

2020

# TEXAS COUNCIL FOR INTERNATIONAL STUDIES

MARGARET DAVIS, DR. COURTNEY GOBER, AND KAREN PHILLIPS

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**APPLICANT INFORMATION**

|                                       |  |
|---------------------------------------|--|
| <b>Name of Applicant Organization</b> | Texas Council for International Studies (TCIS) |
| <b>Primary Contact Person</b>         | Margaret Davis                                 |
| <b>Mailing Address</b>                | 6144 Churchill Way, Suite A, Dallas, TX 75230  |
| <b>Phone Number</b>                   | 469.233.4822                                   |
| <b>Email</b>                          | margaret.davis@texascis.org                    |

**Names, current jobs and employers, and proposed roles of all persons on applicant team**

| <b>Full Name</b>      | <b>Current Job Title and Employer</b>     | <b>Position with Proposed School</b> |
|-----------------------|---|--------------------------------------|
| Margaret Davis        | Texas Council for International Studies   | Chief Executive Officer              |
| Courtney Gober, Ed.D. | Assistant Superintendent, San Antonio ISD | Chief Academic Officer               |
| Karen Phillips        | Texas IB Schools (TIBS)                   | TCIS Board President                 |

**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

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

Yes

No

## **Statement of Need**

Texas Council for International Studies (Partner) proposes an I882 partnership with the Longview Independent School District (District) to address the educational needs of access, coherence and expertise for the District and East Texas region through implementation of the International Baccalaureate® (IB) continuum of programs. The Partner proposes an I882 managing agreement to provide the IB Primary Years Programme (PYP) for students at Ned E. Williams Elementary School, South Ward Elementary School and Hudson PEP Elementary School. Those students would matriculate to the IB Middle Years Programme (MYP) Foster Middle School, Forest Park Middle School or Judson STEAM Academy. Forest Park Middle School, although not included in this proposal, is currently authorized for the IB MYP and the middle school for South Ward Elementary School students. Students would complete the IB MYP during their freshman and sophomore years at Longview High School. Finally, the IB Diploma Programme (DP) or IB Career-Related Programme (CP) would be available for students in the junior and senior years at Longview High School.

### **Access**

The International Baccalaureate® (IB) provides a research-based and proven educational program for 21st Century learners. “The skills that are needed to succeed in today and tomorrow's modern society go beyond traditional academic content and disciplines. The ability of IB students to think and collaborate across countries, cultures and disciplines allows them to approach challenges in ways that truly make a difference, today—and in the future.” (Newsweek, 2018) Access to an IB education within the Longview Independent School District (District) and east of the Dallas Ft. Worth area is currently limited to students on one elementary campus, one middle school campus and one pathway at Longview High School. Even if the IB were available at a private school in East Texas, access to an IB education there would be out of reach for the 73.8% of the District's students who are Economically Disadvantaged as well as students coming from middle income families. Additionally, students at Ned E. Williams Elementary School, South Ward Elementary School, Hudson PEP Elementary School, Foster Middle School and Judson STEAM Academy have no access to IB until their junior year of high school when they can enter the IB Diploma Programme at Longview High School. Because the IB Primary Years Programme and Middle Years Programme are currently available in the Everhart Elementary School and Forest Park Middle School feeder pattern, equal access to the IB is not available within the District. Therefore, this proposal addresses both financial barriers and District feeder pattern barriers for equality of student access to the IB.

### **Coherence**

This proposal offers a coherent sequence of IB programs for students entering the IB Diploma Programme at Longview High School. The current feeder patterns of Ned E. Williams Elementary School or Hudson PEP Elementary School to Foster Middle School or Judson STEAM Academy to Longview High School provides access to the IB only for the DP in the junior and senior high school years. The feeder pattern of South Ward Elementary School to Forest Park Middle School creates inequity of access to the IB for South Ward students, because students entering Forest Park Middle School from J. L. Everhart Elementary School have access to the IB Primary Years Programme (PYP). South Ward students do not have access to the IB prior to entering Forrester Park Middle School. The proposal enables students to complete the IB PYP to extend and enhance the Texas Essential Knowledge and Skills (TEKS) at Ned E. Williams Elementary School, South Ward Elementary or Hudson PEP Elementary School. Through the IB PYP transdisciplinary themes, unit planners, and Learner Profile, students entering Foster Middle School, Forrester Park Middle School or Judson STEAM Academy would be prepared for the IB MYP. They would then complete the MYP for Year 1,

Year 2 and Year 3 in middle school. Through the MYP global contexts, Approaches to Learning, and the Learner Profile students would build higher order thinking through the TEKS. Students could then complete Year 4 and Year 5 of the IB MYP at Longview High School. Access to Year 4 and Year 5 of the MYP is not currently available in the District or the East Texas region. Wade and Wolanin's IB research on the performance of MYP students demonstrates the importance of this coherent sequence of IB programs. MYP students were 34% more likely to take at least one DP or Advanced Placement (AP) exam in high school and 39% more likely to have a college-ready score of 4 for DP or 3 for AP. (Source. Wade, JH and Wolanin NL. 2015. *A comparison of MYP and non-MYP students' participation and performance in high school*. Bethesda, MD. USA. International Baccalaureate® Organization)

### **Expertise**

The Texas Council for International Studies (TCIS) was formed to meet the need for an 1882 partner requested by state of Texas independent school districts. Incorporated as a 501(c)(3) in February 2019, TCIS's leadership has almost one-hundred years of combined IB experience as campus and district administrators. TCIS leaders have also served as consultants for established and new IB schools.

## SECTION 1: TCIS SCHOOLS OVERVIEW

### **Mission and Vision**

The mission of TCIS 1882 partnership schools aligns with the International Baccalaureate® mission statement:

*The International Baccalaureate® aims to develop inquiring, knowledgeable and caring young people who help to create a better and more peaceful world through intercultural understanding and respect. To this end the organization works with schools, governments and international organizations to develop challenging programs of international education and rigorous assessment. These programs encourage students across the world to become active, compassionate and lifelong learners who understand that other people, with their differences, can also be right. (Source: International Baccalaureate®)*

TCIS schools share the mission of building a better world by cultivating young people who are caring and innovative in their approach to learning, both inside and outside of the classroom. Students are encouraged to ask questions and are taught the necessary skills to research, collaborate and communicate their findings to both school stakeholders and the broader community. These skills prepare IB students for success at university and beyond. The vision for TCIS 1882 partnership schools is to teach and extend Texas Essential Knowledge and Skills (TEKS) through implementation with fidelity the IB Primary Years Programme (PYP), IB Middle Years Programme (MYP), and IB Diploma Programme (DP), which includes university level course content and instruction. Through IB programs, students become inquirers guiding their learning and model the IB Learner Profile and teachers utilize the best practices as outlined in the IB Standards and Procedures.

### **Longview High School Educational Need and Anticipated Student Population**

TCIS's desire to partner with Longview High School (LHS) centers on authorization as an IB World School providing the IB Diploma Programme (DP). The success of LHS IB DP students is a testament for what an IB education can do for all students, including traditionally underserved and underrepresented students. Therefore, TCIS seeks to expand access to the IB through addition of the IB Middle Years Programme (MYP). LHS students have the benefit of a rich tradition and access to many extracurricular areas, including, but not limited to: Fine Arts, Student Leadership, and Athletics. The students and the dedicated teachers currently participating in these activities have won numerous district titles, earned state championships and national recognition for their talents and skills. Although earning a TEA rating of B, some students have not been able to cross the threshold of performing satisfactorily on the state End-of-Course (EOC) exams. In order to address that problem by regular interaction with a teacher to address their needs, TCIS will create (or support existing) Intervention Courses for Algebra I, English I & II, Biology and U.S. History as a component of the school's master schedule. TCIS will work with campus leaders to coordinate remediation for EOC re-testers that provided intensive, targeted instruction to ensure success on the STAAR Exams. TCIS will also support the school in providing targeted support to raise achievement in other tested areas, including, TSI, AP, ACT, PSAT, SAT and IB Diploma courses.

### **Longview High School Educational Plan / School Design**

TCIS along with the faculty and staff of Longview High School are committed to ensuring students receive a quality education preparing them for their post-secondary endeavors. Toward that end, the campus has been authorized as an IB World Campus, currently offering the IB Diploma Programme. Under TCIS leadership, the school will seek authorization for the IB Middle Years

Programme to provide access to the IB for all grade 9 and 10 students and to provide an IB pathway from grade 9 through grade 12. (Attachment 1)

### **Foster Middle School and Judson STEAM Academy Educational Need and Anticipated Student Population**

TCIS seeks to provide access to an IB education for all Foster Middle School (FMS) and Judson STEAM Academy (JSA) students through the IB Middle Years Programme (MYP). With an accountability rating of C, JAS lags other LISD middle schools. MYP will be used as the framework to advance student achievements as measured by STAAR. Bringing the MYP, will provide a continuum of IB programs as students enter Longview High School. In the fall of 2020, FMS and JSA will begin the authorization process.

### **Foster Middle School and Judson STEAM Academy Educational Plan / School Design**

As a school wide program, the IB MYP provides educational breadth as students are required to take the eight MYP subjects. All students will take (1) MYP language and literature, (2) MYP language acquisition (languages other than English), (3) MYP individuals and societies (social studies), (4) science, (5) mathematics, (6) MYP fine arts, (7) MYP design and (3) MYP physical education. IB MYP provides depth as students are evaluated using IB rubrics to meet the 4 criteria for each IB MYP subject. MYP Approaches to Learning provide additional depth with focus on thinking skills, communication skills, social skills, self-management skills, and research skills. These 21<sup>st</sup> century “soft skills” are reinforced in the four criteria and rubrics for each MYP subject. Students are empowered to ask questions and are prepared to find the answers. For example, students may look at water scarcity, tied to their understanding of the use of natural resources, and develop a plan based upon their own research to present to community members for water conservation in their own neighborhoods. All faculty will receive IB professional development enabling them to write planners to focus instruction through the global contexts of (1) identities and relationships, (2) orientation in space and time, (3) personal and cultural expression, (4) scientific and technical innovation, (5) globalization and sustainability and (6) fairness and development. This allows for students to gain multiple perspectives and differentiated styles of learning used internationally. Teachers will be trained in the IB Approaches to Teaching and to enhance their instruction to be based on inquiry, focused on conceptual understanding, developed in local and global contexts, focused on effective teamwork and collaboration, differentiated to meet the needs of all learners, and informed by assessment (formative and summative). IB professional development incorporates world-wide instructional best practices. Pedagogical skills learned will change instruction across the school in all courses including courses that serve students with IEPs and English language learners. Another benefit will be greater vertical alignment. FMS and JSA will ensure students fully develop their skills throughout middle school by vertically aligning curriculum in all content areas from grade 6 at Foster Middle School or Judson STEAM Academy to grade 12 at Longview High School. TCIS will provide professional development days to support vertical alignment. TCIS will foster the interdisciplinary learning that is a tenant of the IB program by creating systems to facilitate cross-curricular planning. Examples would include allotting time for all teachers to engage in both vertical and horizontal collaboration amongst all disciplines on a systematic and regular basis. IB expansion will be inclusive to ensure that all student groups (Special Education, GT, ELL) have access. IB collaboration enables teachers in professional learning communities to analyze data and adjust/differentiate instruction as needed.

### **Hudson PEP Elementary School Educational Need and Anticipated Student Population**

Currently, Hudson PEP (Planned Enrichment Program) Elementary School (PEP) is district-wide choice campus serving students in grades one to five who perform at the average to above average range. Students from outside the Longview Independent School District may apply.

## TCIS SCHOOLS OVERVIEW

About one-third of the students are identified as Talented and Gifted (TAG) and participate in a supplemental program. Hudson PEP provides a program seeking to educate the whole child by providing an advanced academic program including an emphasis on Science, Technology, Engineering and Mathematics (STEM). Music, visual arts, band, orchestra, choir and physical education complete the educational program. (Longview ISD, 2019) Achievement at the school, as measured by STAAR results, is high with a 2019 overall score of 98 and TEA Accountability rating of A. TCIS will celebrate this local academic excellence as an indicator of the need to move the program from state standards to international standards including soft skills not currently measured. TCIS along with the faculty and staff of PEP will be committed to ensuring PEP students receive an international quality education that will prepare them for their post-secondary endeavors. Toward that end, implementing the IB Primary Years Programme (PYP) will enable bringing the current program into a 21st century, research-based educational model. Therefore, bringing the IB PYP will benefit all PEP students by providing an education meeting IB Standards and Practices. TCIS seeks to provide access to an IB education for PEP students through the IB Primary Years Programme (PYP). Bringing the PYP, will provide a continuum of IB programs as PEP students matriculate to Foster Middle School and finally to Longview High School. In the fall of 2020, PEP will begin the authorization process.

### **Hudson PEP Elementary, Ned E. Williams Elementary School, and South Ward Elementary School Educational Need and Anticipated Student Population**

The students, teachers and administration of Ned E. Williams Elementary School (WES) and Hudson PEP Elementary School (PEP) worked diligently to improve academics and earned a TEA Accountability rating of A for 2019, while South Ward Elementary School (SWES) earned a B. TCIS will partner with these campuses to celebrate the growth and take the school from local academic success to international academic success including soft skills not currently measured. TCIS along with the faculty and staff of these campuses will be committed to ensuring our students receive an international quality education that will prepare them for their post-secondary endeavors. Toward that end, implementing the IB Primary Years Programme (PYP) will enable bringing the current program into a 21st century, research-based educational model. Therefore, bringing the IB PYP will benefit all WES, PEP and SWES students by providing an education meeting IB Standards and Practices. Bringing the PYP, will provide a continuum of IB programs as WES, PEP and SWES students matriculate to middle school and finally to Longview High School. In the fall of 2020, all three campuses will begin the PYP authorization process.

### **Hudson PEP Elementary School, Ned E. Williams Elementary School and South Ward Elementary School Educational Plan / School Design**

All faculty will receive IB professional development enabling them to write planners to focus instruction through the transdisciplinary themes of (1) who we are, (2) where are we in place and time, (3) how we express ourselves, (4) how the world works, (5) how we organize ourselves and (6) sharing the planet. Specials teachers will be included in each grade's planning to connect learning across all disciplines. Teachers will be trained in the IB Approaches to Teaching and enhance their instruction to be based on inquiry, focused on conceptual understanding, developed in local and global contexts, focused on effective teamwork and collaboration, differentiated to meet the needs of all learners, and informed by assessment (formative and summative). IB professional development incorporates world-wide instructional best practices. Pedagogical skills learned will change instruction across the school in all courses including courses that serve students with IEPs and English language learners. Another benefit will be greater vertical alignment. WES, PEP and SWES will ensure students fully develop their skills throughout elementary school as the teachers collaborate and share from grade to grade in vertical and horizontal teams. TCIS will provide professional development days to support



## TCIS SCHOOLS OVERVIEW

vertical alignment. Students will compile a portfolio from grade 1 through grade 5. Each student's portfolio contains the summative assessment and student selected work samples for each of the six transdisciplinary units at each of the grades. TCIS will foster the interdisciplinary learning that is a tenant of the IB program by creating systems to facilitate planning and creation of each student's portfolio. IB required PYP to be a school-wide program and requires all student groups (Special Education, GT, ELL) have access. IB collaboration enables teachers in professional learning communities to analyze data and adjust/differentiate instruction if needed.

### **How will IB authorization enhance the culture of TCIS Schools?**

Service is a core component of IB. All students will be encouraged to demonstrate their learning through both service and action within the community. Service opportunities are developed by the students as they their learning causes them to act. Service learning is a key and integral part of the IB. All PYP students in grade 5 complete an independent unit of inquiry and teach the unit at Exhibition. Exhibition teaches students to collaborate and enables them to make a positive difference in their community. Service learning continues into the MYP where all students in grade 8 will complete a Community Project. This Community Project teaches students to collaborate and enables them to make a positive difference in their community. The continuum of service continues as MYP students in grade 10 will be required to complete a Personal Project (PP). This Personal Project will take the form of 25 hours of research and process, developing a product, and reporting on their work. Finally, students completing the DP are required approximately 150 hours of service to meet specific learner outcomes. All IB schools encourage students, parents, and staff members to be mindful of the IB Learner Profile. This profile names ten different attributes, which the school believes all learners should demonstrate: caring, thinkers, risk-takers, open-minded, balanced, inquirers, knowledgeable, communicators, principled, and reflective. IB schools encourage these attributes through purposeful teaching, learning and student self-reflection. It is the goal of all IB schools that students, parents, and staff members be continually reflective of these ten attributes and constantly look to better themselves through their work. PYP teachers will use the Learner Profile traits with students to have them explore their own passions and traits. Expansion of the IB will bring the Learner Profiles into the culture of the school and provides social-emotional learning framework. Through implementation of the IB PYP, MYP, CP and DP, TCIS promotes its mission to develop internationally minded students who are caring, respectful, and mindful of intercultural interactions and differences. It is because of this that our students will be responsible, inquisitive, honest, and open-minded as they work hard to improve academically and personally

## TCIS SCHOOLS OVERVIEW

### Leadership and Governance

| Full Name                            | Current Job Title and Employer  | Position with Proposed School   |
|--------------------------------------|---|---|
| Margaret Davis                       | Chief Executive Officer (CEO), Texas Council for International Studies, Dallas, Texas   | Chief Executive Officer, Texas Council for International Studies  |
| Courtney Gober, Ed.D.                | Assistant Superintendent for IB, San Antonio Independent School District, San Antonio, Texas  | Chief Academic Officer, Texas Council for International Studies   |
| James Brewer                         | Principal and Assistant Superintendent of Secondary Education, Longview High School/Longview Independent School District, Longview, Texas | Principal and Assistant Superintendent of Secondary Education, Longview High School/Longview Independent School District, Longview, Texas |
| Linda Buie                           | Dean of Instruction/IB Head of School/IB Director, Longview High School/Longview Independent School District, Longview, Texas             | TCIS Liaison, Dean of Instruction/IB Head of School, Longview High School, Longview, Texas  |
| Karen Phillips                       | Executive Director, Texas IB Schools  | Board President   |
| Walter Sorensen                      | Head of School, Alcuin School, Dallas, Texas  | Board Vice President for Operations   |
| Dolph Briscoe IV, Ph.D.              | Lecturer, Texas A&M San Antonio, San Antonio, Texas   | Board Vice President for Membership   |
| Charles William (Bill) Thomas, Ph.D. | Professor of Accounting and Business Law, Baylor University, Waco, Texas  | Board Treasurer   |

LONGVIEW HIGH SCHOOL: SCHOOL INFORMATION

**SECTION 1: SCHOOL INFORMATION**

**Longview High School**

| Proposed School / Campus Name   |  | Opening Year                             | Grades: Year 1        | Grades: At Capacity   |
|---|--|--|-----------------------|-----------------------|
| Longview High School  |  | 2020-2021                                | 9th, 10th, 11th, 12th | 9th, 10th, 11th, 12th |
| Proposed Location   |  |  |                       |                       |
| School District   |  | Longview Independent School District     |                       |                       |
| Address of Identified Facility  |  | 201 E Tomlinson Pkwy, Longview, TX 75605 |                       |                       |
| Projected Demographic Information   |  |  |                       |                       |
|   |  | % FRL: 55.7%                             | % SpEd: 8.9%          | % ELL: 3.9%           |
| Model / Specialty (Check all that apply)  |  |  |                       |                       |
| <input checked="" type="checkbox"/> IB <input type="checkbox"/> Career / Technical Ed. <input type="checkbox"/> Educator Preparatory Residency and Demonstration School |  |  |                       |                       |
| <input type="checkbox"/> Project-Based Learning   |  |  |                       |                       |

|                                   |                                      |
|-----------------------------------|--------------------------------------|
| <b>Name of Proposed Principal</b> | James Brewer                         |
| <b>Current Employment</b>         | Longview Independent School District |
| <b>Phone Number – Day</b>         | 903-663-1000                         |
| <b>Phone Number – Evening</b>     | 903-663-1000                         |
| <b>Email</b>                      | jbrewer@lisd.org                     |

**Enrollment Summary**

| Grade Level  | Number of Students |                |                |                |                |                    |
|--------------|--------------------|----------------|----------------|----------------|----------------|--------------------|
|              | Year 1<br>2021     | Year 2<br>2022 | Year 3<br>2023 | Year 4<br>2024 | Year 5<br>2025 | At Capacit<br>2026 |
| 9            | 567                | 569            | 571            | 573            | 575            | 579                |
| 10           | 567                | 569            | 571            | 573            | 575            | 579                |
| 11           | 530                | 533            | 571            | 573            | 575            | 579                |
| 12           | 551                | 552            | 532            | 571            | 574            | 578                |
| <b>TOTAL</b> | 2215               | 2223           | 2245           | 2290           | 2299           | 2315               |

**Enrollment Summary**

TCIS is already deeply connected to the District. The TCIS CEO served in District for seven years as an IB campus head of school (principal) and District Director of the IB. The Executive Director of Texas IB Schools (TIBS), who is also the TCIS’s Board President, has directed the existing partnership between LISD and TIBS. The Secretary of the TCIS’s Board, who also serves as Secretary of the TIBS Board, has devoted her professional life to the students of the District. These deep roots will inform the development of the growth plan using local professional marketing companies. *Projections of Education Statistics to 2026*, 45<sup>th</sup> edition, produced by the National Center for Education Statistics (NCES) anticipates five percent (5%) or more growth in enrollment at Texas public schools from 2014 to 2026. <https://nces.ed.gov/pubs2018/2018019.pdf> Longview’s location area prevents the assumption of a 5% growth. Therefore, for the purposes of this application, a 2% growth was projected for grades 9 to 11 and 1% growth for grade 12 due to early graduation. The District will provide the only IB continuum within 100 miles enabling students to complete the coherent sequence of IB programs from the IB Primary Years Programme through the Middle Years Programme to the Diploma Programme. Therefore, the value of an IB education will be the focus of the marketing plan used by TCIS to meet or surpass these projections. Finally, TCIS’s eight schools in San Antonio already have a marketing plan in place. The San Antonio plan includes advertisements running at specific movie theater for targeted audiences, print advertisements in free magazines distributed at local grocery stores and proposed partnerships with military families. In addition to the use of local marketing experts, lessons learned by the Partner marketing the San Antonio schools will be applied to promote the Partner’s schools to the Longview and surrounding communities.

**Assessment and Evaluation**

**Performance Measure 1: Campus Overall Rating**

| School Year    | 2020-21*              | 2021-22               | 2022-23               | 2023-24               | 2024-2025             |
|----------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Overall Rating | Met Standard<br>A - B | Met Standard<br>A - B | Met Standard<br>A - B | Met Standard<br>A - B | Met Standard<br>A - B |

**Performance Measure 2: Student Progress Domain**

| School Year    | 2020-21* | 2021-22 | 2022-23 | 2023-24 | 2024-2025 |
|----------------|----------|---------|---------|---------|-----------|
| Overall Rating | 65       | 66      | 67      | 68      | 69        |

\*Baseline year

**Performance Measure 3: International Baccalaureate® Programs**

| School Year              | 2020-2021         | 2021-2022  | 2022-2023  | 2023-2024  | 2024-2025  |
|--------------------------|-------------------|------------|------------|------------|------------|
| Diploma Programme        | Authorized        | Authorized | Authorized | Authorized | Authorized |
| Career-Related Programme | Interested School | Candidate  | Candidate  | Authorized | Authorized |

FOSTER MIDDLE SCHOOL INFORMATION

**Foster Middle School**

| Proposed School / Campus Name   |            | Opening Year                         | Grades: Year 1                                      | Grades: At Capacity                                 |
|---|------------|--------------------------------------|---|---|
| Foster Middle School  |            | 2020-2021                            | 6 <sup>th</sup> , 7 <sup>th</sup> , 8 <sup>th</sup> | 6 <sup>th</sup> , 7 <sup>th</sup> , 8 <sup>th</sup> |
| <b>Proposed Location</b>  |            |                                      |   |   |
| <b>School District</b>  |            | Longview Independent School District |   |   |
| <b>Address of Identified Facility</b>   |            | 1504 MLK Blvd., Longview, TX 75602   |   |   |
| <b>Projected Demographic Information</b>  |            |                                      |   |   |
|   | % FRL: 72% | % SpEd: 5.5%                         | % ELL: 21.2%  |   |
| <b>Model / Specialty</b> <i>(Check all that apply)</i>  |            |                                      |   |   |
| <input checked="" type="checkbox"/> IB <input type="checkbox"/> Career / Technical Ed. <input type="checkbox"/> Educator Preparatory Residency and Demonstration School |            |                                      |   |   |
| <input type="checkbox"/> Project-Based Learning   |            |                                      |   |   |

|                                   |                                      |
|-----------------------------------|--------------------------------------|
| <b>Name of Proposed Principal</b> | Ryan Carroll                         |
| <b>Current Employment</b>         | Longview Independent School District |
| <b>Phone Number – Day</b>         | 903-446-2710                         |
| <b>Phone Number – Evening</b>     | 903-446-2710                         |
| <b>Email</b>                      | rcarroll@lisd.org                    |

FOSTER MIDDLE SCHOOL INFORMATION

**Enrollment Summary**

| Grade Level  | Number of Students |                |                |                |                |                    |
|--------------|--------------------|----------------|----------------|----------------|----------------|--------------------|
|              | Year 1<br>2021     | Year 2<br>2022 | Year 3<br>2023 | Year 4<br>2024 | Year 5<br>2025 | At Capacit<br>2026 |
| 6            | 257                | 259            | 262            | 265            | 267            | 269                |
| 7            | 247                | 259            | 262            | 264            | 267            | 269                |
| 8            | 259                | 249            | 262            | 264            | 266            | 269                |
| <b>TOTAL</b> | 763                | 767            | 786            | 793            | 800            | 807                |

**Enrollment Summary**

TCIS is already deeply connected to the District. The TCIS CEO served in District for seven years as an IB campus head of school (principal) and District Director of the IB. The Executive Director of Texas IB Schools (TIBS), who is also the TCIS’s Board President, has directed the existing partnership between LISD and TIBS. The Secretary of the TCIS’s Board, who also serves as Secretary of the TIBS Board, has devoted her professional life to the students of the District. These deep roots will inform the development of the growth plan using local professional marketing companies. *Projections of Education Statistics to 2026*, 45<sup>th</sup> edition, produced by the National Center for Education Statistics (NCES) anticipates five percent (5%) or more growth in enrollment at Texas public schools from 2014 to 2026. <https://nces.ed.gov/pubs2018/2018019.pdf> Longview’s location area prevents the assumption of a 5% growth. Therefore, for the purposes of this application, a 2% growth was projected for grades 9 to 11 and 1% growth for grade 12 due to early graduation. The District will provide the only IB continuum withing 100 miles enabling students to complete the coherent sequence of IB programs from the IB Primary Years Programme through the Middle Years Programme to the Diploma Programme. Therefore, the value of an IB education will be the focus of the marketing plan used by TCIS to meet or surpass these projections. Finally, TCIS’s eight schools in San Antonio already have a marketing plan in place. The San Antonio plan includes advertisements running at specific movie theater for targeted audiences, print advertisements in free magazines distributed at local grocery stores and proposed partnerships with military families. In addition to the use of local marketing experts, lessons learned by the Partner marketing the San Antonio schools will be applied to promote the Partner’s schools to the Longview and surrounding communities.

FOSTER MIDDLE SCHOOL INFORMATION

**Assessment and Evaluation**

**Performance Measure 1: Campus Overall Rating**

| School Year    | 2020-21*              | 2021-22               | 2022-23               | 2023-24               | 2024-2025             |
|----------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Overall Rating | Met Standard<br>A - B | Met Standard<br>A - B | Met Standard<br>A - B | Met Standard<br>A - B | Met Standard<br>A - B |

**Performance Measure 2: Student Progress Domain**

| School Year    | 2020-21* | 2021-22 | 2022-23 | 2023-24 | 2024-2025 |
|----------------|----------|---------|---------|---------|-----------|
| Overall Rating | 69       | 70      | 71      | 72      | 73        |

\*Baseline year

**Performance Measure 3: International Baccalaureate® Programs**

| School Year            | 2020-2021 | 2021-2022 | 2022-2023  | 2023-2024  | 2024-2025  |
|------------------------|-----------|-----------|------------|------------|------------|
| Middle Years Programme | Candidate | Candidate | Authorized | Authorized | Authorized |



JUDSON STEAM ACADEMY INFORMATION

**Judson STEAM Academy**

| Proposed School / Campus Name   |  | Opening Year                         | Grades: Year  | Grades: At Capacity                                 |
|---|--|--------------------------------------|---|---|
| Judson STEAM Academy  |  | 2020-2021                            | 6 <sup>th</sup> , 7 <sup>th</sup> , 8 <sup>th</sup> | 6 <sup>th</sup> , 7 <sup>th</sup> , 8 <sup>th</sup> |
| Proposed Location   |  |                                      |   |   |
| School District   |  | Longview Independent School District |   |   |
| Address of Identified Facility  |  | 5745 Judson Rd., Longview, TX 75605  |   |   |
| Projected Demographic Information   |  |                                      |   |   |
|   |  | % FRL: 70.8%                         | % SpEd: 11.2%                                       | % ELL: 10.7%  |
| Model / Specialty (Check all that apply)  |  |                                      |   |   |
| <input checked="" type="checkbox"/> IB <input type="checkbox"/> Career / Technical Ed. <input type="checkbox"/> Educator Preparatory Residency and Demonstration School |  |                                      |   |   |
| <input type="checkbox"/> Project-Based Learning   |  |                                      |   |   |

|                                   |                                      |
|-----------------------------------|--------------------------------------|
| <b>Name of Proposed Principal</b> | Melanie Pondant                      |
| <b>Current Employment</b>         | Longview Independent School District |
| <b>Phone Number – Day</b>         | 903-446-2610                         |
| <b>Phone Number – Evening</b>     | 903-446-2610                         |
| <b>Email</b>                      | mpondant@lisd.org                    |

**Enrollment Summary**

| Grade Level  | Number of Students |                |                |                |                |                    |
|--------------|--------------------|----------------|----------------|----------------|----------------|--------------------|
|              | Year 1<br>2021     | Year 2<br>2022 | Year 3<br>2023 | Year 4<br>2024 | Year 5<br>2025 | At Capacit<br>2026 |
| 6            | 206                | 210            | 214            | 218            | 222            | 226                |
| 7            | 177                | 180            | 184            | 188            | 192            | 196                |
| 8            | 173                | 176            | 180            | 184            | 188            | 192                |
| <b>TOTAL</b> | 556                | 566            | 578            | 590            | 602            | 614                |

**Enrollment Summary**

TCIS is already deeply connected to the District. The TCIS CEO served in District for seven years as an IB campus head of school (principal) and District Director of the IB. The Executive Director of Texas IB Schools (TIBS), who is also the TCIS’s Board President, has directed the existing partnership between LISD and TIBS. The Secretary of the TCIS’s Board, who also serves as Secretary of the TIBS Board, has devoted her professional life to the students of the District. These deep roots will inform the development of the growth plan using local professional marketing companies. *Projections of Education Statistics to 2026*, 45<sup>th</sup> edition, produced by the National Center for Education Statistics (NCES) anticipates five percent (5%) or more growth in enrollment at Texas public schools from 2014 to 2026. <https://nces.ed.gov/pubs2018/2018019.pdf> Longview’s location area prevents the assumption of a 5% growth. Therefore, for the purposes of this application, a 2% growth was projected for grades 9 to 11 and 1% growth for grade 12 due to early graduation. The District will provide the only IB continuum withing 100 miles enabling students to complete the coherent sequence of IB programs from the IB Primary Years Programme through the Middle Years Programme to the Diploma Programme. Therefore, the value of an IB education will be the focus of the marketing plan used by TCIS to meet or surpass these projections. Finally, TCIS’s eight schools in San Antonio already have a marketing plan in place. The San Antonio plan includes advertisements running at specific movie theater for targeted audiences, print advertisements in free magazines distributed at local grocery stores and proposed partnerships with military families. In addition to the use of local marketing experts, lessons learned by the Partner marketing the San Antonio schools will be applied to promote the Partner’s schools to the Longview and surrounding communities.

JUDSON STEAM ACADEMY INFORMATION

**Assessment and Evaluation**

**Performance Measure 1: Campus Overall Rating**

| School Year    | 2020-21*         | 2021-22          | 2022-23            | 2023-24            | 2024-2025          |
|----------------|------------------|------------------|--------------------|--------------------|--------------------|
| Overall Rating | Met Standard B-C | Met Standard B-C | Met Standard A - B | Met Standard A - B | Met Standard A - B |

**Performance Measure 2: Student Progress Domain**

| School Year    | 2020-21* | 2021-22 | 2022-23 | 2023-24 | 2024-2025 |
|----------------|----------|---------|---------|---------|-----------|
| Overall Rating | 60       | 61      | 62      | 63      | 64        |
| *Baseline year |          |         |         |         |           |

**Performance Measure 3: International Baccalaureate® Programs**

| School Year            | 2020-2021 | 2021-2022 | 2022-2023  | 2023-2024  | 2024-2025  |
|------------------------|-----------|-----------|------------|------------|------------|
| Middle Years Programme | Candidate | Candidate | Authorized | Authorized | Authorized |

HUDSON PEP ELEMENTARY SCHOOL: SCHOOL INFORMATION

**Hudson PEP Elementary School**

| Proposed School / Campus Name   |  | Opening Year                         | Grades: Year 1  | Grades: At Capacity   |
|---|--|--------------------------------------|---|---|
| Hudson PEP Elementary School  |  | 2020-2021                            | 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> , 4 <sup>th</sup> , 5 <sup>th</sup> , | 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> , 4 <sup>th</sup> , 5 <sup>th</sup> , |
| Proposed Location   |  |                                      |   |   |
| School District   |  | Longview Independent School District |   |   |
| Address of Identified Facility  |  | 311 Lilly Street, Longview, TX 75602 |   |   |
| Projected Demographic Information   |  |                                      |   |   |
|   |  | % FRL: 34.3%                         | % SpEd: 1%  | % ELL: 6.9%   |
| Model / Specialty (Check all that apply)  |  |                                      |   |   |
| <input checked="" type="checkbox"/> IB <input type="checkbox"/> Career / Technical Ed. <input type="checkbox"/> Educator Preparatory Residency and Demonstration School |  |                                      |   |   |
| <input type="checkbox"/> Project-Based Learning   |  |                                      |   |   |

|                                   |                                      |
|-----------------------------------|--------------------------------------|
| <b>Name of Proposed Principal</b> | Sue Wilson                           |
| <b>Current Employment</b>         | Longview Independent School District |
| <b>Phone Number – Day</b>         | 903-830-5100                         |
| <b>Phone Number – Evening</b>     | 903-830-5100                         |
| <b>Email</b>                      | slwilson@lisd.org                    |

**Enrollment Summary**

| Grade Level  | Number of Students |                |                |                |                |                     |
|--------------|--------------------|----------------|----------------|----------------|----------------|---------------------|
|              | Year 1<br>2021     | Year 2<br>2022 | Year 3<br>2023 | Year 4<br>2024 | Year 5<br>2025 | At Capacity<br>2026 |
| 1            | 114                | 116            | 118            | 120            | 122            | 124                 |
| 2            | 121                | 116            | 118            | 120            | 122            | 124                 |
| 3            | 123                | 123            | 118            | 120            | 122            | 124                 |
| 4            | 108                | 125            | 125            | 120            | 122            | 124                 |
| 5            | 125                | 112            | 127            | 127            | 122            | 124                 |
| <b>TOTAL</b> | 591                | 592            | 606            | 607            | 610            | 620                 |

**Enrollment Summary**

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**Assessment and Evaluation**

**Performance Measure 1: Campus Overall Rating**

| School Year    | 2020-21*          | 2021-22           | 2022-23           | 2023-24           | 2024-2025         |
|----------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| Overall Rating | Met Standard<br>A | Met Standard<br>A | Met Standard<br>A | Met Standard<br>A | Met Standard<br>A |

**Performance Measure 2: Student Progress Domain**

| School Year    | 2020-21* | 2021-22 | 2022-23 | 2023-24 | 2024-2025 |
|----------------|----------|---------|---------|---------|-----------|
| Overall Rating | 85       | 86      | 87      | 88      | 89        |
| *Baseline year |          |         |         |         |           |

**Performance Measure 3: International Baccalaureate® Programs**

| School Year            | 2020-2021 | 2021-2022 | 2022-2023  | 2023-2024  | 2024-2025  |
|------------------------|-----------|-----------|------------|------------|------------|
| Middle Years Programme | Candidate | Candidate | Authorized | Authorized | Authorized |

NED E. WILLIAMS ELEMENTARY SCHOOL: SCHOOL INFORMATION

**Ned E. Williams Elementary School**

| Proposed School / Campus Name   |  | Opening Year                           | Grades: Year 1   | Grades: At Capacity  |
|---|--|--|--|--|
| Ned E. Williams Elementary  |  | 2020-2021                              | EC, PreK, K, 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> , 4 <sup>th</sup> , 5 <sup>th</sup> , | EC, PreK, K, 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> , 4 <sup>th</sup> , 5 <sup>th</sup> , |
| Proposed Location   |  |  |  |  |
| School District   |  | Longview Independent School District   |  |  |
| Address of Identified Facility  |  | 5230 Estes Parkway, Longview, TX 75603 |  |  |
| Projected Demographic Information   |  |  |  |  |
|   |  | % FRL: 90.1%                           | % SpEd: 6.8%   | % ELL: 27.3%   |
| Model / Specialty (Check all that apply)  |  |  |  |  |
| <input checked="" type="checkbox"/> IB <input type="checkbox"/> Career / Technical Ed. <input type="checkbox"/> Educator Preparatory Residency and Demonstration School |  |  |  |  |
| <input type="checkbox"/> Project-Based Learning   |  |  |  |  |
|   |  |  |  |  |

|                                   |                                      |
|-----------------------------------|--------------------------------------|
| <b>Name of Proposed Principal</b> | Melanie Hamilton                     |
| <b>Current Employment</b>         | Longview Independent School District |
| <b>Phone Number – Day</b>         | 903-803-5500                         |
| <b>Phone Number – Evening</b>     | 903-803-5500                         |
| <b>Email</b>                      | mhamilton@lisd.org                   |

**Enrollment Summary**

| Grade Level  | Number of Students |                |                |                |                |                     |
|--------------|--------------------|----------------|----------------|----------------|----------------|---------------------|
|              | Year 1<br>2021     | Year 2<br>2022 | Year 3<br>2023 | Year 4<br>2024 | Year 5<br>2025 | At Capacity<br>2026 |
| EC-PreK      | 6                  | 6              | 6              | 6              | 6              | 6                   |
| 1            | 87                 | 88             | 89             | 90             | 91             | 93                  |
| 2            | 72                 | 88             | 89             | 90             | 91             | 92                  |
| 3            | 78                 | 73             | 89             | 90             | 91             | 92                  |
| 4            | 72                 | 79             | 74             | 90             | 91             | 92                  |
| 5            | 70                 | 73             | 80             | 75             | 91             | 92                  |
| <b>TOTAL</b> | 385                | 407            | 427            | 441            | 461            | 467                 |

**Enrollment Summary**

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**Assessment and Evaluation**

**Performance Measure 1: Campus Overall Rating**

| School Year    | 2020-21*              | 2021-22               | 2022-23               | 2023-24               | 2024-2025             |
|----------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Overall Rating | Met Standard<br>A - B | Met Standard<br>A - B | Met Standard<br>A - B | Met Standard<br>A - B | Met Standard<br>A - B |

**Performance Measure 2: Student Progress Domain**

| School Year    | 2020-21* | 2021-22 | 2022-23 | 2023-24 | 2024-2025 |
|----------------|----------|---------|---------|---------|-----------|
| Overall Rating | 80       | 81      | 82      | 83      | 84        |
| *Baseline year |          |         |         |         |           |

**Performance Measure 3: International Baccalaureate® Programs**

| School Year             | 2020-2021 | 2021-2022 | 2022-2023  | 2023-2024  | 2024-2025  |
|-------------------------|-----------|-----------|------------|------------|------------|
| Primary Years Programme | Candidate | Candidate | Authorized | Authorized | Authorized |

**South Ward Elementary School**

| Proposed School / Campus Name   |  | Opening Year                         | Grades: Year 1   | Grades: At Capacity  |
|---|--|--------------------------------------|--|--|
| South Ward Elementary   |  | 2020-2021                            | EC, PreK, K, 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> , 4 <sup>th</sup> , 5 <sup>th</sup> , | EC, PreK, K, 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> , 4 <sup>th</sup> , 5 <sup>th</sup> , |
| Proposed Location   |  |                                      |  |  |
| School District   |  | Longview Independent School District |  |  |
| Address of Identified Facility  |  | 1011 S. Mobberly, Longview, TX 75602 |  |  |
| Projected Demographic Information   |  |                                      |  |  |
|   |  | % FRL: 93.6%                         | % SpEd: 5.2%   | % ELL: 58.4%   |
| Model / Specialty (Check all that apply)  |  |                                      |  |  |
| <input checked="" type="checkbox"/> IB <input type="checkbox"/> Career / Technical Ed. <input type="checkbox"/> Educator Preparatory Residency and Demonstration School |  |                                      |  |  |
| <input type="checkbox"/> Project-Based Learning   |  |                                      |  |  |
|   |  |                                      |  |  |

|                                   |                                      |
|-----------------------------------|--------------------------------------|
| <b>Name of Proposed Principal</b> | Joaquin Guerrero Hamilton            |
| <b>Current Employment</b>         | Longview Independent School District |
| <b>Phone Number – Day</b>         | 903-803-5200                         |
| <b>Phone Number – Evening</b>     | 903-803-5200                         |
| <b>Email</b>                      | jguerrero@lisd.org                   |

**Enrollment Summary**

| Grade Level  | Number of Students |                |                |                |                |                     |
|--------------|--------------------|----------------|----------------|----------------|----------------|---------------------|
|              | Year 1<br>2021     | Year 2<br>2022 | Year 3<br>2023 | Year 4<br>2024 | Year 5<br>2025 | At Capacity<br>2026 |
| EC-PreK      | 5                  | 5              | 5              | 5              | 5              | 5                   |
| 1            | 84                 | 85             | 86             | 87             | 88             | 89                  |
| 2            | 85                 | 86             | 87             | 88             | 89             | 90                  |
| 3            | 62                 | 62             | 63             | 64             | 65             | 66                  |
| 4            | 73                 | 74             | 75             | 76             | 77             | 78                  |
| 5            | 85                 | 86             | 87             | 88             | 89             | 90                  |
| <b>TOTAL</b> | 394                | 398            | 403            | 408            | 413            | 418                 |

**Enrollment Summary**

TCIS is already deeply connected to the District. The TCIS CEO served in District for seven years as an IB campus head of school (principal) and District Director of the IB. The Executive Director of Texas IB Schools (TIBS), who is also the TCIS's Board President, has directed the existing partnership between LISD and TIBS. The Secretary of the TCIS's Board, who also serves as Secretary of the TIBS Board, has devoted her professional life to the students of the District. These deep roots will inform the development of the growth plan using local professional marketing companies. *Projections of Education Statistics to 2026*, 45<sup>th</sup> edition, produced by the National Center for Education Statistics (NCES) anticipates five percent (5%) or more growth in enrollment at Texas public schools from 2014 to 2026. <https://nces.ed.gov/pubs2018/2018019.pdf> Longview's location area prevents the assumption of a 5% growth. Therefore, for the purposes of this application, a 2% growth was projected for grades 9 to 11 and 1% growth for grade 12 due to early graduation. The District will provide the only IB continuum within 100 miles enabling students to complete the coherent sequence of IB programs from the IB Primary Years Programme through the Middle Years Programme to the Diploma Programme. Therefore, the value of an IB education will be the focus of the marketing plan used by TCIS to meet or surpass these projections. Finally, TCIS's eight schools in San Antonio already have a marketing plan in place. The San Antonio plan includes advertisements running at specific movie theater for targeted audiences, print advertisements in free magazines distributed at local grocery stores and proposed partnerships with military families. In addition to the use of local marketing experts, lessons learned by the Partner marketing the San Antonio schools will be applied to promote the Partner's schools to the Longview and surrounding communities.

