

Transformation Waco

Special Meeting

**Tuesday, June 26, 2018
5:30 PM**

***Notice of Business Meeting
Board of Directors
Transformation Waco***

A Business Meeting of the Transformation Waco Board of Directors will be held July 24, 2018, beginning at 5:30 PM at G.W. Carver Middle School, 1601 J. J. Flewellen Rd., Waco, Texas.

The subjects to be discussed or considered or upon which any formal action may be taken are listed below. Items do not have to be taken in the same order as shown on this meeting notice

- I. Call to order
- II. Establishment of quorum
- III. Audience for guest
- IV. Reports and Discussion
 - a) Presentation and discussion on CEO and Board roles and responsibilities
 - b) Presentation and discussion on Transformation Zone funding, account coding, and budget requirements
 - c) Presentation and discussion on parent involvement committee
- V. Adjournment

The notice for this meeting was posted in compliance with the Texas Open Meetings Act on July 20, 2018 at 9:30 PM.



For the Board of Directors

Transformation Waco

Special Meeting

G.W. Carver Middle School
1601 J.J. Flewellen Rd.
Waco, TX 76704

Tuesday, June 26, 2018
5:30 PM

AGENDA

I. Call to order

II. Election of Board of Directors

The Board will consider and approve appointment of six new directors to replace the initial directors, with the exception of the current President, who will remain on the board, effective immediately.

III. Election of Officers

Discussion and possible action to elect of officers, including a President, Secretary, and other offices in accordance with the Bylaws

IV. Accept Assignment of Agreement

Discussion and possible action on the Assignment of the Performance Contract between Prosper Waco and Waco ISD and Campus Charter awarded to Prosper Waco by Waco ISD authorizing oversight and operation of Alta Vista Elementary, Brook Avenue Elementary, J.H. Hines Elementary, G.W. Carver Middle School, and Indian Spring Middle School

V. Amendment to Agreement

Discussion and possible action on amendment to the Performance Contract with WISD for oversight and operation of five WISD campuses as required by the Texas Education Agency

VI. Hiring of Administrators

The Board will consider and take possible action to approve the hiring of principals.

VII. Schedule next meeting

VIII. Adjournment

6/25/18

Transformation Zone Contract Summary and Background Information:

If approved, the proposed performance contract will grant Transformation Waco a charter under TEC Subchapter C, Chapter 12 to operate Alta Vista Elementary, Brook Avenue Elementary, J.H. Hines Elementary, G.W. Carver Middle School and Indian Spring Middle School. This agreement formalizes the plan outlined in the Local Campus Partnership Application submitted by Transformation Waco to create a five campus Transformation Zone.

The performance contract became effective on April 30, 2018, and Prosper Waco assumed operations of the schools on May 30, 2018. Under the rules adopted by the commissioner of education to implement SB 1882, Prosper Waco had to begin operating the campuses before the end of the 2017-2018 school year for the campuses to receive a two-year accountability reprieve starting this August.

The performance contract has an initial three-year term and will be automatically renewed each year thereafter unless notice of intent to terminate under the provisions of the contract is given at least six months in advance of the end of the then-current school year. The contract can also be terminated by mutual consent, if one party breaches the agreement, or if the schools fail to achieve the student outcome goals specified in Addendum 3. The proposed Board Policy ELA (LOCAL) specifies criteria for the board to consider when determining whether or not to renew the contract after the initial term.

Waco ISD will serve as the fiduciary agent for the Transformation Zone. With the exception of the funding for the minimal number of staff positions documented as necessary for implementation of this agreement, Waco ISD will not transfer funds to Prosper Waco as a result of this partnership. Waco ISD will give Transformation Waco the authority to set budgets for the five campuses.

If the Texas Education Agency (TEA) determines that the partnership is eligible for SB 1882 benefits, the five campuses will receive the state funding to which an open-enrollment charter school would be entitled. Based on projected enrollment at these campuses for the 2018-2019 school year, the students attending them could generate an additional \$2.88 million in revenue.

Not all of that revenue will be additional funding for the campuses to allocate at their discretion. Setting the budget for these campuses based on the revenue generated by the students enrolled there represents a small but significant shift from current practice. While most budgeting decisions are currently based on student enrollment, in effect, some districtwide expenses “come off the top,” and to a degree, larger campuses subsidize smaller campuses. As a result, some of the additional revenue will be withheld to cover each campus’s share of districtwide administrative expenses and selected optional services.

Two of the five campuses in the Transformation Zone also have Texas Title I Priority Schools (T-TIPS) grants which will be ending with the current school year. Some campuses may also use the new revenue to sustain positions and programs that are currently funded by the T-TIPS grants.

In addition to the budgetary authority, the agreement grants Transformation Waco autonomy in the operation of each campus and authority over its schedule, academic plan, and staffing. Campus staff members will remain Waco ISD employees with the same employment rights and contracts as their colleagues at schools outside of the Transformation Zone. While Transformation Waco will have the authority to approve all staffing assignments for the five campuses, termination or reassignment of an employee at any of the Transformation Zone schools will require the mutual consent of Waco ISD and Transformation Waco.

Fiscal Implications:

If TEA determines that the partnership is eligible for SB 1882 benefits, the revenue generated by students attending the five campuses will increase by an estimated \$2,884,032 based on enrollment projections for the 2018-2019 school year.

Waco ISD will grant Transformation Waco the initial and final authority for the Transformation Zone budgets. General fund allocations are projected to total \$21,593,096 for the 2018-2019 school year. Waco ISD will withhold no more than 14.15% of those allocations for administrative services. Waco ISD will also withhold the cost of providing other optional services that Transformation Waco chooses to purchase from the district. Additionally, funding for the Transformation Zone Chief Officer and related costs of operations will be withheld from these same campus allotments.

AGREEMENT BETWEEN WACO ISD AND PROSPER WACO

This Agreement (the “Agreement”) is made and entered into as of April 30, 2018 (“Commencement Date”) by and between WACO INDEPENDENT SCHOOL DISTRICT, a public independent school district and political subdivision of the State of Texas, (“WISD”) and Greater Waco Collective Impact Initiative dba “Prosper Waco” (“Operating Partner ” or “OP”) (together, the “Parties”) to operate each School listed in Addendum 5 (collectively, the “Schools” and individually, the “School”) beginning on May 30, 2018. Both Parties intend that a new specialty-purpose nonprofit shall be created to serve as the Operating Partner and plan to modify this Agreement as necessary to accommodate this intention.

ARTICLE I.

