download/540?filename=ELA\(LOCAL\).pdf](https://pol.tasb.org/Policy/Download/540?filename=ELA(LOCAL).pdf)

Addendum A-2

ADOPTED LISD POLICIES

Addendum A-2

The (OP) will opt into the following Longview ISD policies in their current form:

AB AE AF BQA BQB CAA CJ CKB CKC CLB CLE CNA CO COB CPAB CPC CQB CRB
CRD

EB EEH EHBAF EHBC EL ELA FDE FFAC FFAF FFB FFG FMF FNE FP GKC

Addendum A-3

PERFORMANCE GOALS

Addendum A-3

Academic Performance Goals

Performance Measure #1	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Authorization for International Baccalaureate Career-Related Programme	On track for Authorization	On track for Authorization	On track for Authorization	Authorized	Authorized

Performance Measure #2	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
State Letter Grade Rating under TEA Alternative Accountability Procedures	B	B	B	A	A

Financial Performance Goals

Performance Measure #1	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Evidence of Sound Financial and Organizational practices	Unqualified Audit Opinion	Unqualified Audit Opinion	Unqualified Audit Opinion	Unqualified Audit Opinion	Unqualified Audit Opinion
Performance Measure #2	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Compliance with State and Federal Reporting Requirements	Timely submission of required data and reports	Timely submission of required data and reports	Timely submission of required data and reports	Timely submission of required data and reports	Timely submission of required data and reports

Addendum A-4

Performance Consequences

Addendum 4

Consequences for Failure to Meet Performance Goals

Schedule of Progressive Consequences

<i>Failure to Meet Performance Goals*</i>	<i>Consequence</i>
<p>YEAR 1 2020-2021</p>	<p>C Rating Public Hearing inclusive of School-Level Data Reviews</p> <p>D or F Rating: Monthly Public Hearings inclusive of School-Level Data Reviews and/or Probation</p> <p>Notice of Intent to Withdraw IB Authorization Probation and Monthly Public Hearings Addressing Progress on Plan to Rectify Deficiencies</p> <p>Withdrawal of IB Authorization Probation and Submission of Plan to Reactivate Authorization</p> <p>Failure to Meet Financial Goals Required financial training and adoption of policies and procedures to remedy deficiency</p>
<p>YEAR 2 2021-2022</p>	<p>C Rating: Public Hearing inclusive of School-Level Data Reviews and/or Probation</p> <p>D Rating: Monthly Public Hearings inclusive of School-Level Data Reviews and Probation</p> <p>First F Rating: Monthly Public Hearings inclusive of School-Level Data Reviews and</p>

	<p>Probation</p> <p>Or</p> <p>Termination of Contract and Revocation of Charter</p> <p>Consecutive F Ratings: Termination of Contract and Revocation of Charter</p> <p>Notice of Intent to Withdraw IB Authorization Probation and Monthly Public Hearings Addressing Progress on Plan to Rectify Deficiencies</p> <p>Withdrawal of IB Authorization Probation and Submission of Plan to Reactivate Authorization</p> <p>Failure to Meet Financial Goals</p> <p>Required financial training and adoption of policies and procedures to remedy deficiency</p> <p>OR (depending on severity of deficiency)</p> <p>Probation</p>
<p>YEAR 3 2022-2023</p>	<p>C Rating: Monthly Public Hearings inclusive of School-Level Data Reviews and Probation</p> <p>D Rating: Monthly Public Hearings inclusive of School-Level Data Reviews and Probation</p> <p>Or for campuses with Consecutive D Ratings: Termination of Contract and Revocation of Charter</p>

	<p>F Rating: Termination of Contract and Revocation of Charter</p> <p>Notice of Intent to Withdraw IB Authorization Probation and Monthly Public Hearings Addressing Progress on Plan to Rectify Deficiencies</p> <p>Withdrawal of IB Authorization Termination of Contract and Revocation of Charter</p> <p>Failure to Meet Financial Goals Required financial training and adoption of policies and procedures to remedy deficiency Or (depending on severity of deficiency) Probation Or If OP on Probation for Financial Reasons in Year 2, Termination/Nonrenewal</p>
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*School -level performance goals are set forth in Addendum 3.

Addendum A-5

Monitoring and Oversight Plan

LONGVIEW ISD MONITORING AND OVERSIGHT PLAN

Area of Oversight	Description	Monitoring Action	Calendar	Rationale/Authority
Academic Performance	Partners should be on track for meeting the academic performance goals in the contract and the school performance framework, once it is operational.	<p>Interim Assessment Data Update:</p> <ul style="list-style-type: none"> ● Partners submits IOWA assessment data to LISD and LISD reviews it ● Partner provides interim assessment data from its selected assessments, overall and disaggregated by subgroup <ul style="list-style-type: none"> ● Partner provides update to Office of Innovation on strategies to improve or maintain performance in written updates available to LISD staff and community ● Partner provides update to LISD board on strategies to improve or maintain performance at least twice per year <p>State Assessment Data Update (annually):</p> <ul style="list-style-type: none"> ● LISD gathers and reviews Texas Accountability A-F grade and related data; ● Partner provides update to Office of Innovation on strategies to improve or maintain performance ● Partner provides update to LISD board on strategies to improve or maintain performance <p>Annual Performance Report</p> <ul style="list-style-type: none"> ● LISD publishes a public annual performance report for each campus summarizing the campus performance. 	<p>October, December, March, and June (School Level Interim Data)</p> <p>August (State Accountability Data)</p> <p>With 30 days notice (Annual Evaluative Monitoring Visit)</p> <p>October (Publication of Annual Performance Reports)</p>	Performance Contract (8.01)