**Assessment and Evaluation**

**Performance Measure 1: Campus Overall Rating**

| School Year    | 2020-21*              | 2021-22               | 2022-23               | 2023-24               | 2024-2025             |
|----------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Overall Rating | Met Standard<br>A - B | Met Standard<br>A - B | Met Standard<br>A - B | Met Standard<br>A - B | Met Standard<br>A - B |

**Performance Measure 2: Student Progress Domain**

| School Year    | 2020-21* | 2021-22 | 2022-23 | 2023-24 | 2024-2025 |
|----------------|----------|---------|---------|---------|-----------|
| Overall Rating | 76       | 77      | 78      | 79      | 80        |
| *Baseline year |          |         |         |         |           |

**Performance Measure 3: International Baccalaureate® Programs**

| School Year             | 2020-2021 | 2021-2022 | 2022-2023  | 2023-2024  | 2024-2025  |
|-------------------------|-----------|-----------|------------|------------|------------|
| Primary Years Programme | Candidate | Candidate | Authorized | Authorized | Authorized |

## SECTION 2; TCIS EDUCATIONAL PROGRAM

### Curriculum and Instructional Design

TCIS schools will teach and extend the Texas Essential Knowledge and Skills (TEKS) as the core curriculum using the IB pedagogy and framework. As a result, all TCIS students will have access to an IB education. Because the IB PYP, MYP and DP curriculum are updated on a regular basis, research based, implement best practices and meet international standards, TCIS will provide a 21<sup>st</sup> Century education for all students.

An IB classroom room exhibits these 10 characteristics:

**1. A mirror of the IB mission statement and the IB learner profile.**

Where the learning environment is caring, accepting, respectful, reflective, and a place of continuous learning for every student.

**2. The inclusion of all students requires a school to address differentiation within the written and taught curriculum.**

The MYP is an inclusive program because IB requires it to be campus-wide for the middle school years. In the MYP educators acknowledge inclusive education is an ongoing process meant to increase access and engagement in learning by responding positively to each student's unique learning profile, including students with diverse learning needs. Inclusion and differentiation succeed when a school-wide culture of collaboration encourages and supports inquiry and problem-solving.

**3. Evidence that students are working through knowledge/skills using an inquiry-based pedagogy.**

In IB classrooms, students are actively engaged in discussions, groups, asking thoughtful questions with the teacher as the facilitator. Students are equal partners in an ongoing discovery process where they are constructing new knowledge together, honing skills, and developing new skills in a constructivist environment. Teachers build from the students' own agendas and questions to develop their curiosity and to build independence in learning. The classroom itself is student-centered. Active learning using a variety of inquiry strategies is taking place most of the time with the teacher holding students responsible for their own learning rather than the teacher owning the learning. IB professional development models and develops inquiry-based pedagogy. IB authorization teams and evaluation teams verify IB classrooms meet these IB standards and practices.

**4. Evidence of both formative and summative assessment.**

IB Instruction targets building specific skills using the content of the discipline, IB criteria and IB rubrics. Summative assessment forms the first building block of IB curriculum documents. There is frequent and focused assessment of that knowledge and those skills. Formative assessment takes place during instruction for teachers to gauge where learning gaps are still evident and to adjust instruction. Summative assessment takes place when teachers know their students are ready to demonstrate their knowledge and skills, formally measured by achievement levels within a criterion. The summative assessment should allow students to transfer their knowledge and skills, by demonstrating their ability to show the limits of their knowledge, as well as show their accomplishments within an authentic framework. Professional development and IB curriculum documents guide teachers to improved formative and summative assessments.

**5. Multiple opportunities for students to practice critical and creative thinking.**

Inquiry questions and learning engagements ask students to think through problems and gather new understandings, using new skills, honing skills learned previously, technology and a collaborative learning environment.

**6. Use of technology where appropriate.**

Teachers and students incorporate technology where appropriate to enhance teaching

and learning.

**7. Interdisciplinary approach where it is appropriate and builds a deeper understanding of the concept studied.**

Holistic learning breaks down artificial barriers of the subject groups enabling students to discover the relationships between disciplines and the real world. Allowing students to build disciplinary connections. IB requires teachers to create transdisciplinary units in the PYP and interdisciplinary units in the MYP.

**8. The MYP unit is contextually focused using a global context to get to the “why” while the PYP unit is focused through the transdisciplinary themes.**

Encourages looking at the subject matter through multiple perspectives, building on the idea that there is more than one way to understand one another.

**9. Evidence of criterion related assessment using the published objectives for each summative assessment.**

Each MYP subject group has a set of published criteria based on age appropriate interim objectives. These criteria are applied when making a summative judgment about student achievement. All DP courses provide multiple summative requirements linked to the course objectives.

**10. Evidence units are created with the end in mind through backwards design is demonstrated by the teacher designed MYP or PYP unit planner where the summative assessment is designed at the beginning of the unit develop process and then guides teaching and learning. DP teachers develop syllabi outline the course to include the required Internal Assessments and prepare for the required External Assessments.**

Using multiple resources as tools for teaching and learning, the MYP or PYP planner and DP syllabus outlines the structure of knowledge that is conceived conceptually and taught through inquiry including interdisciplinary connections, Learner Profile attributes and Approaches to Learning. In the DP connections are also made to the IB Theory of Knowledge (TOK) class to connect all learning across all disciplines.

(Adapted from: <http://www.teachinginquiry.com/index/Introduction.html> Audet, Richard H., Integrating Inquiry across the Curriculum, Corwin Press, 2005)

**Special Populations**

TCIS will utilize and follow LISD’s EHBD (Legal) and (Local) policies to serve all special populations and meet all legal requirements. TCIS also plans to use the expertise of LISD’s Special Education, ELL, G/T and 504 personnel. TCIS and the IB organization are specifically committed to providing access for all students. The IB recognizes, “Inclusion is an ongoing process that aims to increase access and engagement in learning for all students by identifying and removing barriers.” (International Baccalaureate®, 2014) To this end, all TCIS personnel serving special populations will receive IB professional development and be IB teachers.

In addition to using LISD special population expertise and special population legal requirements, TCIS will address those needs through IB specific activities such as the following:

- Documentation of differentiation for special populations in the PYP planner, MYP planner and in DP daily lessons plans,
- IB professional development,
- IB teacher collaboration meetings,
- Support for mother tongues,
- Programs celebrating cultural diversity.

**At-Risk Students**

Although 51.4% of the LHS students are identified as at-risk, the current four-year graduation rate

## TCIS EDUCATIONAL PROGRAM

is 99.5% and ranks 9<sup>th</sup> in the United States as reported by USA Today. 50.5% of the FMS students are identified as at-risk. 13.4% of the PEP students are identified as at-risk. 59.5% of the WES students are identified as at-risk. Many at-risk students are thriving at the proposed TCIS schools. TCIS, therefore, will be highly selective in changing current practices. Where there are identified needs, the approach for at-risk students will focus on (1) academic instruction and (2) caring, sustained relationships. Academic instruction will focus first on classroom instruction. Teachers and administrators will evaluate instruction to determine it meets IB criteria as (1) structured inquiry, (2) aligned to the TEKS and to summative assessments including PYP teacher designed rubrics, MYP criteria, DP, STAAR EOC, SAT and ACT, (3) student-led and (4) engaging. For teachers to align instruction they will need to answer four questions. (1) What specifically must the students know and be able to do? (2) Based on summative assessments, what is the necessary level of rigor? (3) What common misunderstandings and mistakes will students make? (4) What learning activities will best teach the content for students to be successful on the summative assessment(s)? At-risk students will receive instruction through regular classrooms or through an intervention classroom teaching the regular content with a master teacher, smaller class size and the option of additional teaching time. Supplemental academic instruction will be provided as needed through tutorials, extended day and Saturday tutorials. Supplemental instruction will be provided in small group or one-to-one. Other supports will be developed as a unique intervention for the individual student.

Professor Maurice J. Elias of Rutgers University wrote in a 2009 blog post on Edutopia, “One of the shortcomings of our educational structure is that relationships with teachers, especially in secondary school, may be caring, but they are not easy to sustain. Yet at-risk youth need relationships that are both caring and stable.” <https://www.edutopia.org/blog/teaching-urban-youth-strategies-research-sel-maurice-elias> As TCIS identifies at-risk students who are not thriving, TCIS will guide its schools in use of the IB components to sustain relationships. For example, a teacher who has successfully taught an at-risk student in a grade 9 class would be the IB MYP Personal Project supervisor for the student in grade 10. Enhancements to the current program would be developed collaborative with school administrators and thoughtfully implemented.

### **Student Recruitment**

TCIS schools will continue to recruit students from across the district and neighboring communities through presentations at FMS and JSA to showcase IB MYP and DP at the high school. Grade 8 students will also be invited to the exhibition of Personal Projects. Similarly, IB MYP will be showcased for PYP students including invitations to the MYP community project presentation at FMS and JSA. TCIS will also host a campus showcase, open to all LISD middle school and the East Texas area students and parents. LHS’s IB, AP and Dual Credit programs, available endorsements and extra-curricular sports and activities will be showcased. In addition to the traditional communication sources - campus marquee, website, and flyer/maile – communication of the showcase events will be delivered via a unified social media presence with a designated campus staff member being assigned as the coordinator. TCIS will use a local marketing company to promote LHS including the showcase through media and organizations such as newspaper, television and Chamber of Commerce events. TCIS will budget for marketing. This marketing plan will be similar to the one for TCIS San Antonio schools including the following:

- Local newspaper and magazine advertisements
- Local movie theater commercials
- Internet and social media presence
- Mailers

### **Enrollment**

TCIS plans will use the current Longview ISD enrollment policy as shown in Attachment 2.

### **School Culture and Discipline**

Currently, the IB continuum pathway excludes students at WES, PEP, SWES, JSA and FMS. The LHS pathway is limited to students entering the DP in grade 11. Those students are designated as International Scholars in grade 9 and grade 10. Therefore, being an IB student is a limited designation making the benefits of an IB education also limited. Providing access to the IB for all students at the TCIS middle and elementary school and LHS students in grade 9 and grade 10 will be a massive change in school culture and climate. All student will be IB students. The IB Learner Profile characteristics will be incorporated into all classrooms. All students will have the opportunity to reflect on their growth as Thinkers, Inquirers, Principled, Reflective, Knowledgeable, Communicators, Open-Minded, Balanced, Risk-Takers and Caring. Teachers will embed the profile traits into their classroom. As stated in the IB *Principles into Practice*, "The learner profile is the IB's mission in action. It requires IB learners to strive to become inquirers, knowledgeable, thinkers, communicators, principled, open-minded, caring, risk-takers, balanced and reflective. These attributes of internationally-minded people represent a broad range of human capacities and responsibilities that go beyond a concern for intellectual development and academic content. They imply commitment to implement standards and practices that help all members of the school community learn to respect themselves, others and the world around them," (International Baccalaureate®, 2014) Finally, IB students and teachers are also challenged to act based on their learning. Action requires both passion and generosity. Action leads to service. Expansion of generosity and service will positively enhance TCIS school culture and climate.

### **Documenting and Maintaining School Culture**

TCIS will develop and administer to all stakeholders a school climate survey in the spring of each academic year to measure school climate. The results of this survey will be shared with LISD administrators and school board. Furthermore, the results of this campus survey will be shared and discussed during the principal's End-of-Year TPESS evaluation. TCIS schools have for generations drawn the city of Longview together. TCIS will build on this rich history to continue developing **an inclusive and welcoming environment**. Working in partnership with the LISD Community Relations, TCIS will designate resources to enhancing communication. For example, financial and human resources will be provided to upgrade the school websites from navigating to the site to the content and appearance of the site. Human resources, if necessary, will be dedicated to write/copy for principal newsletters and for possible inclusion in the LISD Longview Voice newspaper. Resources will be dedicated to support the planning of WES events for parents and the community. All communication will be available in English and Spanish. Priority will be given to supporting or enhancing systems of communication already in place and functioning successfully.

**To proactively respond to students in need of support**, TCIS will utilize LISD's Response to Intervention (Rtl) process for students with academic and/or behavior concerns. TCIS will also work closely with LISD's Special Education Department. TCIS will empower and educate school counselors and social workers to build relationships and partnerships with community providers for mental health, social well-being, and economic resources for families.

For transparency and consistency across LISD, TCIS will adopt the LISD's Student Code of Conduct and Lobo Discipline Plans. Links to these plans are provided in Attachment 3. TCIS will also adopt the LISD school safety plan. Consistent implementation, staff training, review and revision of these plans provide **appropriate and effective strategies to support a safe, orderly school climate, fulfillment of educational goals, promote a strong school culture and**



**respect student rights.** The LISD Student Code of Conduct and Lobo Discipline Plans provide **legally sound policies for student discipline, suspension and expulsion.** Students rights are protected **preventing removal in an inappropriate manner and provide proper processes for students with disabilities.** TCIS schools will continue using Skyward management software to **track discipline referrals and interventions to identify trends and adapt activities.**

Skyward's options including electronic referrals (no paperwork), immediate notification for administrators, parental access to reports through the parent portal, and immediate notification enabling proactive interventions.

### **Assessment and Evaluation**

In addition to IB programs and professional developed previously described, TCIS will **monitor and measure student progress, analyze data, implement immediate interventions, and evaluate results to inform professional develop and goals.** All TCIS schools will implement the STAAR-Interim assessments in early November and February. Data from these assessments will be analyzed by the TCIS CEO and CAO in collaboration with campus administration to determine the best strategy to improve classroom instruction and to intervene and remediate targeted students. TCIS will utilize the district's Student Information System (SIS) to store and refine data. The data will be analyzed by CEO and CAO and any modification of instructional plans will be decided with campus leadership and after consultation with district academic and assessment experts. If necessary, TCIS will provide resources such as science and math consultants to help align classroom instruction and interventions. Annual goals will be set with campus administration after consulting with district leaders for November and February benchmarks (STAAR-Interims). If goals are not met, students who failed to meet benchmarks will be targeted with remediation support that could include:

- Modification of student schedule to align target subject areas needed for success,
- After school/evening TEKS targeted tutorials,
- Online remediation / EOC prep courses,
- Test taking skills tutorials,
- Differentiated instruction to expose student to a variety of methods to master the TEKS.

### **SECTION 3: TCIS GOVERNANCE, OPERATING PLAN AND CAPACITY**

#### **Organizational Structure**

The TCIS organizational chart (Attachment 4) includes all current positions identified by the position. For currently held positions the name of the current employee or consultant is provided. For positions to be added for the 2020 school year, the title of the position is provided.

The Texas Council for International Studies (TCIS) is a 501(c)(3) nonprofit corporation. Evidence of this status (Attachment 4) is provided by (1) TCIS Bylaws, (2) Signed TCIS Organization Minutes, (3) Internal Revenue Approval Document and (4) State of Texas Comptroller Nonprofit Letter.

#### **Governing Board**

TCIS's Board is structured to include a broad spectrum of specific expertise and perspectives. Board members are appointed for a two-year term. As evidenced by the Board résumés (Attachment 6), Ms. Phillips, Mr. Sorensen and Ms. Buie are experts in the IB and in fidelity of implementation of IB programs. Ms. Phillips and Mr. Sorensen are experts in running nonprofit organizations and schools. Dr. Briscoe and Dr. Thomas provide expertise in higher education and preparation needed for success at university and beyond. Dr. Thomas is a noted authority in financial accountability including accounting and business law. Dr. Briscoe, Dr. Thomas and Mr. Sorensen have no connections to the Longview Independent School District. Ms. Phillips as the Executive Director of Texas IB Schools (TIBS) has provided TIBS services to the District in the same manner as TIBS would provide services to any other IB school or district. No special relationship exists. Ms. Buie was selected for the Board based on her IB expertise and service on the TIBS Board. Upon approval of a partnership between TCIS and LISD, Ms. Buie would be replaced on the TCIS Board. TCIS would seek approval from LISD for Ms. Buie to serve as the LISD Liaison for TCIS. TCIS Board has adopted a Conflict of Interest Policy. (Attachment 5) All Board members are citizens of the United States of America. Proof of citizenship has been verified by birth certificate or passport. A notarized document verifying citizenship is included in Attachment 6. The TCIS Board meets three times per year. Board agendas and minutes are posted on the TCIS website [www.texascis.org](http://www.texascis.org). The Board has employed the services of Mr. Judd Pritchard, an attorney with specific expertise in establishing and running nonprofit corporations, Mr. Ben Barlow, an attorney with extensive experience in Education law, and Ms. Jennifer Hill, a CPA specializing in nonprofit corporations. To create stability and sustainability, current Board members are committed to serving a minimum of two years. Dr. Briscoe serves on the Board as Vice President for Membership. Dr. Briscoe and Ms. Davis would comprise the committee to evaluate candidates as potential Board members. Ms. Davis would bring a recommendation to the next Board meeting. The TCIS CEO is evaluated by the Board President in the domains of TCIS development plan, IB implementation, school progress, and fiscal management. This evaluation is presented for Board approval at the Board's Spring meeting. TCIS schools are currently evaluated by Ms. Davis, the Chief Executive Officer. The Chief Academic Officer, when employed, will partner in the evaluations. Campus leaders will be evaluated using TPESS.

#### **TCIS Application Team Capacity**

TCIS's application team consists of Ms. Karen Phillips, Dr. Courtney Gober, and Ms. Margaret Davis. As Executive Director for Texas IB Schools, Ms. Phillips has three decades of IB experience. She is familiar with the implementation of all IB programs in the State of Texas. She has, therefore, provided guidance on fidelity of implementation of the IB. Dr. Courtney Gober currently serves as the Assistant Superintendent for IB Schools in the San Antonio Independent School District. Dr. Gober guided the design and implementation of TCIS's 1882 San Antonio partnership. He serves as a consultant to TCIS. Ms. Davis is TCIS's Chief Executive Officer. Under the direction of Ms. Phillips, she guided the creation of TCIS from selection of Board

members through legal establishment to San Antonio partnership. On July 1, 2019, she was hired as TCIS's CEO. She manages the school partnership and all day-to-day operations. Ms. Phillip's résumé is included in Attachment 6. Dr. Gober's résumé is included in Attachment 7. Ms. Davis's résumé is included in Attachment 8. Summaries of team members qualifications are in Attachment 7.

### **Staffing Plans, Hiring, Management, and Evaluation**

#### **Employment of Campus Personnel**

All campus personnel will be hired by the TCIS CEO, the CEO's designee, or the campus principal. TCIS retains the right to make final personnel decisions. LISD cannot assign an employee or displaced employee to a TCIS campus. Displaced employees may apply and interview for positions on TCIS campuses. All personnel on TCIS campuses retain all rights and protections afforded by LISD employment contracts or agreements pursuant to TEC §11.174(c). They remain LISD employees and will work under the contractual and termination obligations of the District. Any evaluation, promotion or adverse action taken by TCIS will be done in accordance with LISD's Employee Handbook, contractual policies, administrative procedures and relevant law. All employees will receive a written annual evaluation on LISD forms adopted or modified by the TCIS Board. Evaluations will be reviewed during an annual conference with the employee's supervisor. A written copy will be provided to the employee. The employee will have the right to respond in writing.

#### **Recruiting and Hiring of Campus Leadership**

TCIS will help recruit, select, and train all school leadership, including principals, principal fellows/interns, and assistant principals. TCIS will have authority over all leadership of TCIS schools and autonomy to evaluate each TCIS campus leader utilizing the LISD's evaluation procedures and processes as well as any additional performance measures TCIS deems appropriate. The campus school leader will serve as the supervisor of all employees at each TCIS School.

#### **Recruitment of Teachers and Staff**

TCIS commits to providing master teachers for TCIS students. To this end, TCIS and the administration of each campus will attend local teacher job fairs and promote all job openings on the TCIS and Texas IB Schools (TIBS) website and identify outstanding candidates. TCIS will also post openings at universities with IB teacher preparation programs. When funding allows, TCIS will hire a recruiting consultant to make presentations on university campuses, attend university job fairs and make connections with supervisors monitoring students during campus teaching internships. When outstanding candidates are identified, they will be invited to apply and connected to campus administrators. TCIS will use the IB approved Council of International School, TES, and University of People to recruit experienced IB teachers. As TCIS recruits master teachers, it will emphasize the goal to be premier IB schools with teachers who are trained in the best pedagogical practices, including specific IB training in "Approaches to Teaching" and "Approaches to Learning." In addition, TCIS already works closely with TIBS and its network of teachers across the state to both recruit teachers and to form beneficial collaborations for currently employed TCIS teachers.

#### **Professional Development of Teachers and Staff**

As guided by the campus data, TCIS and campus principals will tailor professional development and yearly calendars to meet students' individual needs and challenges. An example of would be training in lesson planning for the PYP, MYP, CP and DP, where specialized professional development is necessary to implement the IB with fidelity. TCIS teachers need the kind of training only offered by IB in order to develop effective lesson plans to promote high engagement

and high cognition. Additionally, TCIS will provide teachers opportunities to participate in important state conferences including Curriculum Associations of Teacher of Mathematics (CAMT) and State of Texas Association of Science Teachers (CAST). Early in the fall, TCIS will provide an in-district IB conference for all teachers, administrators and staff. TCIS will provide time and stipends for development and updating of PYP units of inquiry, MYP units of inquiry and DP syllabi. In addition to the IB components in the units of inquiry, TEKS content, STAAR examples and TEKS-STAAR-rigor analysis will be inserted to directly align the units with State of Texas requirements. This work will be completed in the summer of 2021 and beyond to take advantage of knowledge gained during the preceding school year. Therefore, the scope, sequence and pacing will be in place prior to the beginning of each school year. TCIS will ensure each campus provides a mentoring program to all new staff each school year. Teachers will be encouraged to seek leadership opportunities on the campus and within the district to promote professional growth.

### **Retain Teachers and Staff**

Development and retention of master teachers is a TCIS priority. To this end, TCIS will provide excellent professional development opportunities, balanced scheduling and teacher incentives. Balanced scheduling will create equity through addressing class size and student load. It will also be used to provide adequate time for teacher collaboration and lesson planning. To enhance campus climate, TCIS and campus administrators will celebrate teachers. Among the ways teachers and best practices will be celebrated are teacher appreciation activities, school staff newsletters, articles submitted for the LISD newspaper, presentations at the TCIS IB conference, stipends and opportunities to submit proposals for state and national conferences.

### **Facilities**

As in-district charter schools and under the terms of the proposed TCIS Management Agreement, LISD will provide and maintain all facilities. LISD would be responsible for providing, repairing and maintaining new and existing technology, infrastructure and network services. Routine maintenance, repairs and major renovations will be the responsibility of LISD. LISD will be responsible for insurance coverage. Beginning on July 1, 2020, LISD would permit TCIS occupancy and use of the facilities. TCIS would take care the buildings, furniture and equipment are used in a reasonable manner with normal wear and tear.

## SECTION 4: TCIS FINANCIAL PLAN

### Financial Priorities

TCIS was formed specifically to serve as an SB1882 partner for IB schools in Texas; therefore, all financial decisions are focused on providing guidance and resources to TCIS schools. To this end and to maximize financial resources available to the campuses, personnel costs are reduced with consultants, retainers and contracted services. Evidence of this structure is shown in the TCIS Organizational Chart (Attachment 4) and Financial Plan (Attachment 9). The TCIS financial plan is built on an \$130 per enrolled student management. The remaining 1882 funds will be included in the individual campus budgets.

### Processes and Procedures

The TCIS Board adopted July 1 to June 30 as TCIS's fiscal year. The annual TCIS budget using TEA object codes is developed by the CEO in consultation with the Board President, Treasurer, and TCIS school administrators. The budget and the annual audit are presented to the Board at the November meeting. The auditing firm is approved at the spring Board meeting. Because TCIS currently has only one employee, the Board Treasurer writes the employee paycheck. When it becomes necessary, a company recommended by the Board Treasurer and CPA will be retained to handle payroll. Currently, the CEO writes establishes contracted services including W9 forms and writes checks. The bookkeeper maintains the books and documents monthly bank statements with receipts and invoices. Documented monthly bank statements are submitted to the CPA and Board Treasurer. The CPA currently reviews and reconciles monthly bank statement with software, review and correct financial statements, prepares annual 1099 forms, helps with payroll as needed, helps prepares schedules and answer questions from auditors, and prepares annual IRS form 990 for filing. The Board Treasurer guides the CEO and reviews all records and processes. To ensure transparency, the annual budget is printed in the November Board agenda and adopted at the November Board meeting. For the annual audit, the Board approves the auditing company at the spring Board meeting. The Board receives the audit at the November Board meeting. Board agendas and minutes are available on the TCIS website [www.texascis.org](http://www.texascis.org). The first annual audit will be presented to the Board in November 2020 and posted on the TCIS website with the agenda and minutes. Time for public comment is provided at all TCIS Board meetings. The proposed budget including a contingency funding for TCIS schools in LISD is provided as Attachment 9. Rationale used to develop the budget is provided as Attachment 10.

TCIS EXISTING 1882 PARTNER SUPPLEMENT

**TCIS EXISTING 1882 PARTNER SUPPLEMENT**

Supplementary Attachment 1, Attachment 2 and Attachment 3 are provided. TCIS has **no** history of charter revocations, non-renewals, withdrawals or failures to open.

## ATTACHMENTS

TCIS ATTACHMENT 1: GRADUATION REQUIREMENTS

**Attachment 1: Graduation Requirements**

Under TCIS management, Longview High School students will complete state of Texas requirements as outlined in Texas Education Code §74.11. Although Longview High School has been authorized by the International Baccalaureate® (IB) for the Diploma Programme, a four-year IB pathway is not currently available. TCIS will add authorization for the IB Middle Years Programme to replace the current International Scholars courses with authorized IB courses, as shown on the following table.

| Texas Council for International Studies (TCIS) Graduation Standards<br>International Baccalaureate® (IB) Middle Years Programme (MYP)* and Diploma Programme (DP) Pathway# |                              |   |  |
|--|------------------------------|---|--|
| IB Group   | TEA Discipline               | Foundational Program Required Credits   | Courses  |
| Group 1:<br>Language and Literature  | English Language Arts        | Four credits:<br>English I<br>English II<br>English III<br>An advanced English course   | Four credits:<br>IB MYP Language and Literature Year (Y) 4<br>IB MYP Language and Literature Y5<br>IB DP Literature or Language and Literature Y1<br>IB DP Literature or Language and Literature Y2 (advanced English course)  |
| Group 2:<br>Language Acquisition   | Languages Other Than English | Two credits in the same language<br>Two credits from Computer Science I, II, and III (other substitutions)                            | Four credits:<br>IB MYP Language Acquisition Y1 -Y2 (students beginning a language) or Y4<br>IB MYP Language Acquisition Y2-Y3 or Y5<br>IB DP Language Acquisition Y1<br>IB DP Language Acquisition Y2   |
| Group 3:<br>Individuals and Societies  | Social Studies               | Three credits<br>U.S. History<br>U.S. Government (one-half credit)<br>Economics (one-half credit)<br>World History or World Geography | Four credits<br>IB MYP Individuals and Societies (World History or World Geography concentration) Y4<br>IB MYP Individuals and Societies (US Government and US Economics) Y5<br>IB DP History (US History) Y1<br>IB DP History Y2  |
| Group 4:<br>Science  | Science                      | Three credits:<br>Biology<br>IPC or an advanced science course<br>An advanced science course  | Four credits:<br>IB MYP Science (Biology) Y4<br>IB MYP Science (Chemistry or Physics) Y5<br>IB DP Biology or Chemistry or Physics or Environmental Systems and Societies or Computer Science Y1<br>IB DP Biology or Chemistry or Physics or Environmental Systems and Societies or Computer Science Y2 |
| Group 5:<br>Mathematics  | Mathematics                  | Three credits:<br>Algebra I<br>Geometry   | Four credits (plus credits earned prior to high school):<br>IB MYP Mathematics (Algebra I or   |



TCIS ATTACHMENT 1: GRADUATION REQUIREMENTS

|   |                    |   |   |
|---|--------------------|---|---|
|   |                    | An advanced math course   | Geometry) Y4<br>IB MYP Mathematics (Geometry or Algebra II) Y5<br>IB DP Mathematics Analysis and Approaches (calculus concentration) or Mathematics Applications and Interpretations (statistics concentration) Y1<br>IB DP Mathematics Analysis and Approaches (calculus concentration) or Mathematics Applications and Interpretations (statistics concentration) Y2                              |
| Group 6: Fine Arts including DP electives | Fine Arts          | One credit  | Four credits with a minimum of 2 in Fine Arts<br>IB MYP Fine Arts (Dance, Music, Theater or Visual Arts) Y1, Y2, Y3, or Y4 (optional)<br>IB MYP Fine Arts (Dance, Music, Theater or Visual Arts) Y1, Y2, Y3, Y4, or Y5 (optional)<br>IB DP Visual Arts or Music or Film or additional Group 3 or Group 4 course Y1<br>IB DP Visual Arts or Music or Film or additional Group 3 or Group 4 course Y1 |
| Physical Education                        | Physical Education | One credit  | One credit minimum:<br>IB MYP Physical Education Y4 or TEA approved substitute<br>IB MYP Physical Education Y5 (optional) or TEA approve substitute<br>IB DP Creativity Activity Service (CAS) requirement (core requirements to meet learning outcomes does not receive course credit unless met through Physical Education class or TEA approved substitute)                                      |
| Design                                    | None               | None  | Elective credit(s):<br>IB MYP Design Y4<br>IB MYP Design Y5   |
| Speech                                    |                    | To receive a high school diploma, a student must demonstrate proficiency, as determined by the district in which the student is enrolled, in the following:<br>Delivering clear | Met by:<br>IB DP Literature or Language and Literature Internal Assessment (IA) oral requirements<br>IB DP Group 4 Project requirements<br>IB DP Theory of Knowledge (TOK) presentation   |

TCIS ATTACHMENT 1: GRADUATION REQUIREMENTS

|  |      |  |  |
|--|------|--|--|
|  |      | <p>verbal messages<br/>         Choosing effective nonverbal behaviors<br/>         Listening for desired results<br/>         Applying valid critical-thinking and problem-solving processes<br/>         Identifying, analyzing, developing, and evaluating communication skills needed for professional and social success in interpersonal situations, group interactions, and personal and professional presentations</p> |  |
| MYP Consolidation Activity   | None | None   | MYP Personal Project in Year 5 of the program  |
| DP Core  | None | None   | IB core requirements:<br>Extended Essay<br>Theory of Knowledge (1 credit)<br>Creativity Activity Service |
| <p>*IB Middle Years Programme is a five-year program beginning in 6<sup>th</sup> grade; therefore, high school courses are Year 4 and Year 5 in the sequence. For students entering the program at high school, the courses will be designated by the year appropriate to the content. For example, World History would be Y4, because it is appropriate to use MYP Year 4 criteria for the course. In contrast, MYP language acquisition would be designated Year ,1 because it would not be appropriate to use Year 4 criteria for students entering the first year for a course other than English.</p> |      |  |  |
| <p>#TEA endorsements would dependent on the individual student’s DP course selections; however, the full range of endorsements would be provided.</p>  |      |  |  |

## TCIS ATTACHMENT 1: GRADUATION REQUIREMENTS

In addition to the four-year IB pathway, TCIS will provide continued access to Advanced Placement (AP) courses and Dual Credit Courses currently available. TCIS will provide the enhanced educational opportunity of the IB Middle Years Programme for students in the 9<sup>th</sup> grade and 10<sup>th</sup> grade. Therefore, all students at Longview High School would have access to the IB. Currently, only students completing the IB Diploma Programme has access to an IB education.

| Texas Council for International Studies (TCIS) Graduation Standards<br>International Baccalaureate® (IB) Middle Years Programme (MYP)* and Advanced Placement (AP) and or Dual Credit Sample Pathway# |                              |  |   |
|---|------------------------------|--|---|
| IB Group  | TEA Discipline               | Foundational Program Required Credits  | Courses   |
| Group 1:<br>Language and Literature   | English Language Arts        | Four credits: <ul style="list-style-type: none"> <li>• English I</li> <li>• English II</li> <li>• English III</li> <li>• An advanced English course</li> </ul>   | Four credits: <ul style="list-style-type: none"> <li>• IB MYP Language and Literature Year (Y) 4 with oral presentations to meet TEA Speech requirements</li> <li>• IB MYP Language and Literature (Embedded AP Human Geography) Y5</li> <li>• English III or AP English Language and Composition</li> <li>• AP English Literature and Composition or Dual Credit English</li> </ul>  |
| Group 2:<br>Language Acquisition  | Languages Other Than English | Two credits in the same language<br>Two credits from Computer Science I, II, and III (other substitutions)   | Two credits: <ul style="list-style-type: none"> <li>• IB MYP Language Acquisition Y1 -Y2 (students beginning a language) or Y4</li> <li>• IB MYP Language Acquisition Y2-Y3 or Y5</li> </ul>  |
| Group 3:<br>Individuals and Societies   | Social Studies               | Three credits <ul style="list-style-type: none"> <li>• U.S. History</li> <li>• U.S. Government (one-half credit)</li> <li>• Economics (one-half credit)</li> <li>• World History or World Geography</li> </ul> | Four credits <ul style="list-style-type: none"> <li>• IB MYP Individuals and Societies (Embedded AP Human Geography) Y4</li> <li>• IB MYP Individuals and Societies (US Government and US Economics) Y5</li> <li>• AP US History Y1</li> <li>• AP elective choice from: <ul style="list-style-type: none"> <li>○ AP Microeconomic</li> <li>○ Ap Macroeconomics</li> <li>○ AP European History</li> <li>○ AP Psychology</li> <li>○ AP Comparative Government and Politics</li> </ul> </li> </ul> |
| Group 4:<br>Science   | Science                      | Three credits: <ul style="list-style-type: none"> <li>• Biology</li> <li>• IPC or an advanced science course</li> </ul>  | Four credits: <ul style="list-style-type: none"> <li>• IB MYP Science (Biology) Y4</li> <li>• IB MYP Science (Chemistry or Physics) Y5</li> </ul>   |

TCIS ATTACHMENT 1: GRADUATION REQUIREMENTS

|   |                    |  |  |
|---|--------------------|--|--|
|   |                    | <ul style="list-style-type: none"> <li>An advanced science course</li> </ul>   | <ul style="list-style-type: none"> <li>Select from                             <ul style="list-style-type: none"> <li>AP Biology</li> <li>AP Environmental Science</li> <li>AP Chemistry</li> <li>AP Physics</li> </ul> </li> </ul>  |
| Group 5: Mathematics                      | Mathematics        | Three credits: <ul style="list-style-type: none"> <li>Algebra I</li> <li>Geometry</li> <li>An advanced math course</li> </ul>  | Four credits (plus credits earned prior to high school): <ul style="list-style-type: none"> <li>IB MYP Mathematics (Algebra I or Geometry) Y4</li> <li>IB MYP Mathematics (Geometry or Algebra II) Y5</li> <li>Select from:                             <ul style="list-style-type: none"> <li>Algebra II or Dual Credit Mathematics 101</li> <li>Algebra II and Dual Credit Mathematics 102</li> <li>Precalculus and AP Calculus or AP Statistics or AP Computer Science</li> </ul> </li> </ul> |
| Group 6: Fine Arts including DP electives | Fine Arts          | One credit   | Four credits with a minimum of 2 in Fine Arts <ul style="list-style-type: none"> <li>IB MYP Fine Arts (Dance, Music, Theater or Visual Arts) Y1, Y2, Y3, or Y4 (optional)</li> <li>IB MYP Fine Arts (Dance, Music, Theater or Visual Arts) Y1, Y2, Y3, Y4, or Y5 (optional)</li> <li>AP Fine Arts electives</li> </ul>   |
| Physical Education                        | Physical Education | One credit   | One credit minimum: <ul style="list-style-type: none"> <li>IB MYP Physical Education Y4 or TEA approved substitute</li> <li>IB MYP Physical Education Y5 (optional) or TEA approve substitute</li> </ul>   |
| Design                                    | None               | None   | Elective credit(s): <ul style="list-style-type: none"> <li>IB MYP Design Y4</li> <li>IB MYP Design Y5</li> </ul>   |
| Speech                                    |                    | To receive a high school diploma, a student must demonstrate proficiency, as determined by the district in which the student is enrolled, in the following: <ul style="list-style-type: none"> <li>Delivering clear verbal messages</li> <li>Choosing effective</li> </ul> | Met through oral presentations during IB MYP Language and Literature Year 4 (grade 9) meeting criteria A (Analyzing), B (Organizing) and D (Using Language).   |

TCIS ATTACHMENT 1: GRADUATION REQUIREMENTS

|  |      |   |   |
|--|------|---|---|
|  |      | <p>nonverbal behaviors</p> <ul style="list-style-type: none"> <li>• Listening for desired results</li> <li>• Applying valid critical-thinking and problem-solving processes</li> <li>• Identifying, analyzing, developing, and evaluating communication skills needed for professional and social success in interpersonal situations, group interactions, and personal and professional presentations</li> </ul> |   |
| MYP Consolidation Activity   | None | None  | MYP Personal Project in Year 5 of the program |
| <p>*IB Middle Years Programme is a five-year program beginning in 6<sup>th</sup> grade; therefore, high school courses are Year 4 and Year 5 in the sequence. For students entering the program at high school, the courses will be designated by the year appropriate to the content. For example, World History would be Y4, because it is appropriate to use MYP Year 4 criteria for the course. In contrast, MYP language acquisition would be designated Year ,1 because it would not be appropriate to use Year 4 criteria for students entering the first year for a course other than English.</p> |      |   |   |
| <p>#TEA endorsements would dependent on the individual student’s course selections; however, the full range of endorsements would be provided.</p>   |      |   |   |

## TCIS ATTACHMENT 2: ENROLLMENT POLICY

### **Attachment 2: Enrollment Policy**

TCIS chooses to follow published LISD Board policies for admission as outlined below and shown on the LISD website <http://w3.lisd.org/>

### **LISD Admission Policies and Processes**

#### **Admission Information**

The District requires completion of a registration form containing information on the student seeking admission. Students must reside within the attendance zone of the school for which they seek admission. Residency must be established by the school through a recent utility bill showing the address. Otherwise, parents/guardians must complete a Statement of Dual Residence Form (See Enrollment Forms).

#### **Eligibility Age/Residence**

A student is eligible to enter the District if he/she meets the following age and residence requirements.

##### **Age**

- Prior to age 5 as determined by eligibility requirements for specific programs. (Students younger than age 5 who do not qualify for special education services must be toilet trained.)
- Five (5) years of age on or before September 1 - Kindergarten
- Six (6) years of age on or before the first day of the school year - First Grade
- If a student moves into the District from a public school in another state and has been enrolled in the first grade in that state or has completed public kindergarten, he/she is eligible to be enrolled in the first grade and carried as an eligible first grade student for the full school term. The term "enrolled" means actually receiving instruction by attendance in a public school rather than enrolled prior to receiving instruction.
- Six (6) years of age on or before September 1 - Special Education - (at birth if visually or auditorily impaired) Preschool Program for Children with Disabilities.
- Twenty-one (21) years of age on or before September 1.

##### **Residence**

- The child and either parent reside in the District or the school attendance zone for which he/she seeks admission.
- The child and his guardian or other person having lawful control under an order of a court reside in the District.
- The child has established a separate residence in the District apart from his parent, guardian, or other person having lawful control under an order of a court and has demonstrated to the Board's satisfaction that his presence in the District is not for the primary purpose of participation in extracurricular activities.
- The child is homeless, as defined by federal law, regardless of the residence of the child, either parent, or the child's guardian or other person having lawful control.
- The child is a foreign exchange student placed, by a nationally recognized foreign exchange program, with a host family that resides in the District. Note: The District is not authorized to accept students on an I-20 form.
- The child is in foster care by an agency of the state or a political subdivision, and whose foster parents reside in the District.
- The child is enrolled in high school in grade 9, 10, 11, or 12, and who is placed in temporary foster care by the Department of Human Services at a residence outside the District, is entitled to complete high school at the school in which the student was enrolled at the time of placement without payment of tuition.

##### **Designation of Person Standing in Parental Relation**

The District will request that a Power of Attorney be provided for any student not currently

## TCIS ATTACHMENT 2: ENROLLMENT POLICY

residing with a parent or guardian. [See Exhibits C and D] The District will establish a timeline for the completion and return of the Power of Attorney and a procedure for waiving this request when the Superintendent determines that a student's circumstances preclude compliance.

### **Children Under 11 Years of Age**

When a child under the age of 11 years old is enrolled for the first time, the District will request previous school records (or verification of previous school records if records are provided by the person enrolling the child). If the person enrolling the child does not provide the valid prior school information and a certified copy of the child's birth certificate or other reliable proof of the child's identity, the principal or designee will notify the appropriate local law enforcement agency.

### **Flagging Records of Missing Children**

School records of all children reported to the District as missing by law enforcement authorities will be flagged so that law enforcement can be notified if there is a subsequent request for those records. If a request for a flagged record is made in person, the school will require the person to fill out a form stating the person's name, address, telephone number, the relationship to the child, and the name, address, and birth date of the child, copy the person's driver's license, and immediately notify law enforcement. When a missing child under 11 is returned and law enforcement notifies the school, the flag will be removed.