RECITALS

- 1.01 Independent School District. WISD is an independent school district created within the laws of Texas.
- 1.02 Authority to Contract. The board of trustees of WISD is empowered by Texas Education Code, Sections 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 Non-Profit Organization. Prosper Waco 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)), has been awarded a charter granted under TEC Subchapter C, Chapter 12 and is eligible under TEC 12.101(a).
- 1.04 Consultation. WISD has consulted with campus personnel regarding provisions to be included in this Agreement. WISD recognizes that all rights and protections afforded by current employment contracts or agreements may not be affected by this Agreement.
- 1.05 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 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.
- 2.03 Student Achievement. The primary purpose of this Agreement is to improve student outcomes by authorizing OP to operate the Schools as an autonomous campus subject to transparent accountability requirements. 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 for an initial three (3) year term, with automatic renewal for one (1) year terms each year thereafter subject to the requirement for a public hearing or other requirements of this Agreement under Section 16.05 and unless terminated in accordance with the provisions of Article XVI. Such termination must be initiated through notice by a Party no less 180 days prior to the expiration of the agreement.

ARTICLE III.

DEFINED TERMS

- 3.01 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.
- 3.02. 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 OP 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

- 4.01 Nature of Relationship. The relationship between the Parties hereto shall be that of contracting parties. OP will operate as an independent contractor to WISD 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.
- 4.02 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, unless the Party on which such duty is to be inferred has specifically authorized such action at a meeting of that Party's governing board held in accordance with the Texas Open Meetings Act (appearing in minutes of such meeting) and as agreed in writing by that Party.
- 4.03 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 WISD and OP.
- 4.04 Assurance of Independence. The OP governing body shall remain independent of WISD.

ARTICLE V.

APPLICABLE LAWS

- 5.01 Scope of Applicable Law. The Parties agree that certain laws and regulations that apply to other schools within WISD may not apply to the Schools under this Agreement or its operation as a consequence of the grant of a campus charter under Texas Education Code, Chapter 12. Additionally, the Schools continue to be exempt from any law or regulation from which WISD is exempt under the terms of its Local Innovation Plan adopted under Texas Education Code (TEC) Section 12A.005. The Parties further 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 Schools 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 the Schools or their operation (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 Schools are 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

- 6.01 Limitation on Authority. An educational or administrative service necessary for operation of the Schools not specifically reserved for provision by WISD 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.
- 6.02 Policy Election. OP elects to operate in accordance with the terms of WISD Board Policies effective on April 30, 2018 and specified in Addendum 2. If after execution of this Agreement OP determines that a policy specified in Addendum 2, and not otherwise required by state or federal law, is not suited to the needs of the School(s), it may elect to cease operating in accordance with that policy if it provides notice of its intent to WISD 60 days prior to cessation. OP will provide WISD the opportunity to present any concerns about cessation in a meeting attended by both Parties. OP agrees to give concerns due consideration and negotiate solutions in good faith. If the Parties are not able to reach agreement on cessation or an alternative policy, each agrees to cooperate in a mediated negotiation facilitated by Texas Education Service Centers staff or other individual agreed upon by the Parties. If no agreement is reached after mediation, OP or a subset of the Schools it operates may cease operating in accordance with the policy and agrees to give due consideration to any further alternatives proposed by WISD.
- 6.03 Adoption and Publication of School Policies. The governing board of OP will adopt policies addressing matters specified in Addendum 2 at a public meeting held in conformance with requirements of the Texas Open Meetings Law, Chapter 551, Texas Government Code. OP will provide proposed policies or proposed amendments to policies currently in effect in draft form to WISD 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. OP will publish adopted policies and WISD Board Policies applicable by law or by election under this Agreement on each School's Internet website.
- 6.04 Future Waivers and Exemptions. 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 Schools. If WISD 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 Schools 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, and the policy is not waived by this Agreement, the waiver applies to the Schools unless WISD notifies the Schools otherwise in writing within 60 days of the waiver's application to the other WISD school(s).

ARTICLE VII.

PERFORMANCE REQUIREMENTS

- 7.01 Student Outcome Goals. The primary responsibility of OP under this Agreement is to ensure that the annual student outcome goals specified in Addendum 3 are achieved.
- 7.02 Performance Measurement, Methods, and Timeline. The Parties agree that achievement of annual student academic and financial performance targets agreed upon by the Parties and specified in Addendum 3 will be determined using the methods, indicators, and timelines specified in Addendum 3. OP agrees to work to provide financial reports in coordination with WISD. OP also commits to use substantially all funds received pursuant to this Agreement towards the Schools.
- 7.03 Performance Consequences. The Parties agree to specific consequences as described in Addendum 4 in the event that OP does not meet the annual academic or financial performance expectations and goals described in Addendum 3.
- 7.04 Responsibilities of OP Governing Board. The governing board of OP agrees that it is responsible for ensuring that OP achieves performance goals specified in Addendum 3 and is obliged to oversee management of the Schools and intervene as required to ensure that performance goals are achieved.

ARTICLE VIII.

SCHOOL OPERATIONS

- 8.01 Operational Autonomy. OP shall have full autonomy with respect to the operation of each School. Domains of autonomy specified in this Agreement are intended as illustrative and do not represent an exhaustive listing.
- 8.02 Governing Structure. Subject to the terms of this Agreement, the governing board of OP will serve as the governing board of the Schools, will oversee management of the Schools, and has sole authority to hire and manage the Schools' chief operating officer ("COO") and to set the terms and conditions of the Schools' COO's employment.
- 8.03 Governing Board. OP represents that a true and accurate list of its current directors ("Directors") is attached to this Agreement as Addendum 9. If there is any change to the Directors during the Term of this Agreement, OP shall provide notice to WISD of the change within 30 days.
- 8.04 Budgetary Authority of OP. OP has initial and final authority to adopt and implement the budget for the Schools, subject to complying with applicable restrictions on the use of state and federal funds. Under Texas Education Code, TEC §44.002 and rules adopted by the Texas Education Agency ("TEA"), a budget must be adopted by the board of trustees of an independent school district, inclusive of any amendments, no later than August 31. In order to prepare the public notice to be published 10 days prior to the meeting, the district budget must be prepared by a date set by the state board of education, currently August 20. The officially adopted budget, as amended, must be filed with TEA through the Public Education Information Management System (PEIMS) by the date prescribed in the annual system guidelines. A school district must amend the official budget before exceeding a functional expenditure category in the total district budget. As the Schools receive funding under the Texas Foundation School Program and expenditures of such funds must be appropriated and reported as required under State law and the TEA, OP shall adhere to timelines and procedures established by WISD for the approval or amendment of OP's budget for the Schools. With appropriate documentation, OP shall be reimbursed from the funding allocation for expenses directly incurred in connection with this Agreement. Such expenses may include salary and benefits

for OP staff time to the extent such OP staff time is used in the implementation of this Agreement.