		<p>Report will include data from STAAR, data collected throughout the year, school performance framework measures where applicable, and results of the annual evaluative monitoring site visit.</p>		
<p>OP Board Oversight of Academic Program</p>	<p>Partner(s) must maintain relevant certification for academic program as stipulated in contract (i.e. International Baccalaureate) and ensure that OP achieves performance goals and related targets.</p>	<ul style="list-style-type: none"> ● Annual Assurance from OP board of director that certification(s) are active ● LISD reviews OP board meeting information to ensure that school performance on contractual goals is reviewed by OP board <ul style="list-style-type: none"> ○ The Office of Innovation should have a standing item at each OP’s board meeting to present LISD updates, if applicable 	<p>LISD reviews board meeting information quarterly in year 1 of school operation (can adjust frequency in subsequent years based on performance)</p>	<p>Performance Contract (8.4)</p>
<p>OP Board Membership</p>	<p>OP board will not include any of LISD’s board of trustees or staff.</p>	<ul style="list-style-type: none"> ● OP provides board roster, including member, position, term, and employer ● OP posts board roster to OP website. ● LISD reviews board composition for compliance ● OP notifies LISD in writing of any change to board membership within 30 days 	<ul style="list-style-type: none"> ● At contract signing; ● Within 30 days of a board change; ● Verified in board meeting minute review; ● Review website annually (September). 	<p>1882 Requirements Performance Contract (10.1)</p>

<p>Texas Open Meetings Act & Texas Public Information Act</p>	<p>OP Board must meet compliance requirements, including Texas Open Meetings Act.</p>	<p>Texas Open Meetings Act Compliance:</p> <ul style="list-style-type: none"> ● Partner posts meeting notice and meeting minutes on its website <ul style="list-style-type: none"> ○ District will confirm notice of meetings and public access to meeting minutes ● CIO may attend board meetings to assess compliance: <ul style="list-style-type: none"> ○ Operating with quorum ○ Ensure accessibility to meetings ○ Closing meetings only in accordance with law ● Partner provides evidence that each board member has completed OMA and PIA trainings within 90 days of contract approval or for new members, joining the board 	<ul style="list-style-type: none"> ● LISD reviews board meeting information quarterly in Year 1 of school operation ● LISD CIO attends at least one board meeting annually ● As Needed (Open Meetings) ● Contract Signing (Roster) ● As Needed (for any roster changes) ● 90 days after signing (training evidence) ● Annually in September (LISD review of OP website for compliance) 	<p>Texas Open Meetings Act & Public Information Act</p>
<p>Area of Oversight</p>	<p>Description</p>	<p>Monitoring Action</p>	<p>Calendar</p>	<p>Rationale/Authority</p>

<p>Schedule</p>	<p>Partner schedules must meet state requirements for minutes of instruction and terms of the contract. OP and LISD come to certain agreements on schedule to coordinate transportation and other provided services dependent on school day and school year schedule</p>	<p>Partner must provide LISD with school schedule information annually, no later than April 15th of the preceding school year.</p> <p>LISD reviews schedule information for:</p> <ul style="list-style-type: none"> ● Compliance with state requirements for number of minutes ● Material consistency with approved model ● Coordination of provided operations supports 	<p>On or before April 15th of the preceding school year</p>	<p>Performance Contract (10.8)</p> <p>State Law, Texas Education Code</p>
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<p>Annual Audit & Financial Health</p>	<p>Partners must be on track for meeting financial performance goals in the contract.</p>	<p>Partner submits following annual reports to the Office of Innovation:</p> <ul style="list-style-type: none"> ● Financial Report ● Year End Audit ● Budget ● Cash Flow Statement <p>Partner submits following quarterly reports to the Office of Innovation:</p> <ul style="list-style-type: none"> ● Income/Expense Report ● Balance Sheet ● Budget to Actuals ● Cash Flow Statement <p>LISD will make available up-to-date School Level budget reports to OP; LISD will confirm that these reports are reviewed by OP board</p> <p>The District will also retain the right to conduct at its own expense its own campus audit of the School Campus as it deems necessary.</p>	<p>Annual reports within 180 days following the end of each of fiscal year</p> <p>Quarterly reports in October, January, April, and July</p> <p>Quarterly review of OP board meeting minutes</p>	<p>Performance Contract (14.13 and Addendum 3)</p> <p>State and Federal Laws</p>
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<p>Contracting, Purchasing, and Procurement</p>	<p>OP's business operations meet requirements for state and federal contracting, purchasing, and procurement.</p>	<ul style="list-style-type: none"> OP submits business operations manual or relevant fiscal policies to LISD LISD reviews for compliance with state and federal contracting and payment requirements 	<p>August annually or if policies have been modified</p>	<p>State and Federal Law</p>
<p>Discipline and Expulsion Policies and Practices</p>	<p>OP must comply with district policy or OP's own policy regarding student discipline and expulsion, consistent</p>	<ul style="list-style-type: none"> OP provides data on suspension annually disaggregated by race, gender, and subgroup; OP submits to LISD information on 	<p>June - annually or as needed when situations arise.</p>	<p>Performance Contract (10.7) State and Federal Laws</p>

	<p>with its proposal to operate a new school and the charter contract.</p>	<p>potential expulsion prior to any decisions;</p> <ul style="list-style-type: none"> OP submits to LISD any proposed modifications to discipline policies and practices at least 60 days prior to proposed implementation; <p>LISD reviews data for any possible concerns; Follows up and requests additional data as needed.</p>		
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<p>Educational Plan, Academic Model, Curriculum and Instructional Materials</p>	<p>OP implements an educational program materially consistent with that described in its proposal to operate the school, criteria that may be outlined in the contract, and consistent with state requirements.</p>	<ul style="list-style-type: none"> OP shall provide evidence that the curriculum meets minimum state requirements. OP shall provide evidence that it is implementing the material terms of the educational plan described in its proposal to operate the school and the contract. LISD will conduct site visits to gather evidence that material terms of the educational program are being implemented with fidelity. 	<p>Annual evaluative monitoring site visit (30 days notice)</p> <p>Additional site visits are allowed at a reasonable frequency as needed as long as LISD notifies the OP CEO/Executive Director of the planned visit at least one week in advance</p>	<p>Performance Contract (12.1 and 12.2)</p> <p>Texas Education Code (incl. TEKS)</p>
<p>Compliance With Applicable Law</p>	<p>Including but not limited to:</p> <ul style="list-style-type: none"> Title VI of Civil Rights Act Title VII of Civil Rights Act Title 1X Section 504 Age Discrimination 	<p>Signed Contract = Assurance</p> <ul style="list-style-type: none"> Additional documentation if issues arise or as required by State or Federal monitoring. 	<p>At contract signing;</p> <p>Additional documentation requests as issues arise or as required by State or Federal monitoring.</p>	<p>State and Federal law</p>