### **Verification**

- At the beginning of each school year each campus will verify enrollment data by following these procedures:
- Obtain Enrollment Verification forms from the Computing Services Department and a copy of the parent cover letter.
- Determine the method your campus will use to have the forms completed.  
Recommended: High school students - complete; middle school - mail out (Computer Services Department will provide labels) or send with students; to be completed by parents; elementary school - send with students to be completed by parents.
- Follow up on any forms not returned within a reasonable time (5 to 10 days).

### **Verification by Mail**

- During the school year, each campus will verify student residence by following these procedures.
- Approximately two weeks before the end of the first reporting period, each campus will mail home a letter to the parents providing a list of campus activities, a calendar of events or other information that is useful.
- The labels for the addresses will be furnished to each school by the Computing Services Department.
- Those envelopes that are returned will then require the building principal to check the residence of the students.
- Students who are not in the appropriate attendance zone or do not reside in the district shall be referred to the Assistant Superintendent for Pupil Services.

## **LISD Transfer Policies and Processes**

### **In-District Transfers**

Beginning with the 2019-2020 school year, the Longview Independent School District will accept transfer requests to and from any school with comparable grade levels within the LISD attendance zones.

The following rules apply to In-District Transfers

- The application must be made annually.
- Transfer applications must be completed on-line.
- Completing the application does not guarantee that the transfer will be approved.
- Parents must provide transportation to and from the transfer school.

## TCIS ATTACHMENT 2: ENROLLMENT POLICY

- The school principal must agree to accept the student at the transfer school.
- Space must be available at the requested school and if appropriate, the program requested.
- Principals may return the student to the attendance zone school for excessive tardiness, poor attendance, and/or discipline problems prior to the last Friday in October.

Making application for an in-district transfer.

- Parents wanting more information regarding the programs offered at each school should visit [ChooseLISD.org](http://ChooseLISD.org).
- Parents wanting to continue the process of making an application for an in-district transfer must complete the information on the next page.
- Parents wanting additional information regarding individual school policies and procedures should contact the school office.
- Parents wanting to ask questions about the transfer application or process should call Administrative and Pupil Services at 903-381-2242 or 903-381-2321.
- Once the application is submitted, then parents should contact the requested school for information regarding the approval or denial of the application.

### **LISD Out-of-District Transfers**

- Parents must acknowledge and agree to the terms of the transfer policy in order to complete the application.
- State law requires parents to apply for a transfer each school year.
- Students considered for transfer, if previously enrolled in school, must have exhibited good behavior, high attendance, and demonstrated the ability to be at school and in class on time.
- Services and programs needed must be currently available at the requested school with available space for the transfer student.
- It is the parent's responsibility to ensure that the student arrives at school and is picked up on time each day.
- District policy prohibits bus transportation for out-of-district transfers. However, an exception is made for parents with small children that go directly from the school to daycare in the afternoon. If a bus is routed to the child's daycare and space is available, then the child will be permitted to ride the bus to the daycare.
- Future transfers can be denied if the student has poor attendance, discipline referrals, or is tardy excessively while attending the Longview Independent School District.

### **Hudson PEP Elementary School Admission Policies and Processes**

#### **General Information**

All students in grades K-7 will be screened using the **Iowa Assessment** yearly. This is an achievement test that is intended to assess a child's understanding of what he/she has learned. Students who receive bilingual services will be given the **Logramos** test.

#### **Purpose of the Iowa Assessment**

The Iowa Assessment will serve three purposes: a yearly diagnostic tool, admission to Hudson PEP, and the first phase in the gifted/talented (G/T) identification process. When test results are received from the publishing company, the district committee will meet to review the data and identify students who meet the specific requirements for admission to Hudson PEP.



## TCIS ATTACHMENT 3: DISCIPLINE POLICY

### **Attachment 3: Discipline Policy**

TCIS elects to follow LISD Code of Conduct and Discipline Policies as adopted by the LISD Board of Trustees and shown on the website <http://w3.lisd.org/admin-and-pupil-services/discipline-information/>

For Longview High School, TCIS elects to follow both the LISD Code of Conduct and Discipline Policies and the Longview Independent School District High School Lobo Discipline Plan as shown on the website <http://w3.lisd.org/Assets/lisd/pdfs/%E2%80%94High%20Discipline%20Plan.pdf>

For Foster Middle School and Judson STEAM Academy, TCIS elects to follow both the LISD Code of Conduct and Discipline Policies and the Longview Independent School District Middle School Lobo Discipline Plan as shown on the website <http://w3.lisd.org/Assets/lisd/pdfs/%E2%80%94Middle%20Discipline%20Plan.pdf>

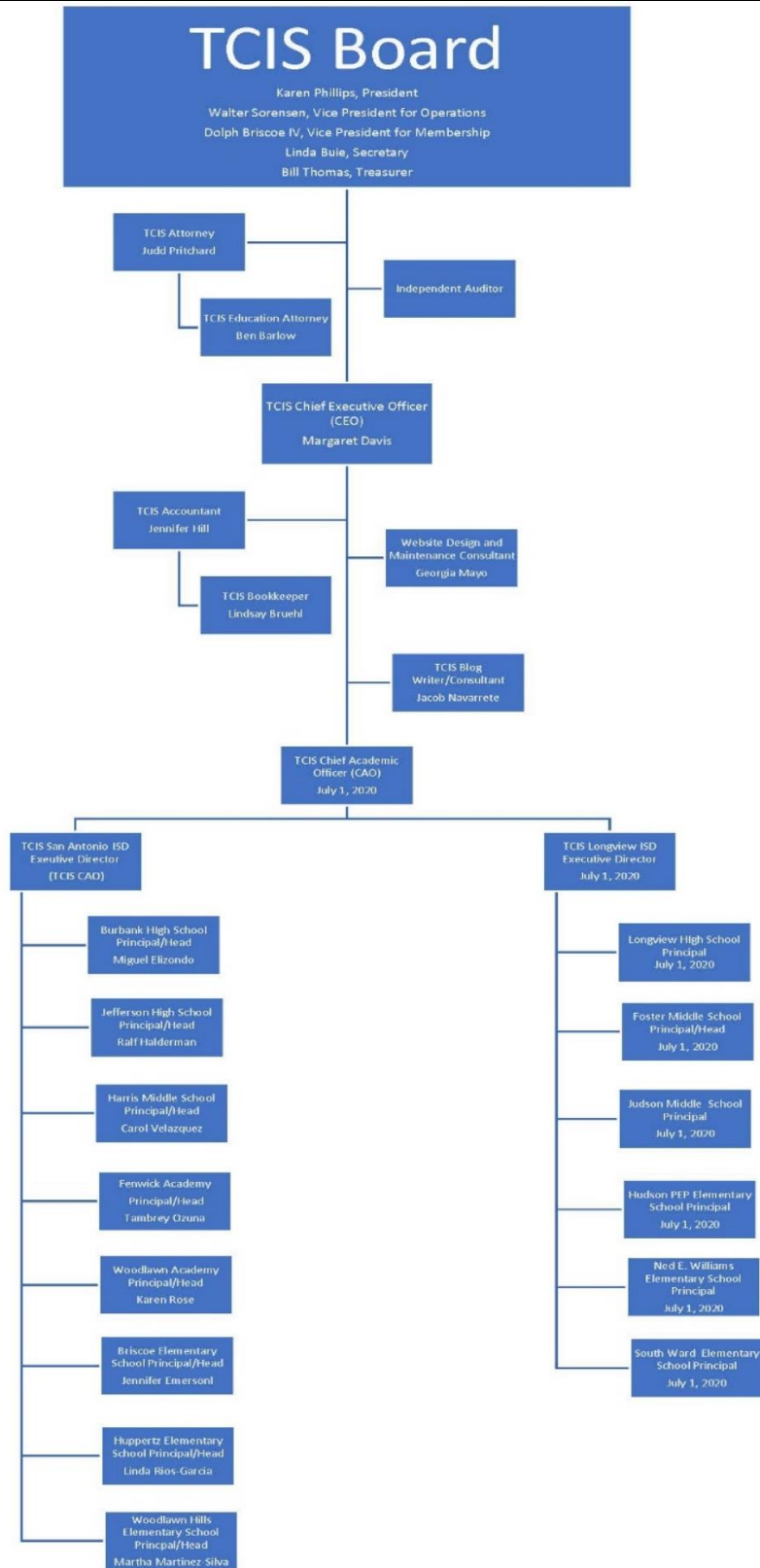
For Hudson PEP Elementary School, Ned E. Williams Elementary School and South Ward Elementary School, TCIS elects to follow both the LISD Code of Conduct and Discipline Policies and the Longview Independent School District Elementary School Lobo Discipline Plan as shown on the website <http://w3.lisd.org/Assets/lisd/pdfs/%E2%80%94Elementary%20Discipline%20Plan.pdf>

TCIS ATTACHMENT 4: TCIS ORGANIZATIONAL CHART

Attachment 4: TCIS Organizational Chart



**Texas Council for International Studies**  
 6144 Churchill Way · Suite A · Dallas, Texas 75230  
 972.239.1745



TCIS ATTACHMENT 5: BOARD DOCUMENTS

**Attachment 5: Board Documents**

**BYLAWS  
OF  
TEXAS COUNCIL FOR INTERNATIONAL STUDIES, INC.**

**Article I. Name**

- 1.01 The name of the corporation shall be TEXAS COUNCIL FOR INTERNATIONAL STUDIES, INC. (the “*Corporation*”).

**Article II. Principal Office, Registered Office and Registered Agent**

- 2.01 The Corporation’s principal office will be at such location as the Corporation’s Board of Directors (the “*Board*”) may determine from time to time. The Corporation may have such other offices as the Board may determine, and the Board may change the location of any office of the Corporation. Initially, the Corporation’s principal office shall be located at 4145 Belt Line Rd, Suite 212-249 Addison, Texas 75001.
- 2.02 The Corporation will maintain a registered office and registered agent in Texas. The registered office may, but need not, be identical with the Corporation’s principal office in Texas. The Board may change the registered office and the registered agent as permitted in the Texas Nonprofit Corporation Law (the “*TNCL*”), as that term is defined in Section 1.008(d) of the Texas Business Organizations Code (the “*TBOC*”). Initially, the Corporation maintains a registered agent of W. Judd Pritchard located at 920 Foch Street, Fort Worth, Texas 76107.

**Article III. Purpose**

- 3.01 The purposes for which the Corporation is organized are:
- A. Subject to the provisions of Paragraph B of this Article III, the purposes for which the Corporation is formed are as follows:
- (1) To develop, create, support and foster programs that implement the International Baccalaureate®;
  - (2) To educate various communities across Texas to the value of the activities referred to in (1) above; or to educate communities in Texas to the value of the activities referred to in (1) above;
  - (3) Subject to the provisions of the TNCL, to accept, purchase, lease or otherwise acquire, hold, promote, improve, preserve, develop, restore, exhibit and/or operate sites and structures in furtherance of the purposes referred to in (1) and (2) above;

- (4) To solicit and receive funds from private individuals, public and private institutions, organizations and other entities, and from governmental agencies and subdivisions of the United States, the State of Texas and municipalities therein, and to accumulate and disburse said funds, all for use in performing any of the activities hereinabove mentioned;
  - (5) To do and engage in, alone or in conjunction or cooperation with, or through one or more other persons, public or private entities, governmental agencies or subdivisions, all lawful activities that are in furtherance of one or more of the purposes hereinabove set out.
- B. The purposes and activities of the Corporation specified in Paragraph A of this Article III are subject to the following limitations and prohibitions:
- (1) No substantial part of the activities of the Corporation shall be carrying on of propaganda, or otherwise attempting to influence legislation and the Corporation shall not participate in or intervene in (including publishing or distributing statements) any political campaign on behalf of any candidate for public office.
  - (2) Upon dissolution of the Corporation, the Board shall, after paying or making provision for the payment of all of the liabilities of the Corporation, dispose of all of the assets of the Corporation exclusively for the purposes of the Corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any later federal tax law (hereinafter referred to as the “*Code*”).
  - (3) The Corporation shall not engage in any of the prohibited transactions described in Section 503(b) of the Code.
  - (4) The Corporation shall not unreasonably accumulative income or corpus of its funds but shall distribute same so as to carry out its purposes and to comply with all rules, regulations and directions of the Code pertaining to distribution of funds in order to retain its status as an organization exempt from federal income tax.
  - (5) The Corporation shall not be operated for the principal purpose of carrying on an unrelated trade or business as defined in Section 513 of the Code, as now in force or afterwards amended.
  - (6) No part of the net earnings of the Corporation shall inure to the benefit of any member of the Board (each being referred to herein as a “*Director*”),

officer, member, contributor or individual within the meaning of Section 501(c)(3) of the Code, as now in force or afterwards amended.

- (7) No compensation shall be paid to any member, officer, director, creator or organizer of the Corporation or substantial contributor to it except as a reasonable allowance for services actually rendered to or for the Corporation.
- (8) The Corporation is organized to serve public interests. Accordingly, it shall not be operated for the benefit of private interests, such as contributors to or members of the Corporation, or persons controlled directly or indirectly by such private interests.

### **3.02 Powers.**

The Corporation is a non-profit corporation incorporated under the laws of the State of Texas and shall, subject to Section 3.01 above, have all of the powers, duties, authorizations and responsibilities as provided in the TNCL; provided, however, the Corporation shall neither have nor exercise any power, nor shall it engage directly or indirectly in any activity that would invalidate its status as a corporation that is exempt from federal income taxation as an organization described in Section 501(c)(3) of the Code, or as a corporation contributions to which are deductible under Section 170(a)(1) of the Code, by virtue of being charitable contributions as defined in Section 170(c)(2) of the Code.

### **3.03 Conduct of Corporate Affairs.**

- (a) The affairs of the Corporation shall at all times be conducted in a manner consistent with the requirements of the Code, as such requirements affect tax-exempt organizations.
- (b) The Corporation shall not carry on, other than as an insubstantial part of its activities, activities that are not in furtherance of its purposes.

## **Article IV. Board of Directors**

### **4.01 Management of the Corporation.**

The affairs of the Corporation shall be managed by its Board. The Board may exercise all powers granted to the Corporation and do all lawful acts required by the affairs of the Corporation, so long as the exercise of such powers and the doing of such acts are consistent with the Corporation's purposes. The powers of the Board shall include, but are not limited to, (i) hiring and paying professionals, including, without limitation, staff members, attorneys and accountants, and (ii) purchasing, leasing, exchanging, and mortgaging real estate.

#### 4.02 **Number, Tenure and Qualifications.**

- (a) Number. The number of Directors shall be determined from time to time by the Board, but in no event shall there be fewer than three (3) Directors. Initially, the Board shall be composed of five (5) Directors: Karen Phillips, Walter Sorensen, Dolph Briscoe IV, Linda Buie and Bill Thomas.
- (b) Terms. Each Director shall serve for two (2) years or until such earlier time as such Director resigns, is removed, becomes disqualified, or dies. However, the Board may specify a shorter term for any specific Director at the time such Director is elected by the Board. There is no limit on the number of terms, whether consecutive or not consecutive, that a Director can serve as a Board member.
- (c) Election. At any meeting at which the election of a Director is held, a Director may nominate any person to serve as a Director, including himself or herself. Directors will be elected by a majority vote of the Board. Each Director will hold office until a successor is elected and qualified. A Director may be elected to succeed himself or herself as Director.
- (d) Ex Officio. The Board may approve ex officio Board members, who may, but are not required to be, staff members of the Corporation. Ex officio Board members shall be permitted to attend any and all Board meetings but shall not be entitled to vote on any matter.
- (e) Permanent. The Executive Director of Texas IB Schools (TIBS) shall serve as a permanent, voting member of the Board.

#### 4.03 **Removing Directors.**

A Director may be removed at any time without cause by the unanimous vote of all Directors other than the Director possibly being removed. A meeting to consider removing a Director may be called and noticed following the procedures provided in these Bylaws for a special meeting of the Board. The notice of the meeting will state that the issue of possibly removing the Director will be on the agenda.

At the meeting, the Director may present evidence of why he should not be removed. Also, at the meeting, the Corporation will consider possible arrangements for resolving the problems that are in the mutual interest of the Corporation and the Director.

If a Director is removed by written consent in lieu of a meeting of the Board, such consent must be signed by all Directors other than the Director being removed.

#### 4.04 **Vacancies.**

Any vacancies occurring on the Board due to any reason, including death, disqualification, removal, and resignation, and any directorship to be filled by reason of an increase in the number of Directors shall be filled by a person elected by the Board. If at any time there remains fewer Directors than necessary to have a quorum, then vacancies on the Board shall be filled by a majority of the remaining Directors.

#### 4.05 **No Compensation.**

Directors shall not receive any stated salaries or other compensation for their service as Directors.

#### 4.06 **Loans to Directors Prohibited.**

The Corporation shall not make any loan to any Director.

#### 4.07 **Location and Rules for Meetings.**

A meeting of the Board, whether annual, regular, or special, may be held outside of Dallas County, Texas, provided that the location of a meeting is first approved by a majority vote of the Board at least twenty (20) days prior to the holding of such meeting. Robert's Rules of Order shall govern all proceedings at all meetings of the Board, unless in conflict with the laws of the State of Texas or these Bylaws. A Director may attend any such meeting of the Board electronically or telephonically, if such Director is otherwise unable to attend in person.

#### 4.08 **Annual Meetings.**

Notice of an annual Board meeting shall be given to each Director not less than three (3) days before the date of such meeting and shall state the place, day, and time of the meeting.

#### 4.09 **Regular Meetings.**

Written notice of a regular Board meeting shall be given to each Director not less than three (3) days before the date of such meeting and shall state the place, day, and time of the meeting.

#### 4.10 **Special Meetings.**

Special meetings of the Board may be called by or at the request of the President or any three (3) Directors and shall be held at such time and place as such Directors may determine. Notice of a special Board meeting shall be given to each Director not less than three (3) days before the date of such meeting and shall state the place, day, and time of the meeting, and the purpose or purposes for which it is called.



#### 4.11 **Notices.**

See Article XII below for additional notice provisions.

#### 4.12 **Quorum.**

Three (3) Directors constitutes a quorum for the transaction of business. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board unless the act of a greater number of Directors is required by law or by these Bylaws. The Directors present at a duly called or held meeting at which a quorum is present may continue to transact business even if enough Directors leave the meeting so that less than a quorum remains. However, no action may be approved without the vote of at least a majority of the number of Directors required for a quorum. If a quorum is never present at any time during a meeting, a majority of the Directors present may adjourn and reconvene the meeting once without further notice. A Director present by proxy at a meeting shall not be counted toward a quorum. Persons who may attend Board meetings but who are not Directors (for example, ex officio members and Advisory Board members) shall not be counted toward a quorum. Any Director attending any meeting electronically or telephonically pursuant to these Bylaws shall be counted toward the required quorum.

#### 4.13 **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 Corporation's best interest. In this context, the term "ordinary care" means the care that ordinary 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 Corporation or another person that has been prepared or presented by a variety of persons, including officers and employees of the Corporation, legal counsel, certified public accountants, investment bankers, persons the Director reasonably believes possess professional expertise in the matter, or committees of which the Director is not a member. A Director is not relying in good faith if he 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 Corporation or with respect to any property held or administered by the Corporation, including property that may be subject to restrictions imposed by the donor or transferor of the property.

#### 4.14 **Duty to Avoid Improper Distributions.**

Directors who vote for or assent to improper distributions of assets are jointly and severally liable to the Corporation for the value of improperly distributed assets, to the

extent that, as a result of the improper distribution or distributions, the Corporation lacks sufficient assets to pay its debts, obligations and liabilities. Any distribution made when the Corporation is insolvent, other than in payment of corporate debts, or any distribution that would render the Corporation insolvent, is an improper distribution. A distribution made during liquidation without payment and discharge of or provision for payment and discharge of all known debts, obligations and liabilities is also improper. Directors present at a Board meeting at which the improper action is taken are presumed to have assented, unless their dissent has been entered in the Minutes of the meeting or they dissent in writing. The written dissent must be filed with the secretary of the Corporation before adjournment of the meeting in question or mailed to the secretary by registered mail immediately after adjournment.

A Director is not liable if, in voting for or assenting to a distribution, the Director:

- (a) relied in good faith and with ordinary care on information, opinions, reports, or statements, including financial statements and other financial data, prepared or presented by one or more officers or employees of the Corporation; legal counsel, certified public accountants, investment bankers, persons the Director reasonably believes possess professional expertise in the matter, or a committee of the Board of which the Director is not a member;
- (b) while acting in good faith and with ordinary care, considers the Corporation's assets to be at least equal to their book value; or
- (c) in determining whether the Corporation made adequate provision for paying, satisfying or discharging all of its liabilities and obligations, relied in good faith and with ordinary care on financial statements or other information concerning a person who was or became contractually obligated to satisfy or discharge some or all of these liabilities or obligations.

Furthermore, Directors are protected from liability if, in exercising ordinary care, they acted in good faith and in reliance on the written opinion of an attorney for the Corporation.

Directors held liable for an improper distribution are entitled to contribution from persons who accepted or received the improper distributions knowing they were improper. Contribution is in proportion to the amount received by each such person.

#### **4.15 Delegating Duties.**

The Board may select advisors who are investment counsel or trust companies, banks, investment advisors, or investment managers and delegate to them duties and responsibilities regarding the Corporation's investments, including, without limitation, full power to buy or otherwise acquire stocks, bonds, securities or other investments on the Corporation's behalf and to sell, transfer or otherwise dispose of the Corporation's assets and properties at a time and for a consideration that the advisor considers

appropriate. The Directors have no liability for actions taken or omitted by any such advisor if the Board acts in good faith and with ordinary care in selecting such advisor. The Board may remove or replace any advisor at any time and without any cause whatsoever.

#### **4.16 Interested Directors.**

Any otherwise valid contract or other transaction between the Corporation and any of its Directors (or any entity or other organization in which any Director is a managerial official, is a member, or has a financial interest) will be valid for all purposes notwithstanding the presence or participation of that Director at the meeting during which the contract or transaction was authorized. However, the foregoing applies only if one of the following criteria is satisfied: (1) the material facts as to the Director's relationship or interest, and as to the contract or transaction, are disclosed to or are known by the Board, and the Board in good faith authorizes the contract or transaction by the affirmative vote of a majority of all the disinterested Directors, even if the disinterested Directors are less than a quorum; or (2) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved, or ratified by the Board. An interested Director is to be counted in determining whether a quorum is present at a Board meeting authorizing the contract or transaction, but not in calculating the majority necessary to carry a vote of the Directors.

#### **4.17 Actions of Board of Directors.**

The Board will try to act by consensus. However, if a consensus is not available, the vote of a majority of Directors present at a meeting at which a quorum is present is enough to constitute the act of the Board, unless the act of a greater number is required by law or by some other provision of these Bylaws.

#### **4.18 Proxies.**

A Director may vote in person or by proxy. All proxies must be in writing, must bear the signature of the Director giving the proxy, and must bear the date on which the proxy was executed by the Director. No proxy is valid after three (3) months from the date of its execution. Section 11.03 of these Bylaws contains additional terms regarding proxies. Any Director that attends a meeting electronically or telephonically pursuant to these Bylaws may vote electronically or telephonically as if attending such meeting in person.

#### **4.19 Liability.**

To the maximum extent permitted by Texas law, no Director is liable to the Corporation or its officers, Directors, Members, employees, successors or assigns for any act or omission in the Director's capacity as a Director. The preceding sentence is in addition to and does not in any way limit the indemnification provided in Article IX of these Bylaws.

## **Article V. Advisory Board**

### **5.01 Purpose.**

The Corporation may have an Advisory Board from time to time as approved by the Board. The purpose of the Advisory Board of the Corporation, if any, shall be to advise the Board, from time to time, on matters of importance to the Corporation. Upon election, members of the Advisory Board shall not become members of the Board nor have any of the rights, duties, powers or obligations of Directors, officers, or employees of the Corporation. Members of the Advisory Board are invited to attend any and all meetings of the Board and shall be entitled to voice opinions on all matters that may come before the Board at such meetings but shall not be entitled to vote on any matters at any such meetings. The Board may adopt and amend, from time to time, criteria, qualifications, rights, duties, and other procedures, responsibilities or requirements with respect to the Advisory Board and its members.

### **5.02 Appointment.**

Membership on the Advisory Board shall be by majority appointment of the Board.

### **5.03 Term.**

After being appointed pursuant to Section 5.02 above, each member of the Advisory Board shall serve as such until the earliest to occur of the following events: (a) he dies, (b) he resigns, or (c) he is removed by vote of a majority vote of the Board.

### **5.04 Chairman.**

The President shall appoint a chairman of the Advisory Board who shall organize the Advisory Board in a manner deemed most appropriate to serve the needs of the Board and the Corporation.

## **Article VI. Committees**

### **6.01 Establishing Committees.**

The President with the approval of the Board may create committees, delegate duties and authority to committees, and appoint members to committees. Notwithstanding the forgoing, if a committee is to have and exercise the authority of the Board in the management of the Corporation, such authority must be approved by a majority vote of the Board and the majority of the persons on such committee must be Directors.

Establishing a committee or delegating authority to it will not relieve the Board, or any individual Director, of any responsibility imposed by these Bylaws or otherwise imposed by law. No committee has the authority of the Board to:

- (a) Amend the Certificate of Formation (which is defined in Section 15.08 below);
- (b) Adopt a plan of merger or of consolidation with another corporation;
- (c) Authorize the sale, lease, exchange, or mortgage of all or substantially all of the Corporation's property and assets;
- (d) Authorize voluntary dissolution of the Corporation;
- (e) Revoke proceedings for voluntary dissolution of the Corporation;
- (f) Adopt a plan for distributing the Corporation's assets;
- (g) Amend, alter, or repeal these Bylaws;
- (h) Elect, appoint, or remove a member of a committee or a Director or officer of the Corporation; or
- (i) Take any action outside the scope of authority delegated to it by the Board.

**6.02 Term of Office.**

Each committee member will serve on the committee until the next annual Board meeting and until a successor is appointed. However, a committee member's term may terminate earlier if the committee is terminated, or if the member dies, ceases to qualify, resigns, or is removed as a member by the President. A vacancy on a committee may be filled by an appointment made in the same manner as an original appointment. A person appointed to fill a vacancy on a committee will serve for the unexpired portion of the terminated committee member's term.

**6.03 Chair.**

One member of each committee will be designated as the committee chair. The chair will be appointed by the President of the Corporation. The chair will call and preside at all meetings of the committee.

**6.04 Notice of Meetings.**

Notice of a committee meeting shall be delivered to each member of such committee not less than three (3) days before the date of the meeting and shall state the place, day, and time of the meeting.

**6.05 Quorum.**

A quorum for a committee meeting shall consist of at least a majority of the committee's members. The committee members present at a duly called or held meeting at which a

quorum is present may continue to transact business even if enough committee members leave the meeting so that less than a quorum remains. However, no action may be approved without the vote of at least a majority of the number of committee members required for a quorum. If a quorum is never present at any time during a meeting, the chair may adjourn and reconvene the meeting once without further notice.

#### **6.06 Actions of Committees.**

Committees will try to take action by consensus. However, if a consensus is not available, the vote of a majority of committee members present at a meeting at which a quorum is present is enough to constitute the act of the committee unless the act of a greater number is required by statute or by these Bylaws.

#### **6.07 Proxies.**

A committee member may vote by proxy. All proxies must be in writing, must bear the signature of the committee member giving the proxy, and must bear the date on which the proxy was executed by the committee member. No proxy is valid after three (3) months from the date of its execution. Section 11.03 of these Bylaws contains additional terms regarding proxies.

#### **6.08 Compensation.**

Committee members shall not receive salaries or other compensation for their services as committee members.

#### **6.09 Rules.**

Each committee may adopt its own rules, consistent with these Bylaws or with other rules that may be adopted by the Board.

### **Article VII. Officers**

#### **7.01 Officers.**

The officers of the Corporation shall be a president, a secretary, and such other officers as the Board may determine from time to time to be necessary or appropriate, which may include, but are not necessarily limited to, a treasurer and one or more vice presidents. The same person may hold any two (2) or more officerial positions except no one person can be both the president and the secretary.

##### **A. President**

The President is the Corporation's chief executive officer. He will supervise and control all of the Corporation's business and affairs and will preside at all meetings of the Board. The President may execute any deeds, mortgages, bonds,

contracts or other instruments that the Board authorizes to be executed. However, the President may not execute instruments on the Corporation's behalf if this power is expressly delegated to another officer or agent of the Corporation by the Board, these Bylaws or statute. The President with the approval of the Board may on behalf of the Corporation hire and pay professionals, including, without limitation, staff members, attorneys and accountants.

The President will perform other duties prescribed by the Board and all duties incident to the office of President. If at any time the Corporation has no treasurer, the President will perform the duties of the treasurer.

The initial President shall be Karen Phillips.

B. Vice President of Operations

The Vice President of Operations shall act to supervise and control the day-to-day operations of the Business of the Corporation. When the President is absent, is unable to act, or refuses to act, the Vice President of Operations will perform the duties of the President. When the Vice President of Operations acts in place of the President, the Vice President of Operations shall have all the powers of and be subject to all the restrictions upon the President. The Vice President of Operations shall perform other duties as assigned by the President or the Board.

The initial Vice President of Operations shall be Walter Sorenson.

C. Vice President of Membership

The Vice President of Membership will chair the Membership Committee comprised of the President, Vice President for Membership and CEO. The Vice President of Membership will recommend new board members for approval by the full board. The Vice President of Membership shall perform other duties as assigned by the President of the Board.

The initial Vice President of Membership shall be Dolph Briscoe IV.

D. Treasurer

The treasurer, if any, shall:

- (a) have charge and custody of, and be responsible for, all the Corporation's funds and securities;
- (b) receive and give receipts for moneys due and payable to the Corporation from any source;

- (c) deposit all moneys in the Corporation's name in banks, trust companies, or other depositories as these Bylaws provide or as the Board or President directs;
- (d) write checks and disburse funds to discharge the Corporation's obligations; checks signed by the treasurer shall require a second authorized signature, unless determined otherwise by the Board;
- (e) maintain the Corporation's financial books and records;
- (f) prepare financial reports at least annually;
- (g) perform other duties as assigned by the President or the Board;
- (h) if the Board requires, give a bond for faithfully discharging his duties in a sum and with a surety as determined by the Board; and
- (i) perform all of the duties incident to the office of treasurer.

The initial Treasurer shall be Bill Thomas.

E. Secretary

The secretary shall:

- (a) give all notices as provided in the Bylaws or as required by law;
- (b) take minutes of the meetings of the Board and keep the minutes as part of the corporate records;
- (c) maintain custody of the corporate records and seal;
- (d) affix the corporate seal to all documents as authorized;
- (e) keep a register of the mailing address of each Director, officer and employee of the Corporation;
- (f) perform duties as assigned by the President or the Board; and
- (g) perform all duties incident to the office of secretary.

The initial Secretary shall be Linda Buie.



**7.02 Election and Terms of Office.**

The Board shall elect the initial officers of the Corporation at the first meeting of the Board by a majority of the Board present. New offices may be created and filled at any meeting of the Board. Each officer shall serve for two (2) years or until such earlier time as such officer resigns, is removed, or dies. However, the Board may specify a shorter term for any specific officer at the time such officer is elected by the Board. There is no limit on the number of terms, whether consecutive or not consecutive, that a person can serve as an officer.

**7.03 Removal.**

The Board by a majority vote of the Directors present at a meeting at which a quorum is present may remove any officer at any time without cause.

**7.04 Vacancies.**

A vacancy in any office due to any reason, including death, resignation, removal or disqualification of an officer, may be filled by the Board for the remaining portion of the term.

**7.05 No Compensation.**

Officers shall not receive any salaries or other compensation for their service as officers.

**Article VIII. Books and Records; and Fiscal Year**

**8.01 Required Books and Records.**

The Corporation will keep correct and complete books and records of account. The books and records include:

- (a) a file-endorsed copy of all documents filed with the Texas Secretary of State relating to the Corporation, including, but not limited to, the Certificate of Formation, and any certificate of amendment, restated certificate of formation, certificate of merger, certificate of consolidation, and statement of change of registered office or registered agent;
- (b) a copy of all bylaws, including these Bylaws, and any amended versions or amendments to them;
- (c) minutes of the proceedings of the Board and committees having any of the authority of the Board;
- (d) a list of the names and addresses of the Directors, officers, and any committee members of the Corporation;

- (e) a financial statement showing the Corporation's assets, liabilities, and net worth at the end of the three most recent fiscal years;
- (f) a financial statement showing the Corporation's income and expenses for the three most recent fiscal years;
- (g) all rulings, letters, and other documents relating to the Corporation's federal, state, and local tax status; and
- (h) the Corporation's federal, state and local tax information or income tax returns for each of the Corporation's three most recent tax years.

#### **8.02 Inspection and Copying.**

Any Director, officer, or committee member of the Corporation may inspect and receive copies of all the corporate books and records required to be kept under these Bylaws. Such a person may, by written request, inspect or receive copies if he has a proper purpose related to his interest in the Corporation. He may do so through his attorney or other duly authorized representative. The inspection may take place at a reasonable time, no later than forty-five (45) working days after the Corporation receives a proper written request. The Board may establish reasonable copying fees, which may cover the cost of materials and labor. The Corporation will provide requested copies of books or records no later than thirty (30) working days after receiving a proper written request.

#### **8.03 Fiscal Year.**

The fiscal year of the Corporation will begin on the first day of January and end on the last day of December in each year.

### **Article IX. Indemnification**

#### **9.01 When Indemnification is Required, Permitted, and Prohibited.**

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

not indemnify a person who is found liable to the Corporation or is found liable to another on the basis of improperly receiving a personal benefit from the Corporation. A person is conclusively considered to have been found liable in relation to any claim, issue, or matter if the person has been adjudged by a court of competent jurisdiction and all appeals have been exhausted. Except as provided otherwise herein, 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 Corporation.

- (c) The Corporation will pay or reimburse expenses incurred by a Director, officer, committee member, employee, or agent of the Corporation in connection with the person's appearance as a witness or other participation in a proceeding involving or affecting the Corporation when the person is not a named defendant or respondent in the proceeding.
- (d) In addition to the situations otherwise described in this Section 9.01, the Corporation may indemnify a Director, officer, committee member, employee or agent of the Corporation to the extent permitted by law. However, the Corporation will not indemnify any person in any situation in which indemnification is prohibited by Subsection 9.01(b) above.
- (e) The Corporation 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 9.03(c) below have been satisfied. Furthermore, the Corporation 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 Corporation or if the person is alleged to have improperly received a personal benefit or committed willful or intentional misconduct.

## **9.02 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 attorneys' fees) actually incurred in connection with the proceeding. If the proceeding was brought by or on behalf of the Corporation, the indemnification is limited to reasonable expenses actually incurred by the person in connection with the proceeding, and the indemnification specifically excludes any judgments, penalties (including excise and similar taxes), fines, and settlements.

## **9.03 Procedures Relating to Indemnification Payments.**

- (a) Except as provided in Subsection 9.03(c) below, before the Corporation may pay any indemnification expenses (including attorneys' fees), the Corporation must specifically determine that indemnification is permissible, authorize

indemnification, and determine that expenses to be reimbursed are reasonable. The Corporation 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, 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 by the same vote as provided in Subsection 9.03(a)(i) or (ii) above or if such a quorum cannot be obtained and such a committee cannot be established by a Total Board Majority.
- (b) The Corporation 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 Subsection 9.03(a)(iii) above governing selection of special legal counsel. A provision contained in the Certificate of Formation or a resolution of the Board that requires the indemnification permitted by Section 9.01 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 Corporation 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 Subsection 9.03(a) above.

In addition to this determination, the Corporation 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 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 Corporation 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.

## **Article X. Notices**

### **10.01 Notice by Mail, Fax or E-mail.**

Any notice required or permitted by these Bylaws to be given to a Director, officer, Member, or member of a committee of the Corporation may be given by mail, fax or e-mail. If mailed, a notice is deemed delivered two (2) business days after it is deposited in the mail addressed to the person at his address as it appears on the corporate records, with postage prepaid. If given by fax, a notice is deemed delivered as of the date and time evidenced by written fax confirmation if sent to the person at his fax number as it appears on the corporate records. If given by e-mail, a notice is deemed delivered when forwarded to the person at his e-mail address as it appears in the corporate records. A person may change his address, fax number or e-mail address in the corporate records by giving notice of the change to the secretary of the Corporation in accordance with any permitted method set out above.

### **10.02 Signed Waiver of Notice.**

Whenever any notice is required by law or under the Certificate of Formation or these Bylaws, a written waiver signed by the person entitled to receive such notice is considered the equivalent to giving the required notice. A waiver of notice is effective whether signed before, during, or after the time period during which the notice being waived would otherwise have been required to be given.

### **10.03 Waiving Notice by Attendance.**

A person's attendance at a meeting constitutes waiver of notice of the meeting unless the person attends for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened.

## **Article XI. Special Procedures Concerning Meetings**

### **11.01 Meeting by Telephone.**

The Members, officers, Board or any committee of the Corporation may hold a meeting by telephone conference call. In all meetings held by telephone, matters must be arranged in such a manner that all persons participating in the meeting can hear each other; the notice of a meeting by telephone conference must state the fact that the meeting will be held by telephone as well as all other matters required to be included in the notice; and a person's participation in a conference call meeting constitutes his presence at the meeting.

### **11.02 Decision without Meeting.**

Decisions and action that are required or permitted to be made at any meeting of the Board or any committee of the Corporation may be made or taken without a meeting

when there are signed written consents by the number of Directors or committee members whose votes would be necessary to take action at a meeting at which all such persons entitled to vote were present and voted.

Each written consent must be signed and bear the date of signature of the person signing it. A written consent may be executed in multiple counterparts, each of which will be deemed an original, but together shall constitute one document. Any written consent that is transmitted by facsimile, e-mail, or similar transmission and any photographic reproduction of a written consent shall be treated for all purposes as an original document with original signatures, and shall be considered to have the same binding legal effect as an original document.

Consents must be delivered to the Corporation. A consent signed by fewer than all Directors or committee members is not effective to take the intended action unless the required number of consents are delivered to the Corporation within sixty (60) days after the date of the earliest dated consent delivered to the Corporation. Delivery must be made by hand, or by certified or registered mail, return receipt requested. The delivery may be made to the Corporation's registered office, registered agent, principal place of business, transfer agent, registrar, exchange agent, or an officer or agent having custody of books in which the proceedings of the meetings of the Directors or committees are recorded. If the delivery is made to the Corporation's principal place of business, the consent must be addressed to the President.

The Corporation will give prompt notice of the action taken to each Director or committee member, as applicable, who did not sign a consent. If the action taken requires documents to be filed with the secretary of state, the filed documents will indicate that these written consent procedures were followed to authorize the action and filing.

### 11.03 **Proxy Voting.**

A person authorized to exercise a proxy may not exercise the proxy unless it is delivered to the officer presiding at the meeting before the business of the meeting begins. The secretary or other person taking the minutes of the meeting will record in the minutes the name of the person who executed the proxy and the name of the person authorized to exercise the proxy. If a person who has duly executed a proxy personally attends a meeting, the proxy will not be effective for that meeting. A proxy filed with the secretary of the Corporation or other designated officer remains in force until the first of the following occurs:

- (a) an instrument revoking the proxy is delivered to the secretary or other designated officer;
- (b) the proxy authority expires under the proxy's terms; or
- (c) the proxy authority expires under the terms of these Bylaws.

## **Article XII. Conduct of Activities**

### **12.01 Non-Profit Status.**

The Corporation shall take no action that would have the effect of disqualifying it as a tax-exempt charitable corporation under the Code, as amended, or under corresponding provisions of subsequent revenue law. In that connection, the Corporation shall specifically comply with the following:

- (a) no part of the net assets or the earnings of the Corporation shall inure to the benefit of any individual or entity;
- (b) no part of the activities of the Corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation; and
- (c) the Corporation shall not intervene in any political campaign on behalf of any candidate for public office.

## **Article XIII. Amendments**

### **13.01 Certificate of Formation and Bylaws.**

The Certificate of Formation and/or Bylaws of the Corporation may be amended or altered at any time by a majority vote of the Directors present at any meeting of the Board at which a quorum is present and duly called to consider such amendment.

### **13.02 Limitation of Power to Amend.**

Notwithstanding anything to the contrary contained herein, no change shall be made in the Certificate of Formation or Bylaws of the Corporation that will adversely affect the exempt status of the Corporation under Section 501(c)(3) of the Code, as amended, or its status as a non-profit corporation under the laws of the State of Texas.

### **13.03 Inconsistencies with Certificate of Formation.**

If any provisions of these Bylaws are found to be inconsistent with any provisions of the Certificate of Formation, the Certificate of Formation shall constitute the controlling authority.

## **Article XIV. Dissolution**

- 14.01 The Corporation may be dissolved as provided in the TNCL. Upon dissolution of the Corporation, all assets remaining after payment of all liabilities shall be distributed to such one or more organizations which have purposes and objectives similar to those of a corporation which has established its tax-exempt status under Section 501(c)(3) of the Code or such similar provision as may be applicable at the time, as the Board may select, and if more than one, in such shares and proportions as the Board may determine.

## **Article XV. Miscellaneous Provisions**

### **15.01 Legal Authorities Governing Construction of Bylaws.**

These Bylaws will 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.

### **15.02 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.

### **15.03 Headings.**

The headings used in the Bylaws are for convenience and shall not be considered in construing the Bylaws.

### **15.04 Number and Gender.**

Unless the context clearly indicates otherwise, all singular words include the plural, and all plural words include the singular, to the extent necessary to give the terms defined and used their proper meaning. Unless the context clearly indicates otherwise, where appropriate in these Bylaws, the masculine shall include the feminine and the neuter, and vice versa, to the extent necessary to give the terms defined and used their proper meaning.

### **15.05 Seal.**

The Board may provide for a corporate seal. Such seal shall contain the words "Texas Council for International Studies, Inc."



**15.06 Power of Attorney.**

A person may execute any instrument related to the Corporation by means of a power of attorney if an original executed copy of the power of attorney is provided to the secretary to be kept with the corporate records.

**15.07 Parties Bound.**

The Bylaws will bind and inure to the benefit of the Directors, officers, committee members, employees, and agents of the Corporation and their respective heirs, executors, administrators, legal representatives, successors and assigns except as the Bylaws otherwise provide.

**15.08 Certificate of Formation.**

For purposes of these Bylaws, the term “*Certificate of Formation*” shall refer to the Certificate of Formation, as presently existing or as amended from time to time, and/or replaced from time to time by a restated Certificate of Formation, or otherwise.

I, the undersigned, being the Secretary of the Corporation, do hereby certify that the foregoing constitutes the Bylaws of the Corporation, as adopted by the Directors of the Corporation, effective as of February 11, 2019.