- 8.05 Grade Levels. Beginning in the 2018-2019 school year, each School will serve students in grade levels as provided in Addendum 5. Any changes in grade levels served at one or more of the Schools must be mutually agreed upon in writing by both Parties through an amendment to Addendum 5.
- 8.06 Attendance Area. The School attendance area (“Attendance Area”) shall be defined as the area designated in Addendum 5 to this Agreement subject to TEC §12.065. Any changes to the attendance area must be mutually agreed upon in writing by both parties through an amendment to Addendum 5. Addendum 5 may be updated to remove or add WISD schools from this list by mutual agreement of both Parties.
- 8.07 Enrollment Policies. Any student who currently attends any of the Schools in the time before the effective date of this Agreement and does not change residences may attend that School and may not be refused continued enrollment. If there are additional spots remaining then those spots may be filled by students who reside in the District and then filled by students who reside outside the District. The Parties will collaborate and agree on a process for enrollment of students into the Schools. Neither Party may alter enrollment policies in a manner that affects enrollment at Schools operated under this Agreement without the written consent of the other Party.
- 8.08 Schedule. OP will have sole authority in determining the school day, school year, bell schedule, schedule for before and after-school services and for extra-curricular activities. OP agrees to provide this information to WISD no later than 21 days before the start of the school year and to confer with WISD prior to altering any schedules. WISD agrees to provide transportation in a manner that conforms to schedules determined by OP as well as Sections 12.06.02 and 12.07.
- 8.09 WISD Meetings, Initiatives, and Training. School staff will not be required to participate in WISD training events or other meetings unless directed by OP. OP agrees that all School staff will comply with training requirements under Applicable Law.
- 8.10 Contractor Criminal History Background Checks. OP will require criminal history background checks on all vendor and contractor personnel who enter the Schools or any WISD campus or building.

- 8.11 Technology Infrastructure; Network Services. WISD shall be responsible for providing, repairing, and maintaining technology infrastructure and network services at the Schools. OP shall provide WISD with a list of equipment purchased and collaborate for consistency between the standard equipment and needs of the Schools. The initial information technology equipment located at the Schools as of the commencement of the Term shall remain at the Schools unless WISD agrees in writing to its transfer to another school or other disposition.
- 8.12 Media Requests. The Parties agree to collaborate regarding any media requests or press releases related to the Schools 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 OP or WISD that may include references to the Schools.
- 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

- 9.01 Employment. OP shall have initial and final authority to approve the assignment of all District employees or contractors to each School campus. OP agrees to review assignment of District employees or contractors to each School campus with WISD prior to the start of the first full school year under this Agreement. Thereafter, except to the extent otherwise required by § 97.1075(c)(1) of the Texas Administrative Code, neither Party shall have the right to rescind assignment of an employee or contractor to the Schools without the consent of the other. OP may unilaterally reassign employees within the Schools. WISD may not assign an employee or contractor to a School without the written consent of OP. Both Parties agree to give due consideration to requests by the other Party with regards to the assignment, reassignment, or rescinding of an assignment of an employee or contractor. OP will have full authority over the evaluation, development, advancement, and compensation of an employee or contractor while assigned to the Schools. The COO will have authority to recruit and approve hiring of any new staff assigned to the Schools. Any issues or

disciplinary problems arising with any employee will be investigated, handled by, and be the full and sole responsibility of the employer of such employee.

- 9.02 Criminal History Background Checks. WISD 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. OP agrees to provide all information required for criminal history background checks to WISD in a timely manner.
- 9.03 Certified Personnel. School 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 under the campus charter or local District of Innovation plan.
- 9.04 Employment Records. WISD is responsible for maintaining the employment records for all School personnel, and all employment records of employees are the property of WISD.
- 9.05 Employee Complaints and Grievances. The Parties agree that employee complaints and grievances will be initially heard through processes defined by OP and ultimately governed by the applicable policy of his or her employer.
- 9.06 Non-Solicitation. OP agrees it will not solicit or hire any WISD employees outside of mutually agreed upon transfer windows unless and until it receives written confirmation from WISD that the employee has been released from any contractual obligations with WISD. WISD agrees it will not solicit or hire any employee of OP, outside of mutually agreed upon transfer windows, during any school year, summer school, or after July 1 of any year. Nothing in this Agreement alters the nature of OP employees or changes the employment relationship between any employee and his/her employer.
- 9.07 Teacher Retirement System. Faculty and staff of the Schools are employees of WISD and will participate in the Teacher Retirement System of Texas. An employee of 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 X.

ACADEMIC PLAN

- 10.01 Curriculum and Program. OP will have sole authority to approve all curriculum decisions beyond the minimum requirements outlined in 19 Texas Administrative Code §74.2 (relating to Description of a Required Elementary Curriculum) or §74.3 of this title (relating to Description of a Required Secondary Curriculum), lesson plans, instructional strategies, and instructional materials, as defined in TEC, §31.002(1), to be used at that campus. This authority includes initial and final authority over educational programs for specific, identified student groups, such as gifted and talented students, students of limited English proficiency, students at risk of dropping out of school, special education students, and other statutorily defined populations (subject to the below exception for Special Education and 504 plans as detailed in Section 10.01.01 below).
- 10.01.01 Special Education and 504 Plans. After consultation with OP, WISD shall maintain and oversee the Schools' special education program and 504 plans, which OP shall operate in accordance 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.
- 10.02 Educational Plan. OP will implement the education plan described in its proposal to operate the Schools, attached as Addendum 6. OP will ensure that the curriculum satisfies the minimum requirements outlined in 19 TAC §74.2 of this title (relating to Description of a Required Elementary Curriculum) or §74.3 of this title (relating to Description of a Required Secondary Curriculum). OP agrees to notify WISD any significant alteration of this plan.
- 10.03 Selection of Instructional Materials. OP has sole authority to select instructional materials (as defined in TEC, §31.002(1)) for the Schools and represents that selected materials will align with the TEKS, or its successor, and any other standards that may be required under Applicable Law.
- 10.04 Assessments. OP has sole authority over the selection and administration of student assessments not required by state or federal law.

- 10.05 Extracurricular Programming and Participation. Students enrolled at the Schools may join any extra-curricular activity offered to WISD 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 Schools' COO.
- 10.06 Student Behavior. Students enrolled at the Schools will be required to follow WISD's Student Code of Conduct as presented in OP's proposal to operate the Schools and attached as Addendum 6 unless modified in the manner permitted by this Paragraph. OP will not modify Student Code of Conduct provisions governing expulsion or disciplinary alternative education program placements without consent of WISD but may make any other modification to the Student Code of Conduct through the process described in Section 6.02.
- 10.07 Due Process. OP will cooperate with WISD to ensure that due process is afforded with respect to student removals and expulsions.

ARTICLE XI.

FACILITIES

- 11.01 Facilities. WISD agrees to provide Facilities, in the form of classrooms and the furniture and equipment contained therein, office furniture, and equipment and storage areas, for the Schools at no cost and to provide utilities in accordance with Facility Plan attached as Addendum 7. The 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.
- 11.02 Ownership. The Parties acknowledge that all Facilities are owned by WISD and shall remain WISD's at the termination of this Agreement.
- 11.03 Permitted Use. Beginning on May 30, 2018 ("Possession Date"), and during the Term of this Agreement, OP may use and occupy the Facilities solely for the operation of the Schools as permitted by this Agreement and Applicable Law. To the extent OP wishes to use the Facilities for educational activities, separate from the Schools' core functioning but associated with its educational purposes, OP will seek approval from WISD, and such approval shall not be unreasonably denied but any costs for such facility use shall be reimbursed to WISD by OP.