	<p>Act</p> <ul style="list-style-type: none"> ● ADA ● IDEA ● FERPA ● ESSA (as indicated in Act) ● Texas Education Code (to the extent not exempt) ● Records retentions laws ● COI laws ● Texas Local Gov't Code (to the extent it applies to school districts) ● Texas Public Information Act 			
<p>OP Adoption of Board Policies per Contract or Operation in accordance with District Board Policies</p>	<p>OP must adopt board policies specified in the charter contract at a public meeting held consistent with Texas Open Meetings Law and provide proposed policies or changes to current policy to LISD for review and comment.</p>	<ul style="list-style-type: none"> ● OP provides draft policies and changes to LISD at least 21 days prior to the date on which it plans to cease operating in accordance with the policy. ● District reviews policies provides feedback to OP if necessary (Respect school autonomy); ● Ensure stated policies are adopted at a public meeting of the OP board; OP ● must post all adopted policies 	<ul style="list-style-type: none"> ● Review board meeting information quarterly in Year 1 of school operation (can adjust frequency based on performance in subsequent years); ● Attend at least one board meeting annually; Review 	<p>Performance Contract (7.2)</p>

		<p>including relevant district policies on school website;</p> <ul style="list-style-type: none"> • OP must notify LISD if new policies are adopted and provide resolutions as necessary. 	<p>website at least annually(September)</p> <ul style="list-style-type: none"> • Further inquiry request for documentation on an as needed basis. 	
Area of Oversight	Description	Monitoring Action	Calendar	Rationale/Authority
Student Enrollment	Enrollment at the school must be open and equitable and follows LISD centralized enrollment process policies except where the model requires selective admissions	LISD will have a secret shopper test at all campuses to ensure equitable practices in recruitment	Annually during the enrollment window (typically winter/spring) and as needed	Performance Contract
Criminal History Background Checks	The District and OP will ensure criminal history background checks are completed on school employees, and all vendor and contractor personnel who enter the buildings.	Policy must be codified in school handbook; OP must have these on file and available for review by the LISD	Annual review as part of annual compliance site visit.	Performance Contract (10.10)

<p>Certified Personnel</p>	<p>The District personnel assigned to the School will be certified for the position for which they are assigned unless OP selects a District employee who is not certified for an assignment,</p>	<p>OP provides assignment lists of all teachers and staff to the LISD including name, dates of assignment, assignment, licensure.</p> <p>This list is provided at the start of each school year and upon any changes. LISD verifies teacher certification and spot</p>	<p>September and when there are any changes.</p>	<p>Performance Contract (11.5) Texas Education Code</p>
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	<p>and the certification requirement for the position has been waived under the District's Innovation Plan or Commissioner waiver or the District agrees to the assignment. OP may directly employ an uncertified person for an assignment, but shall otherwise verify and monitor the employee's competence and capacity to perform the assignment.</p>	<p>checks during site visits.</p>		
<p>Employment Records</p>	<p>LISD maintains employment records, as applicable, for all personnel it employs.</p> <p>OP maintains employment records, as applicable, for all personnel it employs.</p>	<p>OP will develop and share with LISD a process to record and communicate any personnel actions related to LISD personnel assigned to OP campuses.</p> <p>Annually, OP will share the full set of personnel actions from the year. LISD will confirm that all of those actions are incorporated into employee records as required and that each action was communicated appropriately.</p>	<p>September of first year of operation (process to record and communicate)</p> <p>Annually in June (personnel actions review)</p>	<p>Performance Contract (11.6)</p>

Other Compliance	<p>OP must meet requirements for fingerprinting</p> <p>OP must meet requirements for insurance</p>	<p>OP will ensure all school employees have completed fingerprinting as required by state or federal law</p> <p>OP submits evidence of insurance coverage to the District. District will review insurance coverage for compliance.</p>	<p>Upon request or within 30 days of any cancellation or material adverse change</p>	<p>Performance Contract (13.7) and Article 17</p>
Records Management	<p>OP must implement a</p>	<p>Signed Contract = Assurance</p>	<ul style="list-style-type: none"> At contract signing 	<p>Local</p>

System	<p>records management system that conforms to the system required of the school district.</p>	<p>Additional verification if issues arise.</p>	<ul style="list-style-type: none"> Additional verification as issues arise. 	<p>Government Records Act</p>
State and Federal Reporting	<p>OP must provide information to LISD on an as needed basis for state and federal reporting. District will make all attempts to provide OP appropriate notice regarding such reporting requirements.</p>	<p>As required by state and federal reporting.</p>	<ul style="list-style-type: none"> As needed 	<p>State and Federal Law</p>

Addendum A-6

GOVERNING BOARD

LEAP Board of Directors

Full Name	Current Job Title and Employer	Position with Proposed School
Shawn Hara	Media and Tourism Manager, City of Longview	Board member
Wayne Mansfield	CEO, LEDCO	Board member
Keith Bonds	City Manager, Longview	Board member

Addendum A-7

EDUCATION PLAN

School Information

**NOTE: Complete this part for each school / campus included in this proposal.
Duplicate as needed.**

Proposed School / Campus Name/ Program		Opening Year	Grades: Year 1	Grades: At Capacity
LEAP Early Graduation High School_East Texas Advanced Manufacturing Academy		2020	9-12	9-12
Proposed Location				
School District <i>Identify the school district in which the charter school will be located.</i>		Longview ISD		
Address of Identified Facility <i>If applicable.</i>		519 W South St, Longview, TX 75601		
Projected Demographic Information				
		% FRL: 61.2	% SpEd: 8.7	% ELL: 7
Model / Specialty (Check all that apply)				
<input type="checkbox"/> IB <input checked="" type="checkbox"/> Career / Technical Ed. <input type="checkbox"/> Educator Preparatory Residency and Demonstration School				
<input type="checkbox"/> Project-Based Learning				