Approved by resolution  
Linda Buie, Secretary

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **JUN 28 2019**

TEXAS COUNCIL FOR INTERNATIONAL  
STUDIES  
4145 BELT LINE ROAD STE 212-249  
ADDISON, TX 75001-4324

Employer Identification Number:  
83-4145157  
DLN:  
17053098351039  
Contact Person:  
CASSANDRA E JACKSON ID# 31040  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Public Charity Status:  
170(b)(1)(A)(vi)  
Form 990/990-EZ/990-N Required:  
Yes  
Effective Date of Exemption:  
February 11, 2019  
Contribution Deductibility:  
Yes  
Addendum Applies:  
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://www.irs.gov/charities). Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

TEXAS COUNCIL FOR INTERNATIONAL

Sincerely,

*Stephen A. Martin*

Director, Exempt Organizations  
Rulings and Agreements

**Attachment 6: Board Member Information**

**Overview of Board Members**



**Karen Phillips**  
**President**

Ms. Phillips is the founding Executive Director of Texas IB Schools (TIBS). She holds a B.A. from the University of Texas at Arlington and a M.Ed. from the University of North Texas. She has served on multiple boards including the Commissioner's Council for Gifted and Talented and currently serves on the Board of ConneCTeach.



**Walter Sorensen**  
**Vice President for Operations**

Mr. Walter Sorensen is the Head of School at Alcuin School in Dallas, Texas. He recently served on the Board of ISAS (Independent Schools of the Southwest) and has served on the Boards of other independent schools. A native of Houston, Mr. Sorensen earned his B.S. at Utah State University and his M.S. in Educational Administration at the University of Houston at Clear Lake.



**Dolph Briscoe IV, Ph.D.**  
**Vice President for Membership**

Dr. Dolph Briscoe IV is a Lecturer of History at Texas A&M University-San Antonio. He received his B.A. and M.A. in History from Baylor University. Dr. Briscoe earned his Ph.D. in History from The University of Texas at Austin. As a native of the San Antonio area and a descendant of Andrew Briscoe, for whom Briscoe Elementary School is named, Dr. Briscoe is closely connected to San Antonio ISD.

## TCIS ATTACHMENT 6: BOARD MEMBER INFORMATION



**Linda Buie**  
**Secretary**

Linda Buie is the Dean of Students, International Baccalaureate Head of School at Longview High School and Longview Independent School District Director for IB programs. She also serves on the Board of Texas IB Schools. She received her B. A. from the University of Arkansas and an M. A. and M.Ed. from the University of Texas at Tyler.



**Bill Thomas, Ph.D.**  
**Treasurer**

Dr. Bill Thomas is a Professor of Accounting and Business Law at Baylor University. He received his B.B.A. in Accounting and M.B.A. in Business Administration from Baylor University. He earned his Ph.D. in Business Administration from the University of Texas at Austin. Dr. Thomas is widely published and serves on numerous boards.

TCIS ATTACHMENT 6: BOARD MEMBER INFORMATION

**Proof of Citizenship for TCIS Board Members**

Members of the TCIS Board provided a copy of the Member's birth certificate or passport to the TCIS CEO. The CEO has, therefore, verified United States of America citizenship meeting the proposal requirements.

| <b>Member</b>             | <b>Position</b>               | <b>Document</b>   |
|---------------------------|-------------------------------|-------------------|
| Karen Glyn Phillips       | President                     | Passport          |
| Walter Martin Sorensen Jr | Vice President for Operations | Passport          |
| Dolph Briscoe IV          | Vice President for Membership | Birth Certificate |
| Linda Louise Buie         | Secretary                     | Passport          |
| Charles William Thomas    | Treasurer                     | Passport          |



\_\_\_\_\_  
Margaret Davis  
CEO

\_\_\_\_\_  
January 7, 2020

Date

## TCIS ATTACHMENT 6: BOARD MEMBER INFORMATION

### **Résumés for TCIS Board Members**

Résumés of TCIS Board members are provided on the following pages.

## KAREN G. PHILLIPS

1901 Stevenson Lane  
Flower Mound, Texas 75028

karen@texasibschools.org  
972-834-8934

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### OVERVIEW OF PROFESSIONAL EXPERIENCE

Karen Phillips holds a Bachelor of Arts from the University of Texas at Arlington, a Master of Education from the University of North Texas, and has completed post graduate studies at the University of Texas at Austin where she earned the endorsement for gifted and talented education. Her career in education includes experience in both private and public schools where she has held teaching and leadership roles. Karen's service record includes memberships on Boards of Directors and in state and national educational organizations. In 2019, she became President of the Board of Directors for Texas Council for International Studies as part of an 1882 agreement to oversee management of International Baccalaureate (IB) schools in San Antonio ISD.

Karen began her IB career in Austin, Texas, in 1994, bringing the first IB Diploma Program to Westwood High School in Round Rock ISD and later implementing the Middle Years Program (MYP) and the Primary Years Program (PYP) in the district. Throughout her career, Karen has served in numerous roles for the IB, helping schools navigate the application process and maintain successful IB programs.

In 2004, Karen became the first Executive Director of Texas IB Schools (TIBS), a regional association offering support services to IB schools in Texas. Under her leadership, TIBS has sponsored legislative initiatives, provided some of the largest and best received IB workshops in the region, led TIBS member schools in statewide service learning projects, and generously supported IB initiatives such as the IB Global Conference, the IB Student World Conference, and the Heads of School Conference. Karen has initiated partnerships between TIBS and universities to bring quality seminars and conferences to areas throughout the state and to offer the statewide IB College Fair.

### EDUCATIONAL HISTORY

#### ✦ Graduate of The University of Texas at Arlington, Texas

Bachelor of Arts in English  
Teaching Certificate (Texas) English/History

#### ✦ Graduate of North Texas State University at Denton, Texas

Master of Secondary Education with specialization in gifted/talented education

#### ✦ Texas Christian University at Ft. Worth, Texas,

Summer Institute/Special Problems of Gifted Elementary Students

#### ✦ Mc Murry College at Abilene, Texas (Jollyville Learning Center), New Jersey Writing Institute

#### ✦ The University of Texas at Austin, Texas, Gifted/Talented Endorsement



## EXPERIENCE RECORD

|                 |   |
|-----------------|---|
| 2004 to present | Executive Director, Texas IB Schools  |
| 2002 to 2004    | Gifted Talented/ IB Consultant  |
| 1984 to 2002    | Westwood High School, Round Rock ISD<br>Teacher of Advanced Placement, International Baccalaureate, Gifted/Talented<br>Corelated Language Arts Lead Teacher,<br>English Department Chair<br>International Baccalaureate Coordinator |
| 1981 to 1984    | L.D. Bell High School, Hurst-Euless-Bedford ISD<br>Teacher of English II, III, and IV   |
| 1975 to 1984    | Bedford Junior High School, Hurst-Euless-Bedford ISD<br>Teacher of English for grades 7, 8, and 9   |
| 1974 to 1975    | Substitute Teacher, Arlington ISD   |
| 1971 to 1974    | Saint Maria Goretti School, Arlington, Texas<br>Teacher of English, Reading, History, and Speech for grades 7 and 8<br>U.I.L Director<br>English Department Chair   |

## RECOGNITIONS:

2009 - Regional Director's Award, International Baccalaureate, Quebec City

1995 - Texas Excellence Award, The University of Texas at Austin Ex-Students Association

1994 - Secondary Teacher of the Year, Region XIII, Texas Association of Gifted and Talented, Austin

1993 - Secondary Teacher of the Year, Round Rock ISD

1984 - Most Positive Teacher, L.D. Bell High School, Hurst-Euless-Bedford

## PROFESSIONAL SERVICE

President of the Board of Directors, Texas Council for International Studies, 2019 to present

Board of Directors, Connecteach , 2017 to present

Board of Directors, Uplift Education, 2002- 2012

Texas Association of Gifted and Talented, 1988 to Present

Local Arrangements Committee, International Baccalaureate, 2011-2019

Board of Directors, Texas Council for the Humanities, 1995-1997

National Council of Teachers of English, 1975 to 1993

Central Texas Council of Teachers of English 1984 to 1993

Fort Worth Area Council of Texas of English, 1975 to 1984, Vice President of Programs, 3 years

International Reading Association, 1984 to 1989

Advisor to the Superintendent, 1980 to 1984, Hurst-Euless-Bedford ISD

A.T.P.E. Building Representative, 1979 to 1989

T.S.T.A. Building Representative, 1975 to 1979

## PROFESSIONAL ACTIVITIES

2002 to present – International Baccalaureate – Presenter and Facilitator for IB Regional Associations meetings, IB Provider meetings, Global Conferences

1984 to 2002 – Round Rock ISD - Presentations on portfolio assessment, gifted and talented strategies, TAAS objectives, SAT objectives, at-risk students, higher order thinking skills, writing process, European study, and supervisor of student teachers

1975 to 1984 - Hurst-Euless Bedford -ISD) - Presentations on Forum for Young America, at-risk students, European study, talented and gifted strategies, and supervisor of student teachers

1973 to 1975 (Arlington, Texas) - Presentations on team teaching, cross curricular approaches, and techniques for teaching spelling

## ADDITIONAL EXPERIENCE

Publications and research

Families Understanding Needs, 1983, Forrest Watson. ED. D.

Higher Level Thinking Skills— Senior Level, 1989, Dr. Donna Crenshaw, Success: Step by Step,

Ghost writer for Study Guide: Families Understanding Needs, 1983

T.A.A.S. Tutor, 1990

"European Travel: A Reality for your G/T Classroom," Tempo Magazine. 1991.

**Walter M. Sorensen, Jr.**  
6144 Churchill Way, Dallas, TX 75230  
940-464-3727 (home), 817-602-8528 (cell)  
[walter.sorensen@alcuinschool.org](mailto:walter.sorensen@alcuinschool.org)

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## Head of School

*Offering 4- plus years of experience in primary and secondary education and 30 years in school administration.*

*Dedicated education professional with proven ability to: create an environment which encourages student performance/character development, faculty performance/development, and community involvement; establish a project-based and collaborative learning environment, both nationally and internationally focused; encourage a culture that is mission driven; and develop a curriculum that emphasizes higher order thinking skills.*

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## Professional Experience

### Alcuin School, Dallas, Texas

*Head of School*

*July 2009 to present*

#### *Key accomplishments:*

- *Student:*
  - *Over 90% of graduates were accepted to their first choice of high school.*
  - *Five-year ERB testing results show cumulative average of 43 points above independent school means*
  - *100% of Alcuin's graduates have attended college (including: Cornell, University of Texas, & Southern Methodist University).*
  - *Five recent alumni completed Eagle Scout requirements.*
  - *100% pass-rate for International Baccalaureate exams.*
- *Program:*
  - *Established an International Baccalaureate Upper School (MYP/DP)*
  - *Established project-based global learning initiative across grade levels.*
  - *Initiated web-based curriculum mapping initiative with Rubicon Atlas.*
  - *Assisted in planning and completion of new Lower School building, gymnasium and performance hall.*
  - *Parent survey results indicate 96% strongly agree that the school is in line with its mission.*
- *Development:*
  - *Successfully initiated three Capital Campaigns totaling \$59 million to fund the Galbraith building (2008), the World Language and Fine Arts building (2017), and West Campus Complex (ongoing)*
  - *Annual Fund achieved 100% participation across the Board, Parents, and Faculty & Staff*
  - *Promoted the creation of Investment Committee as Board subcommittee.*
  - *Established Building & Grounds Committee as Board subcommittee.*
  - *Established Advisory Committee in conjunction with Executive Director of Advancement.*
  - *Increased Faculty Professional Development funding over 400% since beginning school headrole.*
  - *Provided leadership for, and implemented, three strategic plans in past 11 years.*
- *Faculty:*
  - *Low faculty turnover averaging 5% over recent years.*
  - *Over 55% of faculty have graduate degrees*
  - *Over 30% of faculty and staff presented or participated in conferences and /SAS evaluation teams.*
  - *High faculty morale*

### **St. John's Episcopal School, Dallas, Texas**

*Head of School*  
*Head of Middle School*

*July 1994 to June 2009*  
*July 1994 to June 1998*

Quote from Tom Mayo, alumni parent and former president, St. John's Episcopal School, Board of Trustees:

"If I had to sum up what I've learned about SJES over the years, I think it's this: The school is great at bringing out the best in kids - whatever talent they may have for art or writing or math or relationships or whatever it might be, this is a school where each one can find himself or herself and pursue his or her dreams. No small thing, that."

### **The Winston School, Dallas, Texas**

*Head of Upper School*  
*Dean of Students*  
*Teacher/Counselor*

*July 1990 to July 1994*  
*August 1985 to July 1990*  
*August 1982 to August 1985*

### **The Briarwood School, Houston, Texas**

*Teacher- Middle and Upper Schools*

*July 1979 to August 1982*

### **Independent painting contractor, Houston, Texas**

*March 1973 to July 1979*

*Financed a substantial portion of my educational expenses through this business and continued the business in expanded form following graduation from college.*

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## **EDUCATION**

**University of Houston at Clear Lake**  
*Master of Science in Education Administration/Management*

*June 1982*

**Utah State University**  
*Bachelor of Arts in Family and Human Development*

*June 1976*

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## **PROFESSIONAL AFFILIATIONS**

SAES Board of Trustees (Southwestern Association of Episcopal Schools)  
Lamplighter School Board of Trustees, Dallas, Texas  
Good Shepherd Episcopal School Board of Trustees, Dallas, Texas  
ISAS Board of Trustees

## Curriculum Vitae

### Dolph Briscoe IV

#### Current Position:

Lecturer of History  
Texas A&M University-San Antonio

#### Contact Information:

Address: Central Academic Building, Suite 347G  
One University Way  
San Antonio, Texas 78224  
Office Phone: (210) 784-2211  
E-mail: dolph.briscoe@tamusa.edu

#### Education:

Doctor of Philosophy, History, December 2014  
The University of Texas at Austin  
Dissertation: "For a Long Time to Come: The Transformation of Texas Politics,  
1960-1984"  
Major Field: United States  
Supporting Field: Latin America  
Mentor: Dr. H. W. Brands

Master of Arts, History, August 2006  
Baylor University, Waco, Texas  
Thesis: "He Was Ours: Lyndon Baines Johnson and American Identity"  
Mentor: Dr. T. Michael Parrish

Bachelor of Arts Cum Laude, History, December 2003  
Baylor University, Waco, Texas

Diploma, with Honors, May 1999  
Carrizo Springs High School, Carrizo Springs, Texas

#### Academic Positions:

Lecturer of History, Texas A&M University-San Antonio; August 2018-present

Lecturer (Adjunct), Department of African American Studies, The University of  
Texas at San Antonio; August 2018-December 2018

Adjunct Professor of History, St. Edward's University, Austin, Texas; August 2015-August 2018

Adjunct Associate Professor of History, Austin Community College, Austin, Texas; August 2015-August 2018

Texas Political History Researcher for book project and archive on the Hobby Family, Briscoe Center for American History, The University of Texas at Austin; January-August 2015

Teaching Assistant, Department of History, The University of Texas at Austin; August 2007-December 2014; Courses: Historical Perspectives on Science and Mathematics (part of the nationally recognized UTeach program designed for future high school teachers); United States History to 1865; United States History since 1865; American Colonial History; History of the Old South; Philosophy 304: Contemporary Moral Problems; Undergraduate Studies 303: The Past, Present, and Future of American Foreign Policy

Opinion Columnist, *The Daily Texan*, The University of Texas at Austin; May-December 2014

Research Assistant for Mark K. Updegrove, Director of the Lyndon Baines Johnson Library and Museum, Austin, Texas, for book *Indomitable Will: LBJ in the Presidency* (New York: Crown Publishers, 2012); January 2010-June 2011

Instructor of History, University of Mary Hardin-Baylor, Belton, Texas; August 2006-May 2007

Research Assistant, Texas Supreme Court Historical Society; August 2006-May 2007

Student Assistant, Baylor University Institute for Oral History, Waco, Texas; May 2005-August 2006

Teaching and Research Assistant, Department of History, Baylor University, Waco, Texas; August 2004-May 2005; Courses: United States History to 1877; United States History since 1877

Intern, Texas Ranger Hall of Fame and Museum, Waco, Texas; August-December 2003

### **Teaching Experience:**

United States History to 1865  
 United States History to 1877  
 United States History since 1865

United States History since 1877  
 History of Texas  
 America's Rise to World Power, 1920-1945  
 The American Experience  
 American Dilemmas  
 African American Culture, Leadership, and Social Issues  
 History of Mexico  
 History of Latin America  
 Survey of Latin America  
 Teaching Certificate in First-Year Interdisciplinary Instruction, The University of  
 Texas at Austin Signature Course Teaching Assistant Program

**Publications:**

Review of Bruce A. Glasrud and Cary D. Wintz, eds., *Black Americans and the Civil Rights Movement in the West*; *Southwestern Historical Quarterly*, forthcoming

“Martin Luther King, Jr.,” *World Democracy Encyclopedia* (M. E. Sharpe), forthcoming

Foreword, Paperback edition of Dolph Briscoe, *Dolph Briscoe: My Life in Texas Ranching and Politics, As told to Don Carleton* (Austin: Briscoe Center for American History, The University of Texas at Austin, 2018).

“John Charles Hoyo, Sr.” *Handbook of Texas Online*. Austin: Texas State Historical Association, 2016.  
<https://tshaonline.org/handbook/online/articles/fhocp>

Review of Robert Harold Duke, *LBJ and Grassroots Federalism: Congressman Bob Poage, Race, and Change in Texas*; *Presidential Studies Quarterly* (December 2015): 814-815.

“In Wake of Midterm Elections, Both Parties Should Take Note,” *The Daily Texan*, November 13, 2014. <http://www.dailytexanonline.com/2014/11/13/in-wake-of-midterm-elections-both-parties-should-take-note>

“Despite Dismal Approval Rating, Obama Can Leave Lasting Legacy,” *The Daily Texan*, October 29, 2014. <http://www.dailytexanonline.com/2014/10/29/despite-dismal-approval-rating-obama-can-leave-lasting-legacy>

“Historical Perspective Gives Insight into Likely Outcome of Elections,” *The Daily Texan*, October 16, 2014.  
<http://www.dailytexanonline.com/2014/10/15/historical-perspective-gives-insight-into-likely-outcome-of-elections>

“Students Should Not Be Afraid to Approach Teaching Assistants,” *The Daily Texan*, October 1, 2014. <http://www.dailytexanonline.com/2014/09/30/students-should-not-be-afraid-to-approach-teaching-assistants>

“How to Apply to Grad School,” *The Daily Texan*, September 18, 2014. <http://www.dailytexanonline.com/2014/09/17/how-to-apply-to-grad-school>

“U.S. Should Use Caution in Current Iraq Crisis,” *The Daily Texan*, July 22, 2014. <http://www.dailytexanonline.com/2014/07/22/us-should-use-caution-in-current-iraq-crisis>

“Spurs Show that Teamwork Isn't Dead in Modern Sports,” *The Daily Texan*, July 4, 2014. <http://www.dailytexanonline.com/2014/07/04/spurs-show-that-teamwork-isnt-dead-in-modern-sports>

“With November Battles Already Playing Out, Longhorns Should Pay Close Attention to Candidates,” *The Daily Texan*, June 15, 2014. <http://www.dailytexanonline.com/2014/06/15/with-november-battles-already-playing-out-longhorns-should-pay-close-attention-to>

“Regent Drama Recalls Previous Fights over UT Governance,” *The Daily Texan*, June 2, 2014. <http://www.dailytexanonline.com/opinion/2014/06/02/regent-drama-recalls-previous-fights-over-ut-governance>

Review of Dean Smith with Mike Cox, *Cowboy Stuntman: From Olympic Gold to the Silver Screen*; *Southwestern Historical Quarterly* 117:4 (April 2014): 449-50.

Review of *42*, directed by Brian Helgeland, April 2013; <http://www.notevenpast.org/watch/review-42-2013>

Review of Bert N. Shipp, *Details at 10: Behind the Headlines of Texas Television History*; *Southwestern Historical Quarterly* 116:4 (April 2013): 407-408.

Review of Antony Beevor, *The Second World War*, July 2012; <http://www.notevenpast.org/read/second-world-war-little-brown-and-company-2012>

Review of Jules Tygiel, *Baseball's Great Experiment: Jackie Robinson and His Legacy*, July 2012; <http://www.notevenpast.org/read/baseball%E2%80%99s-great-experiment-jackie-robinson-and-his-legacy-1997>

Review of Bruce J. Schulman, *The Seventies: The Great Shift in American Culture, Society, and Politics*, March 2012; <http://www.notevenpast.org/read/seventies-great-shift-american-culture-society-and-politics-2001>



Review of *J. Edgar*, directed by Clint Eastwood, December 2011;  
<http://www.notevenpast.org/watch/j-edgar-2011>

Review of Rick Perlstein, *Nixonland: The Rise of a President and the Fracturing of America*, May 2011; <http://www.notevenpast.org/read/nixonland-rise-president-and-fracturing-america-2008>

Review of Sean Wilentz, *The Age of Reagan: A History, 1974-2008*, January 2011; <http://www.notevenpast.org/read/age-reagan-history-2008>

### **Presentations:**

“Websites Category,” History Day 2019 Fall Workshop, San Antonio, Texas, September 2018

“A Great Tide Running: The Democratic Party and 1968,” 1968 History Symposium, Fort Worth, Texas, February 2018

“He Was Nixon Plus: John Connally and Changing Texas Politics in the 1970s,” Texas Political History Symposium, Tarleton State University, Stephenville, Texas, September 2017

“For a Long Time to Come: The Course of the Democratic Party in Texas after Lyndon B. Johnson,” 121<sup>st</sup> Annual Meeting of the Texas State Historical Association, Houston, Texas, March 2017

“An Evening in Old Uvalde,” Briscoe-Garner Museum, Uvalde, Texas, April 2016

“Making the Most Out of Your Lambda Chi Experience at UT,” Meeting of the Lambda Chi Alpha Chapter (Alpha-Mu) at The University of Texas at Austin, March 2016

“Remarks from the Briscoe Family,” Dedication of the Dolph Briscoe, Jr., Exhibit at the Briscoe-Garner Museum, Uvalde, Texas, April 2015

“All the Way with LBJ: A Historical Assessment of Lyndon B. Johnson’s Presidency,” Capital City Village, Austin, Texas, February 2013

“‘There’s a Great Revulsion Taking Place’: The 1966 Midterm Elections and Lyndon B. Johnson’s Presidency,” Texas A&M University Graduate Student History Conference, College Station, Texas, February 2011

Moderator for “The World Through American Eyes: American Literatures of the Cold War,” Cold War Cultures: Transnational and Interdisciplinary Perspectives Conference, The University of Texas at Austin, October 2010

“Cold War and Contempt: The Lyndon B. Johnson Administration and Nicaragua,” Institute of Latin American Studies Student Association Annual Conference, The University of Texas at Austin, February 2010

“The Economic Goals of Francisco ‘Pancho’ Villa in the Mexican Revolution,” Institute of Latin American Studies Student Association Annual Conference, The University of Texas at Austin, February 2009

“Robert F. Kennedy’s Changing Opinion Regarding American Involvement in the Vietnam War,” plus Comments on RFK’s Legacy and the 2008 U.S. Presidential Election, 1968: A Global Perspective Conference, The University of Texas at Austin, October 2008

“Recollections and Perceptions of Lyndon Baines Johnson and the 1960s,” Phi Alpha Theta Regional Conference, Baylor University, Waco, Texas, April 2006

“The Civil Rights Movement among African Americans in San Antonio, Texas,” Annual Meeting of the Southwestern Social Science Association, San Antonio, Texas, April 2006

“The Evolution of the Popular Image of Texas in Literature,” co-authored with Jonathan M. Reid, Annual Meeting of the Southwestern Social Science Association, New Orleans, Louisiana, March 2005

“Robert F. Kennedy’s Changing Opinion Regarding American Involvement in the Vietnam War,” Baylor University Scholars’ Day, Waco, Texas, February 2005

“The Personality of Richard Nixon and the Watergate Scandal,” Phi Alpha Theta Regional Conference, Baylor University, Waco, Texas, April 2003

### **Professional and Community Service:**

Advisor, History Club, Texas A&M University-San Antonio, 2019-present

Board of Directors, Briscoe Western Art Museum, San Antonio, Texas, 2019-present

Advisory Council, The University of Texas at San Antonio Libraries, 2019-present

Steering Committee, San Antonio Regional History Day, San Antonio, Texas, 2018-present

Night of Artists Planning Committee, Briscoe Western Art Museum, San Antonio, Texas, 2017-present

Ambassadors for Baylor University, 2017-present

Advisory Council, Longhorn Foundation, The University of Texas at Austin, 2015-present

Advisory Council, Briscoe Center for American History, The University of Texas at Austin, 2015-present

Advisory Council, Ex-Officio, Briscoe Center for American History, The University of Texas at Austin, 2011-2015

College of Liberal Arts Graduate Student Council, The University of Texas at Austin, 2012-2013

Search Committee, Tenure-Track Position in History of Science, Department of History, The University of Texas at Austin, 2013

History Graduate Council, The University of Texas at Austin, 2011-2012

Department of History Representative to Graduate Student Assembly, The University of Texas at Austin, 2011-2012

History Graduate Council Representative to Departmental Faculty Meetings, The University of Texas at Austin, 2009-2010

Department of History Representative to Graduate Student Association, Baylor University, January 2005-August 2006

Judge, Heart of Texas Regional History Fair, Waco, Texas, 2003, 2005, 2006

### **Organization Memberships:**

American Historical Association  
 Organization of American Historians  
 Texas State Historical Association  
 Old Trail Drivers Association of Texas  
 Lambda Chi Alpha Fraternity

### **Academic Honors and Awards:**

Nominee for Outstanding Teaching Award for Adjunct Faculty, Austin Community College, 2017-2018  
 Nominee for Outstanding Teaching Award for Adjunct Faculty, St. Edward's University, 2015-2016  
 Phi Beta Kappa

Phi Alpha Theta  
 Golden Key International Honour Society  
 Baylor University Dean's List: Spring 2000, Spring 2001-Fall 2003

**Graduate-Level History Courses Taken:**

The University of Texas at Austin:  
 Literature of United States History to 1865; Literature of United States History since 1865; Advanced Writing Workshop; United States Diplomatic History; Modernity in the United States South; Native American History; Religion and National Identity; Historiography of Twentieth Century Latin America; Nineteenth and Twentieth Century Mexico; Economic History of Mexico, 1820-1940; State and Society in Modern Central America

Baylor University:  
 Historical Research and Writing; Oral History; Public History; The Civil Rights Movement; Religion in the American South; The Vietnam War; Independent Study in United States History, focusing on Lyndon B. Johnson and his times; France and the Algerian War

**Undergraduate-Level History Courses Taken:**

Historiography and the Philosophy of History; United States Since 1920; Texas; American Thought, 1630-1859; American Thought, 1859-Present; Modern Latin America; Europe Since World War I; Modern Germany

**Research Interests:**

Texas; Twentieth Century United States; Political History; Era of the 1960s in the United States; the Civil Rights Movement; the United States Presidency; Lyndon Baines Johnson and his times; Mexico

**Foreign Languages:**

Spanish (intermediate proficiency level)

**Academic References:**

**H. W. Brands**, Professor; Jack S. Blanton, Sr., Chair in History, Department of History, The University of Texas at Austin  
 128 Inner Campus Dr. B7000  
 Austin, Texas 78712-1739  
 hwbrands@austin.utexas.edu; (512) 471-3261

**T. Michael Parrish**, Professor; The Linden G. Bowers Professor of American History, Department of History, Baylor University

One Bear Place #97306  
Waco, Texas 76798-7306  
Michael\_Parrish@baylor.edu; (254) 710-7404

**Don E. Carleton**, J. R. Parten Chair in the Archives of American History;  
Executive Director, Briscoe Center for American History, The University of  
Texas at Austin  
2300 Red River St. Stop D1100  
Austin, Texas 78712-1426  
d.carleton@austin.utexas.edu; (512) 495-4684

**Christie S. Wilson**, Professor of History, St. Edward's University  
3001 South Congress  
Austin, Texas 78704-6489  
christiw@stedwards.edu; (512) 428-1316

## **Dr. C. William (Bill) Thomas**

Baylor University  
Accounting & Business Law  
(254) 710-4924  
Email: Bill\_Thomas@baylor.edu

### **Education**

PHD, Univ Texas Austin, 1978.  
Major: Business Administration  
Supporting Areas of Emphasis: Statistics  
Dissertation Title: A Comparison of Investor and Auditor Perceptions of Materiality with respect to Accounting Changes

MBA, Baylor University, 1971.  
Major: Business Administration

BBA, Baylor University, 1969.  
Major: Accounting

### **Academic, Government, Military and Professional Positions**

#### **Academic - Post-Secondary**

J.E. Bush Professorship in Accounting, Hankamer School of Business, Baylor University. (June 1995 - Present).

KPMG/Thomas L. Holton Chair of Accountancy, Hankamer School of Business, Baylor University. (June 2006 - August 31, 2011).

#### **Other**

#### **Professional**

Technical Editor, Today's CPA, Texas Society of Certified Public Accountants. (April 2002 - Present).

Accounting and Auditing Editor, Texas Society of Certified Public Accountants. (March 1996 - Present).

### **Licensures and Certifications**

Certified Public Accountant, Texas State Board of Certified Public Accountants. (September 1969 - Present).

### **Professional Memberships**

American Accounting Association.

American Institute of Certified Public Accountants.

Central Texas Chapter of Certified Public Accountants.

Texas Society of Certified Public Accountants.

## **Development Activities Attended**

- Continuing Education Program, "US Audit Fundamentals," KPMG, Atlanta, GA. (October 8, 2012 - October 12, 2012).
- Conference Attendance, "Annual Meeting," American Accounting Association, Washington, DC. (August 4, 2012 - August 7, 2012).
- Continuing Education Program, "Symposium on Auditing Problems," Deloitte Foundation and the University of Kansas, Lawrence, KA. (April 26, 2012 - April 28, 2012).
- Continuing Education Program, "National Instructor," KPMG, LLP, Atlanta, GA. (October 10, 2011 - October 14, 2011).
- Continuing Education Program, "Cloud Computing--Risks and Audit Considerations," Protiviti, Dallas, TX. (September 9, 2011).
- Continuing Education Program, "Dallas CPE Event: Integrated Business Planning, Finance Management; Emerging Risks; Washington update," Protiviti, Dallas, TX. (September 9, 2011).
- Continuing Education Program, "Hot Topics in Financial Reporting," Protiviti, Dallas, TX. (September 9, 2011).
- Continuing Education Program, "KPMG National Instructor Training," KPMG, LLP, Montvale, NJ. (August 3, 2011 - August 5, 2011).
- Research/Writing Presentation, "The Hidden Message of Managers' Language Use in Earnings Press Releases," Baylor University, Waco, TX. (April 15, 2011).
- Research/Writing Presentation, "Representationally Faithful Disclosures," Baylor University, Waco, TX. (April 1, 2011).
- Conference Program, "TSCPA's Opportunities in Accounting," Central Texas Chapter of CPAs, Waco, TX. (February 15, 2011).
- Workshop, "Accounting Education: Not Business as Usual," Baylor University, Waco, TX. (January 21, 2011).
- Continuing Education Program, "National Instructor," KPMG, LLP, Orlando, FL. (November 15, 2010 - November 19, 2010).
- Conference Attendance, "Annual Meeting," American Accounting Association, San Francisco, CA. (July 30, 2010 - August 4, 2010).
- Conference Attendance, "Audit Mid-Year Meeting," American Accounting Association, San Diego, CA. (January 14, 2010 - January 17, 2010).
- Conference Attendance, "Annual Meeting," American Accounting Association, New York, NY. (July 31, 2009 - August 4, 2009).
- Seminar, "KPMG Audit Committee Institute Update," KPMG, Dallas, Texas. (June 17, 2009).

Faculty Internship, "KPMG National Instructor Training," KPMG, Montvale, NJ. (July 7, 2008 - July 9, 2008).

Conference Attendance, "Audit Mid-Year Meeting," American Accounting Association, Austin, TX. (January 17, 2008 - January 19, 2008).

Conference Program, "Roundtable on Integrity in Financial Reporting," Hankamer School of Business, Waco, TX. (November 1, 2002 - November 2, 2007).

Workshop, Accounting and Business Law Department, Baylor University, Waco, TX. (February 2007 - October 2007).

Conference Attendance, "New Audit Risk Standards," AuditWatch, Waco, TX. (September 11, 2007 - September 13, 2007).

Continuing Education Program, "Using Hands-On Examples to Enhance Tax Research," Thomson Tax and Accounting, Waco, Texas. (September 4, 2007).

Continuing Education Program, "Auditor's Risk Assessment Process," Texas Society of Certified Public Accountants, Austin, Texas. (June 14, 2007).

Conference Program, "Implementing a Required Ethics Class for Students in Accounting: The Texas Experience," National Association of State Boards of Accountancy, Dallas Fort Worth Airport, Texas. (April 30, 2007).

Conference Program, "Editor's Panel, Professional and Academic Journals," Southwest Region Meeting, American Accounting Association,, San Antonio, Texas. (February 23, 2007).

Research/Writing Presentation, "Implementing a Required Ethics Class for Students in Accounting: The Texas Experience," Annual Ethics Symposium, American Accounting Association, San Francisco, CA. (August 6, 2005).

Research/Writing Presentation, "Required Ethics Education for Accounting Majors: The Texas Experience," Accounting Programs Leaders Group, American Accounting Association,, Tempe, AZ. (February 14, 2005).

Seminar, "Integrity in Financial Reporting: Leadership Lessons for Financial Leaders," Texas Society of Certified Public Accountants Nonprofit Organizations Group, Arlington, TX. (May 19, 2003).

Conference Program, "Enron and Arthur Andersen: Leadership Lessons for Financial Leaders," Telergee Alliance of CPAs, Chatham, MA. (October 10, 2002).

Research/Writing Presentation, "The Internal Auditor's Role in the Detection and Prevention of Fraud: A Post-SAS No. 82 Analysis," American Accounting Association, Auditing Section, Orlando, FL. (January 19, 2002).

## **TEACHING**

### **Teaching Experience**

#### **Baylor University**

ACC 2303, Financial Accounting, 14 courses.  
ACC 3310, Accounting Rsrch  
Communication, 18 courses.



ACC 4330, Auditing/Attestat'n/Assur Serv, 31 courses.  
ACC 4504, Managerial Acc/Auditing II, 7 courses.  
ACC 4V98, Spec Studies in Accounting, 4 courses.  
ACC 5305, Financial Accounting, 11 courses.  
ACC 5330, Auditing & Assurance  
Services, 4 courses.  
ACC 5362, P/S & S Corp Taxation, 4 courses.  
ACC 5V98, Contemporary  
Issues-Accounting, 2 courses.  
HON 4V87, Honors Thesis, 2 courses.

## **Non-Credit Instruction**

Management/Executive Development, KPMG, LLP, 1100 participants. (November 10, 2011 - November 15, 2011).

Management/Executive Development, KPMG, LLP, 1100 participants. (November 15, 2010 - November 20, 2010).

Management/Executive Development, KPMG LLP, 30 participants. (November 13, 2009 - November 20, 2009).

Review Course, 20 participants. (January 2004 - January 2009).

## **Directed Student Learning**

Undergraduate Honors Thesis, "Reducing the Risk of Fraud in Ugandan Churches." (September 1, 2012 - May 15, 2013).  
Advised: Kaila Jurado

## **Awards and Honors**

Outstanding Professor 2011, EMBA Program Austin. (May 2011).

Outstanding Professor, EMBA Program, Austin. (May 2007).

Master Teacher, Baylor University. (May 2004).

Outstanding Professor, EMBA Program, Dallas. (May 2002).

Outstanding Professor, Executive MBA Program, Dallas. (May 2001).

## **RESEARCH**

### **Published Intellectual Contributions**

#### **Books**

Willis, B. B., Thomas, C. W. (2018). *Financial Accounting, 12th Ed.* Pearson.

Willis, B. B., Thomas, C. W. (2016). *Financial Accounting, 11th Ed.*

Willis, B. B., Thomas, C. W. (2014). *Financial Accounting 10th Ed* (10th Ed ed.). Prentice Hall.

## Journal Articles

- Carpenter, D., Thomas, C. W. (2018). Foreign Corrupt Practices Act - Stepping Up the Tempo After SOX. *Today's CPA*(November 2018), 6.
- Stuebs, M., S. L., Thomas, C. W. (2017). Reputation Matters: Company Reputation Effects on Labor Efficiency and Productivity. *Today's CPA*, 45(1), 36-39. [www.tscpa.net](http://www.tscpa.net)
- Bostick, G., Thomas, C. W. (2017). Base Erosion and Profit Shifting. *Today's CPA*, 44(5), 5. [www.tscpa.net](http://www.tscpa.net)
- Bostic, G., Thomas, C. W. (2016). Big Data Poses Big Challenges and Benefits. *Today's CPA*, 44(1), 32-36. [www.tscpa.net](http://www.tscpa.net)
- Thomas, C. W. (2016). Going Concern Assessment: Not Just the Auditor's Responsibility Any More. *Today's CPA*, 43(6), 40-44. [www.tscpa.net](http://www.tscpa.net)
- Thomas, C. W. (2016). SSARS 21: Some New Twists on a Familiar Theme. *Today's CPA*, 43(4), 34-40. [www.tscpa.net](http://www.tscpa.net)
- Thomas, C. W. (2014). Brushing Up on the New Audit Report and Relating it to the Financial Reporting Framework for Small to Medium-Sized Entities. *Today's CPA*, 42(3), 38-44. [www.tscpa.net](http://www.tscpa.net)
- Thomas, C. W. (2013). The Financial Reporting Framework for Small and Medium-Sized Entities. *Today's CPA*, 41(2), 36-39. [www.tscpa.net](http://www.tscpa.net)
- Alejandro, J., Thomas, C. W. (2013). Auditor Independence: Still Hazy After All These Years! *Today's CPA*, 41(1), 30-33.
- Thomas, C. W., P. D. W. Safety in Numbers: Clarifying the Standard for Group Audits. *Journal of Accountancy*, 215(3), 32-39.
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- Thomas, C. W. (2017). Data Analytics: The Wave of the Future for CPAs. *Texas Society of Certified Public Accountants*, 45(3), 9. [www.tscpa.net](http://www.tscpa.net)
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- Thomas, C. W. (2017). New AICPA Standards Aim to Take a Bite out of Cybercrime. *Texas Society of Certified Public Accountants*, 45, 1. [www.tscpa.net](http://www.tscpa.net)
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#### Other

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- Thomas, C. W. (2014). *Financial Accounting 10e* (10th ed., pp. 864). Upper Saddle River, NJ: Pearson Prentice Hall.  
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- Thomas, C. W., Harrison, T., Horngren, C. (in press). In L. Vitetta (Ed.), *Financial Accounting, 9th edition* (pp. 930). Upper Saddle River, NJ: www.prenhall.com/harrison
- Thomas, C. W., H. C., Harrison, T. (2009). *Financial Accounting* (8th ed., pp. 984). Upper Saddle River, NJ: www.prenhall.com
- Thomas, C. W., Alejandro, J., Pitman, M. K. (2004). *The Audit Expectation Gap of the 21st Century* (III ed., vol. II, pp. 10-13). Louisville, KY:.

#### Presentations Given

- Stuebs, M. (Panelist), Serbanic, B. (Panelist), Thomas, C. W. (Panelist), 2016 Baylor Accounting Department Workshop: Publishing Articles in Practitioner and Ethics Journals, "Publishing Articles in Practitioner and Ethics Accounting Journals," Baylor University Accounting Department, Waco, Texas. (January 22, 2016).
- Thomas, C. W., Ethics Boot Camp, "Ethics Education for CPAs in Texas: An Update," American Accounting Association, San Francisco, CA. (July 31, 2010).

- Thomas, C. W., Prentice-Hall Accounting Symposium for Educators (PHASE), "How to Integrate Fraud into Introductory Accounting Classes," Pearson, Inc., New York, NY. (April 9, 2010).
- Thomas, C. W., Prentice-Hall Accounting Educators Symposium (PHASE), "How to Integrate Fraud into Introductory Accounting Classes," Pearson, Inc., Phoenix, AZ. (March 12, 2010).
- Thomas, C. W., Prentice-Hall Accounting Symposium for Educators (PHASE), "How to Integrate Fraud into Introductory Accounting Classes," Pearson, Inc., Chicago, IL. (March 5, 2010).
- Thomas, C. W., Prentice-Hall Accounting Symposium for Educators (PHASE), "How to Integrate Fraud into Introductory Accounting Classes," Pearson, Inc., Dallas, TX. (February 26, 2010).
- Thomas, C. W., Prentice-Hall Accounting Symposium for Educators (PHASE), "International Financial Reporting Standards," Pearson Prentice-Hall, Lenox, MA. (October 31, 2009).
- Stuebs, M. (Author & Presenter), Thomas, C. W., 2008 AAA Ethics Symposium, "Principles-based Accounting: The Case for Principled Judgment," American Accounting Association, Anaheim, California. (August 2, 2008).
- Thomas, C. W., Hurtt, K., AAA Annual Ethics Symposium, "Implementing a Required Ethics Class for Students in Accounting: The Texas Experience," San Francisco, CA. (August 2005).
- Thomas, C. W., Hurtt, K., Accounting Programs Leaders Group, "Required Ethics Education for Accounting Majors: The Texas Experience," Tempe, AZ. (February 2005).
- Thomas, C. W., Telergee CFO and Controllers' Conference for Telecom and Energe, "Enron and Arthur Andersen: Leadership Lessons for Financial Leaders," Chatham, MA. (October 2002).
- Thomas, C. W., Clements, C., American Accounting Association Mid-Year Meeting, "The Internal Auditor's Role in the Detection and Prevention of Fraud: A Post-SAS No. 82 Analysis," Orlando, FL. (January 2002).
- Thomas, C. W., J. N. Baldwin, D. L. Chesser, C. E. Davis, and D. P. Hollingsworth, and M. A. Robinson, annual meeting of the American Accounting Association, "Tearing Down the Stovepipes: One Program's Experience in Designing an Integrated Accounting Core Curriculum," San Diego, CA. (August 1999).

## **Contracts, Grants and Sponsored Research**

### **Grant**

- Stuebs, M. (Co-PI), Thomas, C. W. (Co-PI), "2016-2017 Faculty Research Fellowship," Sponsored by Baylor University Institute for Oral History, Baylor University, \$1,500.00. (November 24, 2015 - April 1, 2017).

## **Awards and Honors**

- Distinguished Professor, Hankamer School of Business. (May 2003).
- Outstanding Faculty Member, Baylor University. (May 1984).