- 11.04 Furniture and Equipment for Classrooms and Instructional Areas. In consultation with OP regarding the furniture and equipment needs of the OP classrooms, WISD will supply chairs, desks, bookcases, bookshelves, file cabinets, computer tables, conference tables, and other furniture as reasonably required for the OP Schools. 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 WISD. OP also may furnish other furniture, fixtures, and equipment, at its cost and expense, as OP determines is required to implement the program. The title to all furniture and equipment supplied by WISD for use by OP remains vested in WISD. OP and WISD will ensure that all property is asset tagged to clearly identify ownership. Each organization shall maintain an inventory list of all of its assets located at the Schools.
- 11.05 Fixtures and Alterations. OP may attach non-permanent materials and fixtures to the walls of the WISD classrooms but may not make any other alterations (including fixtures) in or to the OP classrooms or any other part of the WISD Facilities used by OP for OP that would alter the walls, floors, or any other permanent structure of the WISD Facilities without written consent of WISD.
- 11.06 Janitorial Services. OP shall ensure that any janitorial services to the area used by OP are provided at the same level as for the remainder of WISD. If OP purchases these services from WISD, costs for such services shall be paid from the Schools' funding allocation.
- 11.07 Buildings and Grounds Maintenance. OP shall maintain the School classrooms and any other portion of the WISD 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. WISD shall be responsible for routine maintenance and major repairs of the Schools including, upgrades, HVAC equipment, roof repairs, and parking lot repairs. WISD shall maintain all other portions of OP Schools in a neat and orderly manner.
- 11.08 Utilities. WISD shall maintain responsibility for providing utilities necessary for operating the Schools and is responsible for the costs associated with the same. Cost of utilities will be withheld from the allocation through the administrative services charge.
- 11.09 Surrender of the Facilities. On the termination of this Agreement, OP shall leave the Facilities in good condition and repair. OP shall return and surrender to WISD

all keys, security access cards, mail box keys, and keys to interior doors and improvements that were provided to OP by WISD. The obligations under this section shall survive the termination of this Agreement.

- 11.10 Breach of Contract. It is mutually understood and agreed that any material failure by either Party to perform under this Agreement that remains uncured after receipt of sixty (60) day's written notice shall be considered a material breach and default. In addition to any other remedy afforded by law or this Agreement, the non-breaching Party may be entitled upon material breach to operations management costs allocated for its role under this Agreement for 180 days after breach and default. Further, there can be no breach based on OP failure to meet the student outcome goals for academic performance provided in Addendum 3 until after such scores are received for the third school year under this Agreement.

ARTICLE XII.

FINANCIAL MATTERS

- 12.01 Payment Sources & Structure. The Parties understand that this Agreement allows for the Schools to receive WISD's usual funds from the State's Foundation School Program ("FSP Funds") attributable to all students within the District, and to receive *additional* SB 1882 funds ("SB 1882 Funds") due to this partnership Agreement.
- 12.02 FSP Funds. FSP Funds are based primarily on the weighted average-daily-attendance ("WADA") allocation received by the District under TEC §42.2511(b) for students enrolled in the Schools and in actual student attendance. The Parties understand and agree that the District shall retain the necessary FSP Funds and federal funds to pay for the educational and support services that the District is required to provide under this Agreement, which include but are not limited to: transportation; utilities; normal/regular maintenance and repairs; special education; District employees assigned to the Schools; School security; crossing guards; and food services. The amount the District retains for these required services may not exceed the District average cost per student for similar services rendered. Any unused FSP Funds, which OP is legally able to receive, shall be reserved as a restriction of the WISD general fund balance for future use for the Schools or until termination of this Agreement.
- 12.03 Instructional Materials Allotment. The instructional materials allotment attributable to the Schools shall not be included in the FSP funds calculation but shall be allocated to the Schools in accordance with the state's textbook adoption

schedule such that the Schools may select and arrange for the purchase of new instructional materials for a given subject in the same manner as other WISD schools, though Schools need not purchase the same materials as at other WISD schools.

- 12.04 Administrative Services. The Parties agree that the WISD shall withhold no more than 14.15% of all funds annually for WISD administrative services, including mandatory state and federal reporting and data system administration. Itemization and cost of administrative services projected for the 2018-2019 school year are set forth in Addendum 8, attached. The Parties agree to meet annually to review and jointly approve such fees. Any change to the list of services Addendum 8 must be jointly approved in writing by both Parties.
- 12.05 Facilities Allotment. The District shall utilize the portion of the SB 1882 Funds designated as Facilities Allotment funds to pay for bonds, maintenance, and/or the renovation of the School Facilities. These costs have been included in amounts withheld for administrative services.
- 12.06 Service-Level Agreements. OP may, at its sole discretion, choose to purchase one or more services from WISD, including services for special populations, library, counseling, temporary alternative programs, and other services at a cost jointly approved annually. Such services will be provided to Schools in the same manner as they are provided at all WISD schools. If OP operates more than one School within WISD, the services and terms of purchases may vary for each School. WISD will not and cannot require OP to use any WISD-provided services without the consent and agreement of OP as memorialized in this Agreement or other agreements. WISD will have sole decision-making authority regarding the delivery of any service related to transportation, food services, or related services.
- 12.06.01 Food Services. WISD will continue to provide food services to the Schools. WISD shall have the right to operate the following programs, as applicable, at the Schools: 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. WISD will be responsible for complying with state and federal regulations regarding the delivery of such programs. OP will comply with WISD's after-hours kitchen usage and pay for Child Nutrition Services ("CNS") employee working events. Removal of inventory, equipment, or small wares from the kitchen is strictly prohibited. OP will comply with United States Department of Agriculture ("USDA") Smart Snacks and WISD fundraising policies and procedures. OP will comply with USDA requirements regarding adults/non-students who may or may not receive free meals. OP will ensure that access to kitchen facilities is limited to WISD food service staff.