Name of Proposed Principal	Jody Sanders
Current Employment	Principal
Phone Number – Day	Office 903-803-5982
Phone Number – Evening	903-981-3647
Email	jsanders@lisd.org

Proposed School / Campus Name/Program	Opening Year	Grades: Year 1	Grades: At Capacity
LEAP Early Graduation High School_ Early Graduation Academy	2020	9-12	9-12
Proposed Location			
School District <i>Identify the school district in which the charter school will be located.</i>	Longview ISD		
Address of Identified Facility <i>If applicable.</i>	410 S Green St Longview, TX 75601		
Projected Demographic Information			
	% FRL: 69.8	% SpEd: 8.6	% ELL: 13.8
Model / Specialty (Check all that apply)			
<input type="checkbox"/> IB <input checked="" type="checkbox"/> Career / Technical Ed. <input type="checkbox"/> Educator Preparatory Residency and Demonstration School			
<input type="checkbox"/> Project-Based Learning			

Name of Proposed Principal Kristi Means
Current Employment Principal
Phone Number – Day (903) 381-3921
Phone Number – Evening
Email kmeans@lisd.org

Section 1 - School Overview

This section is not rated separately by the evaluators. It provides the evaluators with a reference for each of the other sections of the proposal, which will be assessed, in part, for the quality of alignment with the School Overview. Please reference page limit requirements on page 5 (Specifications).

Executive Summary

(Limit: 4 Pages)

The Executive Summary should provide a concise overview of the proposed plan for the school; the outcomes you expect to achieve; the geographic and population considerations of the school environment; the challenges particular to those considerations; and the applicant team's capacity to successfully open and operate a high-quality school given the above considerations.

1. **Mission and Vision.** State the mission and vision of the proposed school. The mission is a statement of the fundamental purpose of the school, describing why it exists. The vision statement describes how the school will operate and what success looks like for students. The mission and vision statement provide the foundation for the entire proposal, and taken together, should identify the students and community to be served and illustrate what success for students will look like.

Response

The LEAP Early Graduation High School is composed of two programs that enable high school students to choose the path to high school graduation and postsecondary success.

East Texas Advanced Man Manufacturing Academy (ETxAMA). The objective of ETxAMA is to equip students with the manufacturing skills necessary to fill current and future job openings for the East Texas industry base. It is our vision to ensure that every student in Longview has a clear pathway toward a bright future along with the support necessary to advance along that pathway.

Early Graduation Academy. The mission of the Early Graduation Academy is to provide the opportunity for an early graduation and to prepare students for college and/or the workforce. The vision is to offer students the opportunity to complete credit recovery and early graduation through a mastery-based learning program offered through morning, afternoon, and evening sessions.

2. **Educational Need and Anticipated Student Population.** Describe the anticipated student population, students anticipated educational needs, and nonacademic challenges the school is likely to encounter. Describe the rationale for selecting the location and targeting this student population.

Response

Nearly three-quarters of the Longview student population comes from low-income households, and over one-fifth are English Language Learners. Longview ISD has embraced these challenges, insisting that every student have a chance for a lifetime of

opportunity. At the same time, it is all the more critical that our community leverage every available resource to meet the needs of our students. The LEAP partnership brings the expertise of municipal, economic development, and education leaders together to maximize our impact. By formalizing relationships under a nonprofit corporation dedicated to the advancement of students attending ETxAMA and EGA, leaders will be better able to coordinate resources as well as collaboratively expand work-based learning opportunities for our youth. Research demonstrates that many students who do not thrive in a traditional high school become deeply engaged in real-world learning experiences. LEAP aims to meet these students where they are by making the high school experience exciting, relevant, and aligned to high-demand careers in our region.

At the same time, some students are prepared and eager to finish high school early and advance to post-secondary learning and/or the workforce. We believe close coordination with our city and economic development sectors will also benefit these students by providing better visibility into opportunities and the chance to make work-based learning part of their experience before leaving the district.

3. **Education Plan / School Design.** Provide an overview of the education program of the proposed school, including major instructional methods, assessment strategies, and non-negotiables of the school model. Describe the evidence that demonstrates the school model will be successful in improving academic achievement for the targeted student population.

Response

ETxAMA

ETxAMA is a critical part of a comprehensive, long-range plan to provide families in the East Texas Region with an array of educational choices, each linked to opportunities for fulfilling careers. ETxAMA is a partnership among manufacturing industries, regional independent school districts, Kilgore College, and Texas State Technical College.

Early Graduation Academy. The Early Graduation Academy offers an early graduation program with a flexible learning environment. The program is organized to accomplish the following goals:

- To provide a safe environment for students who would like to complete their requirements for graduation early.
- To provide students the opportunity to earn dual credits.
- To provide experiences that enhance student's learning.

Students accelerate toward graduation at their own pace, receiving credit as they complete course requirements. Students have the benefit of both digital and live instruction. The additional resources available through this partnership will enable program leaders to strengthen this blended learning experience. The partnership will also create opportunities for the EGA and ETxAMA to pool resources and expertise to create high-quality work-based learning opportunities. By broadening relationships with employers, EGA will be able to improve upon the strong base for postsecondary success it has built thus far.

Both ETxAMA and the Early Graduation Academy will continue to ensure that students from all backgrounds are welcome at the Academy and will coordinate with the District to

continuously refine recruitment and enrollment processes and requirements that will not exclude or discourage the enrollment of any of the subpopulations of at-risk students, including, but not limited to, students with disabilities, students who are of limited English proficiency or who have failed a state administered assessment.