## **Intellectual Contributions in Submission**

### **Other**

Thomas, C. W., M, T. W. (2018). *Financial Accounting (12th edition)* (12th ed., pp. 850). Upper Saddle River, NJ: Pearson Education. 15038 Sendero Lane

## **Research Currently in Progress**

"SSARS 21" (Writing Results).

A overview of the most recent and significant change in standards for compilation and review work.

## **SERVICE**

### **Department Service**

Committee Chair, Accounting Professional Development Forum Committee. (September 1, 2011 - Present).

Faculty Advisor, Beta Alpha Psi. (August 1, 2003 - Present).

### **College Service**

Faculty Advisor, 2016 Deloitte Challenge Student Case Competition. (November 29, 2016).

Committee Chair, Accounting Vocational Speaker Forum. (November 16, 2016).

### **University Service**

Committee Member, Committee to Select Outstanding Professors. (January 1, 2014 - Present).

### **Consulting**

Management, Brazos Higher Education Group, Waco, Texas. (September 2006 - Present).

Academic, KPMG, Orlando, FL. (November 16, 2009 - November 24, 2009).

Litigation, Southwestern Public Service Company, Amarillo, Texas. (February 1, 2003 - March 31, 2003).

Mediation, Harelik and Fields, CPAs, Waco, Texas. (August 1, 2001 - August 20, 2001).

Litigation, Fullbright and Jaworski, Houston, TX. (April 1994 - September 1994).

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### **Work Experience**

2014—2019 District IB Director  
2005—2019 Head of School, Longview High School  
Dean of Instruction, Longview High School  
Adjunct Professor, Texas A & M Texarkana  
Adjunct Professor, Kilgore College  
2004—2005 Dean of Instruction, Longview High School  
Supervisor of Advanced Academic Services  
Summer 2005 Adjunct Professor, University of Texas at Tyler  
Educational Administration  
2003 Supervisor of Curriculum, Advanced Academic Services,  
Assistant Principal, Longview High School  
2001—present Supervisor of Curriculum, Advanced Academic  
Services, and Fine Arts, Longview ISD, Longview, Texas  
1999—2001 Supervisor of Curriculum, K-12, Longview ISD,  
Longview, Texas  
1998—1999 Supervisor of Secondary Education, Longview ISD,  
Longview, Texas  
1994—1998 Teacher, AP Coordinator, TAAS Coordinator, SAT  
Training Coordinator, Longview High School, Longview  
ISD  
1984—1994 Teacher, Longview High School, Longview ISD  
1971—1973 Teacher, Foster Junior High School, Longview ISD

### **Education**

2003 Superintendent Certification  
2002 Principal Certification  
2002 Professional Development and Appraisal System Appraiser  
2004 M. Ed., University of Texas at Tyler  
1991 M. A., University of Texas at Tyler  
1971 B. A., University of Arkansas at Fayetteville  
Dean's List and Mortar Board

### **Professional Organizations**

Texas IB Schools (TIBS) Board of Directors (3 terms)  
Texas Council of Teachers of English Executive Secretary  
Texas Council of Teachers of English; past president  
National Council of Teachers of English  
Texas Association of Secondary School Principals  
Association for Supervision and Curriculum Development

Texas Association for Gifted/Talented  
Coalition of Reading and English Supervisors  
Alpha Delta Kappa; past president  
Phi Delta Kappa  
Association of Women Educators

### **Community Involvement (past and present)**

GLOBE (Greater Longview Organization of Business and Education) Co-Chair  
American Heart Association Board of Directors; Public Relations Chair  
East Texas Literacy Council; Bee for Literacy Past President  
Longview Museum of Fine Arts Board of Directors; Past President; Secretary  
Junior Achievement Volunteer  
Junior League of Longview Sustaining Member; Past Community Vice-President  
Longview ISD Foundation—Auxiliary Board  
First United Methodist Church—Board of Stewards  
First United Methodist Church—President, Faithlink Sunday School class

### **Areas of Strength and Expertise**

Extensive IB training  
Served as a member of the State of Texas TEKS-writing Team (QuEST Team) in conjunction with the Texas Education Agency and the University of Texas at Austin.  
Written, received, and directed six grants.  
Planned and organized K-12 curriculum writing for four core subjects—English/language arts, math, science, and social studies.  
Organized and administered four vertical teams—math, science, English/language arts, and social studies.  
Supervised gifted/talented screening and identification process and implementation of program.  
Served as test coordinator for Longview High School—TAAS testing and End-of-Course testing.  
Served as high school and middle school summer school director.  
Implemented credit recovery program at Longview High School.

### **Specialized Training**

Extensive IB training in Administration, Coordination, Program Review, TOK, Extended Essay, and Subject Specific Trainings  
MSAP Magnet Grant Trainings  
New Jersey Writing Project Diamond Level Trainer  
New Jersey Writing Project Reading Trainer  
New Jersey Writing Project Grammar Trainer

SAT/PSAT Learning Systems Trainer  
Learning Systems Study Skills Trainer  
Dana Center Vertical Team Training  
TEKS for Leaders Training

### Work Experience

**2009—2019**      **Head of School, International Baccalaureate Programme**

**Dean of Instruction, Longview High School**

**2004—2009**      **Dean of Instruction, Longview High School**

**2003—2004**      **Assistant Principal, Longview High School, Supervisor of Advanced Academic Services, Longview ISD**

**2001—2003**      **Supervisor of Curriculum, Advanced Academic Services and Fine Arts, Longview ISD, Longview, Texas**

- coordinated development of curriculum, K-12—English, math, science, and social studies
- developed vertical teams—English, math, science, and social studies
- served as New Jersey Writing Project in Texas Site Director and trainer
- chaired the district strategic planning committee for curriculum
- completed the extensive program evaluation for block scheduling
- completed the program evaluation for the New Jersey Writing Project training
- planned and executed district staff development
- planned high school and middle school summer school
- completed two program evaluations—block scheduling and New Jersey Writing Project in Texas
- coordinated Gifted/Talented Pull-Out Program
- conducted Gifted/Talented identification process
- maintained all Gifted/Talented records
- created and implemented the credit recovery program at Longview High School
- chaired district textbook adoption committee and adoption proceedings
- chaired Health/Education Advisory Committee
- supervised Human Growth and Development curriculum
- wrote and administered the Ninth Grade Success Initiative Grant—four years
- wrote and administered Middle School After School grant—four years
- developed and implemented Ninth Grade Summer Academy for students identified at-risk. Sixty students attended the summer academy, participating in two sessions of Algebra I, reading/study skills, and integrated physics and chemistry.
- coordinated middle school UIL competitions
- planned and orchestrated fine arts activities

- planned two art receptions
- implemented CPR training for district health classes

**1999—2001**

**Supervisor of Curriculum, K-12, Longview ISD, Longview, Texas**

- coordinated four vertical teams for the district
- developed human growth and development curriculum, Grades 6-12
- planned and executed district staff development
- monitored implementation of TEKS in Grades 6-12
- provided TEKS training for educators in Grades 6-12
- supervised writing of curriculum in all subject areas, Grades 6-12
- wrote and administered Ninth Grade Success Initiative
- wrote and administered Middle School After School grant
- implemented writing portfolio assessment for all students in Longview ISD
- facilitated the writing of scope and sequence guides for four core subject areas
- coordinated TEKS alignment for math, science, social studies, and English/language arts
- instituted middle school UIL competition for the three middle schools

**1998—1999**

**Supervisor of Secondary Education, Longview ISD, Longview, Texas**

- coordinated four vertical teams for the district
- developed human growth and development curriculum, Grades 6-12
- planned and executed district staff development
- monitored implementation of TEKS in Grades 6-12
- provided TEKS training for educators in Grades 6-12
- supervised writing of curriculum in all subject areas, Grades 6-12
- wrote and administered Ninth Grade Success Initiative
- wrote and administered Middle School After School grant
- implemented writing portfolio assessment for all students in Longview ISD
- facilitated the writing of scope and sequence guides for four core subject areas
- coordinated TEKS alignment for math, science, social studies, and English/language arts
- instituted middle school UIL competition for the three middle schools

**1994—1998 Teacher, AP Coordinator, TAAS Coordinator, SAT**

**Training Coordinator, Longview High School, Longview  
ISD**

- planned, scheduled, and supervised TAAS tests—  
October, February, and May tests
- planned, scheduled, and supervised End-of-Course  
tests
- served as AP coordinator
- coordinated SAT/PSAT preparation course coordinator
- planned and conducted G/T mentorship program
- taught AP English III
- taught Creative Writing
- taught Technical Writing

**1984—1994**

**Teacher, Longview High School, Longview ISD**

- taught 9<sup>th</sup> grade English
- taught 11<sup>th</sup> grade English
- taught 12<sup>th</sup> grade English
- taught Creative Writing
- taught Technical Writing
- served as study skills teacher and coordinator
- served as UIL ready writing sponsor
- taught SAT/PSAT preparation course
- received Mellon grant
- attended four AP summer institutes
- served on Longview High School Site-Based team
- served as *Lupus* literary magazine sponsor

**1971—1973**

**Teacher, Foster Junior High School, Longview ISD**

- taught 7<sup>th</sup> grade English
- taught 8<sup>th</sup> grade English
- taught 9<sup>th</sup> grade English
- sponsored Student Council

**Qualifications:**

New Jersey Writing Project in Texas Trainer  
(intensive year of reading and writing theory and strategies)  
•conducted twelve institutes

New Jersey Writing Project in Texas Reading Trainer  
(intensive year of reading theory and strategies)  
•conducted one institute in district

New Jersey Writing Project Grammar Trainer  
(intensive year of grammar theory and strategies)  
•conducted one institute in district

Grant Writer: Middle School After School Initiative, Ninth  
Grade Success Initiative  
Initiative, Dana Center Grant for Vertical Teaming

PSAT/SAT Trainer  
Study Skills Trainer  
University of Texas/Texas Education Agency QuEST



Team for writing the TEKS for  
English/Language Arts  
Planned and executed TAAS rallies  
Block Scheduling Team  
University of Texas at Tyler Professional Development  
Committee  
Region VII TEKStar Steering Committee

### **Advanced Training:**

|           |   |
|-----------|---|
| Ongoing   | International Baccalaureate Training  |
| 105 hours | New Jersey Writing Project Institute/New Jersey<br>Writing Project of Texas   |
| 30 hours  | New Jersey Writing Project in Texas Reading Week  |
| 30 hours  | New Jersey Writing Project in Texas Grammar Week  |
| 30 hours  | Poetry Alive! Training  |
| 75 hours  | Five AP Conferences:<br>1994 - University of New Mexico at Albuquerque<br>1995 – University of Texas at Dallas<br>1996 – University of Texas at El Paso<br>1997 – Austin ISD<br>1998 – Texas Christian University |
| 30 hours  | Three two-day AP Conferences (College Board)<br>Southern Methodist University<br>Dallas Conference<br>San Antonio Conference  |
| 30 hours  | Three vertical team conferences (College Board)   |
| 24 hours  | Study Skills Training with Susan Rolfe and Nancy<br>Benzon of Dallas  |
| 54 hours  | SAT/PSAT Training—Learning Systems  |
| 40 hours  | Process writing workshops   |
| 20 hours  | Learning Styles Workshop  |
| 20 hours  | Time Management—Junior League of Longview ISD   |
| 30 hours  | Vertical Team training  |
| 90 hours  | HyperStudio Training/Workshop   |

### **Accomplishments:**

Distinguished Alumnus for Longview ISD  
STAR Over Longview—2013  
Dr. Edmund J. Farrell Distinguished Lifetime Service Award  
TAKS State Committee—TEA  
ExCET Committee--SBEC  
Texas State Director for the Achievement Awards in

Writing Contest sponsored by the National  
Council of Teachers of English  
President Texas Council of Teachers of English  
President-elect Texas Council of Teachers of English  
Member, State Textbook Selection Committee  
Secretary of Texas Council of Teachers of English  
Chair of the State of the Profession Committee—Texas  
Council of Teachers of English  
Received two grants from the Longview ISD Foundation  
Co-Chair of Arts in Education Council—Longview  
Museum of Fine Arts and LISD  
Presented four sessions at the annual TCTE Conference  
LHS Site-Based Team  
Mellon Scholar Grant  
Secretary LHS Technology Committee  
Selected as local newspaper's "People of Our  
Community Who Make a Difference" article  
KLSQ Radio Station's "Teacher of the Week"  
Presented at state convention of TCTE  
Newspaper article for Studies Skills class implemented  
at high school  
Secretary of LHS Communications Council/District  
Representative  
TV spot for New Jersey Writing Institute  
Rotary Teacher of the Month

**Professional Organizations:**

Texas Council of Teachers of English; past president  
Current Executive Secretary  
National Council of Teachers of English  
Association for Supervision and Curriculum Development  
Texas Association for Gifted/Talented  
Coalition of Reading and English Supervisors  
Alpha Delta Kappa; past president  
Phi Delta Kappa  
Association of Women Educators

**Extracurricular Activities:**

Ready Writing UIL Sponsor  
Former Z Club Service Organization Sponsor  
Former Co-Sponsor *Lupus* literary magazine  
Sponsored educational tour of Europe  
Former Middle school UIL director

**Community Involvement:**

Longview Museum of Fine Arts—President  
Co-Chairman—Greater Longview Organization for Business  
And Education  
President—East Texas Literacy Council

American Heart Association—Public Relations Chair  
Board Member—East Texas Alliance for Minorities in  
Engineering  
President, Alpha Delta Kappa  
Administrative Board, First Methodist Church  
Board member, East Texas Literacy Council  
Arts in Education Council, chair  
Junior League of Longview—Community Vice-President  
Board of Directors—Kilgore College Texas Shakespeare  
Festival  
Vice President for Community Affairs, Texas Shakespeare  
Festival  
Chairman of Adopt-an-Actor Committee, Texas Shakespeare  
Festival  
Board of Directors—Longview Community Theatre  
President, Belle Lettres Book Club  
Rendezvous Club

**Attachment 7: Application Team Qualifications**

**Margaret Davis, Chair**

Margaret Davis is the Chief Executive Officer (CEO) of the Texas Council for International Studies. She holds a B.A. and M.S. from Baylor University and has completed graduate institutes at the Harvard Graduate School of Education. She serves on the Board of Texas IB Schools and has more than a decade of experience, as an administrator and a consultant, in the implementation of IB programs at public and private schools. Ms. Davis's résumé is included in Attachment 8: School Leader's Qualifications.

**Courtney Gober, Ed.D., Member**

Dr. Gober earned a B.A. from Morehouse College, a M.A. from The University of Michigan, and an Ed.D. from The University of North Texas. He currently serves as Assistant Superintendent for San Antonio ISD and as a Southwest Regional Council member for the College Board. He is a past board member for Texas IB Schools. Dr. Gober's résumé is shown on the following pages.

**Karen Phillips, Member**

Ms. Phillips is the founding Executive Director of Texas IB Schools (TIBS). She holds a B.A. from the University of Texas at Arlington and a M.Ed. from the University of North Texas. She has served on multiple boards including the Commissioner's Council for Gifted and Talented and currently serves on the Board of ConnecTeach. Ms. Phillips's résumé is included in Attachment 6: Board Member Information.

## TCIS ATTACHMENT 7: APPLICATION TEAM QUALIFICATIONS

**Courtney Carson Gober, Ed.D.**  
1380 Leeward Dr, Rockwall TX 75087  
972-979-8284  
email: [courtney.gober@texascis.org](mailto:courtney.gober@texascis.org)

### Education

**Lincoln High School**  
(Ypsilanti, Michigan)

Diploma with honors, June 1996.

**Morehouse College**  
(Atlanta, Georgia)

Bachelor of Arts degree, May 2000.  
*Magna Cum Laude, Phi Beta Kappa*  
Major: History; Minor: Sociology.

**University of Michigan**  
(Ann Arbor, Michigan)

Master of Arts degree, June 2001.  
Educational Studies, Teacher Certification.

**University of North Texas**  
(Denton, Texas)

Doctoral degree (Ed.D.), August 2012  
Educational Administration and Curriculum &  
Instruction

*Dissertation: Superintendent Preparation for the 21<sup>st</sup> Century*

### Work Experience

**Assistant Superintendent, San Antonio ISD, San Antonio, TX.** Responsibilities: Oversee management and instructional leadership of nine (9) campuses: Two 5A High Schools, Two Middle Schools, Two K-8 Academies, and Three Elementary Schools. Served as conduit for the district to the campus, working closely with superintendent, school board and serving on the cabinet. All nine schools were International Baccalaureate (IB) Schools, thus I worked closely with Texas IB School Board of Directors. Collective budget of all schools and my department budget exceeded \$4 million, 600 staff members, and close to 10,000 students.

Significant Accomplishments:

- Served as DCSI for two IR campuses (Year 1 and a Year 2), both campuses exited IR status.
- Implemented IB Diploma Program, Middle Years Programme and Primary Years Programme on nine campuses.
- Worked closely with nine campuses to help them become In-District Charter Schools partner with Texas IB Schools to be a SB1882 Grant recipient (Additional \$1,000 per student)
- Increased campus rating on all nine schools
- Streamlined lesson planning on all campuses
- Retrained all staff on PLC process
- Instituted mandatory instructional walk-throughs on all campuses

**Principal, Rockwall High School (Rockwall ISD), Rockwall, TX.** Responsibilities: Oversee management and leadership of all staff and students. Build relationships and partnerships with families, community members and businesses. Manage budget of \$750,000, 210 staff members, and 2,610 students; develop and implement professional development opportunities for staff. Research and develop learning opportunities to meet the needs of ALL students.

Significant Accomplishments:

- Certified Levels 1 & 2 High Reliability School by Marzano Institute
- Implemented IB Diploma Programme

## TCIS ATTACHMENT 7: APPLICATION TEAM QUALIFICATIONS

- Transitioned Faculty from C-Scope to TRS Curriculum
- Developed and Implemented PLC's across campus
- Developed weekly newsletter for parents and stakeholders
- Significantly increased student and staff morale (demonstrated on survey data)
- Significantly increased school spirit and pride (demonstrated on survey data)
- Changed leadership of ELA, Social Studies and Special Ed departments
- Increased enrollment in AP, IB, and other advanced courses
- Created a principal's and president's council (made up of students)

June 2013 –  
Present

**Principal, Shepton High School (Plano ISD), Plano, TX.** Responsibilities: Same as above.

Budget: \$250k; 163 staff members and 2000 students.

Significant Accomplishments:

- Changed leadership of Assistant Principals
- Reorganized responsibilities of Assistant Principals
- Established vertical alignment team for Foreign Languages
- Created a principal's and president's council (made up of students)

June 2012 –  
June 2013

**Principal, Jasper High School (Plano ISD), Plano, TX.** Responsibilities: Same as above.

Budget: \$250k; 187 staff members and 2050 students.

Significant Accomplishments:

- Oversaw campus renovations
- Created collaboration spaces in hallways
- Implemented Bring Your Own Technology procedure for campus
- Created Jagfest (allow outside vendors to come during lunches on exemption days)
- Created a campus book study group
- Changed Leadership on ELA and Math teams

June 2010 –  
June 2012

**Instructor, Collin County Community College, Allen, TX.** Responsibilities: Taught three courses: *Effective Teaching Practices; Pedagogy and Professional Responsibilities; and Early Field Experience*. These courses were required for graduate students seeking an alternative teaching certification. Spring Semesters 2009, 2010

**Assistant Principal, Williams High School (Plano ISD), Plano, TX.** Responsibilities: Develop and maintain the master schedule, staff appraisal, staffing, coordinate professional development for staff, textbooks, supervise the implementation of the high school curriculum, coordinate all assessments with the counseling staff, and analyze student assessment data to work with teachers to ensure appropriate instruction for student achievement.

July 2005 – June 2010

**Administrative Intern, Williams High School (Plano ISD), Plano, TX.** Responsibilities: Student Management/Discipline, Truancy, Textbooks, Appraisal/Evaluation of Staff, Fire Drill and Safety Reports, Schedule supervision duties, plan awards ceremony, served on multiple campus and district committees.

July 2004 –  
July 2005

## TCIS ATTACHMENT 7: APPLICATION TEAM QUALIFICATIONS

**Teacher, Williams High School (Plano ISD),** Plano, TX. Taught all levels of social studies curriculum.

July 2004

August 2001-

**Student Teacher, Renaissance High School (Detroit Public Schools),** Detroit, MI. Assisted cooperating teacher with social studies lesson planning and instruction.

August 2000 – June 2001

### **District Level Experience:**

Rockwall ISD – District Leadership Team (2017-present); Strategic Planning Committee (2017-present) Bond Planning Committee (2015); Grading Policy Committee (2015); BYOT (2013); Training Aspiring Administrators (2014); Off-Campus PE Guidelines and approvals (2013-present); Design Team for College/Career Academy (2015); Academic Planning Guide Design Team (2014-present); Emergency Drills (2014-present); Cultural Competency Training(2014) Plano ISD - Plano ISD Superintendent Search Committee (2012); PBL Academy Steering Committee (2011-2012); Plano Council of PTA's (2011 – 2012); Bowman Middle School SBIC (2007-2008); Destination Graduation (UNITED WAY) (2007-2010); Diversity Advocacy Committee (2006- 2009); Diversity Steering Committee (2004 – 2009); Williams High School SBIC (2004- 2010); Martin Luther King Program Committee (2003-2009); Textbook Adoption Committee (World Geography) (2002-2003); Teacher of the Year Committee (2002-2003); Plano Education Foundation – Futures Grant Committee (2002-2003) Curriculum Writing Team (World Geography) (2002-2006)

### **Elections and Appointments**

College Board SW Regional Forum – Board of Directors (Elected Position) 2018 - 2021

Texas IB Schools – Board of Directors (Elected Position) 2015 - 2018

University of Texas at Dallas – Teacher Certification Program Advisory Committee 2013 - Present

Collin County Community College Teacher Certification Program Advisory Committee 2008-2011

Member - Principals Institute (of the Visioning Institute) 2012-2013

Delegate – China Bridge Program Partnership between China and The College Board (2 Week Visit to China as

part of the American Delegation, sponsored by the College Board) November 2012

### **Community Involvement**

Williams MS PTA Dad, 2017- present

WatchDOG Parent – Birmingham Elementary School, Wylie ISD 2009-2012

Creek Hollow HOA Vice President 2006-2011

Member, Shiloh Missionary Baptist Church, Plano, TX

City of Wylie – Appointed by Mayor to the Library Board 2008-2011

### **Honors**

Member, *Phi Beta Kappa Honor Society* – Inducted May 2000

Member, Golden Key National Honor Society – Inducted December 1999

Member, *Phi Alpha Theta*, History Honor Society – Inducted April 1999

Honor Roll, Dean's List, 1996-2000

### **Awards**

TASSP Texas Principal of the Year Finalist, 2017

Diversity Leadership Award, Plano ISD (Plano, TX), 2009

## TCIS ATTACHMENT 7: APPLICATION TEAM QUALIFICATIONS

Texas PTA Lifetime Membership, 2005  
Beginning Teacher of the Year, Plano ISD (Plano, TX), 2001-2002

### **Professional Organizations**

Member, Association for Supervision and Curriculum Development (ASCD)  
Member, National Association of Secondary School Principals (NASSP)  
Member, Texas Association of Secondary School Principals (TASSP)  
Member, Texas Alliance of Black School Educators (TABSE)  
Member, Texas IB Schools (TIBS)  
Member, College Board

### **References**

|   |   |  |
|---|---|--|
| Jeff Bailey<br><i>Former Superintendent</i><br>Rockwall ISD<br>214-458-7125   | Sara Bonser<br><i>Superintendent</i><br>Plano ISD<br>214-402-9615               | Billy Pringle<br><i>Former Chief Admin Officer</i><br>Rockwall ISD<br>972-345-6199 |
| Dr. Doug Otto<br><i>Superintendent – RETIRED</i><br>Plano ISD<br>214-274-7811 | Karen Phillips<br><i>Executive Director</i><br>Texas IB Schools<br>972-834-8934 | Dr. Pauline Dow<br><i>Deputy Superintendent</i><br>San Antonio ISD<br>915-203-3498 |



**Attachment 8: School Leader’s Qualifications**

Ms. Margaret Davis was selected by the Board of the Texas Council for International Studies to serve as the inaugural Chief Executive Officer beginning on July 1, 2019. In this capacity, she has guided the implementation of TCIS’s partnership agreement with San Antonio ISD. Management of the TCIS San Antonio schools includes activities such as monthly principal meetings, campus visits, principal goal setting and liaising directly with the Assistant Superintendent for IB. Thorough consultations with LISD partnership principals and the LISD Director for IB, a specific timeline and activities would be developed for the 2020-2021 school year. The TCIS Board manages the CEO and reviews the CEO’s activities on a monthly basis through the CEO’s Board Report. The Board President conducts an annual review of the CEO and presents the findings at the Board’s Spring meeting. Her resume shown below highlights both her school administration experience and her IB experience.

|  |   |
|--|---|
| 6144 Churchill Way<br>Suite A<br>Dallas, TX 75230<br>469.233.4822<br>margaret.davis@texascis.org |   |
| <b>MARGARET WILSON DAVIS</b>   |   |
| <b>PHILOSOPHY</b>  | I am passionate about students and their futures. I believe every student possesses unlimited potential; therefore, I seek to unlock each student’s potential with relevant and meaningful learning through implementation of the International Baccalaureate® (IB) programs. I believe IB programs create life-long learners with strong values and generous spirits.  |
| <b>INTERNATIONAL BACCALAUREATE EXPERIENCE</b>  | District Director of IB and Special Programs<br>Head of School<br>Diploma Programme Coordinator<br>Presenter at IB Conference of the Americas<br>IB Conference of the America Local Arrangements Committee<br>Texas IB Schools Board of Directors, Vice President<br>Texas IB Schools, Government and University Liaison<br>Texas IB Schools, Coordinator of College Fair<br>Texas IB Schools, Consultant   |
| <b>INTERNATIONAL BACCALAUREATE PROFESSIONAL DEVELOPMENT</b>                                      | International Baccalaureate® Heads Conference – The Hague<br>International Baccalaureate® Conference of the Americas/Global Conference – San Francisco, Quebec City, Chicago, New Orleans, Washington, D.C., Miami, Cancun, Orlando, Toronto and San Antonio<br>International Baccalaureate® World Student Conference – Oregon State University, University of Denver, University of Rochester, Kings College London, and University of Rotterdam<br>International Baccalaureate® Diploma Programme – Head of School and Coordination Category 1 and Category 2<br>International Baccalaureate® Diploma Programme – Theory of Knowledge Category 3<br>International Baccalaureate® Diploma Programme – Extended Essay Category 3<br>International Baccalaureate® Diploma Programme – Managing the Extended Essay Category 3 |

TCIS ATTACHMENT 8: SCHOOL LEADER QUALIFICATIONS

|  |   |
|--|---|
| <p><b>TEXAS IB<br/>SCHOOLS<br/>REPRESENTATIVE<br/>SAMPLE OF<br/>PRESENTATIONS<br/>AND ACTIVITIES</b></p> | <p>International Baccalaureate® Diploma Programme – Creativity Activity Service Category 3<br/> International Baccalaureate® Diploma Programme – DP Core Category 3<br/> International Baccalaureate® Diploma Programme Language and Literature Category 2<br/> International Baccalaureate® Middle Years Programme – Coordination and Head of School Category 1 and Category 2<br/> International Baccalaureate® Middle Years Programme – Personal Project Category 3<br/> International Baccalaureate® Primary Years Programme – Coordination and Head of School Category 1 and Category 2<br/> Texas IB Schools Roundtable – 5 Year Review and Implementing the Learner Profile<br/> Texas IB Schools Roundtable – Theory of Knowledge<br/> Texas IB Schools - Diploma Programme Mathematics<br/> Testify on behalf of Texas IB Schools at State Board of Education<br/> IB Continuum – El Paso Independent School District Central Administration<br/> IB Continuum – Grand Prairie Independent School District Board of Trustees and Central Administration<br/> IB Continuum – Magnolia Independent School District Board of Trustees and Central Administration<br/> IB Continuum – Humble ISD Central Administration<br/> IB Continuum – Dallas Independent School District, Hillcrest feeder pattern<br/> IB Continuum – Texas Tech University Department of Education<br/> Consultant to Steering Committee for the IB – Colorado College<br/> IB Diploma Programme and 21st Century Skills – Hurst Euless Bedford ISD<br/> IB Parents’ Network<br/> IB-AP Comparison – Woodrow Wilson High School Improvement Team and Community<br/> Represent Texas IB Schools as a sponsor at University of Southern California Rossier School of Education CERPP Conferences<br/> Represent Texas IB Schools at Garner Carney Leadership Institute at the University of Pennsylvania</p> |
| <p><b>EXPERIENCE</b></p>   | <p><b><i>Texas Council for International Studies</i></b></p> <ul style="list-style-type: none"> <li>• Founding Chief Executive Officer</li> </ul> <p><b><i>Alcuin School</i></b></p> <ul style="list-style-type: none"> <li>• Head of Upper School</li> <li>• Director of International Baccalaureate®</li> <li>• Coordinator of the IB Diploma Programme</li> </ul> <p><b><i>Imagine International School of North Texas</i></b></p> <ul style="list-style-type: none"> <li>• Diploma Programme Coordinator Designate and Regional Consultant for Curriculum</li> <li>• Director/Head of School, K-12</li> </ul> <p><b><i>Longview Independent School District</i></b></p> <ul style="list-style-type: none"> <li>• Curriculum and Instruction, Director of International Baccalaureate (IB) Continuum and Special Programs</li> <li>• Forest Park Magnet School, Head of School/Principal</li> <li>• Curriculum and Instruction, Supervisor of Student Assessment</li> </ul> <p><b><i>Highland Park Independent School District</i></b></p> <ul style="list-style-type: none"> <li>• Curriculum and Instruction, Mathematics Coordinator</li> </ul>   |

TCIS ATTACHMENT 8: SCHOOL LEADER QUALIFICATIONS

**Garland Independent School District**

- Webb Middle School, Assistant Principal
- Webb Middle School, Mathematics Teacher and Department Chairperson
- Brandenburg Middle School, Mathematics Teacher and Department Chairperson
- Club Hill Elementary School, Teacher
- District Improvement Team
- Campus Improvement Team
- District Educational Technology Specialist

**Private Tutor**

- Elementary to post-doctoral students

**The Hockaday School**

- Mathematics Teacher

**Highland Park Independent School District**

- University Park Elementary School, Teacher

**Dallas Independent School District**

- Clinton P. Russell School, Mathematics Teacher

**EDUCATION** **Ed.D.** A.B.D. Texas A&M University-Commerce

**M.S.** Baylor University

**B.A.** Baylor University

**Post Graduate Certificate Programs:**

Harvard Graduate School of Education Art of Leadership Institute Certificate

Harvard Graduate School of Education Urban Leaders Institute Certificate

University of California, Berkley Lawrence Hall of Science Great

Explorations in Science and Mathematics (GEMS) Certificate

Rice University Certificate in College Counseling

**PUBLICATIONS** Created the concept and guided the development of the **International Baccalaureate Learner Profile Book Series** published by The Trevor Romain Company

Contributor to **2004 Smart Teaching: Aligning Daily Curriculum and Instruction with TAKS** edited by Dr. John Crain and published by Dallas County Schools

Contributor to 2003 Smart Teaching: Aligning Daily Curriculum and Instruction with TAKS edited by Dr. John Crain and published by Dallas County Schools

**HONORS** **2010 International Best Practices Award for Administrators Working with At-Promise Youth** Runner-up selected by Reaching At+Promise Youth Association

**2008 Raise Your Hand Texas Harvard Principal**

**PTA Life Membership** presented by Webb Middle School PTA

**National Phoebe Appears Hearst Outstanding Educator Award**

nominated by Parent Teacher Association (PTA)

TCIS ATTACHMENT 9: FINANCIAL PLAN

Attachment 9: Financial Plan

| Budget Code  | Account Title                                     | Budget              |
|--------------|---|---------------------|
| <b>6100s</b> | <b>Payroll Costs</b>                              | <b>\$175,000.00</b> |
| 6119.1       | TCIS CEO Salary and Benefits                      | \$75,000.00         |
| 6119.2       | TCIS CAO Salary and Benefits                      | \$100,000.00        |
| <b>6200s</b> | <b>Professional and Contracted Services</b>       | <b>\$182,000.00</b> |
| 6211         | TCIS Legal Services                               | \$25,000.00         |
| 6212         | TCIS CPA / Audit                                  | \$5,000.00          |
| 6259         | TCIS Property Utilities                           | \$6,000.00          |
| 6269         | TCIS Property Lease / Rental                      | \$18,000.00         |
| 6299.1       | TCIS Business Manager/Bookkeeper Consultant       | \$18,000.00         |
| 6299.2       | TCIS LISD Executive Director Stipend and Benefits | \$60,000.00         |
| 6299.3       | LISD Consultant(s)                                | \$50,000.00         |
| <b>6300s</b> | <b>Supplies and Materials</b>                     | <b>\$24,500.00</b>  |
| 6396         | TCIS Software and Subscriptions                   | \$1,000.00          |
| 6398         | TCIS Office Equipment                             | \$5,000.00          |
| 6399         | TCIS and LISD Supplies                            | \$3,500.00          |
| 6399         | LISD TCIS Teacher Conference                      | \$15,000.00         |

TCIS ATTACHMENT 9: FINANCIAL PLAN

|              |  |                     |
|--------------|--|---------------------|
| <b>6400s</b> | <b>Other Operating Costs</b>   | <b>\$164,000.00</b> |
| 6411         | Professional Development - TCIS Staff                                | \$30,000.00         |
| 6413         | LISD School Staff Stipends   | \$20,000.00         |
| 6419         | TCIS Board Meetings (Travel, Materials, Lodging)                     | \$20,000.00         |
| 6429         | TCIS Board Insurance   | \$4,000.00          |
| 6495         | LISD Professional Development - School Staff                         | \$40,000.00         |
| 6496         | LISD Advertising/Marketing   | \$20,000.00         |
| 6498         | LISD School Incentives (Attendance / Awards)                         | \$30,000.00         |
| <b>9999</b>  | <b>Planned Carryover</b>   | <b>\$92,020.00</b>  |
| 9999         | TCIS Planned Carryover   | \$92,020.00         |
| <b>Total</b> | <b>Expenditures</b>  | <b>\$545,500.00</b> |
| <b>199</b>   | <b>Revenue General Fund (\$130.00 per student for 4904 students)</b> | <b>\$637,520.00</b> |

## TCIS ATTACHMENT 10: BUDGET RATIONALE

### **Attachment 10: Budget Rationale**

According to the Raise Your Hand Texas website showing potential 1882 funding by district, Longview ISD would receive about \$1,593 per ADA (average daily attendance). (source: <https://coregis.github.io/ryht-1882/>). TCIS proposes a management fee of \$130.00 per enrolled student as counted in the fall snapshot. The \$130.00 per enrolled student management fee will be paid by LISD out of the 30% reserve fund. Based on an enrollment of 3878 students, the TCIS projected budget would be \$504,140.00. \$504,000.00 was used to build the proposed budget. The budget includes a planned carryover contingency fund of \$100,000.00 to meet any unexpected expenses or reductions in state funding.

Because TCIS operating costs will be shared by the LISD schools and San Antonio ISD schools, 24% of the TCIS budget will be used to support exemplary implementation of the IB at the schools. Funding designated for TCIS's LISD schools are marked as "LISD" in the proposed budget. TCIS is committed to maximizing the funding benefit for the schools. Campuses will also receive 70% of 1882 funds for campuses budgets. The use of these funds will be approved by the TCIS Board at the November 2020 meeting for the 2010-2021 school year. Subsequent campus budgets will be approved at TCIS's summer Board meeting.

Campus needs to be funded through the TCIS budget would be identified by the campus principal as part of the principal evaluation process. For example, a successful Texas IB teacher would be employed as a consultant to assist in the development of TEKS aligned units of inquiry for Hudson PEP Elementary School or Ned E. Williams Elementary Schools. The consultants assigned by the IB to campuses are not only greatly limited in the time available, but also not necessarily from Texas. They have expertise in the IB but may lack expertise in using the IB to extend the TEKS.

All remaining 1882 funding would be included in the campus budgets.

**Supplementary Attachment 1: Service to Similar Populations**

TCIS currently manages and operates 8 schools in San Antonio ISD:

- Burbank HS
- Jefferson HS
- Harris MS
- Fenwick Academy PreK–8
- Woodlawn Academy PreK-8
- Briscoe ES
- Huppertz ES
- Woodlawn Hills ES

These schools have populations equal to or greater than the current demographic diversity of the four proposed Longview ISD campuses. The TCIS San Antonio schools have ELL and Economically Disadvantage populations of 90% or higher. The Special Education populations are 8% or higher.

TCIS began management of the San Antonio schools in July 2019 and, therefore, does not have STAAR / EOC data available.

## TCIS SUPPLEMENTAL ATTACHMENT 2: FINANCIAL HEALTH

### **Supplemental Attachment 2: Financial Health**

The first fiscal year ends on June 30, 2020. The first financial audit will be performed in fall 2020, submitted to the Board in November 2020 and available on the TCIS website in December 2020.



TCIS SUPPLEMENTAL ATTACHMENT 3: DRAFT PERFORMANCE AGREEMENT

**SUPPLEMENTAL ATTACHMENT 3: PERFORMANCE AGREEMENT**

TCIS proposed the following draft performance agreement. TCIS reserves the right to made revisions based on LISD recommendations or recommendations by counsel.

**PERFORMANCE AGREEMENT BETWEEN LONGVIEW ISD AND TEXAS COUNCIL FOR INTERNATIONAL STUDIES.**

This Performance Agreement (the "Agreement") is made and entered into as of the execution date by and between LONGVIEW INDEPENDENT SCHOOL DISTRICT, a public independent school district and political subdivision of the State of Texas, ("Longview ISD" or "LISD") and TEXAS COUNCIL FOR INTERNATIONAL STUDIES, a Texas Nonprofit Corporation ("TCIS"), (together, the "Parties") to set forth the terms and conditions under which TCIS will provide educational services to LISD pursuant to a performance contract authorized and executed pursuant to TEX. EDUC. CODE §§11.157 and 12.0531. The Parties further acknowledge that the educational services performed hereunder, and as described below will be delivered by TCIS in its capacity as a district authorized campus charter operator established and conducting business under the provisions of Section 12.0522, Texas Education Code. In accordance with the provisions more fully set forth below, TCIS will partner with the District to operate and manage the following campuses under the provisions of Section 12.0522: Hudson PEP Elementary School, Ned E. Williams Elementary School, Foster Middle School, and Longview High School (the "Schools").

**ARTICLE I.**

**RECITALS**

- 1.1 **Longview Independent School District.** LISD is an independent school district created within the laws of Texas.
- 1.2 **Authority to Contract.** The Board of Trustees of LISD is empowered by Texas Education Code, Sections 11.157 and 12.0522, to contract with a public or private entity for that entity to provide educational services for the district as a campus charter operator.
- 1.3 **Non-Profit Organization.** TCIS is a Texas nonprofit organization, pending exemption from taxation under Section 501(c)(3), Internal Revenue Code of 1986 (26 U.S.C. Section 501(c)(3)).
- 1.4 **Status as a Charter Organization.** TCIS has been granted status as a Charter Organization by LISD pursuant to Section 12.0522. As provided by Longview ISD board policy ELA(Local) and Texas Education Code Section 11.174, Longview ISD hereby contracts to partner with TCIS to operate each of the Schools as a district-authorized campus charter under Texas Education Code Section 12.0522. Each campus charter shall be governed by the terms of this Agreement.

- 1.5 **Consultation.** LISD has consulted with campus personnel regarding provisions to be included in this Agreement. As set forth below, LISD recognizes and has taken active measures to ensure that all rights and protections afforded by current employment contracts or agreements shall not be affected by this Agreement.
- 1.6 **Consideration.** In consideration of the mutual agreements set forth in this Agreement, and for other good and valuable consideration as set forth herein, the Parties agree as follows:

## ARTICLE II.

### PURPOSE OF AGREEMENT

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

## ARTICLE III.

### DEFINED TERMS

- 3.1 **School.** School or Schools has the meaning assigned in the Texas Administrative Code §97.1051(3) and includes all components of the operation of each individual campus as well as the campuses collectively where appropriate, including, without limitation, the grade levels served, the courses taught, the instructional materials,

scheduling, and other services, and the other responsibilities associated with school operation. The Schools shall partner with LISD on matters such as staffing, budgetary allocations, transportation and other responsibilities associated with school operation in the manner and in those areas set forth below.

- 3.2 **Facilities.** Facilities are defined as a building and related equipment, furnishings, and property improvements, including any athletic fields and related improvements, and the land on which the building and related improvements are located as more fully defined in Article XI.
- 3.3 **Material Breach.** A “material breach” of this Agreement shall include the failure of a Party to comply with or fulfill any material obligation, condition, term, representation, warranty, provision, or covenant contained in this Agreement, including without limitation any failure by TCIS or LISD to meet generally accepted fiscal management and government accounting principles, comply with Applicable Law, state agency rule, or meet the student outcome goals required by this Agreement.

#### ARTICLE IV.

##### RELATIONSHIP OF THE PARTIES

- 4.1 **Nature of Relationship.** The relationship between the Parties hereto shall be that of contracting parties. TCIS will operate as an independent contractor to LISD and will be responsible for delivering the services required by this Agreement. The relationship between and among the Parties was developed and entered into through arms-length negotiations and is based solely on the terms of this Agreement and such contracts and agreements as may be created in the future from time to time between the Parties and reduced to writing.
- 4.2 **No Agency.** Neither Party will be the agent of another except to the extent otherwise specifically provided by this Agreement. Neither Party has the express or implied authority or will in any case represent to third parties, and will whenever needed disclaim to such parties, any ability to bind the other Party to any duty imposed by contract, other than this Agreement. Any amendment hereto shall be in writing, approved by both parties.
- 4.3 **No Common Control.** Neither Party is a division, subsidiary, affiliate, or any part of the other Party or has the right or authority to exercise any common control of any other Party. Nothing herein will be construed to create a partnership or joint venture by or between LISD and TCIS.
- 4.4 **Assurance of Independence.** TCIS governing body shall remain independent of LISD. No member of the Boards of either of the Parties hereto may serve as a board member of the counter-party.

## ARTICLE V.

### APPLICABLE LAWS

5.01 **Scope of Applicable Law.** The Parties understand and agree that certain laws and regulations that apply to other schools within LISD may not apply to the Schools or its operation because of the grant of a campus charter under Texas Education Code, Chapter 12, Subchapter C. The Parties agree that, except as provided in this Agreement or required by Applicable Law, no provision of Texas law otherwise applicable to a governing body or school, or rule or guideline, shall apply to the School or its operation.