- 12.06.02 Transportation. WISD will continue to provide home-to-school and school-to-home transportation to the Schools in a manner similar to the way it provides this transportation currently. In the event one or more of the Schools operates on a different schedule and/or calendar than other schools at the District, then transportation for extended school days and/or extended school year, extra-curricular activities, field trips, and/or transportation of students on days in which the rest of the District is not operating will be addressed as provided in Section 12.07.
- 12.07 Individual Service Pricing. The District may annually publish a service menu and price list for educational and support services other than or in addition to what the District is required to provide under this Agreement. If the District opts to publish a service menu and price list, the District must do so no later than June 15th for the 2018-2019 school year and by April 15 in the following years. Such services may include but are not limited to: professional development; participation of Schools students in extra-curricular activities; transportation for field trips; and transportation or food services needed to accommodate alternative schedules and calendars (if different than other District schools). Both Parties will work together to minimize any additional costs for any modified schedules, and WISD will make every effort to offer transportation and food services without additional charge for OP. Prices will be stated in a per-pupil, per-square foot, or per-day basis format. Prices will be the at-cost prices for District schools.
- 12.08 Funding Allocation. The funding allocation set forth above shall be based initially on a projected first-year enrollment of 2,914 students at an estimated 90.8% attendance rate; an estimated 18.1% Limited English Proficient (“LEP”) students; and an estimated 94.6% economically disadvantaged students. The estimated weights will be adjusted to actual weights for purposes of determining final allocations hereunder. Any unexpended amounts identified upon the completion of the District’s annual audit, will be reserved as a restriction of the general fund balance for reallocation to the Schools in the subsequent fiscal year. Amounts spent in excess of final allocations will be reduced from the Schools’ budget in the subsequent fiscal year. This section is subject to the termination of this Agreement as provided herein.
- 12.09 Limitations. Funds shall be allocated contingent on current Average Daily Attendance (“ADA”) and Full Time Equivalent (“FTE”) records (as applicable). In no case shall the District be obligated to fund any amount for students not included in the District’s eligible ADA count to the Texas Education Agency. Notwithstanding any terms herein to the contrary, the District’s obligation is expressly subject to the receipt, adjustment, or modification of funds by the District from the State of Texas specifically allocated for those eligible students in attendance at the Schools operated by OP. Payment for direct expenditures incurred by the OP for operating management shall be issued in balance 30 days after receipt of the monthly invoice for the periods covered in this Agreement, and submitted to the District. In the event that such funding is not received or

reduced, the District shall not be obligated to OP in any amount, and OP may terminate this Agreement, and any prior payments made by the District shall be retained by OP in consideration of and as payment for educational services provided up to the date of such termination. This section 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.

- 12.10 Procedure for Initiating Allocations. By January 31st of each calendar year under this Agreement, OP shall submit its projected enrollment for the upcoming school year to the District, which shall use the projected enrollment to calculate the budgetary allocations for the next school year. With the exception of the first year of this Term, subsequent years of the Schools' operation, attendance rates and percentages of LEP and economically disadvantaged students shall be calculated based on actual figures from the previous year of operation.
- 12.11 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.
- 12.12 Federal and State Grants. In addition to the funding described above, OP may also be eligible for federal entitlement grants, such as Title I, as approved by the Federal granting agencies and the State. Such funding must be spent as approved and designated by federal and state agencies. 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, then it is understood and agreed that OP shall be liable for and shall refund such amounts received. If OP obtains a federal or state grant specifically for the Schools and for a cost originally assigned to the District, OP shall use the grant money for the cost, and the District shall not pay for the cost.
- 12.13 Contracting, Purchasing and Procurement. OP may establish school-level systems for obtaining goods and services. Purchases shall be in accordance with the District's purchasing procedures. The procedures include guidance related to competitive procurement requirements in federal regulations, state laws, and local policy. The District's purchasing department shall provide for the acquisition of goods and services at the lowest practical price. The addition, deletion, and changes to vendors will be made in accordance with District policy and purchasing procedures. OP shall utilize the District's automated financial system to enter purchase requisitions, verify account balances, select pre-approved vendors, and receive goods and services. Check payments for all goods and services will be processed and issued on a weekly basis through accounts payable. OP will ensure compliance with applicable state and federal

contracting and payment laws. OP reserves the right to contract for any services it deems beneficial in operation of the Schools.

- 12.14 Accounting and Audits. OP shall comply with generally accepted fiscal management and accounting principles. 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 its own annual audit of OP 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 any expenditures relating to this Agreement are disallowed, OP agrees to reimburse the District immediately for the requisite full amount.
- 12.15 Alternative Education Placements. Any student assigned to a School can be placed in a WISD alternative setting through a process similar to the process used for all other students in the District. WISD and OP will work in good faith to implement this process fairly and effectively.

ARTICLE XIII.

RECORDS AND REPORTING

- 13.01 Records Management System. OP 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, 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 the contract.
- 13.02 State and Federal Reporting. OP shall report timely and accurate information to WISD as necessary for WISD to comply with all applicable state and federal requirements. OP shall report information in the manner requested by WISD and correct any demonstrable errors as requested by WISD provided that the manner of reporting or correction requested is not unduly burdensome to OP.
- 13.03 Lawful Disclosure. To the extent that OP or WISD will come into possession of student records and information, and to the extent that OP or WISD 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 WISD is required to furnish information or records of the Schools pursuant to the Texas Public Information Act, OP shall furnish such information

and records to WISD, and WISD shall have the right to release such information and records. Either OP or WISD 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

- 14.01 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 WISD for the Schools shall be owned by WISD, and any materials created exclusively by OP for the Schools 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. 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.
- 14.02 Name. Each Party owns the intellectual property right and interest to their respective legal names. The Parties agree that their name may be used by either Party during the Term of this Agreement to explain the relationship of each Party under this Agreement. Use of the other Party's name for any other purpose requires the prior consent of such Party. The Parties agree that after the expiration or termination of this Agreement, each Party will not use the other Party's name for its own individual purposes.

ARTICLE XV.

INSURANCE

- 15.01 Insurance Coverage. Each Party, at its own expense, will maintain its own insurance throughout the Term of this Agreement. The insurance required under this Agreement shall be as follows:
- a) Comprehensive or commercial general liability insurance for not less than

\$1,000,000 (combined single limit for bodily injury and property damage per occurrence and in the aggregate). Each Party may elect to carry what other insurance that Party decides is necessary or advisable for its obligations under this Agreement. Such insurance will be written to cover claims incurred, discovered, manifested, or made during or after the Term. Notwithstanding the foregoing requirement regarding insurance coverage, WISD shall have the right to self-insure part or all of each Schools insurance coverage in WISD's sole discretion.

- b) Automobile insurance to cover losses for motor vehicle accidents by that Party.
- c) Workers Compensation insurance as may be required by Applicable Law for that Party.
- d) WISD will obtain and maintain property insurance for the Schools as it deems necessary and advisable to carry. Each Party may elect to carry insurance to insure its own personal property located at the Schools.

15.02 Form of Policies. Any insurance policies maintained by OP to cover the Schools or employees as provided under this Agreement shall be issued by insurance companies qualified to operate in Texas and otherwise reasonably acceptable to WISD. Such policies shall name WISD, and such other related parties as WISD elects, as additional insureds. Evidence of insurance shall be delivered to WISD on or before the Possession Date, and thereafter within thirty (30) days prior to the expiration of the term of each such policy, or immediately upon OP's obtaining a new policy. Such coverage may be maintained under a blanket insurance policy of OP.