-
4. **Leadership and Governance.** List the current members of the school’s proposed leadership team and governing board, including their roles with the school and their current professional affiliations.

Add lines to the following table, as needed. Do not list members of the applicant team who will not have an official leadership role with the school going forward, such as consultants.

Full Name	Current Job Title and Employer	Position with Proposed School
Shawn Hara	Media and Tourism Manager, City of Longview	Board member
Wayne Mansfield	CEO, LEDCO	Board member
Keith Bonds	City Manager, City of Longview	Board member
GS Kreuger	CTE Director, LISD	Exec. Director
Jody Sanders	School Leader, LISD	ETxAMA Principal
Kristi Means	School Leader, LISD	EGA Principal

Enrollment Summary

(Limit: 2 Pages)

1. Complete the table below, illustrating the growth plan for the school. Indicate the school year (e.g., for Year 1, change 20xx to 2020) for each column. **Note: Remove any rows for grades the school will not serve.**

Grade Level	Number of Students – East TX Manufacturing Academy					
	Year 1 2020	Year 2 2021	Year 3 2022	Year 4 2023	Year 5 2024	At Capacity 2025
9						
10						
11	16	20	25	30	35	40
12	9	16	20	25	30	40
TOTAL	25	36	45	55	65	80

Grade Level	Number of Students – EGA High School					
	Year 1 2020	Year 2 2021	Year 3 2022	Year 4 2023	Year 5 2024	At Capacity 2025
9	17	17	18	19	19	19
10	35	36	37	37	38	38
11	43	45	47	48	49	49
12	21	22	23	24	25	25
TOTAL	116	120	125	128	128	128

2. Then, briefly describe the rationale for the number of students and grade levels served in Year 1 and the basis for the growth plan as outlined in the table.

These are conservative estimates in the interest of cautious planning. We believe there is the possibility that enrollment will grow and are prepared to serve more students. The relatively lower number of students in twelfth grade is a result of early graduations.

Section 2 – Educational Program

A strong Educational Program is coherent overall and aligned internally with the school's mission and vision, Operations Plan, and Financial Plan.

Curriculum and Instructional Design

1. Provide evidence of the following:
 - a. A framework for a rigorous, quality instructional design that reflects the needs of the school's target population and will ensure all students meet or exceed the expectations of Texas state standards;
 - b. Sound instructional strategies that incorporate rigorous, high-quality experiences that promote critical-thinking skills and an explanation of why they are well-suited for the targeted student population;
 - c. Effective methods and systems for providing differentiated instruction to meet the needs of all students and plans to utilize an RTI model to identify and serve students with learning gaps;
 - d. A plan to maximize instructional time through consistent, efficient, and visible structures; and
 - e. A sound base for the proposed educational program in research, theory, and/or experience, including that it is likely to be rigorous, engaging, and effective for the anticipated student population.

Response

ETxAMA

Industry Aligned Work-Based Learning. As described above, ETxAMA will feature high-quality career and technology programming that enables students to earn dual credit in high-demand, high-wage career pathways. The Academy currently provides high school students an opportunity to obtain training in Instrumentation and Electrical Technology and Precision Machining Technology through dual credit courses. These courses prepare area high school juniors and seniors for

professional careers in machine operating, manufacturing and programming. Students completing the training have opportunities in the region among 15 industry partners.

International Baccalaureate® (IB) Career-related Programme. Additionally, students will have the opportunity to participate in the International Baccalaureate® (IB) Career-related Programme (CP). This program enables students to engage in career-related learning while gaining transferable and lifelong skills in applied knowledge, critical thinking, communication, and cross cultural engagement. Students will complete at least two IB Diploma Programme (DP) courses in any of that programme's subject groups. These DP courses provide and enhance the theoretical underpinnings and academic rigor of the CP. The CP core components give context to the DP courses and the career-related study, drawing all aspects of the framework together. Through the CP core, students develop personal qualities and professional skills, as well as intellectual habits required for lifelong learning.

Work-Based Learning. ETxAMA will deepen its work-based learning programs, practices, and strategies in accordance with principles developed by the National Center for Innovation in Career and Technical Innovation:

Alignment of Classroom and Workplace Learning

ETxAMA will continue working closely with regional employers to ensure that its offerings prepare students for high-wage, high-demand opportunities. Further, ETxAMA will engage industry/business partners to provide opportunities for work-based learning, including job-shadowing, apprenticeships, and after-school and summer experiences. Partnerships with employers will ensure that agreements with business and industry partners emphasize that students who complete the program will have priority in interviewing with the applicable employers.

Application of Academic, Technical, and Employability Skills in a Work Setting

The resources available through this partnership will enable ETxAMA to base its work based learning program on rigorous academic and employability skill standards and in depth, hands-on work experiences (either on-site or through simulated/virtual methods), with activities ranging from career awareness and exploration to career preparation and training.

Support from Classroom or Workplace Mentors

ETxAMA will promote student engagement through mentorship from supervisors, instructors, and work-based learning coordinators that enable students to develop relationships with industry and community professionals. These experiences will be monitored and evaluated by workplace supervisors, classroom instructors, or work-based learning coordinators. ETxAMA will offer training for mentors that enables them to provide students with industry-specific support; general career and education guidance; personal and professional growth; and a caring connection.

Students will learn that by completing a certificate or degree while at ETxAMA is entering a gateway rather than a destination. The credentials offered at ETxAMA are designed to be “stackable,” that is, they represent the first rung of a ladder to higher and higher achievement. Additionally, a heavy emphasis will be placed on the new “fundamental skills”, including communication, teamwork, strong habits of mind and behavior, that are necessary for advancement but too often under-developed in our youth.

With respect to differentiated instruction, the leadership team will continue collaborating with the district's special populations experts to apply RTI and other supports to maximize student progress using the most appropriate and effective methods. Further, leaders will apply the School by Design tools to structure and communicate schedules calibrated to achieve the optimum learning environment and cadence for both students and educators.