5.02. **Compliance with Applicable Law.** The Parties shall perform their respective obligations under this Agreement in compliance with all laws and regulations that do apply to each School or its operations (collectively, "Applicable Law"), as may be amended from time to time. The Parties stipulate that Applicable Law includes, but is not limited to, Title VI of the Civil Rights Act of 1964, as amended; Title VII of the Civil Rights Act; Title IX of the Education Amendments of 1974; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Americans with Disabilities Act; the Individuals with Disabilities in Education Act; the Family Educational Rights and Privacy Act of 1974 ("FERPA"); the Every Student Succeeds Act to the extent specified in the Act; the Texas Education Code to the extent the School is not exempt; record retention laws and conflicts of interest laws under the Texas Local Government Code; the Texas Local Government Code, to the extent it applies to school districts; the Texas Open Meetings Act and Texas Public Information Act under the Texas Government Code; and any amendments, interpretations, and reauthorizations of the foregoing.

## ARTICLE VI.

### GOVERNING POLICIES

- 6.1 **Limitation on Authority.** All direct educational services necessary for operation of the Schools not specifically reserved for provision by LISD under this agreement shall be subject to the control and management responsibility of TCIS, as long as such delegation is permitted by state and federal law. A service is deemed to be subject to the control and management responsibility of TCIS if TCIS performs the service, contracts for its performance, approves a cost allocation plan for LISD to perform the service on behalf of TCIS, or otherwise ensures and oversees provision of the service.
- 6.2 **Policy Election.** For purposes of maintaining transparency and consistency in its operations and TCIS elects to operate in accordance with applicable published

LISD Board Policies except those specified below or others approved, in writing, and adopted by TCIS. In order to develop a bold and impactful learning environment for students, TCIS is granted the following waivers from Longview ISD board policies:

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

- 6.3 **Adoption and Publication of School Policies.** For those policies that are excluded under the provisions of Section 6.2 and for other policies that are excluded as agreed by the parties, TCIS will adopt written policies addressing those matters excluded. TCIS will provide proposed policies or proposed amendments to policies currently in effect, in draft form, to LISD for review and comment no later than 30 days prior to the meeting at which the policies are to be considered for adoption or amendment by the TCIS Board. LISD will publish TCIS's adopted policies and LISD Board Policies, applicable by law or by election under this agreement, on the School's Internet website.
- 6.4 **Future Waivers.** The Parties will collaborate in applying for waivers from any restrictions imposed by Applicable Law when it is jointly determined that such waiver would expand opportunities for students enrolled in the School. If LISD is relieved from compliance from certain state or federal law or regulation through a waiver, adoption or amendment of a local innovation plan under Chapter 12A, Texas Education Code, the School is automatically relieved from compliance regardless of whether such relief is addressed in this Agreement. Further, if a waiver from a local policy, procedure, protocol or other requirement is granted to another school in the district, and the policy is not waived by this Agreement, the waiver applies to the School unless LISD notifies the School in writing within 60 days of the waiver's application to the other school.
- 6.5 **Exemption.** The campuses subject to this agreement are exempt from laws and rules to the fullest extent allowed by TEC, Chapter 12, Subchapter C, and is exempt from all district policies except for laws, rules, and policies that are specifically identified as applicable to the campus in the performance contract.

## ARTICLE VII.

### PERFORMANCE REQUIREMENTS

- 7.1 **Student Outcome Goals.** The primary responsibility of TCIS under this Agreement is to ensure that the annual student outcome goals specified in **Addendum 1** are achieved. Under the anticipated Lone Star Governance process to be put in place at LISD, these student outcome goals will be reviewed

monthly and amended annually by the parties based on updated data.

- 7.2 **Performance Measurement, Methods, and Timeline.** The Parties agree that achievement of annual student academic and financial performance targets agreed upon by the Parties and specified in **Addendum 1** will be determined using the methods, indicators, and timelines specified that Addendum.
- 7.3 **Performance Consequences.** The Parties agree to specific consequences in the event that the operating party does or does not meet the annual academic or financial performance expectations and goals described in **Addendum 2**.
- 7.4 **Responsibilities of TCIS.** The Board of Directors of TCIS agrees that it is responsible for ensuring that TCIS achieves performance goals specified in **Addendums 1** and is obliged to oversee management of the Schools and intervene as required to ensure that performance goals are achieved.

## ARTICLE VIII.

### SCHOOL OPERATIONS

- 8.1 **Operational Autonomy.** TCIS shall have full autonomy with respect to School operations. Domains of autonomy specified in this Agreement are intended as illustrative and do not represent an exhaustive listing.
- 8.2 **Governing Structure.** Subject to the terms of this Agreement, the Board of Directors of TCIS will operate the Schools through a Chief Executive Officer. The Chief Executive Officer will oversee all School operations.
- 8.3 **Board of Directors.** TCIS represents that a true and accurate list of its current Board of Directors ("Directors") is attached to this Agreement as **Addendum 4**. If there is any change to the Directors during the Term of this Agreement, TCIS shall provide notice to LISD of the change within 30 days.
- 8.4 **Budgetary Authority of TCIS.** As provided by Article XII (Financial Matters), below, TCIS shall have exclusive authority to approve and amend the "TCIS Budget" for the School, comprising not less than **70%** of the funding allocation identified in Section 12.1 below. The remaining funds allocated to TCIS in Section 12.1 below, comprising not more than **30% less \$130.00 per enrolled student management fee** of such allocation, shall be the "LISD Reserve," which shall be expended by LISD personnel for central office and other common or joint costs of the education of the students enrolled at the School as provided by Article XII. Funds shall be paid from the LISD Reserve under a cost allocation plan agreed to by LISD and TCIS that attributes central office and other common expenses to the several Longview ISD campuses pro rata by campus ADA. The

## TCIS SUPPLEMENTAL ATTACHMENT 3: DRAFT PERFORMANCE AGREEMENT

Parties' approval of the cost allocation plan as part of its budget adoption process authorizes LISD to pay expenses according to the plan on behalf of students enrolled in the Schools.

- 8.5 **Grade Levels.** Beginning in the 2020-2021 school year the Schools will serve students in grade levels PK - 12.
- 8.6 **Attendance Area.** The School's attendance area ("Attendance Area") shall be defined as the LISD geographical boundaries, including transfer students as appropriate and subject to TEC 12.065.
- 8.7 **Enrollment Policies.** Any student who resides in the Attendance Area of the district campus as it existed before the operation of the district campus under this contract may attend the Schools and may not be refused enrollment. If there are additional spots remaining, they shall first be filled by the students who reside in the district and then filled by students who reside outside the school district. The Parties will collaborate and agree on a process for enrollment of students into the School.
- 8.8 **Schedule.** The TCIS 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. TCIS agrees to provide this information to LISD no later than 90 days before start of school and to confer with LISD prior to altering.
- 8.9 **LISD Meetings, Initiatives, and Training.** School staff will not be required to participate in LISD training events or other meetings unless directed by TCIS. TCIS agrees that all School staff will comply with training requirements under Applicable Law.
- 8.10 **Contractor Criminal History Background Checks.** TCIS will require criminal history background checks on all vendor and contractor personnel who enter the School or any LISD campus or building.
- 8.11 **Technology Infrastructure; Network Services.** LISD shall be responsible for providing, repairing, and maintaining technology infrastructure and network services at the School to the extent reasonably necessary to permit TCIS to establish its own internet and phone service at the School of a standard reasonably comparable to other LISD schools. TCIS shall provide LISD with a list of equipment purchased and collaborate for consistency between the standard equipment and needs of the School. The initial information technology equipment located at the School as of the commencement of the Term is included in the defined term equipment under Article XI.



- 8.12 **Media Requests.** The Parties agree to collaborate regarding any media requests or press releases related to the School, prior to responding to any media request or making a press release and further agree that any statement made will have prior approval by each Party. This requirement does not apply to general communications regarding TCIS or LISD that may include references to the School.
- 8.13 **Communications with Parents.** The Parties agree to jointly approve a protocol for both general and urgent communications with parents within 60 days of the execution of this Agreement.

## ARTICLE IX.

### STAFFING

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

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

- Section 16.2, relating to “Personnel Evaluation, Employment, Assignment, and Discharge,”
- Section 16.3, relating to “Duties of TCIS’s Chief Executive Officer or CEO,” and
- Section 16.4, relating to “Support for TCIS’s Chief Executive Officer.”

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

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

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

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

## ARTICLE X.

### ACADEMIC PLAN

- 10.1 **Curriculum and Program.** TCIS will have sole authority to approve all curriculum decisions beyond the minimum requirements outlined in 19 TEX. ADMIN. CODE § 74.2 (relating to Description of a Required Elementary Curriculum) or 19 TEX. ADMIN. CODE § 74.3 (relating to Description of a Required Secondary Curriculum), lesson plans, instructional strategies, and instructional materials, as defined in TEX. EDUC. CODE § 31.002(1), to be used at that campus. This includes sole authority over educational programs for specific identified student

groups, such as gifted and talented students, special education students, English language learners, students at risk of dropping out of school, and other statutorily defined populations.

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

## ARTICLE XI.

### FACILITIES

- 11.1 **Facilities.** LISD agrees to provide facilities, in the form of classrooms, office furniture, and equipment and storage areas, for the School under the terms set forth herein, and provide utilities consistent with past practices regarding LISD's campuses and other facilities now in use by the Schools.

- 11.2 **Ownership.** The Parties acknowledge that all Facilities are owned by LISD.
- 11.3 **Permitted Use.** Beginning on July 1, 2020 (“Possession Date”), and during the Term of this Agreement, TCIS may use and occupy the Facilities solely for the operation of the School as permitted by this Agreement and Applicable Law. To the extent TCIS wishes to have access to Facilities prior to this date for the purpose of preparing for the 2020-2021 school year, such possession will be at no cost or expense to TCIS and in accordance with LISD Policies. After Possession Date, to the extent TCIS wishes to use the Facilities for educational activities, separate from the School but not associated with its educational programs described by **Addendum 4**, TCIS will seek prior approval from LISD, and such approval shall not be unreasonably denied, but any costs for such facility use, as determined in accordance with LISD’s facilities use policies found in District Policy GKD (Local), and shall be reimbursed to LISD by TCIS.
- 11.4 **Furniture and Equipment for Classrooms and Instructional Areas.** In conducting its educational activities under the terms of this Agreement, TCIS shall be entitled to the full use of such the furniture and equipment in place at the facilities where TCIS’s activities are being conducted. TCIS will be entitled to the continued use of all existing chairs, desks, bookcases, bookshelves, file cabinets, computer tables, conference tables, and other furniture currently located at the location of TCIS’s operations under this Agreement. Such furniture and equipment will be substantially the same as furniture and equipment provided in other classrooms for the same grade level and/or same subject at LISD. TCIS also may furnish other furniture, fixtures, and equipment, at its cost and expense, as TCIS determines is require it implement the Program. The title to all furniture and equipment supplied by LISD for use by TCIS remains vested in LISD. TCIS and LISD will ensure that all property is asset tagged to clearly identify ownership. Each organization shall maintain an inventory list of all its assets located at the school.
- 11.5 **Fixtures and Alterations.** TCIS may attach non-permanent materials and fixtures to the walls of the LISD classrooms, but may not make any other alterations (including fixtures) in or to the TCIS classrooms or any other part of the LISD facilities used by TCIS for TCIS that would alter the walls, floors, or any other permanent structure of the LISD Premises, without the express written consent of LISD.
- 11.6 **Janitorial Services.** LISD shall provide janitorial services to the area used by TCIS in the same manner and at the same level as for the remainder of LISD. The cost of the provision of Janitorial Services by LISD has been factored into the budget negotiations for this Agreement. Non-school activities covered by District Policy GKD (Local) are not included in the budget and shall be charged in accordance with such policy.

- 11.7 **Maintenance Services.** TCIS shall maintain the School classrooms and any other portion of the LISD Premises, such as office space and storage area used exclusively for TCIS in a neat and orderly manner. Both Parties shall comply with the Applicable Laws regarding standards of safety and health of students. LISD shall be responsible for routine maintenance and major repairs of TCIS's designated facilities for the Schools, including upgrades, HVAC equipment, roof repairs, and parking lot repairs. The cost of the provision of Maintenance Services by LISD has been factored into the budget negotiations for this Agreement.
- 11.8 **Insurance Coverage.** LISD on behalf of TCIS, from the LISD Reserve portion of its allocation described in Section 12.1 below, will maintain insurance throughout the Term of this Contract as described below. The insurance required under this Contract shall be as follows:
- a. Comprehensive or commercial general liability insurance for not less than the limits imposed by the Texas Civil Practice and Remedies Code § 101.023(b) and Texas Education Code § 22.0514;
  - b. LISD shall maintain property/casualty insurance of all of its buildings and their contents in amounts equal to the replacement costs of such buildings or their contents. Neither Party Will be responsible for the negligence or liability of the other Party;
  - c. LISD shall maintain Workers Compensation insurance as may be required by Applicable Law for its employees and TCIS shall maintain Workers Compensation insurance for the TCIS Chief Executive Officer;
  - d. Each Party may elect to carry what other insurance that Party decides is necessary or advisable for its obligations under this Contract. Such insurance will be written to cover claims incurred, discovered, manifested, or made during or after the Term; and
  - e. Automobile insurance to cover losses for motor vehicle accidents by that Party's employees and that Party's vehicles.
- 11.9 **Surrender of the Facilities.** On the termination of this Agreement, TCIS shall leave the Facilities in good condition and repair, reasonable wear and tear excepted. TCIS shall return and surrender to LISD all keys, security access cards, mailbox keys, and keys to interior doors and improvements that were provided to TCIS by LISD. The obligations under this Section shall survive the termination of this Agreement.
- 11.10 **Forfeiture for Breach of Contract.** It is mutually understood and agreed that any material failure by LISD to perform under this Article XI that remains uncured

after receipt of ten (10) days written notice shall be considered a material breach.

## ARTICLE XII.

### FINANCIAL MATTERS

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

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

a. **TCIS Budget.**

LISD shall allocate to TCIS a management fee of \$130.00 per enrolled student to be paid directly to TCIS. LISD shall allocate to TCIS schools *not less than 70%* of the allocation identified in Section 12.1 above, and shall set this portion of the allocation aside in a special reserve account under the exclusive control of TCIS. The TCIS Budget may be set by TCIS for the education of its students in any manner determined appropriate by the TCIS Board of Directors, limited only by Applicable Law.

b. **LISD Reserve.** LISD may reserve *not more than 30% less \$130.00 per enrolled student* of the allocation identified in Section 12.1 above in an LISD Reserve, which shall be expended by LISD for central office and other common or joint costs of the education of the students enrolled at the Schools as provided herein.

12.3 **Calculation of Funding Allocation.**

a. As a part of the budget development process for each fiscal year of this Agreement, LISD and TCIS shall agree upon an estimate of the allocation to TCIS. The funding calculations shall be primarily based upon PEIMS final

## TCIS SUPPLEMENTAL ATTACHMENT 3: DRAFT PERFORMANCE AGREEMENT

attendance reporting from the preceding school year as well as other data sources specific to the source of funds. The calculations may also include any projected ADA or other changes to revenues agreed upon by the Parties.

- b. Not earlier than January 15 of each year, LISD shall provide TCIS the fall PEIMs data submissions and other data updates as appropriate for the purpose of adjusting the estimates set forth in Section 12.3(a), above to reflect changes in ADA-calculated formula revenues.
- c. No earlier than July of each year, LISD shall provide TCIS the summer PEIMs initial data submissions and other data updates as appropriate for the purpose of adjusting the estimates set forth in Sections 12.3(a) and (b), to reflect changes in ADA-calculated formula revenues.
- d. Changes in allocations for grant and special project funding shall be made at the time such grant funding becomes available.

### 12.4 Distribution/Availability of Funds to TCIS.

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

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

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

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

- a. LISD Reserve funds under Section 12.2(b) above shall remain under the exclusive control of LISD, and shall be expended for the education of the students enrolled at the Schools under a cost allocation plan agreed to by LISD and TCIS that attributes central office and other common expenses to the several Longview ISD campuses pro rata by campus ADA. LISD Board of Trustees' approval of the cost allocation plan as part of its budget adoption process shall authorize LISD to pay School expenses according to the plan on behalf of students enrolled at the Schools. All expenditure determinations shall be made in accordance with all applicable purchasing, and wage and hour laws, both State and Federal.
- b. TCIS Budget funds under Section 12.2(a) above shall be set aside by LISD in a special reserve account, which may be requisitioned and managed at the sole discretion of the TCIS Board of Directors or its expressly designated agent. TCIS Budget funds may be expended by LISD personnel to cover repetitive expenses of the Schools, such as wage and benefit payments, based upon a standing authorization of the TCIS Board, or they may be expended by LISD personnel based upon a single, stand-alone spending decision by the TCIS Board of Directors or its expressly designated agent.
- c. The parties shall jointly develop and ensure the utilization of internal accounting control mechanisms necessary to ensure that all funds drawn from the LISD Reserve and the TCIS Budget shall be properly allocated to the LISD Reserve and the TCIS Budget, respectively and that all required accounting data necessary for the proper recording of the item of expenditure is properly recoded at the point when the transaction is authorized and made.
- d. LISD agrees to maintain a current accounting of all transactions made from the LISD Reserve and the TCIS Budget and to keep TCIS continuously updated upon the status of the LISD Reserve and the TCIS Budget and all encumbrances thereon of which LISD is aware.

**12.6 Employee Wage and Benefit Payments.** Except for the TCIS Chief Executive Officer position and others as may be agreed, in order to ensure the maintenance of employee rights and contractual benefits, all educational service providers assigned to a campus or program under the control of TCIS by virtue of this Agreement, shall remain an employee of LISD. All salaries, deductions and/or benefits paid to or on behalf of these employees shall be deducted by LISD from the TCIS Budget, described in Section 12.2 above as those funds are paid to or on behalf of the employee. All other costs for such employees such as worker's compensation coverage shall be similarly deducted. TCIS admits knowledge of



and agrees that LISD's obligation hereunder for payment of Federal and/or State grants is limited to and expressly subject to receipt of any funds from the Texas Education Agency. In the event LISD is ever required to refund any funds received from TEA specifically designated for any Federal or State grant program, it is understood and agreed that TCIS shall be liable for and shall forfeit and refund to LISD such amounts allocated to it.

- 12.7 **Contracting, Purchasing and Procurement.** LISD is responsible for establishing school-level systems for obtaining, contracting with, and paying its vendors for goods it acquires and services it provides under this Agreement. TCIS will ensure compliance with LISD local Board policies and applicable state and federal contracting and payment rules and regulations. Funds allocated to TCIS under Section 12.2 above shall be set aside by LISD in a special reserve account which may be requisitioned at the sole discretion of the TCIS Board of Directors or its expressly designated agent. As provided by Section 12.5 above, the TCIS Chief Executive Officer shall have sole signature authority over expenditures and budget revisions within the TCIS Budget. LISD personnel shall have sole signature authority over expenditures from the LISD Reserve subject only to the cost allocation plan approved as provided by Section 12.5(a) above.
- 12.8 **Accounting and Audits.** TCIS shall comply with generally accepted fiscal management and accounting principles. In addition to any audits required by Applicable Law, TCIS shall submit to LISD within 180 days following the end of TCIS's fiscal year during the Term of this Agreement financial statements audited by an independent certified public accountant. TCIS agrees to comply with all rules, regulations, ordinances, statutes, and other laws, whether local, state or federal, including, but not limited to, all audit and other requirements of the Single Audit Act of 1984. In the event an audit occurs and any expenditures relating to this Agreement are disallowed, TCIS agrees to reimburse LISD immediately for the full amount of such. TCIS will provide receipt of an unqualified audit opinion.
- 12.9 **District Services at Cost.** TCIS is operating as a campus charter school, and so district fees imputed to TCIS for services provided by LISD may not exceed actual cost.

### ARTICLE XIII.

#### RECORDS AND REPORTING

- 13.1 **Records Management System.** TCIS shall implement a records management system that conforms to the system required of school district under the Local Government Records Act, Section 201.001 *et seq.*, Local Government Code, and rules adopted thereunder; provided, that records subject to audit shall be

retained and available for audit for a period of not less than five (5) years from the latter of the date of termination or renewal of the contract.

- 13.2 **State and Federal Reporting.** TCIS shall report timely and accurate information to LISD as necessary for LISD to comply with all applicable state and federal requirements. TCIS shall report information in the manner requested by LISD and correct any demonstrable errors as requested by LISD provided that the manner of reporting or correction requested is not unduly burdensome to LISD.
- 13.2 **Lawful Disclosure.** To the extent that TCIS or LISD will come into possession of student records and information, and to the extent that TCIS or LISD will be involved in the survey, analysis, or evaluation of students' incidental to this Agreement, both parties agree to comply with all requirements of the Family Educational Rights and Privacy Act and the Texas Public Information Act. In the event that LISD is required to furnish information or records of the School pursuant to the Texas Public Information Act, TCIS shall furnish such information and records to LISD, and LISD shall have the right to release such information and records. Either TCIS or LISD may object to disclosure of information and records under the Family Educational Rights and Privacy Act or the Texas Public Information Act.

#### ARTICLE XIV.

##### INTELLECTUAL PROPERTIES

- 14.1 **Proprietary Materials.** Each of the Parties shall own its own intellectual property including without limitation all trade secrets, know-how, proprietary data, documents, and written materials in any format. Any materials created exclusively by LISD for the Schools shall be owned by LISD, and any materials created exclusively by TCIS for the Schools shall be TCIS's proprietary material. The Parties acknowledge and agree that neither has any intellectual property interest or claims in the other Party's proprietary materials. Notwithstanding the foregoing, materials and work product jointly created by the Parties shall be jointly owned by the Parties and may be used by the individual Party as may be agreed upon by both Parties from time to time.
- 14.2 **Name.** TCIS owns the intellectual property right and interest to the name "TEXAS COUNCIL FOR INTERNATIONAL STUDIES." The Parties agree that the name "TEXAS COUNCIL FOR INTERNATIONAL STUDIES" may be used by either Party during the Term of the Contract. The Parties agree that after the expiration or termination of this Contract, LISD will not use the name "TEXAS COUNCIL FOR INTERNATIONAL STUDIES" for its own individual purposes.

**ARTICLE XV.**

**TERM AND TERMINATION**

- 15.1 **Term.** The term of this Agreement shall begin on the Commencement Date and end on July 31, 2025 (“Term”). This Agreement is subject to the termination provisions below.
- 15.2 **Termination by Mutual Consent.** This Agreement may be terminated at any time by mutual written agreement of TCIS and LISD if termination is effective no sooner than the end of the then current school year.
- 15.3 **Termination Rights of Both Parties.** Either Party may immediately terminate this Agreement in the event that the other Party fails to remedy a material breach of this Agreement within thirty (30) days after written notice by the non-breaching Party of such breach; provided, however, that if the breach would affect the safety or well-being of a student or is not reasonably capable of being cured, then no such notice and opportunity to cure shall be required. If TCIS terminates this Agreement because of the District’s Material Breach that is not cured, then the District shall pay TCIS a transition fee equal to the remaining 1882 benefit for the remainder of the school year as liquidated damages.
- 15.4 **Termination Related to Academic Performance.** LISD may terminate this Agreement respecting any School if that School is placed in one of the lowest two categories of school improvement for three or more consecutive years in which it is operated by TCIS or fails to achieve the student outcome goals specified in **Addendum 1**, attached, after the third year of School operation under this Agreement. A termination under this section shall be effective at the end of the then current school year so long as notice of such termination is provided no later than June 15 of the then current school year.
- 15.5 **Termination Right to a Public Hearing.** LISD may not terminate this Agreement respecting any School if that School successfully achieves the student outcome goals specified in **Addendum 1**, attached, without a public hearing at least 30 days prior to any district action to terminate the contract respecting that School. LISD may not extend this Agreement respecting any School if that School fails to achieve the student outcome goals specified in **Addendum 1**, attached, without a public hearing at least 10 days prior to any district action to extend or renew the contract.

**ARTICLE XVI.**

**OTHER CONTRACTUAL AGREEMENTS**

- 16.1 **TCIS Services Provided by LISD.** The parties agree that the purpose and intent of this Agreement is to fully transfer the authority and responsibility for the operation of the Schools to TCIS on the terms expressed herein. Except as modified by the cost allocation plan provisions set forth in Article XII (Financial Matters), LISD shall fully retain the responsibility for the provision of all service related to transportation, food services, janitorial, maintenance, security, or related services for the Schools operated by TCIS.
- 16.2 **Personnel Evaluation, Employment, Assignment, and Discharge.** Except for the TCIS Chief Executive Officer and other positions agreed by the Parties, all employees assigned to the Schools operated by TCIS will remain employees of LISD. The TCIS will have the authority to hire and manage a Chief Executive Officer and any other individuals to operate the TCIS. Notwithstanding such employment status, the Parties agree with respect to the LISD employees assigned to the Schools operated by TCIS as follows:
- a. TCIS shall be responsible for the evaluation of all employees assigned to campuses or programs operated by TCIS.
  - b. With respect to professional employees assigned to campuses or programs operated by TCIS, TCIS shall be responsible for compliance with all statutory and regulatory processes and procedures applicable to the evaluation of such employees.
  - c. With respect to employees assigned to campuses or programs operated by TCIS, TCIS shall be responsible for compliance with and provision of all training requirements applicable to such employees.
  - d. With respect to employees assigned to campuses or programs operated by TCIS who would be entitled to receive educator contracts under Chapter 21, Texas Education Code, they shall continue to be employed pursuant to Chapter 21 employment contracts. TCIS shall be responsible for the exercise of the Superintendent's responsibilities to make recommendations to the Board regarding the selection of such personnel. [See, District Policy DC (Local)]. In reviewing such recommendations made by TCIS, the Board shall accept such recommendation unless the Board makes a specific finding adopted at the meeting where such recommendation is being considered, that the recommendation is not in the best interest of the students being served and identifies the reasons why such judgment is being made.
  - e. With respect to employees assigned as direct providers of education services

(such as instructional aides) on campuses or programs operated by TCIS who are not entitled to receive educator contracts under Chapter 21, Texas Education Code, TCIS shall be responsible for the exercise of the Superintendent's responsibilities to make final decisions to employ or dismiss such employees.

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

- a. With respect to the educational services provided at the Schools operated by TCIS pursuant to this Agreement, the duties of the Chief Executive Officer, to the exclusion of the duties of LISD's Superintendent shall include:
  - i.* assuming administrative responsibility and leadership for the planning, organization, operation, supervision, and evaluation of the education programs, services, and facilities of TCIS for the annual performance appraisal of all staff assigned to TCIS's campuses and educational programs.
  - ii.* assuming administrative authority and responsibility for the assignment, supervision, and evaluation of all personnel assigned to campuses or programs operated by TCIS.
  - iii.* managing the day-to-day operations of the campuses or programs operated by TCIS as its administrative manager, including implementing and monitoring plans, procedures, programs, and systems to achieve clearly defined and desired results in major areas of district operations.
  - iv.* preparing and submitting to the Board of Directors of TCIS a proposed budget and administering the budget.
  - v.* preparing recommendations for policies to be adopted by the Board of Directors and overseeing the implementation of adopted policies.
  - vi.* developing or causing to be developed appropriate administrative regulations to implement policies established by the Board of Directors.
  - vii.* providing leadership for the attainment and, if necessary, improvement of student performance based on the indicators adopted under Sections 39.053 and 39.301 and other indicators adopted by the commissioner or, under the terms of its performance contract with LISD, by LISD's Board of Trustees.

- viii.* organizing the TCIS's administration.
  - ix.* consulting with the campus-level committees.
  - x.* ensuring:
    - (i) adoption of a student code of conduct as required under Section 37.001, Texas Education Code and enforcement of that code of conduct; and
    - (ii) adoption and enforcement of other student disciplinary rules and procedures as necessary;
  - xi.* submitting reports as required by state or federal law, rule, or regulation, and ensuring that a copy of any report required by federal law, rule, or regulation is also delivered to the agency.
- b. The Chief Executive Officer shall comply with the conflicts of interest and ethics policies, as well as all employment and other policies adopted by TCIS. In addition, TCIS and LISD agree that the Chief Executive Officer may not receive any financial benefit for personal services performed by the Chief Executive Officer for any business entity that conducts or solicits business with TCIS. Any financial benefit received by the Chief Executive Officer for performing personal services for any other entity, including a school district, open-enrollment charter school, regional education service center, or public or private institution of higher education, must be approved by the TCIS Board of Directors on a case-by-case basis. For purposes of this subsection, the receipt of reimbursement for a reasonable expense is not considered a financial benefit.
- 16.4 **Support for TCIS's Chief Executive Officer.** LISD shall employ or contract for, from the LISD Reserve portion of the allocation described in Section 12.1 above, not fewer than four FTEs, designated by the Chief Executive Officer with the approval of LISD, who will report directly and exclusively to the Chief Executive Officer with respect to the following duties:
- a. An experienced, employee or contractor familiar with the Longview ISD business systems, policies, and processes for its financial planning, accounting, purchasing, and payroll as well as its internal controls and financial reporting requirements;
  - b. An experienced, employee or contractor to serve as the administrative assistant to the Chief Executive Officer; and
  - c. Two employees or contractors with leadership experience for its student program development and administration requirements, as set forth in

**Addendum 4.**

**ARTICLE XVII.**

**GENERAL AND MISCELLANEOUS**

- 17.1 **Entire Agreement.** This Agreement, including all referenced attachments and terms incorporated by reference contains the entire agreement of the parties. All prior representations, understandings, and discussions are merged into, superseded by and canceled by this contract. Accordingly, this Agreement shall amend and supersede the terms and conditions under which the operating partner TCIS will provide educational services to LISD pursuant to that certain Performance Agreement between Longview ISD and Texas Council for International Studies duly authorized by the Longview ISD Board of Trustees and executed between the parties July 1, 2020.
- 17.2 **Severability.** If any provision of this contract is determined by a court other tribunal to be unenforceable or invalid for any reason, the remainder of the contract shall remain in full force and effect so as to give effect to the intent of the parties to the extent valid and enforceable.
- 17.3 **No Waiver of Breach.** No assent, express or implied, to any breach of any of the covenants or agreements herein shall waive any succeeding or other breach.
- 17.4 **Wind Up Period.** In exchange for the consideration set forth in this Section, TCIS agrees that failure of LISD to obtain Texas Partnership Benefits under Education Code Sections 11.174 and 42.2511 may excuse further performance by the Parties only after a Wind Up Period. It is of the essence of this Agreement that it should qualify LISD for Texas Partnership Benefits, and LISD agrees to timely file for such Benefits and to take all reasonable measures to ensure such benefits are granted for the Schools for the 2020-2021 school year and following. But in the event that such Benefits are denied, the Parties shall enter a Wind Up Period under which all the activities and obligations of the Parties under this Agreement shall continue pending the completion and winding up of the business affairs of TCIS related to this Agreement and the transfer of all such responsibilities back to LISD. During the Wind Up Period, TCIS shall be authorized to expend TCIS Budget funds allocated under Section 12.2(a) above to pay its reasonable and necessary costs of winding up, including management, audit, legal and other professional services associated with winding up as well as continued operations during the Wind Up Period. Unless otherwise agreed in writing, TCIS's active operations of the Schools during the Wind Up Period shall transfer to LISD prior to the start of the next school year, with continued back office operations as reasonably necessary to wind up TCIS's business, accounting and legal affairs

related to this Agreement.

17.5 **Venue.** Any suit arising under this contract shall be brought in Gregg County, Texas.

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

Entered into this \_\_\_\_th day of \_\_\_\_\_, 2020:

Longview Independent School District

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By: James Wilcox, Superintendent

Texas Council for International Studies

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By: Karen Phillips, Board President



# **Texas Council for International Studies**

## **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   |
|-------------------------------------|---|
| <b>Meets the Standard</b>           | 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. |
| <b>Partially Meets the Standard</b> | The response meets some of the criteria or lacks detail and/or requires additional information in one or more areas.  |
| <b>Does Not Meet the Standard</b>   | 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:       Texas Council for International Studies

Proposed School Name:       Longview High School, Foster Middle School, Hudson PEP and Ned E. Williams

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   |   |   |
|---|---|---|
| <b>Initial Application Review</b>   |   |   |
| <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.   |   |   |
| <b>After Capacity Interview</b>   |   |   |
| <input checked="" type="checkbox"/> Meets the Standard  | <input type="checkbox"/> Partially Meets the Standard | <input type="checkbox"/> Does Not Meet the Standard |
| COMMENTS: Texas Council for International Studies, TCIS, understands the rigor of the International Baccalaureate, the TEKS standards and how to incorporate the two successfully. TCIS will encourage the attributes of the IB Learner Profile with students, staff and parents by providing an atmosphere and the tools for continued self-reflection and growth. This will in turn provide the atmosphere and culture for a healthy social-emotional learning framework. |   |   |

| SECTION 3 — Governance, Operations Plan, and Capacity  |   |   |
|--|---|---|
| <b>Initial Application Review</b>  |   |   |
| <input checked="" type="checkbox"/> Meets the Standard   | <input type="checkbox"/> Partially Meets the Standard | <input type="checkbox"/> Does Not Meet the Standard |
| COMMENTS: TCIS has a solid board of Directors who have worked with San Antonio through Senate Bill 1882. |   |   |
| <b>After Capacity Interview</b>  |   |   |
| <input checked="" type="checkbox"/> Meets the Standard   | <input type="checkbox"/> Partially Meets the Standard | <input type="checkbox"/> Does Not Meet the Standard |
| COMMENTS: Texas Council for International Studies has an impressive legacy in working                    |   |   |

with San Antonio and has an advanced understanding of board governance. Linda Buie, a current board member, will step down as a board member so there is no conflict of interest.

**SECTION 4 — Financial Plan**

**Initial Application Review**

Meets the Standard       Partially Meets the Standard       Does Not Meet the Standard

COMMENTS: TCIS produced a clear financial understanding and plan in their application.

**After Capacity Interview**

Meets the Standard       Partially Meets the Standard       Does Not Meet the Standard

COMMENTS: During the capacity interview, TCIS showed a clear understanding of the financial plan and how it would be integrated with LISD and our business office.

# **Texas Council of International Studies**

## **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   |
|-------------------------------------|---|
| <b>Meets the Standard</b>           | 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. |
| <b>Partially Meets the Standard</b> | The response meets some of the criteria or lacks detail and/or requires additional information in one or more areas.  |
| <b>Does Not Meet the Standard</b>   | 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: Texas Council of International Studies (TCIS)

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  |   |   |
|--|---|---|
| <b>Initial Application Review</b>  |   |   |
| <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 high academic expectations for all students.  |   |   |
| <b>After Capacity Interview</b>  |   |   |
| <input checked="" type="checkbox"/> Meets the Standard   | <input type="checkbox"/> Partially Meets the Standard | <input type="checkbox"/> Does Not Meet the Standard |
| COMMENTS: Already TCIS is a charter partner. Their experience holds well for the future relationship. The IB framework embedded at all levels of the district will deepen the learning for all students, open doors otherwise closed, and create new and endless opportunities for all LISD students especially those from poverty and limited English proficient. Also, I anticipate teachers will receive professional development recognized and respected on a global scale. |   |   |

| SECTION 3 — Governance, Operations Plan, and Capacity  |   |   |
|--|---|---|
| <b>Initial Application Review</b>  |   |   |
| <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. |   |   |
| <b>After Capacity Interview</b>  |   |   |
| <input checked="" type="checkbox"/> Meets the Standard   | <input type="checkbox"/> Partially Meets the Standard | <input type="checkbox"/> Does Not Meet the Standard |
| COMMENTS: Although provided with autonomy, the recognition that the LISD has                               |   |   |

experienced, established, and dependable resources available to assist the TCIS Operation further justifies that the partnership has a superb chance at success. Additionally the CEO is an LISD graduate, former educator with LISD, and has established a highly successful career which will bring immediate credibility to the partnership

**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 crystal clear willingness to use the financial expertise of the LISD in assisting TCIS with meeting or exceeding the financial requirements associated with the partnership. Having a fiscally minded individual on the TCIS board is big plus.



## 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.

|  |   |   |
|--|---|---|
| <b>Initial Application Review</b>  |   |   |
| <input checked="" type="checkbox"/> Meets the Standard   | <input type="checkbox"/> Partially Meets the Standard | <input type="checkbox"/> Does Not Meet the Standard |
| COMMENTS: IB curriculum framework—need I say more.   |   |   |
| <b>After Capacity Interview</b>  |   |   |
| <input checked="" type="checkbox"/> Meets the Standard   | <input type="checkbox"/> Partially Meets the Standard | <input type="checkbox"/> Does Not Meet the Standard |
| COMMENTS: It is without question, that TCIS and the IB curriculum framework will meet the needs of LISD students and make this partnership the model for others to follow. |   |   |

### 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: IB diploma opportunities bring about a world presence.   |   |   |
| 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: Longview students will be better prepared than ever before by the presence of TCIS and their IB framework. If it is possible, it can happen now. |   |   |

## 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 school wide 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.

|  |   |   |
|--|---|---|
| <b>Initial Application Review</b>  |   |   |
| <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  |   |   |
| <b>After Capacity Interview</b>  |   |   |
| <input checked="" type="checkbox"/> Meets the Standard   | <input type="checkbox"/> Partially Meets the Standard | <input type="checkbox"/> Does Not Meet the Standard |
| COMMENTS: At-risk students needs and beyond will be met. The culture of high expectations will provide a legitimate pathway to choices for success |   |   |

## 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.

|   |   |   |
|---|---|---|
| <b>Initial Application Review</b>   |   |   |
| <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                                     |   |   |
| <b>After Capacity Interview</b>   |   |   |
| <input checked="" type="checkbox"/> Meets the Standard                                      | <input type="checkbox"/> Partially Meets the Standard | <input type="checkbox"/> Does Not Meet the Standard |
| COMMENTS: Frankly, I think the program framework will naturally recruit students to enroll. |   |   |

## 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;

- 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.

|  |   |   |
|--|---|---|
| <b>Initial Application Review</b>  |   |   |
| <input 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  |   |   |
| <b>After Capacity Interview</b>  |   |   |
| <input type="checkbox"/> Meets the Standard  | <input type="checkbox"/> Partially Meets the Standard | <input type="checkbox"/> Does Not Meet the Standard |
| COMMENTS: The vision is crystal clear and the mission is empowered by experience, success, and learning by doing actions and activities. |   |   |

## 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.

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

**COMMENTS:** I would like to see the assessment and evaluation piece taken further to include follow-up interviews and tracking with those students who have either completed the full diploma track or opted for a different pathway after initiated the IB program.



## 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.

|   |   |   |
|---|---|---|
| <b>Initial Application Review</b>   |   |   |
| <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.  |   |   |
| <b>After Capacity Interview</b>   |   |   |
| <input checked="" type="checkbox"/> Meets the Standard  | <input type="checkbox"/> Partially Meets the Standard | <input type="checkbox"/> Does Not Meet the Standard |
| COMMENTS: The pre-established structure is suitable, and if necessary, I am confident appropriate adjustments can and will be made. |   |   |

### 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.   |   |   |
| <b>After Capacity Interview</b>  |   |   |
| <input checked="" type="checkbox"/> Meets the Standard   | <input type="checkbox"/> Partially Meets the Standard | <input type="checkbox"/> Does Not Meet the Standard |
| COMMENTS: The TCIS governing board has been in operation for over a year. They have experience with charter partnerships and their expertise will serve the relationship well. |   |   |

## 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.

|  |   |   |
|--|---|---|
| <b>Initial Application Review</b>  |   |   |
| <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.   |   |   |
| <b>After Capacity Interview</b>  |   |   |
| <input checked="" type="checkbox"/> Meets the Standard   | <input type="checkbox"/> Partially Meets the Standard | <input type="checkbox"/> Does Not Meet the Standard |
| COMMENTS: The CEO is experienced, successful, and dedicated. Furthermore, I anticipate an deeper commitment because of past experiences in the LISD. |   |   |

## 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.

|  |   |   |
|--|---|---|
| <b>Initial Application Review</b>  |   |   |
| <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.   |   |   |
| <b>After Capacity Interview</b>  |   |   |
| <input checked="" type="checkbox"/> Meets the Standard   | <input type="checkbox"/> Partially Meets the Standard | <input type="checkbox"/> Does Not Meet the Standard |
| COMMENTS: The contract between the authorizer and charter partner will define many of the management and evaluation expectations of the staff. Autonomous staffing plan need further refinement and scope. |   |   |

## 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.

|   |   |   |
|---|---|---|
| <b>Initial Application Review</b>   |   |   |
| <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.  |   |   |
| <b>After Capacity Interview</b>   |   |   |
| <input type="checkbox"/> Meets the Standard   | <input type="checkbox"/> Partially Meets the Standard | <input type="checkbox"/> Does Not Meet the Standard |
| COMMENTS: Fully funded and certifiable program outcomes and distinctions are likely with the partnership. Teachers will become better prepared to deliver high quality instruction as a result. |   |   |

## 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.

| <b>Initial Application Review</b>                      |   |   |
|--|---|---|
| <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.             |   |   |
| <b>After Capacity Interview</b>                        |   |   |
| <input checked="" type="checkbox"/> Meets the Standard | <input type="checkbox"/> Partially Meets the Standard | <input type="checkbox"/> Does Not Meet the Standard |
| COMMENTS: N/A right now                                |   |   |

## 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.

|   |   |   |
|---|---|---|
| <b>Initial Application Review</b>   |   |   |
| <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   |   |   |
| <b>After Capacity Interview</b>   |   |   |
| <input checked="" type="checkbox"/> Meets the Standard  | <input type="checkbox"/> Partially Meets the Standard | <input type="checkbox"/> Does Not Meet the Standard |
| COMMENTS: The standard is met, but the plan was not fully developed until further clarifications are met and are expected to in the next couple of weeks. |   |   |

**TCIS**

**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   |
|-------------------------------------|---|
| <b>Meets the Standard</b>           | 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. |
| <b>Partially Meets the Standard</b> | The response meets some of the criteria or lacks detail and/or requires additional information in one or more areas.  |
| <b>Does Not Meet the Standard</b>   | 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: Texas Council for International Studies (TCIS)

Proposed School Name: Ned E. Williams Elementary, Hudson PEP Elementary, and Foster Middle 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 |
| <p>COMMENTS: The educational program being proposed by the Texas Council for International Studies (TCIS) non-profit organization articulates and fulfills the requirements necessary to continue the next step in the process of approval. The quality of IB programs proposed by TCIS for the students of LISD is highly detailed, comprehensive, and encompassing in nature. Through the TCIS IB program, LISD students will have the ability to take ownership of their own learning by modeling and embodying the IB Learner Profile. Teachers will utilize and apply the best practices as outlined in the IB Standards and Procedures. Moreover, TCIS will foster interdisciplinary learning that is a tenant of the IB program by creating systems to facilitate cross-curricular planning. TCIS IB schools will encourage IB learners' attributes and characteristics through purposeful teaching, learning and student self-reflection. Through implementation of the IB PYP, MYP and DP programs, TCIS will promote its mission to develop internationally minded students who are caring, respectful, and mindful of intercultural interactions and differences. The ultimate goal of the TCIS IB program is to create and support LISD students to be responsible, inquisitive, honest, and open-minded individuals as they work hard to improve academically and personally. Ultimately, a program like the TCIS IB program will only serve to provide avenues and opportunities for the best and brightest student populations of the Longview community so they can reach their maximum potential. A program such as this one is highly encouraged and recommended.</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: <a href="#">Click or tap here to enter text.</a>  |   |   |

**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 TCIS non-profit organization meets set standards and should be provided an opportunity to move forward toward the next step in the process of approval. The governance portion of this section successfully and comprehensively addresses expectations set for this section.