15.03 Indemnification. Subject to the policy limits of the insurance coverage required by this Agreement, OP will protect, defend, indemnify, and save harmless WISD from and against all claims and suits, including court costs, attorneys' fees, and other expenses, caused by the acts or omissions of OP, its employees, officers, directors, trustees, subcontractors or agents in relation to the Schools or the performance of its obligations under this Agreement. Subject to the policy limits of the insurance coverage required by this Agreement, WISD will protect, defend, indemnify, and save harmless OP from and against all claims and suits, including court costs, attorneys' fees, and other expenses, caused by the acts or omissions of WISD, its employees, officers, directors, trustees, subcontractors or agents in relation to the Schools or the performance of its obligations under this Agreement.

15.04 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.

- 15.05 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.
- 15.06 Insurance Companies. All insurance coverage described in this Article shall be obtained from companies that are authorized to do business in the State of Texas.
- 15.07 Responsibility. Nothing in this Agreement shall make either Party responsible for the negligence or liability of the other Party.

ARTICLE XVI.

TERM AND TERMINATION

- 16.01 Term. The term of this Agreement shall begin on the Commencement Date and end on June 15th, 2021 unless modified under the terms of this Agreement. This Agreement is subject to the termination provisions below.
- 16.02 Termination by Mutual Consent. This Agreement may be terminated at any time by mutual written agreement of OP and WISD if termination is effective no sooner than the end of the then current school year and such notice is provided at least 180 days prior to the termination of the Agreement.
- 16.03 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 60 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. In addition to any other remedy afforded OP by law or this Agreement, OP is entitled upon material breach by WISD to compensation for administrative costs allocated for its role as OP under this Agreement for 180 days after breach and default as specified in Section 11.10 of this Agreement. In the event the Parties do not agree about whether or

to what extent a breach has occurred, the dispute-resolution process described in Article XVII applies.

16.04 Termination Related to Academic Performance. WISD may terminate this Agreement or unilaterally alter Addendum 5 to remove one or more School from the list of schools operated by OP if any of the Schools operated by OP under this Agreement is placed in one of the lowest two categories of school improvement for three or more consecutive years in which it is operated by OP or one or more School fails to substantially achieve the student outcome goals specified in Addendum 3, attached, after the third year of Schools' operation under this Agreement. Only Schools failing to meet student outcome goals may be unilaterally removed from Addendum 5, and in the event the Parties do not agree about whether academic performance warrants termination of the entire Agreement or removal of one or more School from Addendum 5, the dispute-resolution process described in Article XVII applies. 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 one hundred eighty (180) days prior to the end of the then current school year.

16.05 Termination Right to a Public Hearing. WISD may not terminate this Agreement under Section 16.03 if the Schools successfully achieves the student outcome goals specified in Addendum 3, attached, without a public hearing at least 30 days prior to any District action to terminate this Agreement. Auto-renewal provisions under Section 2.04 will not apply if one or more School fail to substantially achieve the student outcome goals specified in Addendum 3, attached, after three (3) years. In such a case, the Agreement must be affirmatively renewed by WISD after a public hearing at least thirty (30) days prior to such WISD decision, or the school(s) failing to meet targets shall be automatically removed from Addendum 5 and shall revert to full WISD management at the conclusion of the current academic year. In the event the Parties do not agree about whether academic performance at one or more School negates the auto-renewal provision in regard to the School(s), the dispute-resolution process described in Article XVII applies.

ARTICLE XVII.

DISPUTE RESOLUTION

17.01 Good faith resolution of disputes.

- a. *Collaboration.* Both Parties agree to work cooperatively in all actions relating to this Agreement and generally to attempt to avoid disputes. In most areas of potential disagreement, this Agreement specifies the rights and responsibilities of both Parties and governs the relationship. OP and WISD recognize that concerns may arise from time to time relating to the implementation of this Agreement in areas where there is reasonable, good-faith disagreement about how to interpret and implement this Agreement. WISD, at such times, may document any serious concerns that may arise about OP's actions that may be limiting progress towards the Schools' academic goals. OP will have thirty (30) days to submit a response in writing to WISD. OP, at such times, may document any serious concerns about WISD's actions that may be limiting progress towards the Schools' academic goals if such concerns have arisen. WISD will have thirty (30) days to submit a response in writing to OP. WISD and OP agree to use their best efforts to resolve such disputes in a fair and equitable manner.
- b. *Mediation.* The Parties recognize the importance of promptly resolving disputes. In the event that any dispute arising out of or relating to this Agreement is unable to be resolved by the Parties after following the process described in Section 17(a), then either Party may give written notice to the other of a demand for confidential mediation by a neutral party agreed upon by both Parties. The costs of this mediation shall be shared equally by both Parties. Written notice of mediation shall toll any action or timeframe described in this Agreement.

ARTICLE XVIII.

GENERAL AND MISCELLANEOUS

- 18.01 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 Agreement. No terms or provisions of this Agreement may be amended, waived, or modified without a written agreement that expressly references this Agreement and that is signed by a duly authorized representative for both WISD and OP.
- 18.02 Severability. If any provision of this Agreement is determined by a court or other tribunal to be unenforceable or invalid for any reason, the remainder of the Agreement shall remain in full force and effect so as to give effect to the intent of the Parties to the extent valid and enforceable.

18.03 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 subsequent breach by either Party.

18.04 Venue. Any suit arising under this Agreement shall be brought in McLennan County, Texas.

18.05 Governing Law. In any suit arising under this Agreement, Texas law shall apply.

Entered into this ____ day of _____, 2018.

Waco ISD

By

Prosper Waco

By

Entered into this 27 day of April, 2018.

Waco ISD



By Pat Atkins, President, Waco ISD Board of Trustees

Prosper Waco



By Matthew Polk, Executive Director, Prosper Waco

ADDENDUMS REFERENCE

Addendum 1: WISD Charter Policy

- Local policy
- Internet accessible WISD policies located at:
<https://pol.tasb.org/Home/Index/867>
- On April 26, 2018, the WISD board of trustees will consider a proposed charter policy, which is attached.

Addendum 2: OP Board Adopted School Policies

- Local district or OP policies and bylaws
- Internet accessible WISD policies adopted by OP located at:
<https://pol.tasb.org/Home/Index/867>

Addendum 3: Preliminary Student Outcome Goals

Addendum 4: Preliminary Performance Consequences

Addendum 5: School Attendance Area, List of Schools Operating Under the Agreement, and Grade Levels Served

Addendum 6: OP Charter Proposal (Application)

Addendum 7: Facility Plan

- Please refer to Article XI of this Agreement for full details of the Facility Plan.