ETxAMA maximizes instructional time through the course accessibility enabled by our higher education partners. Faculty travel to the ETxAMA training facility rather, saving students valuable time that can instead be dedicated to learning.

Partnership with TCIS to Provide CTE Services. In addition to serving students enrolled in the Academy, ETxAMA leaders anticipate entering into a partnership to provide CTE services to students enrolled in Longview High School (LHS) at the facility on the LHS site.

Early Graduation Academy

The Longview Early Graduation Academy serves students who wish to accelerate graduation, providing dual-credit courses as well as career and technology options, online/distance learning, and ACT/SAT preparation. The model builds on three modalities:

Competency-based education, or mastery learning. The Early Graduation Academy does not use the traditional model in which students earn credits and diplomas by putting in enough "seat time" and earning passing grades. Instead, students must demonstrate that they have mastered specific, clearly defined learning goals in order to progress through the curriculum, moving as quickly as they want or as slowly as they need.

Personalized learning. The Academy is working to find ways to tailor at least some of the learning experience to students' individual needs, interests, and postsecondary goals. Technology can be leveraged for this purpose, for example, by providing students with personalized digital playlists of learning activities or with choices of online courses and content.

"Anywhere, anytime" learning. In cooperation with ETxAMA, the Academy will expand opportunities to learn outside of traditional school hours and beyond school walls. These opportunities include work-based internships and apprenticeships; service learning; at home learning through online courses and digital activities; and taking on projects to solve problems in local communities.

A focus on in-depth preparation for both college and careers. The Academy's model explicitly recognizes that success in today's economy requires a broad mix of academic, social-emotional, and technical competencies—regardless of the path that students pursue after high school. The program blends rigorous academic learning; greater opportunities and expectations for earning advanced post-secondary credits; and credentials with real-world career preparation.

The Academy is designed both to maximize instructional time and ensure differentiation of instruction. Students are supported to complete credits at their own pace and with blended instruction calibrated to their individual needs and interests.

High School Graduation Requirements (*High Schools Only*)

2. Provide evidence of the following:

- a. As **Attachment 1**, exit standards for graduating students. These should clearly set forth what students in the last grade served will know and be able to do and ensure student readiness for college or other postsecondary opportunities (e.g., trade school, military service, or entering the workforce); and

Response

Both programs will *continue following LISD graduation policies (see Attachment 1)*.

- b. Systems and structures the school will implement for students at risk of dropping out or not meeting exit standards.

Response

Both programs are designed specifically for students who are at-risk of dropping out or qualifying for graduation in the traditional model. Accordingly, the schools focus on personalized, relevant, real-world learning opportunities and intensive supports. The leadership team is well-prepared to leverage Title I and State Compensatory Education funds for the benefit of at-risk students. The additional funding available through SB 1882 will enable us to provide even deeper, more responsive, supports.

Special Populations and At-Risk Students

3. Provide evidence of the following:

- a. A sound explanation of evidence from which the projection of anticipated special populations was derived;
- b. A comprehensive and compelling plan for appropriate identification of students with special needs and to ensure they are served in the least restrictive environment possible, have appropriate access to the general education curriculum and schoolwide educational, extra-curricular, and culture-building activities in ways that support their development, receive required and appropriate support services as outlined in their IEPs and 504 plans, and participate in standardized testing;
- c. A comprehensive and compelling plan for providing services to ELLs, including methods for appropriate identification of ELLs, specific instructional programs, practices, and strategies the school will employ to ensure academic success and equitable access to the general education curriculum and core academic program for these students, plans for monitoring and evaluating

student progress and success of ELLs and for exiting them from services, and plan for including ELLs in standardized testing and schoolwide educational, extra-curricular, and culture-building activities;

- d. A comprehensive and compelling plan for providing services to students identified as intellectually gifted, including methods for appropriate identification of students, specific instructional programs, practices, and strategies the school will employ; and
- e. Demonstrated understanding of – and capacity to fulfill – state and federal obligations and requirements pertaining to students with disabilities, ELLs, and students identified as intellectually gifted.

Response

Evidence of Special Populations. Estimates of special populations reflect current enrollment trends. It is possible that the personalized environment provided by these schools results in an increased number of students with special needs. The nature of these schools lend themselves to responsive instruction and thus structures will be in place from the beginning to adjust to the particular needs of students who enroll.

Identification and Service. Further leadership teams of both ETxAMA and the Early Graduation Academy are well-versed in state and federal requirements and will fully comply with all local, state and federal policies in the course of identifying and serving students with special needs. More specifically, the teams will collaborate with the district to continuously improve their implementation of the of:

EBHA (LEGAL) with respect to Special Education

EHBE (Legal and Local) with respect to Bilingual Education and English as a Second Language

EHBB (Legal) Gifted and Talented Students

EHBD (Legal and Local) Federal Title I

Understanding and Capacity. The Executive Director of LEAP Early Graduation High School, Gary Kreuger, is highly experienced in both school and district administration, having previously served as a district superintendent. Mr. Kreuger's experience and expertise, combined with the School's ongoing coordination with the District's central office specialists, ensures that special programs will be carried out effectively and in compliance with all local, state and federal laws and regulations.

Student Recruitment and Enrollment

- 4. Provide evidence of the following:
 - a. A sound and thoughtful student recruitment and marketing plan and timeline that will provide equal access to all interested students and families, including those in poverty, academically low-achieving students, students with disabilities, and other youth at risk of academic failure; and

- b. As **Attachment 2**, an Enrollment Policy that complies with state law and that ensures the school will be open to all eligible students.

Response

The LEAP team will leverage the varied recruitment avenues available through the marketing and outreach arms of the partners. Our founding board includes members with extensive communications expertise honed in the Longview community.

As Longview ISD transitions to a unified enrollment strategy, LEAP will have the opportunity to present our school profile on centralized enrollment resources as well as in school choice events for families and community members. The LEAP leadership team will also develop complementary outreach strategies, including:

Direct Outreach to Students. LEAP team members will present regular presentations to students at middle schools and freshmen high school classes in the region; conduct tours of the AMA and Early Graduation Academy learning sites; and organize field trips to area employers.