**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****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 financial plan for the TCIS non-profit organization presented in this application meets standards required to continue with the process of approval. The applicant successfully established its own independent budget and financial procedures. The applicant also included a proposed budget for TCIS schools in LISD as an attachment along with a rationale used to develop the budget. Overall, a comprehensive, detailed description of its financial plan was included in this proposal.

**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 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 International Baccalaureate curriculum and instructional design framework proposed by the applicant meets the expectations and requirements of this section. TCIS schools aim to focus on the mastery of the Texas Essential Knowledge and Skills (TEKS) through the application of IB pedagogy and instructional framework. The applicant additionally articulates 10 characteristics which are essential to an IB program, establishing a learning environment is caring, accepting, respectful, reflective, and a place of continuous learning for every student. The framework additionally focuses on providing an inclusive education designed to increase access and engagement in learning addressing each student's unique learning profile and diverse learning needs. IB instructional frameworks are designed in a way that encourages active student engagement during which the teacher serves as the facilitator and students interact as equal partners in the learning. IB programs additionally offer multiple opportunities for students to engage in critical, creative thinking. Overall, the program presented can be described as robust and comprehensive.</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:
- 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
  - 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 applicant will follow the graduation policies and requirements of the Longview Independent School District including any additional requirements necessary for the attainment of an IB diploma. In addition, the applicant has committed to establishing and providing End of Course (EOC) intervention courses for Algebra I, English I & II, Biology and U.S. History by committing to work with campus leaders to coordinate remediation for EOC re-testers. Lastly, additional targeted support has been articulated to raise achievement in other tested areas, including, TSI, AP, ACT, PSAT, SAT and IB Diploma courses. |   |   |
| 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:
- 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;

- 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 applicant has effectively articulated its intentions to utilize and follow LISD's EHBD (Legal) and (Local) policies to serve all special populations and meet all legal requirements as well as to apply LISD system and structures which are currently in place for the proper identification, service, and support of all special and At-risk populations. Identified At-risk students will receive instruction through the general classroom setting or through an intervention services provided in a classroom teaching the regular content with a master teacher consisting of smaller class size and the option of increased instructional time. |   |   |
| 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.  |   |   |

## 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 |
| COMMENTS: The applicant has committed to continuing and complying with LISD's current admissions and enrollment policies and procedures. In terms of marketing and recruitment, the applicant aims to actively recruit students from across the district and neighboring |   |   |

communities through presentations at FMS to showcase IB MYP and DP at the high school level. Strategies and approaches such as the exhibition of Personal Projects, invitations to the MYP community project presentation at FMS, and campus showcases open to all LISD middle school and the East Texas area students and parents have been identified as well. In addition to the traditional communication sources, the applicant aims to utilize a local marketing company to promote the program.

**After Capacity Interview**

Meets the Standard       Partially Meets the Standard       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 applicant has articulated that the provision of an IB program for all students at the TCIS middle and elementary school and LHS students in grade 9 and grade 10 will be create a sizeable impact in school culture and climate since IB Learner Profile characteristics will be incorporated into all classrooms. The program additionally aims utilize LISD's Response to Intervention (Rti) process for students with academic and/or behavior concerns. Additionally, TCIS campuses aim to adopt the LISD's Student Code of Conduct and behavior and discipline management policies and procedures including the usage of

|   |   |   |
|---|---|---|
| LISD's discipline referral management system. |   |   |
| <b>After Capacity Interview</b>               |   |   |
| <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.    |   |   |

**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.

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| <b>Initial Application Review</b>   |   |   |
| <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 has articulated a commitment to monitor and measure student progress, analyze data, implement interventions, and evaluate results to drive goals and instruction. It is further stated that analyzed data will determine classroom instruction, intervention, and remediation for targeted students. Any modification of instructional plans will be decided with campus leadership and after consultation with district academic and assessment experts. The applicant aims to continue to utilization of LISD's Student Information System (SIS) to store and refine data. In addition, TCIS aims to continue the effective application of both formative and summative assessments to monitor real-time in class learning and to differentiate instruction as necessary within an authentic framework. |   |   |
| <b>After Capacity Interview</b>   |   |   |
| <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

*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 applicant submitted an organizational chart meeting the desired requirement. Additionally, assurance was provided by the applicant addressing the proposed schools' legal status. |   |   |
| 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 |
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| <input checked="" type="checkbox"/> Meets the Standard  | <input type="checkbox"/> Partially Meets the Standard | <input type="checkbox"/> Does Not Meet the Standard |
| COMMENTS: All requirements for this section have been successfully and comprehensively articulated and included in this proposal. |   |   |
| <b>After Capacity Interview</b>   |   |   |
| <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.

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|---|---|---|
| <b>Initial Application Review</b>   |   |   |
| <input checked="" type="checkbox"/> Meets the Standard  | <input type="checkbox"/> Partially Meets the Standard | <input type="checkbox"/> Does Not Meet the Standard |
| COMMENTS: All requirements for this section have been successfully and comprehensively articulated and included in this proposal. |   |   |
| <b>After Capacity Interview</b>   |   |   |
| <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 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 has articulated a unique approach with specific parameters in regards to the hiring and assignment of TCIS campus staff and LISD personnel. It is critical to note that all personnel on TCIS campuses retain all rights and protections afforded by LISD employment contracts or agreements pursuant to TEC §11.174(c). As such, they remain LISD employees and work under the contractual and termination obligations of LISD. Any evaluation, promotion or adverse action taken by TCIS will be done in accordance with LISD's Employee Handbook, contractual policies, administrative procedures and relevant law. All employees are to receive a written annual evaluation on LISD forms adopted or modified by the TCIS Board.</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: <a href="#">Click or tap here to enter text.</a></p>   |   |   |

## 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   |   |   |
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| <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 has declared an intention establish and implement IB professional development models based on inquiry-based pedagogy in which teachers will be trained in IB Approaches to Teaching training in order to enhance instruction to be based on inquiry, focused on conceptual understanding, developed in local and global contexts, focused on effective teamwork and collaboration, differentiated to meet the needs of all learners, and informed by both formative and summative assessments. In addition, the applicant will provide teachers opportunities to participate in relevant and applicable state conferences. TCIS will also provide an in-district IB conference for all teachers, administrators and staff. A mentoring program will also be provided to all new staff each school year and leadership opportunities will be ensured to promote professional growth.</p> |   |   |

| After Capacity Interview                    |   |   |
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| <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   |   |   |
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| <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 committed to establishing its own independent budget and financial procedures. To this end, the annual TCIS budget has been developed through the application of TEA object codes developed by the CEO in consultation with the Board President, Treasurer, and TCIS school administrators. The applicant has also developed its own set of timelines to address the annual budget. The Board Treasurer will provide guidance to the CEO through the review of all records and processes. The applicant also included a copy of a proposed budget including a contingency funding mechanism for TCIS schools in LISD as an attachment along with a rationale used to develop the budget. Overall, a comprehensive, detailed description of its financial plan was included in this proposal.</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>  |   |   |

# 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.



| <b>Initial Application Review</b>           |   |   |
|---|---|---|
| <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.  |   |   |
| <b>After Capacity Interview</b>             |   |   |
| <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.  |   |   |



**Texas Council for International Studies**  
**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   |
|-------------------------------------|---|
| <b>Meets the Standard</b>           | 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. |
| <b>Partially Meets the Standard</b> | The response meets some of the criteria or lacks detail and/or requires additional information in one or more areas.  |
| <b>Does Not Meet the Standard</b>   | 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: Texas Council for International Studies

Proposed School Name: Longview HS, Foster MS, Hudson PEP

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  |   |   |
|--|---|---|
| <b>Initial Application Review</b>  |   |   |
| <input checked="" type="checkbox"/> Meets the Standard   | <input type="checkbox"/> Partially Meets the Standard | <input type="checkbox"/> Does Not Meet the Standard |
| COMMENTS: IB is a world renowned program that is proven to provide a quality educational opportunity for students. |   |   |
| <b>After Capacity Interview</b>  |   |   |
| <input checked="" type="checkbox"/> Meets the Standard   | <input type="checkbox"/> Partially Meets the Standard | <input type="checkbox"/> Does Not Meet the Standard |
| COMMENTS: <a href="#">Click or tap here to enter text.</a>   |   |   |

| SECTION 3 — Governance, Operations Plan, and Capacity                           |   |   |
|---|---|---|
| <b>Initial Application Review</b>   |   |   |
| <input checked="" type="checkbox"/> Meets the Standard                          | <input type="checkbox"/> Partially Meets the Standard | <input type="checkbox"/> Does Not Meet the Standard |
| COMMENTS: Board is very knowledgeable of educational issues and the IB program. |   |   |
| <b>After Capacity Interview</b>   |   |   |
| <input checked="" type="checkbox"/> Meets the Standard                          | <input type="checkbox"/> Partially Meets the Standard | <input type="checkbox"/> Does Not Meet the Standard |
| COMMENTS: <a href="#">Click or tap here to enter text.</a>                      |   |   |

| SECTION 4 — Financial Plan                             |   |   |
|--|---|---|
| <b>Initial Application Review</b>                      |   |   |
| <input checked="" type="checkbox"/> Meets the Standard | <input type="checkbox"/> Partially Meets the Standard | <input type="checkbox"/> Does Not Meet the Standard |

COMMENTS: Overall application was well-written and responsive to the Call for Quality.

**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.

|  |   |   |
|--|---|---|
| <b>Initial Application Review</b>                      |   |   |
| <input checked="" type="checkbox"/> Meets the Standard | <input type="checkbox"/> Partially Meets the Standard | <input type="checkbox"/> Does Not Meet the Standard |
| COMMENTS: IB is well researched and documented.        |   |   |
| <b>After Capacity Interview</b>                        |   |   |
| <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.

|   |   |   |
|---|---|---|
| <b>Initial Application Review</b>                               |   |   |
| <input checked="" type="checkbox"/> Meets the Standard          | <input type="checkbox"/> Partially Meets the Standard | <input type="checkbox"/> Does Not Meet the Standard |
| COMMENTS: Provided the graduation requirements in the proposal. |   |   |
| <b>After Capacity Interview</b>                                 |   |   |
| <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.

|                                   |
|-----------------------------------|
| <b>Initial Application Review</b> |
|-----------------------------------|

| Meets the Standard   | Partially Meets the Standard                          | Does Not Meet the Standard                          |
|--|---|---|
| COMMENTS: Although the organization will utilize the district's special programs departments, I would like to find out more about how they will ensure that our students with the most needs are included in the IB program. |   |   |
| <b>After Capacity Interview</b>  |   |   |
| <input checked="" type="checkbox"/> Meets the Standard   | <input type="checkbox"/> Partially Meets the Standard | <input type="checkbox"/> Does Not Meet the Standard |
| COMMENTS: IB is committed to inclusive practices.  |   |   |

## 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: Organization has experience through their other partnerships. |   |   |
| 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: Plans are already in place for the organization to measure climate. |   |   |
| 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: How open is the organization to the district's non-negotiables for student assessment?    |  |   |
| 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 will work with the district to determine the formative assessment plans. |  |   |

## 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: Organization shows the capacity to fulfill the performance 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: 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: The organization has proposed a strong Board of Directors that would be able |   |   |

|  |   |   |
|--|---|---|
| to provide expertise in the mission of the organization. |   |   |
| <b>After Capacity Interview</b>                          |   |   |
| <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.

|  |   |   |
|--|---|---|
| <b>Initial Application Review</b>                      |   |   |
| <input checked="" type="checkbox"/> Meets the Standard | <input type="checkbox"/> Partially Meets the Standard | <input type="checkbox"/> Does Not Meet the Standard |
| COMMENTS: Very experienced team.                       |   |   |
| <b>After Capacity Interview</b>                        |   |   |
| <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
  - 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 discuss more about their thoughts on the staffing for their program. How do they plan to create FTE's when needed for meeting the needs of their program? |  |   |
| 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 will evaluate the staffing plan during the first year and make recommendations based upon that evaluation.   |  |   |

## 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: IB training                                  |   |   |
| 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: They will use district facilities            |   |   |
| 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:



## 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: I need to gain a better understanding of their proposed financial plan. |  |   |
| 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 partner will work with the district to determine financial needs.   |  |   |

# 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:



AGREEMENT *between*

LONGVIEW ISD and

TEXAS COUNCIL FOR INTERNATIONAL STUDIES

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 **TEXAS COUNCIL FOR INTERNATIONAL STUDIES** (“TCIS”, “Operating Partner” or “OP” ) (together, the “Parties”) to operate Longview High School, Foster Middle School, Hudson PEP Elementary School, Ned E. Williams Elementary School, Judson Middle School, and South Ward Elementary (the “Schools”, “School Campuses” or “campuses”), or as modified by Paragraph 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 42.2511, which entitle a qualifying partnership between a school district and a campus charter holder to certain benefits.
- 1.04 Non-Profit Organization. Texas Council for International Studies (TCIS) is an organization that is exempt 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 the Schools. 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 Schools 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 each 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.
- 3.02 Schools. “Schools” shall refer to Longview High School, Foster Middle School, Hudson PEP Elementary School, Ned E. Williams Elementary School, Judson Middle School, and South Ward Elementary unless this Agreement is amended in accordance with Paragraph 1.06, in which case “Schools” 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 Paragraph 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 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 a 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 with respect to that School. 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 with respect to that school without a public hearing at least sixty (60) days prior to any District action to extend or renew this Agreement with respect to that school. 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 with respect to a school failing to meet standards. This Agreement shall remain in effect for all other School(s) not subject to such termination.

- 4.04 Vote by Board of Trustees. Any decision by the Board of Trustees to terminate or non-renew this Agreement with respect to any School(s) 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, provided that if termination elected it is effective no sooner than the end of the then-current school year.
- 4.06 Termination for Cause. Either Party may terminate this Agreement with respect to any School(s) 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 with respect to any School(s) 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 a Material Breach by the District 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 with respect to a School or take another action set forth in **Addendum A-4** if the School does not achieve performance goals specified in **Addendum A-3**. Termination under this paragraph 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 15<sup>th</sup>. The District may

terminate this Agreement with respect to any School(s) 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 Agreement 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 Paragraph 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 Agreement 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. 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. The Parties acknowledge, stipulate and agree that this Agreement is a contract for goods and services subject to Chapter 271, Subchapter I of the Texas Local Government Code in that OP is providing goods and services to the District, that the District is providing goods and services to OP, that this Agreement is duly authorized and properly executed by both Parties, and that immunity is waived as between the Parties for purposes of adjudicating any future claim for breach of this contract.

## **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 paragraph 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 shall notify OP of its intent to modify District policies applicable to OP no later

than 30 days before adoption. 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 Schools subject to this Agreement, 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 Chief Executive Officer. 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 Local Advisory Council. OP will appoint a local advisory council composed of residents of the District. The council will meet monthly and will rotate meeting locations among the Schools. Meetings will be open to the public and provide opportunity for public comment.
- 7.04 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.
- 7.05 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(s) 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(es). 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(s) are 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(s), and the policy is not waived by this Agreement, the waiver applies to the

School Campus(es) unless the District notifies the School(s) otherwise in writing within 60 days of the waiver's application to the other school(s). This Paragraph does not limit OP's rights under Paragraph 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.
- 8.02 School Performance Framework. In collaboration with OP, 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 metrics specified in the SPF will be congruent the outcome goals specified in Addendum A-3. 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, Paragraphs 4.05 and 4.06 provide the exclusive bases on which the District may unilaterally terminate this Agreement.
- 8.03 Performance Measurement, Methods, and Timeline. The Parties agree that achievement of annual student academic and financial performance goals 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). 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**. The District agrees to cooperate with OP in providing information required by OP to evaluate the District's fulfillment of its responsibilities under this Agreement and will not require OP to produce information that the District maintains in the course of carrying out those responsibilities.
- 8.04 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**.
- 8.05 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.

- 8.06 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 A-5** (Preliminary Monitoring and Oversight Plan). The District’s monitoring authority includes authority to undertake all necessary actions to assure compliance with all federal and state special education laws, International Baccalaureate® Programme authorization, and Montessori accreditation. OP will maintain all necessary records which the District requires to assure compliance. With respect to assurance of special education compliance, OP agrees to permit unannounced as well as planned audits and inspections of compliance and recordkeeping to assure compliance, provided that for any unannounced inspection, contemporaneous notice of any audit or inspection is given to OP’s chief executive officer. The Parties will agree upon a final Monitoring and Oversight Plan outlining the terms on which the requirements of this Section will be implemented no later than July 1, 2020.

#### **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 Paragraph 11.01, OP shall have sole authority to select, reassign at the School(s), 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 each 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 Longview ISD salary schedule for the current school year. 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 each 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 and Montessori Support Services.* OP shall have sole authority over International Baccalaureate® and Montessori support services for the Schools. 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® and Montessori 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 Schools. 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: 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 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 Operational Autonomy. OP shall have full and sole autonomy with respect to School operations. Domains of autonomy specified in this Agreement are intended as illustrative and do not represent an exhaustive listing.

10.02 Governing Structure. Subject to the terms of this Agreement, the governing board of OP will serve as the governing board of the School, will oversee management of the School, and has sole authority to hire and manage the School leader and to set the terms and conditions of the School leader's

employment.

- 10.03 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 Trustees or employee shall serve on OP's Governing Board as of the effective date of this Agreement. None of the current Directors had any authority to grant a charter or approve this Agreement on behalf of the District.
- 10.04 Budgetary Authority of OP. OP has sole authority to approve and amend the budget for the School Campus.
- 10.05 Principal. The Chief Administrator of the School shall be the Principal, who shall be appointed by the OP. The School shall be subject to the direction, control, policies, practices, and procedures of the Principal, subject to management by the OP and the requirements of this Agreement.
- 10.05.1 OP Oversight Employee. For each School it operates, OP shall hire and manage at least one employee with responsibilities for oversight of the School.
- 10.06 Coordination Meetings. OP's will designate an administrator to participate in monthly coordination meetings convened by the District.
- 10.07 Attendance Area. The School's attendance area ("Attendance Area") shall be defined as the area designated in **Addendum A-7** to this agreement subject to TEC §12.065.
- 10.08 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 Attendance Zone of the School's campus as it existed before the operation of the School Campus under this Agreement 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 first be filled by the students who reside in the District and then filled by students who reside outside of the District. A student who does not reside within the Attendance Zone of the School may be denied admission initially or at any point during enrollment on the basis of discipline and attendance issues in accordance with District policies. In addition to the agreed-upon admission policies, the following applies:



10.08.1 *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, or gender.

10.08.2 *Admission.* Subject to Paragraph 10.07, OP shall give preference for admission to students who were previously enrolled at the School.

10.08.3 *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 Attendance Zone of the School's campus, followed by students residing in the District but outside the Attendance Zone, and then followed by all other students. The lottery criteria will also give preference to 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.

10.08.4 *Enrollment.* All students attending the School shall be enrolled in the District unless the District and OP have mutually agreed that OP will serve a student not enrolled in the district.

10.09 Discipline and Expulsion Policies. 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. The Parties will adopt procedures by which student appeals will be heard in accordance with District policies.

10.10 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 15<sup>th</sup> of the preceding school year.

- 10.11 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 in District training events. OP has sole authority to permit School staff to participate in training events or other meetings if the District has space available and OP determines participation would be beneficial. 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 also attend and participate in OP training if space is available.
- 10.12 Contractor Criminal History Background Checks. The District shall conduct criminal history background checks for all vendors, contractors, volunteers, and staff employed by either the District or OP. The District and OP shall adhere to reporting requirements, definitions, and laws further detailed in Paragraph 11.03. Either Party's failure to comply with this Paragraph's reporting requirements as a consequence of intent or gross negligence shall amount to a Material Breach of this Agreement.
- 10.13 Technology Infrastructure; Network Services. The District shall be responsible for providing, repairing, and maintaining technology infrastructure and network services at the School to the extent reasonably necessary to permit OP to establish its own internet and phone service at the School(s) of a standard reasonably comparable to other District schools. 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(s). The initial information technology equipment located at the School(s) as of the commencement of the Initial Term of this Agreement is included in the term "furnishing."
- 10.14 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.

- 10.15 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 and assigned to the School will remain 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. The District 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**.
- 11.04 Child Abuse Reporting. All District and OP employees working at the School shall comply with all District Policy and 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. Parties will adopt procedures by which complaints and grievances from District employees at the Schools or from any individual about an employee of OP will be heard in accordance with District policies. The Parties 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 Diploma Programme® International Baccalaureate ® Middle Years Programme, International Baccalaureate ® Primary Years Programme and 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(s), 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(s) 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 CALENDER 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(s) may join any extracurricular activity offered to District students to the same extent as other students so long as participation does not interfere with each 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. 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. 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.
- 13.02 Ownership. The Parties acknowledge that 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 solely for the operation of the School(s) 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(s). 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 each 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 the 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, 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(s) and/or that is otherwise made available to OP directly or to LISD for the benefit of students at the School(s). Funds allocated for control by the District and by OP shall be determined by the formulas provided in **Addendum 10**.
- 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-10. 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-10. 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, LISD and OP shall agree upon an estimate of the allocation to OP in accordance with Section 14.01. The estimated allocation due to OP shall be determined by **Addendum 10**.

14.04.2 *Adjustments.* Not earlier than January 15 of each year, LISD 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. LISD will make available upon request the Fall Snapshot enrollment numbers to OP.

14.04.3 *Settle-Up.* No earlier than July of each year, LISD 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 and 14.02 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 LISD 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.
- 14.05 Payments to Partner. Annually, LISD will pay OP the product of \$130 multiplied by the number of students enrolled at the Schools operated by OP 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 Paragraph 14.04, on the first month of each year of this Agreement (August of each year), LISD 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. above in accordance with distribution schedule set forth below. Additionally, the District will distribute payments to partner under Paragraph 14.04 to an account held by OP in its name and under the exclusive control of OP 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 Section 9.02 is set forth in **Addendum 9**. Prices will be stated in a per-pupil, per-square foot, or per-day basis format. Prices may not exceed the actual cost to the District of providing the service. The optional service menu and price list applicable to the 2020-2021 school year is included as Addendum 10.
- 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 14.07.2 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 14.08.2 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 LISD 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 LISD for the completion of its annual federal audit of grant awards. OP agrees to maintain required documentation and provide it to LISD as needed for grant reporting.
- 14.13 Contracting, Purchasing and Procurement. LISD 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. This Section shall only pertain to those

records of OP directly related to this Agreement.

- 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(s) 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 "Texas Council for International Studies". The Parties agree that the name Texas Council for International Studies 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 Texas Council for International Studies 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 there from. 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 shall obtain and maintain property insurance for the School Facilities, 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. 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, whether secured by District or by OP, shall be issued by insurance companies qualified to operate in Texas and otherwise reasonably acceptable to the District. Such policies shall name the District, the OP, and such other related parties as the OP elects, as additional insureds. Evidence of insurance shall be delivered to the OP 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 obtaining a new policy. Such coverage may be maintained under a blanket insurance policy.

- 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.

#### **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 PARAGRAPH 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 XIX. GENERAL AND MISCELLANEOUS**

- 19.01 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.
- 19.02 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.

- 19.03 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.
- 19.04 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.
- 19.05 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.
- 19.06 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.
- 19.07 Successors and Assigns. This Agreement will be binding upon, and inure to the benefit of, the parties and their respective successors and permitted assigns.
- 19.08 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.
- 19.09 Amendment. Any future amendment to this Agreement shall be in writing and signed and agreed to by both Parties.
- 19.10 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:**

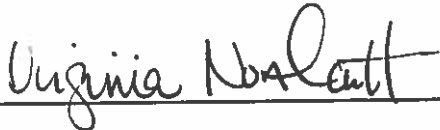
Margaret Davis, Chief Executive Officer  
Texas Council for International Studies  
6144 Churchill Way  
Suite A  
Dallas, Texas 75230  
Email: [margaret.Davis@texascis.org](mailto:margaret.Davis@texascis.org)

**If to the DISTRICT:**

James E. Wilcox, Superintendent  
Longview Independent School District  
1301 E. Young Street  
Longview, Texas 75602  
Email: [jewilcox@lisd.org](mailto:jewilcox@lisd.org)

Entered into this 29th day of April 2020:

**Longview Independent School District**

  
\_\_\_\_\_

By: Virginia Northcutt, Board President

**Texas Council for International Studies**

  
\_\_\_\_\_

By: Karen Phillips, 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

Addendum 5: Monitoring and Oversight Plan

Addendum 6: Board of Directors

Addendum 7: Attendance Area Defined

Addendum 8: Education Plan

Addendum 9: Facility Plan

Addendum 10: Financial Calculations, 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

### Adopted School Policies:

The Texas Council for International Studies (TCIS) is an independent 501(c)(3). The Board of TCIS operates under TCIS bylaws and policies. Longview ISD Board policies expressly adopted by TCIS shall apply only to TCIS schools in the Longview ISD (TCIS Longview ISD Partnership Schools) and not to any schools operated under partnership agreements with other public or private schools. TCIS reserves the right to adopt any other Longview ISD Board policy at any time.

TCIS will operate TCIS Longview ISD Partnership Schools in accordance with the following policies of Longview ISD as they exist on March 23, 2020:

|      |       |
|------|-------|
| AB   | DCA   |
| AE   | DCD   |
| AF   | DEAB  |
| BQA  | DMA   |
| BQB  | EB    |
| CAA  | EEH   |
| CJ   | EHBAF |
| CKB  | EHBC  |
| CKC  | EL    |
| CLB  | ELA   |
| CLE  | FDE   |
| CNA  | FFAC  |
| CO   | FFAF  |
| COB  | FFB   |
| CPAB | FFBA  |
| CPC  | FFF   |
| CQB  | FFH   |
| CRB  | FFG   |
| CRD  | FMF   |
| DBA  | FNE   |
| DBAA | FP    |
| DBB  | GK    |
| DBD  |       |

# Addendum A-3

## PERFORMANCE GOALS



## Addendum A-3 Performance Goals

### Academic Performance Goals

- Subject to TEA’s final A-F accountability rules (in accordance with Texas Education Code Chapter 39), LISD Board policy EL (LOCAL) and applicable sections of the Performance Agreement
- In accordance with 19 TAC §1075

**Academic Excellence.** Objective: Academic performance will meet or exceed local and state standards.

Performance Measure 1 (Campus Overall Rating) shall be the most important metric in the Academic Excellence section for assessing the academic success with the other measure serving as guideposts. A school will be considered as having met the Academic Excellence measure if the school meets the overall rating in Performance Measure 1.

| Performance Measure 1:<br>Campus Overall Rating | 2020-2021* | 2021-2022 | 2022-2023 |
|---|------------|-----------|-----------|
| Longview High School                            | A or B     | A or B    | A or B    |
| Judson Middle School                            | C or B     | C or B    | A or B    |
| Foster Middle School                            | A or B     | A or B    | A or B    |
| Hudson PEP Elementary School                    | A          | A         | A         |
| Ned E. Williams Elementary School               | A or B     | A or B    | A or B    |
| South Ward Elementary School                    | A or B     | A or B    | A or B    |

\*baseline year

**Addendum A-3  
Performance Goals**

| <b>Performance Measure 2:<br/>Student Progress<br/>Domain</b> | 2020-2021* | 2021-2022 | 2022-2023 |
|---|------------|-----------|-----------|
| Longview High School  | 65         | 66        | 67        |
| Judson Middle School  | 60         | 61        | 62        |
| Foster Middle School  | 69         | 70        | 71        |
| Hudson PEP Elementary School                                  | 85         | 86        | 87        |
| Ned E. Williams Elementary School                             | 80         | 81        | 82        |
| South Ward Elementary School                                  | 76         | 77        | 78        |

\*baseline year

**Addendum A-3  
Performance Goals**

| <b>Performance Measure 3:<br/>International<br/>Baccalaureate®</b> | 2020-2021*        | 2021-2022  | 2022-2023  |
|--|-------------------|------------|------------|
| Longview High School<br>Diploma Programme                          | Authorized        | Authorized | Authorized |
| Longview High School<br>Career-Related Programme                   | Interested School | Candidate  | Candidate  |
| Judson Middle School<br>Middle Years Programme                     | Candidate         | Candidate  | Authorized |
| Foster Middle School<br>Middle Years Programme                     | Candidate         | Candidate  | Authorized |
| Hudson PEP Elementary<br>School<br>Primary Years Programme         | Candidate         | Candidate  | Authorized |
| Ned E. Williams<br>Elementary School<br>Primary Years Programme    | Candidate         | Candidate  | Authorized |
| South Ward Elementary<br>School<br>Primary Years Programme         | Candidate         | Candidate  | Authorized |

\*baseline year

**Addendum A-3**  
**Performance Goals**

**Financial Performance Goals**

| <b>Performance Measure</b>                                      | <b>2020-2021</b>  | <b>2021-2022</b>  | <b>2022-2023</b>  |
|---|---|---|---|
| <b>Evidence of Sound Financial and Organizational practices</b> | Unqualified audit opinion with respect to funds received by TCIS and held in an independent TCIS account. | Unqualified audit opinion with respect to funds received by TCIS and held in an independent TCIS account. | Unqualified audit opinion with respect to funds received by TCIS and held in an independent TCIS account. |

# Addendum A-4

## Performance Consequences

**Consequences for Failure to Meet Performance Goals**

| Year             | Rating  | Action   | Consequence  | Authority                   |
|------------------|---|--|--|-----------------------------|
| Year 1 2020-2021 | D   | Public Hearing inclusive of school-level data review                           | Monitoring   | Performance Contract 4.7    |
|                  | F   | Regular public progress monitoring reviews                                     | Probation with Respect to F-Rated School   | Performance Contract 4.7    |
|                  | IB Authorization or Evaluation Matters to Be Addressed  | Submission of documentation required by the IB for each Matter to be Addressed | Submission of Action Plan to the IB, TCIS Board of Trustees, and LISD Superintendent | Performance Contract 4.7    |
|                  | Unqualified audit opinion of the independently held and operated funds in the account for the TCIS 501(c)(3). | Require financial training   | Submission of documentation of remedy  | Performance Contract 14.3   |
|                  | Failure of LISD to demonstrate sound organizational and financial practices and compliance                    | LISD corrective  | Submission of documentation of corrective action                                     | Contract 9.01.6 and 9.02.11 |

| Year             | Rating   | Action   | Consequence   | Authority                |
|------------------|--|--|---|--------------------------|
|                  | with laws and rules for contracted services                          |  |   |                          |
| Year 2 2021-2022 | First C Rating for a School with exemption for Judson STEAM Academy  | Public Hearing inclusive of school-level data review     | Monitoring  | Performance Contract 4.7 |
|                  | Second C Rating for a School with exemption for Judson STEAM Academy | Regular public progress monitoring reviews               | Probation with respect to C-Rated School  | Performance Contract 4.7 |
|                  | D Rating for a School Rated A or B in Year 1                         | Public Hearing inclusive of school-level data review     | Probation with respect to D-Rated School  | Performance Contract 4.7 |
|                  | D Rating for a School Rated C, D or F Rating 1 in Year 1             | If Probation, regular public progress monitoring reviews | Probation or Termination of Contract and Revocation of Charter with respect to D-Rated School | Performance Contract 4.7 |
|                  | F Rating for a School Rated of A or B in Year 1                      | If Probation, regular public progress                    | Probation or Termination of Contract and  | Performance Contract 4.7 |

| Year | Rating  | Action   | Consequence  | Authority                   |
|------|---|--|--|-----------------------------|
|      |   | monitoring reviews   | Revocation of Charter with respect to F-Rated School                                 |                             |
|      | F Rating for a School Rated C, D or F in Year 1   | Notice of Termination  | Termination of Contract and Revocation of Charter with respect to F-Rated School     | Performance Contract 4.7    |
|      | IB Authorization or Evaluation Matters to Be Addressed  | Submission of documentation required by the IB for each Matter to be Addressed | Submission of Action Plan to the IB, TCIS Board of Trustees, and LISD Superintendent | Performance Contract 4.7    |
|      | Unqualified audit opinion of the independently held and operated funds in the account for the TCIS 501(c)(3). | Require financial training   | Submission of documentation of remedy  | Performance Contract 14.3   |
|      | Failure of LISD to demonstration of sound organizational  | LISD corrective action   | Submission of documentation of corrective action                                     | Contract 9.01.6 and 9.02.11 |



| Year             | Rating   | Action   | Consequence   | Authority                 |
|------------------|--|--|---|---------------------------|
|                  | financial practices and compliance with laws and rules for contracted services |  |   |                           |
| Year 3 2022-2023 | C Rating for a School Rated A or B in Year 2                                   | Regular public progress monitoring reviews               | Monitoring or Probation with respect to that School   | Performance Contract 4.07 |
|                  | C Rating for a School Rated C, D, or F in Year 2                               | Notice of Termination/Non-Renewal                        | Termination of Contract and Revocation of Charter with respect to C-Rated School              | Performance Contract 4.07 |
|                  | D Rating for a School rated A or B in Year 2                                   | If Probation, regular public progress monitoring reviews | Probation or Termination of Contract and Revocation of Charter with respect to D-Rated School | Performance Contract 4.07 |
|                  | D Rating for a School Rated C, D or F in Year 2                                | Notice of Termination/Non-Renewal                        | Termination of Contract and Revocation of Charter with respect to D-Rated School              | Performance Contract 4.07 |
|                  | F Rating for a School Rated A or   | If Probation, regular public progress                    | Probation with respect to F - rated School  | Performance Contract 4.07 |

| Year | Rating  | Action   | Consequence   | Authority                 |
|------|---|--|---|---------------------------|
|      | B in Year 2   | monitoring reviews   | or Termination of Contract and Revocation of Charter with respect to F-Rated School                 |                           |
|      | F Rating for a School Rated C, D or F in Year 2   | Notice of Termination/Non-Renewal  | Termination of Contract and Revocation of Charter with respect to F-Rated School                    | Performance Contract 4.07 |
|      | IB Authorization or Evaluation Matters to Be Addressed                                    | Submission of documentation required by the IB for each Matter to be Addressed | Submission of Action Plan to the IB, TCIS Board of Trustees, and LISD Superintendent or termination | Performance Contract 4.07 |
|      | Unqualified audit opinion of the independently held and operated funds in the account for | Require financial training   | Submission of documentation of remedy or termination  | Performance Contract 14.3 |

| Year | Rating  | Action                 | Consequence                                      | Authority                   |
|------|---|------------------------|--|-----------------------------|
|      | the TCIS 501(c)(3).   |                        |  |                             |
|      | Failure of LISD to demonstration of sound organizational financial practices and compliance with laws and rules for contracted services | LISD corrective action | Submission of documentation of corrective action | Contract 9.01.6 and 9.02.11 |

# Addendum A-5

## Monitoring and Oversight Plan

**Preliminary Longview ISD Monitoring and Oversight Plan**

| Area of Oversight           | Description   | Monitoring Action  | Calendar   | Rationale/Authority          |
|-----------------------------|---|--|--|------------------------------|
| <b>Academic Performance</b> | 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                               | OP submits Iowa Test of Basic Skills assessment data to LISD and LISD reviews it                               | LISD assessment calendar   | Performance Contract (12.04) |
|                             | The primary responsibility of OP under this Agreement is to ensure that the annual student outcome goals specified in <b>Addendum A-3</b> or as amended by mutual agreement are achieved. Student Outcome Goals | Partner provides update to LISD board on strategies to improve or maintain performance at least twice per year | Fall and Spring interim updates on a schedule as mutually agreed | Performance Contract (8.01)  |

| Area of Oversight          | Description  | Monitoring Action   | Calendar   | Rationale/Authority                                   |
|----------------------------|--|---|--|---|
|                            | <p>The primary responsibility of OP under this Agreement is to ensure that the annual student outcome goals specified in <b>Addendum A-3</b> or as amended by mutual agreement are achieved. Student Outcome Goals</p> | <p>State Assessment Data Update (annually):<br/>LISD gathers and reviews Texas Accountability A-F grade and related data;<br/>Partner provides update to Office of Innovation on strategies to improve or maintain performance;<br/>Partner provides update to LISD board on strategies to improve or maintain performance.</p> | August   | Performance Contract (8.01)                           |
|                            | Annual Performance Report  | LISD publishes a public annual performance report for each campus summarizing the campus performance. 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.                              | October (Publication of Annual Performance Reports)          |   |
| <b>OP Board Membership</b> | If there is any change to the Directors during the Term of this Agreement, OP  | OP provides board roster including member, position, term and employer and updates changes within 30 days   | Contract signing<br><br>Updates within 30 days of any change | 1882 Requirements<br><br>Performance Contract (10.03) |

| Area of Oversight              | Description  | Monitoring Action  | Calendar                              | Rationale/Authority                                   |
|--------------------------------|--|--|---------------------------------------|---|
|                                | shall provide written notice to the District of the change within 30 days.   |  |                                       |   |
|                                | No District Trustees or employee shall serve on OP's Governing Board as of the effective date of this Agreement. None of the current Directors had any authority to grant a charter or approve this Agreement on behalf of the District. | LISD reviews board composition for compliance  | Annual September review of OP website | 1882 Requirements<br><br>Performance Contract (10.03) |
| <b>Texas Open Meetings Act</b> | OP Board complies with Texas Open Meetings Act.  | OP posts Board meetings notice and minutes on OP's website   | LISD quarterly review of OP website   | Texas Open Meetings Act                               |
|                                | OP Board complies with required annual Open Meetings   | OP provides copies of Certificate of Course Completion Open Meetings Act for Government Code, Section 551.005. | LISD reviews certificates             | Texas Open Meetings Act                               |

| Area of Oversight | Description  | Monitoring Action  | Calendar  | Rationale/Authority   |
|-------------------|--|--|---|---|
|                   | training   |  |   |   |
| <b>Schedule</b>   | OP agrees to provide schedule information to the District no later than April 15 <sup>th</sup> of the preceding school year. | OP provides LISD with school(s) schedule annually, no later than April 15th and prior to TCIS Board approval | April 15 <sup>th</sup> annually                                       | Performance Contract (10.10)<br><br>State Law, Texas Education Code |
|                   | OP's schedule shall comply with the State of Texas' required minutes of instruction.   | LISD reviews OP schedule for compliance with state requirements for number of minutes                        | On or before April 15th of the preceding school year                  | Performance Contract (10.10)<br><br>State Law, Texas Education Code |
|                   | OP's schedule shall comply with the State of Texas' required minutes of instruction.   | OP schedule approved by OP Board   | After review by LISD and prior to July 1 of the preceding school year | Performance Contract (10.10)<br><br>State Law, Texas Education Code |



| Area of Oversight                          | Description   | Monitoring Action  | Calendar                         | Rationale/Authority   |
|--|---|--|----------------------------------|---|
|  | OP's schedule shall comply with the State of Texas' required minutes of instruction.                | LISD reviews TCIS Board minutes to verify Board approval of schedule   | July 1 annually                  | Performance Contract (10.10)<br><br>State Law, Texas Education Code       |
| <b>Annual Audit &amp; Financial Health</b> | OP shall comply with generally accepted fiscal management and accounting principles.                | OP submits to LISD an unqualified audit opinion of the independently held and operated funds in the account for the TCIS 501(c)(3). Funds in this account operative under rules established by the Texas Council of International Studies Board of Directors.  | December 1 annually              | Performance Contract (14.13 and Addendum 3)<br><br>State and Federal Laws |
|  | Demonstration of sound organizational financial practices of TCIS Longview ISD partnership schools. | All funds for TCIS partnership schools, except (1) the 30% LISD set-aside funds for contracted services and (2) independently held TCIS funds from the Management Fee, shall remain in accounts supervised through the Longview ISD Business Office. The funds will be operated under Longview ISD Board policy. LISD will provide TCIS an annual unqualified audit opinion, in connection with the annual | LISD submit audit to OP annually | Performance Contract (9.02.11 and Addendum 3)                             |

| Area of Oversight   | Description  | Monitoring Action  | Calendar       | Rationale/Authority   |
|---|--|--|----------------|---|
|   |  | <p>financial report</p> <p>LISD will provide annual completion of all other state- and federally required financial forms and documentation</p> <p>Excess funds from the 30% LISD set-aside for contracted services shall be returned to TCIS schools on July 1.</p> |                |   |
| <p><b>Discipline and Expulsion Policies and Practices</b></p> | <p>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</p> | <p>OP enters discipline records into LISD student management system</p>  | <p>Ongoing</p> | <p>Performance Contract (10.09)</p> <p>State and Federal Laws</p> |

| Area of Oversight   | Description   | Monitoring Action  | Calendar  | Rationale/Authority  |
|---|---|--|---|--|
|   | discretion in alignment with District practices.  |  |   |  |
|   | The Parties will adopt procedures by which student appeals will be heard in accordance with District policies.            | OP follows LISD Student Code of Conduct  | Ongoing   | OP Quality Application<br><br>Performance Contract (10.09)<br><br>State and Federal Laws |
| <b>Educational Plan, Academic Model, Curriculum and Instructional Materials</b> | OP will implement the education plan described in its proposal to operate the School(s), attached as <b>Addendum A-8.</b> | <p>OP provides annual update on International Baccalaureate® (IB) authorization for Primary Years Programme at Hudson PEP Elementary School, Ned E. William Elementary School and South Ward Elementary School</p> <p>OP provides annual update on International Baccalaureate® (IB) authorization for Middle Years Programme at Foster Middle School and Judson Middle School</p> <p>OP provides annual update on International Baccalaureate® (IB)</p> | Annual review of International Baccalaureate® (IB) authorization status by campus | Performance Contract (12.02 and Addendum A-8)  |

| Area of Oversight                        | Description   | Monitoring Action   | Calendar   | Rationale/Authority  |
|--|---|---|--|--|
|  |   | <p>authorization for Middle Years Programme, Diploma Programme and Career Related Programme at Longview High School</p>   |  |  |
|  | <p>OP will ensure that curriculum satisfies the minimum requirements outlined in 19 Texas Administrative Code §§ 74.2, 74.3</p> | <p>OP provides annual update on International Baccalaureate® (IB) Primary Years Programme Program of Inquiry at Hudson PEP Elementary School, Ned E. William Elementary School and South Ward Elementary School</p> <p>OP provides annual update on International Baccalaureate® (IB) Middle Years Programme unit planners at Foster Middle School and Judson Middle School</p> <p>OP provides annual update on International Baccalaureate® unit planners for the Middle Years Programme at Longview High School</p> <p>OP submits STAAR results</p> | <p>Annual review of TEKS inclusion in IB documents</p> <p>Annual review of STAAR results</p> | <p>Performance Contract (12.02 and Addendum A-8)</p> <p>Texas Education Code</p> <p>Texas Essential Knowledge and Skills</p> |
| <p><b>Compliance with Applicable</b></p> | <p>The Parties shall perform their</p>  | <p>Contract signed by OP and LISD to document mutual assurance</p>  | <p>Signed contract</p>   | <p>State and Federal law</p>   |

| Area of Oversight   | Description  | Monitoring Action   | Calendar                            | Rationale/Authority  |
|---|--|---|-------------------------------------|--|
| <b>Law</b>  | respective obligations under this Agreement in compliance with applicable state and federal law.   |   |                                     |  |
| <b>OP Adoption of Board Policies per Contract or Operation in accordance with District Board Policies</b> | OP Board adopts LISD Board policies specified in the contract and in the TCIS Application  | OP Board approval of LISD contract and TCIS Application         | OP Board minutes for April 28, 2020 | Performance Contract (6.02 and Addendum A-2)<br><br>TCIS Quality Application page 26 (Special Populations), pages 30 -31 (Student Code of Conduct) and Employee Handbook (page 33) |
| <b>Student Enrollment</b>   | Enrollment at the school must be open and equitable and follows LISD centralized enrollment process policies except where the model requires selective | OP Board approval of LISD contract and TCIS Quality Application | LISD review of TCIS enrollment      | Performance Contract (10.08)<br><br>TCIS Quality Application (pages 28-29)   |

| Area of Oversight                         | Description   | Monitoring Action  | Calendar   | Rationale/Authority                                      |
|---|---|--|--|--|
|   | admissions  |  |  |  |
| <b>Criminal History Background Checks</b> | The District shall conduct criminal history background checks for all vendors, contractors, volunteers, and staff employed by either the District or OP.              | The District shall conduct criminal history background checks for all vendors, contractors, volunteers, and staff employed by either the District or OP. | Annual mutually conducted review of campus records held by TCIS and personnel records held by LISD | Performance Contract (10.12)                             |
|   | The District shall perform all criminal history background checks required by Applicable Law, including without limitation those required for the School's employees. | LISD will conduct required criminal background checks and report results to OP   | Annual mutually conducted review of campus records held by TCIS and personnel records held by LISD | Performance Contract (11.03)                             |
| <b>Certified Personnel</b>                | The District personnel assigned to the School will be certified for the position for which  | OP provides assignment lists of all teachers and staff to the LISD including name, dates of assignment, assignment, licensure.                           | September and with any changes   | Performance Contract (11.05)<br><br>Texas Education Code |

| Area of Oversight | Description  | Monitoring Action  | Calendar | Rationale/Authority |
|-------------------|--|--|----------|---------------------|
|                   | <p>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.</p> | <p>This list is provided at the start of each school year and upon any changes.</p> <p>LISD verifies teacher certification and spot checks during site visits.</p> |          |                     |

| Area of Oversight                       | Description   | Monitoring Action   | Calendar   | Rationale/Authority                 |
|---|---|---|--|-------------------------------------|
| <p><b>Employment Records</b></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 (11.06)</p> |
| <p><b>Records Management System</b></p> | <p>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 <i>et seq.</i>, Local</p> | <p>OP Board approval of LISD contract and TCIS Quality Application</p>  | <p>Mutual review as needed</p>   | <p>Performance Contract (15.01)</p> |



| Area of Oversight                         | Description  | Monitoring Action  | Calendar   | Rationale/Authority                 |
|---|--|--|--|-------------------------------------|
|   | <p>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.</p> |  |  |                                     |
| <p><b>State and Federal Reporting</b></p> | <p>OP shall report timely and accurate information to the District as necessary for the District to comply with all applicable state and federal requirements.</p>   | <p>OP submits required information to LISD</p> <p>LISD reviews submission and provides corrections</p> | <p>Review of information upon submission</p> <p>Timely feedback and correction</p> | <p>Performance Contract (15.02)</p> |

| Area of Oversight          | Description  | Monitoring Action  | Calendar | Rationale/Authority                    |
|----------------------------|--|--|----------|--|
|                            | requirements.  |  |          |  |
| <b>Contracted Services</b> | LISD is responsible for compliance for contracted services | OP follows LISD process and procedures for contracted services |          | Performance Contract (9.01.5 and 9.02) |