Addendum 8: WISD Services and Fees for the 2018-2019 School Year

Addendum 9: List of Current Directors of OP

PROPOSED POLICY 04/12/18

Authorization	To provide quality educational settings for all students and to obtain benefits under Education Code 11.174 and 42.2511, the District may establish partnership charters as permitted by law and as described in this policy. The District shall be committed to rigorous decision-making and shall grant campus charters only to applicants that have demonstrated the competence and capacity to succeed in all aspects of the proposed campus charter.
Definitions	An operating partner means a state-authorized open-enrollment campus charter or an eligible entity as defined by law for purposes of contracting to partner with the District to operate a District campus under state law.
“Operating Partner”	
“Partnership Program”	A partnership program means a District-initiated program established in accordance with state law in which the Board contracts to operate a District campus in partnership with an open-enrollment charter school or other eligible entity as defined by law.
Compliance with Law	A partnership program shall comply with all applicable requirements of state law, any applicable grant program requirements, local criteria specified in policy, and the applicable charter performance contract. Campus charters shall comply with all federal and state laws governing such charters and shall be nonsectarian. [See EL(LEGAL)]
Application	In establishing a partnership program, the District may issue requests for applications designed to identify operating partners best qualified to meet the needs of the District.
Process	The Board shall consider an application if the applicant: <ol style="list-style-type: none">1. Meets the eligibility requirements for a campus charter in accordance with law;2. Follows the application process established by the District; and3. Provides assurances to the Board that the applicant will comply with the statutory and District requirements for a campus charter. The application process shall include: <ol style="list-style-type: none">1. A comprehensive written application;2. A rigorous review of the application by a charter application review committee;

3. A formal recommendation from the review committee to the Superintendent for approval or denial of each application;
4. A formal recommendation from the Superintendent to the Board for approval or denial of each application; and
5. A vote by the Board to approve or deny each application.

Content

An application shall include the following, at a minimum:

1. The purpose and community need for the proposed campus charter;
2. A statement of the proposed campus charter's mission and goals;
3. Identification of the students to be served;
4. The academic plan including educational focus, program, curriculum to be offered, and a description of the proposed school day, calendar, and year;
5. The plan for meeting the needs of students with disabilities, English language learners, and other special populations;
6. The plan for measuring and reporting student achievement and increases in student achievement for all student groups;
7. The financial and business plan, including a proposed five-year operating budget and a contingency budget for lower than expected enrollment;
8. Identification and description, including the expertise and professional backgrounds, of the proposed governing body members and campus leadership;
9. The governance and decision-making plan including governing board structure, campus leadership and management structure, and organization chart;
10. Indications that the proposed governance structure is conducive to sound fiscal and administrative practices and strong, accountable, independent oversight of the campus;
11. The proposed campus charter's leadership roles and responsibilities regarding personnel, the budget, purchasing, program funds, and other areas of management;
12. The campus charter's staffing and employment plan consistent with federal and applicable state guidelines, including due process, employment contract nonrenewal, and termination procedures;

13. Information on the qualifications, experience, recruitment, selection, professional development, and ongoing evaluation of teaching staff to be hired for the campus;
14. The proposed student recruitment, enrollment, and withdrawal processes, and a plan for ensuring equitable access in accordance with law;
15. The student discipline plan and procedures;
16. The petition indicating evidence of support for the approval of a charter as required by law, if applicable; and
17. A pre-operational start-up plan detailing tasks, responsible parties, and a timeline for completion.

Review Committee

Composition

The Superintendent shall establish a review committee to conduct a substantive and merit-focused evaluation of each application submitted in accordance with the District's published application procedures.

The review committee shall be composed of District staff and/or external evaluators with relevant and diverse expertise.

Conflicts of Interest

A review committee member shall disclose any potential conflict of interest with an applicant.

Review Process

The review committee may:

1. Request additional information or documents from the applicants;
2. Schedule interviews with applicants; or
3. Request that the Board schedule a public hearing to allow applicants an opportunity to present their application and campus plans to the Board and to the community before formal consideration by the Board.

Recommendations

The review committee shall provide to the Superintendent a recommendation for denial or approval of each application based on the District's established criteria. After considering the review committee's recommendation, the Superintendent shall make a formal recommendation to the Board for approval or denial of each application.

Charter Performance Contract

If the Board approves an application, the Board shall execute a written charter performance contract that includes provisions as required by law and establishes the legally binding terms under which the campus charter will operate and be evaluated during the charter term and for renewal.

	<p>Each charter performance contract shall address the material terms of the campus charter’s operation as required by law. Each charter performance contract shall be granted for a period of up to ten years with a rigorous review every five years.</p>
Standards	<p>In addition to standards required by law, the charter performance contract shall include additional standards established by the Board, including expectations for academic performance, short-term financial performance, long-term financial stability, and operational and governance performance.</p> <p>The performance standards shall also address expectations for appropriate access, education, support services, and outcomes for students with disabilities.</p>
Oversight and Evaluation	
Monitoring System	<p>The Board shall implement a comprehensive performance accountability and compliance monitoring system that is aligned with the Board’s performance standards and provides the Board with the information necessary to make rigorous, evidence-based decisions regarding charter renewal, revocation, and probation or other interventions. This monitoring system shall be based on and aligned with academic, financial, operational, and governance standards set forth in the charter performance contract.</p> <p>To the extent possible, the Board shall minimize administrative and compliance burdens on campus charters and focus on holding campus charters accountable for outcomes rather than processes.</p>
Data Collection	<p>Campus charters shall provide information and data to the District pursuant to state law and the District’s reporting schedule using a state-approved student management system.</p> <p>The District shall require each campus charter to report its performance separately and shall hold each campus charter accountable for its performance.</p>
Evaluation and Reports	<p>Annually, the Board shall evaluate each campus charter against the performance standards established by the Board or law.</p> <p>The Board shall communicate evaluation results to the campus charter’s governing body and leadership in a written report that summarizes compliance and performance, including areas of strength and improvement. The results of all evaluations shall be made accessible to the public and available on the District website.</p> <p>The Board shall produce for the public an annual report that provides performance data for all the campus charters it oversees, including individual campus performance and overall campus charter performance. The annual report shall at a minimum be posted on the District website.</p>

**Campus Charter
Autonomy**

In accordance with law and the charter performance contract, the Board shall support the operating partner's authority over the campus charter's day-to-day operations.

The Board shall recognize the governing board of the campus charter as independent and autonomous from the Board and District, with full authority and accountability for the campus charter's performance and operations.

Conflicts of Interest

The District and the operating partner shall comply with applicable conflict of interest provisions in law.

Intervention

The District shall give timely notice to the campus charter of any violations of the charter performance contract or performance deficiencies justifying formal intervention. The notice shall identify in writing the concerns, and, if applicable, the time frame for remediation. The notice may include additional consequences if any of the concerns are not remedied within the stated timeline.

Depending on the severity of the concern or deficiency, the Board may place a campus charter on probation or revoke the charter performance contract, in accordance with the terms of the contract and applicable law.