Outreach to Families and Community. In addition to the community events organized by the District, LEAP will capitalize on the expertise of its board to raise awareness of the programs throughout the region. Program websites, newsletters and other outlets will promote positive news and the specific value proposition each offers.

We will follow the enrollment policy attached.

School Culture and Discipline

- 5. Provide evidence of the following:
 - a. A vision for school culture or ethos that will promote high expectations, a positive academic environment, and shared ownership of intellectual and social development for all students, including those with special needs, ELLs, and students at risk of academic failure;
 - b. A coherent plan for establishing and maintaining the intended culture for students, teachers, administrators, and parents from the first day of school and throughout the school year and proposed mechanisms for monitoring campus climate;
 - c. A clear plan to create an inclusive and welcoming environment that will engage families in positive, constructive, and personalized ways that meaningfully contribute to the school culture;
 - d. A system of proactive and responsive student support services (e.g., counseling, mentoring, external service referrals) to meet student needs;
 - e. As **Attachment 3**, a student discipline policy that provides for appropriate and effective strategies to support a safe, orderly school climate and fulfillment of

educational goals, promoting a strong school culture while respecting student rights;

- f. Legally sound policies for student discipline, suspension, and expulsion that do not indicate students will be removed in an inappropriate manner, as well as appeals, including proper processes for students with disabilities; and
- g. Systems and processes for tracking discipline referrals and interventions to identify trends and adapt activities accordingly.

Response

Culture and Student Supports. One of the benefits of these school models is that they are the outcome of design-based thinking that puts students who may otherwise be marginalized at the center of the education environment. Because students are engaged, challenged, and understand the relevancy of their experience, behavior issues are much less common. Additionally, because these schools focus on accelerating students' preparation for the post-secondary world, students will learn the skills, routines, and mindsets that lead to productive communication, collaboration, and positive solutions. Additional program-specific is provided below.

ETxAMA. Because ETxAMA aims to prepare students for success in the workplace, program leaders are building a culture that develops and reinforces behavioral norms that will enable students to meet the expectations of employers -- both while they are participating in work-based learning activities and on Day 1 of their job after graduation. For example, students work together to build and, importantly, reinforce in one another, good habits in time management, goal setting, and self-regulation.

This focus is complemented by the following core elements of the Career-related Programme, which shapes the school culture by emphasizing personal and interpersonal development:

Personal and professional skills. This component is designed for students to develop attitudes, skills and strategies to be applied to personal and professional situations and contexts now and in the future. In this course the emphasis is on skills development for the workplace, as these are transferable and can be applied in a range of situations.

Service learning. The service learning component focuses on the development and application of knowledge and skills towards meeting an identified and authentic community need. In this research-based approach, students often undertake service initiatives related to topics studied previously in their academic disciplines, utilizing skills, understandings and values developed in these studies.

Reflective Project. The reflective project is an in-depth body of work produced over an extended period of time and submitted towards the end of the CP. Through a reflective project students identify, analyze, critically discuss and evaluate an ethical issue arising from their career-related studies. The reflective project is intended to promote high-level research, writing and extended communication skills, intellectual discovery and creativity.

Language Development. Language development ensures that all students have access to a language programme that will assist and further their understanding of the wider world. The ability to communicate in more than one language is essential to the IB's concept of an international education. Language development encourages students to improve their proficiency in a language other than their best language.

Further, ETxAMA will promote the types of prosocial behavior that minimize disciplinary issues and prepare students to contribute to positive workplace cultures. Most critically, ETxAMA leaders will encourage peer-to-peer interactions that contribute to high school and postsecondary success. Examples include opportunities for peer-coaching opportunities and team-based activities.

Early Graduation Academy. The Academy cultivates a learning environment that ensures that students are known, respected, and safe at school. This foundation will set the stage for the work the leadership team plans with respect to each of the following critical elements to student success:

Motivation— building sustained relationships with students, exploring areas of interest and related careers, addressing barriers to school attendance;

Customization — helping students set short and long term goals, track progress, and experience success in class, in job settings, and in community services;

Equalization — broadening exposure to college and career options, providing high touch/high tech decision support for postsecondary planning for all students.

The Academy operationalizes these principles by working to provide each student the following benefits:

Environment. Every student should be able to attend a school and be part of a broader learning community where he/she is known, respected and safe.

Advocate. Every student should have an advocate—one person who shares responsibility with that student for navigating high school and who knows the student's goals and aspirations.

Options. Every high school student should have the choice of several relevant, rigorous courses of study in which he/she thinks, reads and writes about things that matter and that provide a bridge to college and work. Students should have access to guidance that, without barriers, supports academic decisions aligned with goals.

Academic support. Every student should get the time and attention he/ she needs to succeed—any subject, any time. Upper division high school students should have the opportunity to experience success in college-level courses and on college campuses.

Career awareness. Students deserve the opportunity to learn about the range of career options and experience a wide range of work settings.

Post-secondary decision support. High school students deserve encouragement and support in post-secondary goal setting, exposure to a wide range of options, and guidance that results in the best possible choice of post-secondary learning opportunities.

Prep & aid. Students should be aware of and prepared for applicable college entrance exams and supported in their application for financial aid.

Support services. Students should feel supported by a web of youth and family services.

See *Personalizing and Guiding College & Career Readiness* (Ryerse, Schneider, and Vander Ark, 2015).

Further, as at the Advanced Manufacturing Academy, the program's framework is designed to create the types of prosocial behavior that minimize the need for traditional behavior interventions. Moreover, schools that operate as part of a choice-based system have the advantage of serving students who believe the school is the best fit for them and thus are typically more highly engaged in learning. To the extent behavior issues do arise, both programs will follow the District's Student Code of Conduct and related procedures.