# Addendum A-6

GOVERNING BOARD

## Governing Board

| Full Name                            | Current Job Title and Employer  | Position with Proposed School   |
|--------------------------------------|---|---|
| Margaret Davis                       | Chief Executive Officer (CEO), Texas Council for International Studies, Dallas, Texas   | Chief Executive Officer, Texas Council for International Studies  |
| Courtney Gober, Ed.D.                | Assistant Superintendent for IB, San Antonio Independent School District, San Antonio, Texas  | Chief Academic Officer, Texas Council for International Studies   |
| James Brewer                         | Principal and Assistant Superintendent of Secondary Education, Longview High School/Longview Independent School District, Longview, Texas | Principal and Assistant Superintendent of Secondary Education, Longview High School/Longview Independent School District, Longview, Texas |
| Linda Buie*                          | Dean of Instruction/IB Head of School/IB Director, Longview High School/Longview Independent School District, Longview, Texas             | TCIS Liaison, Dean of Instruction/IB Head of School, Longview High School, Longview, Texas  |
| *Stepping off board                  |   |   |
| Karen Phillips                       | Executive Director, Texas IB Schools  | Board President   |
| Walter Sorensen                      | Head of School, Alcuin School, Dallas, Texas  | Board Vice President for Operations   |
| Dolph Briscoe IV, Ph.D.              | Lecturer, Texas A&M San Antonio, San Antonio, Texas   | Board Vice President for Membership   |
| Charles William (Bill) Thomas, Ph.D. | Professor of Accounting and Business Law, Baylor University, Waco, Texas  | Board Treasurer   |

# Addendum A-7

## Attendance Area

*School attendance boundaries conform to the boundaries adopted by the Longview ISD Board of Trustees and published at: <https://w3.lisd.org/our-district/district-map/>*

# Addendum A-8

## EDUCATION PLAN

## SECTION 2: TCIS EDUCATIONAL PROGRAM

### Curriculum and Instructional Design

TCIS schools will teach and extend the Texas Essential Knowledge and Skills (TEKS) as the core curriculum using the IB pedagogy and framework. As a result, all TCIS students will have access to an IB education. Because the IB PYP, MYP and DP curriculum are updated on a regular basis, research based, implement best practices and meet international standards, TCIS will provide a 21<sup>st</sup> Century education for all students.

An IB classroom room exhibits these 10 characteristics:

**1. A mirror of the IB mission statement and the IB learner profile.**

Where the learning environment is caring, accepting, respectful, reflective, and a place of continuous learning for every student.

**2. The inclusion of all students requires a school to address differentiation within the written and taught curriculum.**

The MYP is an inclusive program because IB requires it to be campus-wide for the middle school years. In the MYP educators acknowledge inclusive education is an ongoing process meant to increase access and engagement in learning by responding positively to each student's unique learning profile, including students with diverse learning needs. Inclusion and differentiation succeed when a school-wide culture of collaboration encourages and supports inquiry and problem-solving.

**3. Evidence that students are working through knowledge/skills using an inquiry-based pedagogy.**

In IB classrooms, students are actively engaged in discussions, groups, asking thoughtful questions with the teacher as the facilitator. Students are equal partners in an ongoing discovery process where they are constructing new knowledge together, honing skills, and developing new skills in a constructivist environment. Teachers build from the students' own agendas and questions to develop their curiosity and to build independence in learning. The classroom itself is student-centered. Active learning using a variety of inquiry strategies is taking place most of the time with the teacher holding students responsible for their own learning rather than the teacher owning the learning. IB professional development models and develops inquiry-based pedagogy. IB authorization teams and evaluation teams verify IB classrooms meet these IB standards and practices.

**4. Evidence of both formative and summative assessment.**

IB Instruction targets building specific skills using the content of the discipline, IB criteria and IB rubrics. Summative assessment forms the first building block of IB curriculum documents. There is frequent and focused assessment of that knowledge and those skills. Formative assessment takes place during instruction for teachers to gauge where learning gaps are still evident and to adjust instruction. Summative assessment takes place when teachers know their students are ready to demonstrate their knowledge and skills, formally measured by achievement levels within a criterion. The summative assessment should allow students to transfer their knowledge and skills, by demonstrating their ability to show the limits of their knowledge, as well as show their accomplishments within an authentic framework. Professional development and IB curriculum documents guide teachers to improved formative and summative assessments.

**5. Multiple opportunities for students to practice critical and creative thinking.** Inquiry questions and learning engagements ask students to think through problems and gather

new understandings, using new skills, honing skills learned previously, technology and a collaborative learning environment.

**6. Use of technology where appropriate.**

Teachers and students incorporate technology where appropriate to enhance teaching and learning.

**7. Interdisciplinary approach where it is appropriate and builds a deeper understanding of the concept studied.**

Holistic learning breaks down artificial barriers of the subject groups enabling students to discover the relationships between disciplines and the real world. Allowing students to build disciplinary connections. IB requires teachers to create transdisciplinary units in the PYP and interdisciplinary units in the MYP.

**8. The MYP unit is contextually focused using a global context to get to the “why” while the PYP unit is focused through the transdisciplinary themes.**

Encourages looking at the subject matter through multiple perspectives, building on the idea that there is more than one way to understand one another.

**9. Evidence of criterion related assessment using the published objectives for each summative assessment.**

Each MYP subject group has a set of published criteria based on age appropriate interim objectives. These criteria are applied when making a summative judgment about student achievement. All DP courses provide multiple summative requirements linked to the course objectives.

**10. Evidence units are created with the end in mind through backwards design is demonstrated by the teacher designed MYP or PYP unit planner where the summative assessment is designed at the beginning of the unit develop process and then guides teaching and learning. DP teachers develop syllabi outline the course to include the required Internal Assessments and prepare for the required External Assessments.**

Using multiple resources as tools for teaching and learning, the MYP or PYP planner and DP syllabus outlines the structure of knowledge that is conceived conceptually and taught through inquiry including interdisciplinary connections, Learner Profile attributes and Approaches to Learning. In the DP connections are also made to the IB Theory of Knowledge (TOK) class to connect all learning across all disciplines.

(Adapted from: <http://www.teachinquiry.com/index/Introduction.html> Audet, Richard H., Integrating Inquiry across the Curriculum, Corwin Press, 2005)

### **Special Populations**

TCIS will utilize and follow LISD’s EHBD (Legal) and (Local) policies to serve all special populations and meet all legal requirements. TCIS also plans to use the expertise of LISD’s Special Education, ELL, G/T and 504 personnel. TCIS and the IB organization are specifically committed to providing access for all students. The IB recognizes, “Inclusion is an ongoing process that aims to increase access and engagement in learning for all students by identifying and removing barriers.” (International Baccalaureate®, 2014) To this end, all TCIS personnel serving special populations will receive IB professional development and be IB teachers. In addition to using LISD special population expertise and special population legal requirements, TCIS will address those needs through IB specific activities such as the following:

- Documentation of differentiation for special populations in the PYP planner, MYP planner and in DP daily lessons plans,
- IB professional development,



## TCIS EDUCATIONAL PROGRAM

- IB teacher collaboration meetings,
- Support for mother tongues,
- Programs celebrating cultural diversity.

### **At-Risk Students**

Although 51.4% of the LHS students are identified as at-risk, the current four-year graduation rate is 99.5% and ranks 9<sup>th</sup> in the United States as reported by USA Today. 50.5% of the FMS students are identified as at-risk. 13.4% of the PEP students are identified as at-risk. 59.5% of the WES students are identified as at-risk. Many at-risk students are thriving at the proposed TCIS schools. TCIS, therefore, will be highly selective in changing current practices. Where there are identified needs, the approach for at-risk students will focus on (1) academic instruction and (2) caring, sustained relationships. Academic instruction will focus first on classroom instruction. Teachers and administrators will evaluate instruction to determine it meets IB criteria as (1) structured inquiry, (2) aligned to the TEKS and to summative assessments including PYP teacher designed rubrics, MYP criteria, DP, STAAR EOC, SAT and ACT, (3) student-led and (4) engaging. For teachers to align instruction they will need to answer four questions. (1) What specifically must the students know and be able to do? (2) Based on summative assessments, what is the necessary level of rigor? (3) What common misunderstandings and mistakes will students make? (4) What learning activities will best teach the content for students to be successful on the summative assessment(s)? At-risk students will receive instruction through regular classrooms or through an intervention classroom teaching the regular content with a master teacher, smaller class size and the option of additional teaching time. Supplemental academic instruction will be provided as needed through tutorials, extended day and Saturday tutorials. Supplemental instruction will be provided in small group or one-to-one. Other supports will be developed as a unique intervention for the individual student.

Professor Maurice J. Elias of Rutgers University wrote in a 2009 blog post on Edutopia, “One of the shortcomings of our educational structure is that relationships with teachers, especially in secondary school, may be caring, but they are not easy to sustain. Yet at-risk youth need relationships that are both caring and stable.” (Source: <https://www.edutopia.org/blog/teaching-urban-youth-strategies-research-sel-maurice-elias>) As TCIS identifies at-risk students who are not thriving, TCIS will guide its schools in use of the IB components to sustain relationships. For example, a teacher who has successfully taught an at-risk student in a grade 9 class would be the IB MYP Personal Project supervisor for the student in grade 10. Enhancements to the current program would be developed collaborative with school administrators and thoughtfully implemented.

### **Student Recruitment**

TCIS schools will continue to recruit students from across the district and neighboring communities through presentations at FMS to showcase IB MYP and DP at the high school. Grade 8 students will also be invited to the exhibition of Personal Projects. Similarly, IB MYP will be showcased for PYP students including invitations to the MYP community project presentation at FMS. TCIS will also host a campus showcase, open to all LISD middle school and the East Texas area students and parents. LHS’s IB, AP and Dual Credit programs, available endorsements and extra-curricular sports and activities will be showcased. In addition to the traditional communication sources - campus marquee, website, and flyer/mailer – communication of the showcase events will be delivered via a unified social media presence with a designated campus staff member being assigned as the coordinator. TCIS will use a local marketing company to promote LHS including the showcase through media and organizations such as

## TCIS EDUCATIONAL PROGRAM

newspaper, television and Chamber of Commerce events. TCIS will budget for marketing. This marketing plan will be similar to the one for TCIS San Antonio schools including the following:

- Local newspaper and magazine advertisements
- Local movie theater commercials
- Internet and social media presence
- Mailers

### **Enrollment**

TCIS plans will use the current Longview ISD enrollment policy as shown in Attachment 2.

### **School Culture and Discipline**

Currently, the IB continuum pathway excludes students at WES, PEP and FMS. The LHS pathway is limited to students entering the DP in grade 11. Those students are designated as International Scholars in grade 9 and grade 10. Therefore, being an IB student is a limited designation making the benefits of an IB education also limited. Providing access to the IB for all students at the TCIS middle and elementary school and LHS students in grade 9 and grade 10 will be a massive change in school culture and climate. All student will be IB students. The IB Learner Profile characteristics will be incorporated into all classrooms. All students will have the opportunity to reflect on their growth as Thinkers, Inquirers, Principled, Reflective, Knowledgeable, Communicators, Open-Minded, Balanced, Risk-Takers and Caring. Teachers will embed the profile traits into their classroom. As stated in the IB *Principles into Practice*, "The learner profile is the IB's mission in action. It requires IB learners to strive to become inquirers, knowledgeable, thinkers, communicators, principled, open-minded, caring, risk-takers, balanced and reflective. These attributes of internationally-minded people represent a broad range of human capacities and responsibilities that go beyond a concern for intellectual development and academic content. They imply commitment to implement standards and practices that help all members of the school community learn to respect themselves, others and the world around them," (International Baccalaureate®, 2014) Finally, IB students and teachers are also challenged to act based on their learning. Action requires both passion and generosity. Action leads to service. Expansion of generosity and service will positively enhance TCIS school culture and climate.

### **Documenting and Maintaining School Culture**

TCIS will develop and administer to all stakeholders a school climate survey in the spring of each academic year to measure school climate. The results of this survey will be shared with LISD administrators and school board. Furthermore, the results of this campus survey will be shared and discussed during the principal's End-of-Year TPESS evaluation. TCIS schools have for generations drawn the city of Longview together. TCIS will build on this rich history to continue developing **an inclusive and welcoming environment**. Working in partnership with the LISD Community Relations, TCIS will designate resources to enhancing communication. For example, financial and human resources will be provided to upgrade the school websites from navigating to the site to the content and appearance of the site. Human resources, if necessary, will be dedicated to write/copy for principal newsletters and for possible inclusion in the LISD Longview Voice newspaper. Resources will be dedicated to support the planning of WES events for parents and the community. All communication will be available in English and Spanish. Priority will be given to supporting or enhancing systems of communication already in place and functioning successfully.

## TCIS EDUCATIONAL PROGRAM

**To proactively respond to students in need of support**, TCIS will utilize LISD's Response to Intervention (RtI) process for students with academic and/or behavior concerns. TCIS will also work closely with LISD's Special Education Department. TCIS will empower and educate school counselors and social workers to build relationships and partnerships with community providers for mental health, social well-being, and economic resources for families.

For transparency and consistency across LISD, TCIS will adopt the LISD's Student Code of Conduct and Lobo Discipline Plans. Links to these plans are provided in Attachment 3. TCIS will also adopt the LISD school safety plan. Consistent implementation, staff training, review and revision of these plans provide **appropriate and effective strategies to support a safe, orderly school climate, fulfillment of educational goals, promote a strong school culture and respect student rights**. The LISD Student Code of Conduct and Lobo Discipline Plans provide

## TCIS SUPPLEMENTAL ATTACHMENT 3: DRAFT PERFORMANCE AGREEMENT

**legally sound policies for student discipline, suspension and expulsion.** Students rights are protected **preventing removal in an inappropriate manner and provide proper processes for students with disabilities.** TCIS schools will continue using Skyward management software to **track discipline referrals and interventions to identify trends and adapt activities.**

Skyward's options including electronic referrals (no paperwork), immediate notification for administrators, parental access to reports through the parent portal, and immediate notification enabling proactive interventions.

### **Assessment and Evaluation**

In addition to IB programs and professional developed previously described, TCIS will **monitor and measure student progress, analyze data, implement immediate interventions, and evaluate results to inform professional develop and goals.** All TCIS schools will implement the STAAR-Interim assessments in early November and February. Data from these assessments will be analyzed by the TCIS CEO and CAO in collaboration with campus administration to determine the best strategy to improve classroom instruction and to intervene and remediate targeted students. TCIS will utilize the district's Student Information System (SIS) to store and refine data. The data will be analyzed by CEO and CAO and any modification of instructional plans will be decided with campus leadership and after consultation with district academic and assessment experts. If necessary, TCIS will provide resources such as science and math consultants to help align classroom instruction and interventions. Annual goals will be set with campus administration after consulting with district leaders for November and February benchmarks (STAAR-Interims). If goals are not met, students who failed to meet benchmarks will be targeted with remediation support that could include:

- Modification of student schedule to align target subject areas needed for success,
- After school/evening TEKS targeted tutorials,
- Online remediation / EOC prep courses,
- Test taking skills tutorials,
- Differentiated instruction to expose student to a variety of methods to master the TEKS.

# Addendum A-9

## FACILITY 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-10

Financial Calculation Workbook,  
Service Menu and Price List

*Attached Separately*



# SB 1882 Financial Workbook

Texas Council for International Studies

Campuses: 001 042 044 117 124 126

|                  |                |
|------------------|----------------|
| <b>Total ADA</b> | <b>4,572.1</b> |
|------------------|----------------|

| Gross Revenue | Authorizing Fee | Mandatory Costs | Staff Allocation | Optional Services | Net Revenue |
|---------------|-----------------|-----------------|------------------|-------------------|-------------|
| \$50,766,126  | -\$3,303,686    | -\$11,602,629   | -\$24,258,075    | -\$6,626,851      | \$4,974,884 |

| Revenue Detail           | Total               | Per Pupil          |
|--------------------------|---------------------|--------------------|
| <b>Gross Revenue</b>     | <b>\$50,766,126</b> | <b>\$11,103.40</b> |
| Federal Revenue          | \$3,600,027         | \$787.39           |
| Title I                  | \$629,339           | \$137.65           |
| Title II                 | \$0                 | \$0.00             |
| Title III                | \$32,423            | \$7.09             |
| Title IV                 | \$147,201           | \$32.20            |
| Child Nutrition Programs | \$685,586           | \$149.95           |
| IDEA                     | \$560,572           | \$122.61           |
| Magnet School Grant      | \$1,544,906         | \$337.90           |
| State and Local Revenue  | \$47,166,099        | \$10,316.01        |
| S.B. 1882 Revenues       | \$7,734,707         | \$1,691.71         |

|                        |                    |
|------------------------|--------------------|
| <b>Authorizing Fee</b> | <b>\$3,303,686</b> |
|------------------------|--------------------|

\*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   | \$2,366,399         | \$518          |
| Teachers                | \$19,316,996        | \$4,225        |
| Support Staff           | \$1,939,594         | \$424          |
| Substitute Teachers     | \$635,086           | \$139          |
| <b>Total</b>            | <b>\$24,258,075</b> | <b>\$5,306</b> |

Note: This does not include any federally funded staff.

Staff Allocation as % of State and Local Revenues | 51.4%

| Mandatory Cost Detail        | Total               | Per Pupil         |
|------------------------------|---------------------|-------------------|
| <b>Non-Optional Services</b> | <b>\$5,394,134</b>  | <b>\$1,179.79</b> |
| Maintenance                  | \$5,148,809         | \$1,126.13        |
| Data Sharing/Record Keeping  | \$149,363           | \$32.67           |
| Juvenile Detention Center    | \$95,963            | \$20.99           |
| Fund Balance                 | \$2,367,996         | \$517.92          |
| Risk Pool                    | \$240,472           | \$52.60           |
| Federal Expenditures         | \$3,600,027         | \$787.39          |
| <b>Total</b>                 | <b>\$11,602,629</b> | <b>\$2,537.69</b> |

| Optional Service Detail   | Total   | Per Pupil         |
|---|---|-------------------|
| Health  | \$398,591   | \$87.18           |
| Substitute Teachers/ASOP  | \$71,456  | \$15.63           |
| Special Education   | \$2,339,590   | \$511.71          |
| Dyslexia  | \$106,137   | \$23.21           |
| Transportation  | \$2,434,226   | \$532.41          |
| Security  | \$542,428   | \$118.64          |
| IT  | \$505,816   | \$110.63          |
| International Baccalaureate                                       | \$228,606   | \$50.00           |
| Certified Substitute Teachers/RN In Excess of Staff Allocation    | <i>Compensation in accordance with district payscale.</i> |                   |
| Uncertified Substitute Teachers/LVN In Excess of Staff Allocation | <i>Compensation in accordance with district payscale.</i> |                   |
| Misc. Transportation  | <i>Contract basis.</i>                                    |                   |
| <b>Total</b>  | <b>\$6,626,851</b>  | <b>\$1,449.40</b> |



# SB 1882 Financial Workbook

Longview High School (001)

Operator: TCIS

|           |         |
|-----------|---------|
| Total ADA | 2,047.8 |
|-----------|---------|

| Gross Revenue | Authorizing Fee | Mandatory Costs | Staff Allocation | Optional Services | Net Revenue |
|---------------|-----------------|-----------------|------------------|-------------------|-------------|
| \$22,550,341  | -\$1,492,012    | -\$4,833,411    | -\$12,521,652    | -\$2,968,065      | \$735,201   |

| Revenue Detail           | Total               | Per Pupil          |
|--------------------------|---------------------|--------------------|
| <b>Gross Revenue</b>     | <b>\$22,550,341</b> | <b>\$11,012.06</b> |
| Federal Revenue          | \$1,249,168         | \$610.01           |
| Title I                  | \$0                 | \$0.00             |
| Title II                 | \$0                 | \$0.00             |
| Title III                | \$3,139             | \$1.53             |
| Title IV                 | \$19,172            | \$9.36             |
| Child Nutrition Programs | \$240,729           | \$117.56           |
| IDEA                     | \$264,892           | \$129.36           |
| Magnet School Grant      | \$721,236           | \$352.20           |
| State and Local Revenue  | \$21,301,173        | \$10,402.06        |
| S.B. 1882 Revenues       | \$3,472,478         | \$1,695.72         |

|                        |             |
|------------------------|-------------|
| <b>Authorizing Fee</b> | \$1,492,012 |
|------------------------|-------------|

\*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   | \$1,130,507         | \$552          |
| Teachers                | \$10,118,421        | \$4,941        |
| Support Staff           | \$934,723           | \$456          |
| Substitute Teachers     | \$338,001           | \$165          |
| <b>Total</b>            | <b>\$12,521,652</b> | <b>\$6,115</b> |

Note: This does not include any federally funded staff.

Staff Allocation as % of  
State and Local Revenues | 58.8%

| Mandatory Cost Detail        | Total              | Per Pupil         |
|------------------------------|--------------------|-------------------|
| <b>Non-Optional Services</b> | <b>\$2,415,950</b> | <b>\$1,179.79</b> |
| Maintenance                  | \$2,306,072        | \$1,126.13        |
| Data Sharing/Record Keeping  | \$66,897           | \$32.67           |
| Juvenile Detention Center    | \$42,980           | \$20.99           |
| Fund Balance                 | \$1,060,589        | \$517.92          |
| Risk Pool                    | \$107,704          | \$52.60           |
| Federal Expenditures         | \$1,249,168        | \$610.01          |
| <b>Total</b>                 | <b>\$4,833,411</b> | <b>\$2,360.31</b> |

| Optional Service Detail   | Total  | Per Pupil         |
|---|--|-------------------|
| Health  | \$178,523  | \$87.18           |
| Substitute Teachers/ASOP  | \$32,004   | \$15.63           |
| Special Education   | \$1,047,867  | \$511.71          |
| Dyslexia  | \$47,537   | \$23.21           |
| Transportation  | \$1,090,253  | \$532.41          |
| Security  | \$242,945  | \$118.64          |
| IT  | \$226,547  | \$110.63          |
| International Baccalaureate                                       | \$102,389  | \$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.                                    |                   |
| <b>Total</b>  | <b>\$2,968,065</b>                                 | <b>\$1,449.40</b> |





# SB 1882 Financial Workbook

Foster Middle School (042)

Operator: TCIS

|           |       |
|-----------|-------|
| Total ADA | 729.1 |
|-----------|-------|

| Gross Revenue | Authorizing Fee | Mandatory Costs | Staff Allocation | Optional Services | Net Revenue |
|---------------|-----------------|-----------------|------------------|-------------------|-------------|
| \$7,803,902   | -\$524,223      | -\$1,595,817    | -\$3,553,376     | -\$1,056,758      | \$1,073,728 |

| Revenue Detail           | Total              | Per Pupil          |
|--------------------------|--------------------|--------------------|
| <b>Gross Revenue</b>     | <b>\$7,803,902</b> | <b>\$10,703.49</b> |
| Federal Revenue          | \$319,673          | \$438.45           |
| Title I                  | \$0                | \$0.00             |
| Title II                 | \$0                | \$0.00             |
| Title III                | \$5,046            | \$6.92             |
| Title IV                 | \$87,724           | \$120.32           |
| Child Nutrition Programs | \$132,038          | \$181.10           |
| IDEA                     | \$94,865           | \$130.11           |
| Magnet School Grant      | \$0                | \$0.00             |
| State and Local Revenue  | \$7,484,228        | \$10,265.04        |
| S.B. 1882 Revenues       | \$1,239,653        | \$1,700.25         |

|                        |           |
|------------------------|-----------|
| <b>Authorizing Fee</b> | \$524,223 |
|------------------------|-----------|

\*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   | \$375,888          | \$516          |
| Teachers                | \$2,810,064        | \$3,854        |
| Support Staff           | \$290,117          | \$398          |
| Substitute Teachers     | \$77,308           | \$106          |
| <b>Total</b>            | <b>\$3,553,376</b> | <b>\$4,874</b> |

Note: This does not include any federally funded staff.

Staff Allocation as % of  
State and Local Revenues | 47.5%

| Mandatory Cost Detail        | Total              | Per Pupil         |
|------------------------------|--------------------|-------------------|
| <b>Non-Optional Services</b> | <b>\$860,181</b>   | <b>\$1,179.79</b> |
| Maintenance                  | \$821,060          | \$1,126.13        |
| Data Sharing/Record Keeping  | \$23,818           | \$32.67           |
| Juvenile Detention Center    | \$15,303           | \$20.99           |
| Fund Balance                 | \$377,615          | \$517.92          |
| Risk Pool                    | \$38,347           | \$52.60           |
| Federal Expenditures         | \$319,673          | \$438.45          |
| <b>Total</b>                 | <b>\$1,595,817</b> | <b>\$2,188.75</b> |

| Optional Service Detail   | Total  | Per Pupil         |
|---|--|-------------------|
| Health  | \$63,562   | \$87.18           |
| Substitute Teachers/ASOP  | \$11,395   | \$15.63           |
| Special Education   | \$373,085  | \$511.71          |
| Dyslexia  | \$16,925   | \$23.21           |
| Transportation  | \$388,177  | \$532.41          |
| Security  | \$86,499   | \$118.64          |
| IT  | \$80,660   | \$110.63          |
| International Baccalaureate                                       | \$36,455   | \$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.                                    |                   |
| <b>Total</b>  | <b>\$1,056,758</b>                                 | <b>\$1,449.40</b> |



# SB 1882 Financial Workbook

Judson STEAM Academy (044)

Operator: TCIS

|           |       |
|-----------|-------|
| Total ADA | 533.7 |
|-----------|-------|

| Gross Revenue | Authorizing Fee | Mandatory Costs | Staff Allocation | Optional Services | Net Revenue |
|---------------|-----------------|-----------------|------------------|-------------------|-------------|
| \$5,854,190   | -\$397,646      | -\$1,111,279    | -\$2,730,827     | -\$773,606        | \$840,832   |

| Revenue Detail           | Total              | Per Pupil          |
|--------------------------|--------------------|--------------------|
| <b>Gross Revenue</b>     | <b>\$5,854,190</b> | <b>\$10,968.22</b> |
| Federal Revenue          | \$177,071          | \$331.75           |
| Title I                  | \$0                | \$0.00             |
| Title II                 | \$0                | \$0.00             |
| Title III                | \$5,000            | \$9.37             |
| Title IV                 | \$13,024           | \$24.40            |
| Child Nutrition Programs | \$85,143           | \$159.52           |
| IDEA                     | \$73,904           | \$138.46           |
| Magnet School Grant      | \$0                | \$0.00             |
| State and Local Revenue  | \$5,677,119        | \$10,636.47        |
| S.B. 1882 Revenues       | \$899,567          | \$1,685.40         |

|                        |           |
|------------------------|-----------|
| <b>Authorizing Fee</b> | \$397,646 |
|------------------------|-----------|

\*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   | \$323,413          | \$606          |
| Teachers                | \$2,023,787        | \$3,792        |
| Support Staff           | \$298,122          | \$559          |
| Substitute Teachers     | \$85,506           | \$160          |
| <b>Total</b>            | <b>\$2,730,827</b> | <b>\$5,116</b> |

Note: This does not include any federally funded staff.

Staff Allocation as % of  
State and Local Revenues | 48.1%

| Mandatory Cost Detail        | Total              | Per Pupil         |
|------------------------------|--------------------|-------------------|
| <b>Non-Optional Services</b> | <b>\$629,701</b>   | <b>\$1,179.79</b> |
| Maintenance                  | \$601,062          | \$1,126.13        |
| Data Sharing/Record Keeping  | \$17,436           | \$32.67           |
| Juvenile Detention Center    | \$11,203           | \$20.99           |
| Fund Balance                 | \$276,435          | \$517.92          |
| Risk Pool                    | \$28,072           | \$52.60           |
| Federal Expenditures         | \$177,071          | \$331.75          |
| <b>Total</b>                 | <b>\$1,111,279</b> | <b>\$2,082.06</b> |

| Optional Service Detail   | Total  | Per Pupil         |
|---|--|-------------------|
| Health  | \$46,531   | \$87.18           |
| Substitute Teachers/ASOP  | \$8,342  | \$15.63           |
| Special Education   | \$273,119  | \$511.71          |
| Dyslexia  | \$12,390   | \$23.21           |
| Transportation  | \$284,167  | \$532.41          |
| Security  | \$63,322   | \$118.64          |
| IT  | \$59,048   | \$110.63          |
| International Baccalaureate                                       | \$26,687   | \$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.                                    |                   |
| <b>Total</b>  | <b>\$773,606</b>                                   | <b>\$1,449.80</b> |



# SB 1882 Financial Workbook

Hudson PEP Elementary (117)

Operator: TCIS

|           |       |
|-----------|-------|
| Total ADA | 571.2 |
|-----------|-------|

| Gross Revenue | Authorizing Fee | Mandatory Costs | Staff Allocation | Optional Services | Net Revenue |
|---------------|-----------------|-----------------|------------------|-------------------|-------------|
| \$5,625,382   | -\$387,675      | -\$1,090,434    | -\$2,134,700     | -\$827,931        | \$1,184,644 |

| Revenue Detail           | Total              | Per Pupil         |
|--------------------------|--------------------|-------------------|
| <b>Gross Revenue</b>     | <b>\$5,625,382</b> | <b>\$9,847.98</b> |
| Federal Revenue          | \$90,623           | \$158.65          |
| Title I                  | \$0                | \$0.00            |
| Title II                 | \$0                | \$0.00            |
| Title III                | \$9,100            | \$15.93           |
| Title IV                 | \$27,281           | \$47.76           |
| Child Nutrition Programs | \$54,242           | \$94.96           |
| IDEA                     | \$0                | \$0.00            |
| Magnet School Grant      | \$0                | \$0.00            |
| State and Local Revenue  | \$5,534,760        | \$9,689.33        |
| S.B. 1882 Revenues       | \$961,989          | \$1,684.09        |

|                        |           |
|------------------------|-----------|
| <b>Authorizing Fee</b> | \$387,675 |
|------------------------|-----------|

\*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   | \$174,984          | \$306          |
| Teachers                | \$1,772,728        | \$3,103        |
| Support Staff           | \$151,690          | \$266          |
| Substitute Teachers     | \$35,297           | \$62           |
| <b>Total</b>            | <b>\$2,134,700</b> | <b>\$3,737</b> |

Note: This does not include any federally funded staff.

Staff Allocation as % of  
State and Local Revenues | 38.6%

| Mandatory Cost Detail        | Total              | Per Pupil         |
|------------------------------|--------------------|-------------------|
| <b>Non-Optional Services</b> | <b>\$673,920</b>   | <b>\$1,179.79</b> |
| Maintenance                  | \$643,270          | \$1,126.13        |
| Data Sharing/Record Keeping  | \$18,661           | \$32.67           |
| Juvenile Detention Center    | \$11,989           | \$20.99           |
| Fund Balance                 | \$295,847          | \$517.92          |
| Risk Pool                    | \$30,044           | \$52.60           |
| Federal Expenditures         | \$90,623           | \$158.65          |
| <b>Total</b>                 | <b>\$1,090,434</b> | <b>\$1,908.95</b> |

| Optional Service Detail   | Total  | Per Pupil         |
|---|--|-------------------|
| Health  | \$49,798   | \$87.18           |
| Substitute Teachers/ASOP  | \$8,927  | \$15.63           |
| Special Education   | \$292,298  | \$511.71          |
| Dyslexia  | \$13,260   | \$23.21           |
| Transportation  | \$304,122  | \$532.41          |
| Security  | \$67,769   | \$118.64          |
| IT  | \$63,194   | \$110.63          |
| International Baccalaureate                                       | \$28,561   | \$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.                                    |                   |
| <b>Total</b>  | <b>\$827,931</b>                                   | <b>\$1,449.80</b> |



# SB 1882 Financial Workbook

South Ward Elementary (124)

Operator: TCIS

|           |       |
|-----------|-------|
| Total ADA | 312.3 |
|-----------|-------|

| Gross Revenue | Authorizing Fee | Mandatory Costs | Staff Allocation | Optional Services | Net Revenue |
|---------------|-----------------|-----------------|------------------|-------------------|-------------|
| \$3,898,025   | -\$227,917      | -\$1,190,794    | -\$1,713,451     | -\$452,714        | \$313,150   |

| Revenue Detail           | Total              | Per Pupil          |
|--------------------------|--------------------|--------------------|
| <b>Gross Revenue</b>     | <b>\$3,898,025</b> | <b>\$12,479.87</b> |
| Federal Revenue          | \$644,096          | \$2,062.13         |
| Title I                  | \$452,997          | \$1,450.31         |
| Title II                 | \$0                | \$0.00             |
| Title III                | \$7,092            | \$22.71            |
| Title IV                 | \$0                | \$0.00             |
| Child Nutrition Programs | \$87,261           | \$279.37           |
| IDEA                     | \$96,746           | \$309.74           |
| Magnet School Grant      | \$0                | \$0.00             |
| State and Local Revenue  | \$3,253,929        | \$10,417.74        |
| S.B. 1882 Revenues       | \$528,038          | \$1,690.56         |

|                        |           |
|------------------------|-----------|
| <b>Authorizing Fee</b> | \$227,917 |
|------------------------|-----------|

\*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   | \$177,286          | \$568          |
| Teachers                | \$1,343,566        | \$4,302        |
| Support Staff           | \$118,405          | \$379          |
| Substitute Teachers     | \$74,194           | \$238          |
| <b>Total</b>            | <b>\$1,713,451</b> | <b>\$5,486</b> |

Note: This does not include any federally funded staff.

Staff Allocation as % of State and Local Revenues | 52.7%

| Mandatory Cost Detail        | Total              | Per Pupil         |
|------------------------------|--------------------|-------------------|
| <b>Non-Optional Services</b> | <b>\$368,501</b>   | <b>\$1,179.79</b> |
| Maintenance                  | \$351,741          | \$1,126.13        |
| Data Sharing/Record Keeping  | \$10,204           | \$32.67           |
| Juvenile Detention Center    | \$6,556            | \$20.99           |
| Fund Balance                 | \$161,770          | \$517.92          |
| Risk Pool                    | \$16,428           | \$52.60           |
| Federal Expenditures         | \$644,096          | \$2,062.13        |
| <b>Total</b>                 | <b>\$1,190,794</b> | <b>\$3,812.43</b> |

| Optional Service Detail   | Total  | Per Pupil         |
|---|--|-------------------|
| Health  | \$27,230   | \$87.18           |
| Substitute Teachers/ASOP  | \$4,882  | \$15.63           |
| Special Education   | \$159,829  | \$511.71          |
| Dyslexia  | \$7,251  | \$23.21           |
| Transportation  | \$166,294  | \$532.41          |
| Security  | \$37,056   | \$118.64          |
| IT  | \$34,555   | \$110.63          |
| International Baccalaureate                                       | \$15,617   | \$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.                                    |                   |
| <b>Total</b>  | <b>\$452,714</b>                                   | <b>\$1,449.40</b> |



# SB 1882 Financial Workbook

Ned E. Williams Elementary (126)

Operator: TCIS

|           |       |
|-----------|-------|
| Total ADA | 377.9 |
|-----------|-------|

| Gross Revenue | Authorizing Fee | Mandatory Costs | Staff Allocation | Optional Services | Net Revenue |
|---------------|-----------------|-----------------|------------------|-------------------|-------------|
| \$5,034,286   | -\$274,213      | -\$1,780,895    | -\$1,604,070     | -\$547,778        | \$827,329   |

| Revenue Detail           | Total              | Per Pupil          |
|--------------------------|--------------------|--------------------|
| <b>Gross Revenue</b>     | <b>\$5,034,286</b> | <b>\$13,320.54</b> |
| Federal Revenue          | \$1,119,396        | \$2,961.88         |
| Title I                  | \$176,342          | \$466.59           |
| Title II                 | \$0                | \$0.00             |
| Title III                | \$3,046            | \$8.06             |
| Title IV                 | \$0                | \$0.00             |
| Child Nutrition Programs | \$86,173           | \$228.01           |
| IDEA                     | \$30,165           | \$79.82            |
| Magnet School Grant      | \$823,670          | \$2,179.40         |
| State and Local Revenue  | \$3,914,890        | \$10,358.66        |
| S.B. 1882 Revenues       | \$632,982          | \$1,674.85         |

|                        |           |
|------------------------|-----------|
| <b>Authorizing Fee</b> | \$274,213 |
|------------------------|-----------|

\*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   | \$184,321          | \$488          |
| Teachers                | \$1,248,432        | \$3,303        |
| Support Staff           | \$146,539          | \$388          |
| Substitute Teachers     | \$24,779           | \$66           |
| <b>Total</b>            | <b>\$1,604,070</b> | <b>\$4,244</b> |

Note: This does not include any federally funded staff.

Staff Allocation as % of  
State and Local Revenues | 41.0%

| Mandatory Cost Detail        | Total              | Per Pupil         |
|------------------------------|--------------------|-------------------|
| <b>Non-Optional Services</b> | <b>\$445,882</b>   | <b>\$1,179.79</b> |
| Maintenance                  | \$425,603          | \$1,126.13        |
| Data Sharing/Record Keeping  | \$12,346           | \$32.67           |
| Juvenile Detention Center    | \$7,932            | \$20.99           |
| Fund Balance                 | \$195,740          | \$517.92          |
| Risk Pool                    | \$19,878           | \$52.60           |
| Federal Expenditures         | \$1,119,396        | \$2,961.88        |
| <b>Total</b>                 | <b>\$1,780,895</b> | <b>\$4,712.19</b> |

| Optional Service Detail   | Total  | Per Pupil         |
|---|--|-------------------|
| Health  | \$32,948   | \$87.18           |
| Substitute Teachers/ASOP  | \$5,907  | \$15.63           |
| Special Education   | \$193,392  | \$511.71          |
| Dyslexia  | \$8,773  | \$23.21           |
| Transportation  | \$201,214  | \$532.41          |
| Security  | \$44,837   | \$118.64          |
| IT  | \$41,811   | \$110.63          |
| International Baccalaureate                                       | \$18,897   | \$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.                                    |                   |
| <b>Total</b>  | <b>\$547,778</b>                                   | <b>\$1,449.40</b> |