Assessment and Evaluation

6. Provide evidence of the following:
 - a. Annual student performance goals that include targets aligned with the state accountability system;
 - b. An effective plan (including qualified personnel) and system to implement and interpret interim assessments that will measure academic progress – of individual students and student cohorts – throughout the school year and strategies to employ corrective actions when needed;
 - c. A comprehensive, effective plan (including qualified personnel) and system for collecting and analyzing student academic achievement data, using the data to refine and improve instruction – including providing training and support to school leadership and teachers – and reporting the data to the school community. This should include identification of the student data system to be used, as well as qualified personnel who will be responsible for managing and interpreting the data for teachers and leading or coordinating data-driven professional development; and
 - d. Thoughtful, appropriate corrective actions that the school and network (if applicable) will take if either falls short of the goals at any level, including explanation of what would trigger such actions and who would implement them.

Response

Annual student performance goals. LEAP will enter into a performance contract that specifies outcomes that include, but are not limited to, by the state accountability rating system. The early graduation high school has a strong accountability rating that will be maintained and supplemented with a broader range of student outcome goals that reflect

the mission of the school. These goals will be developed collaboratively with LISD. Although there is not yet a baseline against which to outcome goals for AMA, we are committed to maintaining the high bar set by the district's current secondary schools.

Interim Assessments Plan. We intend to begin next year by following the District's [local assessment plan](#) but may modify it in collaboration with the District in the future. The employment contracts and evaluation instruments established for the executive director and principals will reflect the goals in the performance contract. The Board of Directors understands its authority and responsibility to take action to ensure goals are met and understands that the performance contract may be terminated if they are not met.

Data Analysis and Corrective Action Plan. LEAP will facilitate and support data-driven instruction at ETxAMA and LEGHS by empowering principals to relentlessly collect, analyze, and act on student achievement data to inform instruction on a regular cycle according to the already established LISD protocol. This summer we intend to do a survey of exemplary programs across the country with similar student populations to inform the development of a specific data-driven instruction protocol. Each program is dedicated to creating a flexible environment using student-level qualitative and quantitative data to tailor each student's individual trajectory whether that is towards early graduation or an industry certificate.

Our plan for collecting data coincides with the district's current local assessment plan and its current student data system, but will also include observations from our master teachers, and information collected from parents and the students themselves.

Additionally, each student will have a learner profile that displays an array of information that can be used by teachers and staff to effectively guide that student towards their goal.

We will continue to build in time in the school day for each teacher to participate in professional learning communities, which is a time for teachers to collaborate, learn, and analyze student achievement. During this time teachers will be expected to look at data comprehensively and at the subgroup level to encourage equity and responsiveness in the learning program.

We plan to be in regular communication with the school community, in informal and formal settings, about student achievement data. We want to intervene early and often with our students, so we won't wait to reach out to parents or other staff about student needs.. Our IB coordinators and campus instructional coaches will be tasked with working with our teachers to ensure our decisions are data-driven and appropriately communicated to students and families.

If any program requires corrective action, we will analyze data across several areas to determine where the need is and then act accordingly to address that need. This may include increased observation and feedback cycles with a particular teacher, targeted professional development related to a particular need, learning visits for teachers to develop skills that teachers elsewhere in the district or state have mastered, or exercising our autonomy to make personnel changes.

Addendum A-8

FACILITY PLAN

Facilities Plan

The Schools will be operated at their current sites. Site addresses are available at:

<https://w3.lisd.org/our-district/district-map/>

Addendum A-9

Financial Calculation Workbook,
Service Menu and Price List

Attached Separately



SB 1882 Financial Workbook

Longview Educates and Prospers

Campus: 004

Total ADA	132.2
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Gross Revenue	Authorizing Fee	Mandatory Costs	Staff Allocation	Optional Services	Net Revenue
\$1,425,186	-\$98,987	-\$243,282	-\$788,680	-\$191,554	\$102,681

Revenue Detail	Total	Per Pupil
Gross Revenue	\$1,425,186	\$10,783.71
Federal Revenue	\$11,961	\$90.50
Title I	\$0	\$0.00
Title II	\$0	\$0.00
Title III	\$1,638	\$12.39
Title IV	\$0	\$0.00
Child Nutrition Programs	\$10,323	\$78.11
IDEA	\$0	\$0.00
Magnet School Grant	\$0	\$0.00
State and Local Revenue	\$1,413,226	\$10,693.21
S.B. 1882 Revenues	\$226,715	\$1,715.45

Authorizing Fee	\$98,987
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*This fee is used for district administrative expenses including the Longview ISD Board of Trustees, Superintendent's Office, and Innovation Office.

Staff Allocation Detail	Total	Per Pupil
Campus Administration	\$263,335	\$1,993
Teachers	\$444,388	\$3,362
Support Staff	\$74,091	\$561
Substitute Teachers	\$6,867	\$52
Total	\$788,680	\$5,968

Note: This does not include any federally funded staff.

Staff Allocation as % of
State and Local Revenues | 55.8%

Mandatory Cost Detail	Total	Per Pupil
Non-Optional Services	\$155,922	\$1,179.79
Maintenance	\$148,830	\$1,126.13
Data Sharing/Record Keeping	\$4,317	\$32.67
Juvenile Detention Center	\$2,774	\$20.99
Fund Balance	\$68,449	\$517.92
Risk Pool	\$6,951	\$52.60
Federal Expenditures	\$11,961	\$90.50
Total	\$243,282	\$1,840.80

Optional Service Detail	Total	Per Pupil
Health	\$11,522	\$87.18
Substitute Teachers/ASOP	\$2,066	\$15.63
Special Education	\$67,628	\$511.71
Dyslexia	\$3,068	\$23.21
Transportation	\$70,363	\$532.41
Security	\$15,679	\$118.64
IT	\$14,621	\$110.63
International Baccalaureate	\$6,608	\$50.00
Certified Substitute Teachers/RN In Excess of Staff Allocation	Compensation in accordance with district payscale.	
Uncertified Substitute Teachers/LVN In Excess of Staff Allocation	Compensation in accordance with district payscale.	
Misc. Transportation	Contract basis.	
Total	\$191,554	\$1,449.40