Probation

Criteria

The Board may place a campus charter on probation as permitted by law or the charter performance contract, or for failure to meet academic performance standards.

Procedure

In the event of any indication or allegation that a campus charter has committed a violation of law or the charter performance contract that may warrant probation, the District shall take the following steps:

1. The Superintendent shall investigate the allegations and hold a conference with the chief operating officer and governing body of the campus charter to discuss the allegations.
2. If the Superintendent determines that a violation or mismanagement has occurred, the chief operating officer of the campus charter shall respond to the allegation at the next regularly scheduled Board meeting.
3. The Board shall hear the presentation and take action, if necessary, to place the campus charter on probation. If the Board decides to place the campus charter on probation, it must provide an opportunity for a public hearing as required by law.
4. If a campus charter is placed on probation, the campus charter must take action to remedy the identified violations or un-

derperformance and report on the status of its corrective actions in accordance within the timeline for remediation established by the District.

5. The District shall establish a timeline for monitoring the campus charter's corrective actions and re-evaluating the campus charter's status to determine when the campus may be removed from probation or whether to consider revocation.

Revocation

Criteria

The Board may revoke a campus charter as permitted by law or the charter performance contract for failure to meet performance standards.

The Board shall revoke a campus charter if the District finds clear evidence of a campus charter's persistent or serious underperformance or violation of law, the charter performance contract, or the public trust in a way that imperils students or public funds, including any of the following:

1. Persistent or serious violation of applicable state or federal law;
2. Persistent or serious violation of a provision of the charter performance contract;
3. Persistent or serious failure to meet generally accepted accounting standards for fiscal management;
4. Persistent failure to improve student academic achievement for all student groups;
5. Failure for three consecutive years to meet the academic or financial accountability standards outlined in law;
6. Failure for three consecutive years to meet the academic or financial performance standards established in the charter performance contract;
7. Multiple placements on probation as specified in the charter performance contract; or
8. Failure of the District to obtain the benefits of Education Code 11.174 and 42.2511, if applicable.

The Board's decision whether to revoke a campus charter shall be based on the best interests of the students, including a decision by the commissioner to extend an exemption from a sanction or other action under Education Code 11.174(g); the severity of the violation; applicable law; and any previous violation committed by the campus charter.

- Procedure
- In the event of an indication or allegation that may warrant campus charter revocation, the District shall take the following steps:
1. The Superintendent shall investigate the allegations and hold a conference with the chief operating officer and governing body of the campus charter to discuss the allegations.
 2. If the Superintendent determines that a violation or mismanagement has occurred, the chief operating officer of the campus charter shall respond to the allegation at the next regularly scheduled Board meeting.
 3. The Board shall hear the presentation and take action, if necessary, to revoke the campus charter. If the board decides to revoke the campus charter, it must provide an opportunity for a public hearing as required by law.

In the event of a health or safety concern, the Board may immediately suspend campus operations before revocation takes effect.

Notification

If the Board decides to revoke a charter performance contract, the Board shall notify the campus charter of the action in writing. The notice shall include the reasons for the revocation and the effective date of the revocation, which shall be no later than the end of the current school year or may be effective immediately in the event of a health or safety concern.

Contract Renewal

Upon the expiration of a charter performance contract, the Board may renew the contract for up to an additional ten-year term. In accordance with law, the Board shall renew a charter performance contract only if the Board finds that the campus charter has substantially fulfilled its obligations and met the performance standards in the contract and applicable law.

The Board shall consider the following, in addition to other factors specified in the charter performance contract:

1. Multiple years and measures of performance against the performance standards and expectations established in the charter performance contract and applicable law;
2. Financial audits;
3. Performance and compliance reports, including site visit reports, if applicable; and
4. The campus charter's performance on corrective action plans or other required interventions, if necessary.

- Procedure
- The District shall publish the renewal application process, including the renewal criteria and timelines.

As part of the renewal application process, the District may provide each campus charter, in advance of the renewal decision, a cumulative report that summarizes the campus charter's performance record over the contract term and states the District's summative findings concerning the campus's performance and its prospects for renewal.

Decision Not to Renew

The Board may choose not to renew a charter performance contract for any of the following reasons:

1. Failure to meet student performance standards or other obligations in the charter performance contract;
2. Failure to meet generally accepted accounting standards for fiscal management;
3. Violation of any provision of the contract or applicable state or federal law; or
4. Other reason as determined by the Board.

Notification

If the Board decides not to renew a contract, the Board shall notify the campus charter of the action in writing no later than the last Friday in January during the final year of the charter performance contract. The notice shall include the reasons for the action and the effective date of the campus charter closure, which shall be no later than the end of the current school year.

Closure Protocol

The Board shall develop a detailed campus closure protocol to apply if the Board decides not to renew or to revoke a charter performance contract and close the campus. The protocol shall ensure timely notification to parents including assistance in finding new placements; orderly transition of student records to the District; and disposition of campus funds, property, and assets in accordance with law. In the event of closing any campus charter, the District shall oversee and work with the campus charter's governing board and leadership to carry out the closure protocol.

Addendum 3: Tentative Performance Contract Metrics

***Subject to TEA's final A-F accountability rules (in accordance with Texas Education Code Chapter 39)**

Performance Measure #1							
	2017	2018-19	2019-20	2020-21	2021-22	2022-23	
	Improvement Required	Accountability Pause (in accordance with SB 188)	Met Standard/ or A-F Equivalent	Met Standard/ or A-F Equivalent	Met Standard/ or A-F Equivalent	Met Standard/ or A-F Equivalent	
Campus Rating (All Transformation Zone Schools)			^t	^t	^t	^t	

Performance Measure #2: Student Progress Domain													
Index 2: Student Progress	2017	2018-19	2019-20	2020-21	2021-22	2022-23							
Domain II: School Progress	Alta Vista	42/C	Accountability Pause	Plus 2 from baseline each year	C	B							
	Brook Ave	36/F			D	C							
	South Waco Elementary	45/C			C	B							
	Hines	38/D			D	C							
	Carver	33/D			D	C							
	Indian Springs	32/F			D	C							
	Alta Vista	53%			54%	56%	58%	60%	62%				
	Brook Ave	59%			60%	62%	64%	66%	68%				
	South Waco Elementary	70%			71%	73%	75%	77%	79%				
	Hines	68%			70%	72%	74%	76%	78%				
Goal Progress Measure (GPM)	Relative Performance (Scaled Score)	Accountability Pause	Plus 2 from baseline each year	Plus 2 from baseline each year	Plus 2 from baseline each year	Plus 2 from baseline each year							
							Carver	58%	60%	62%	64%	66%	68%
							Indian Springs	55%	57%	59%	61%	63%	65%
							Alta Vista	15%	16%	16%	17%	17%	18%
							Brook Ave	17%	18%	18%	19%	19%	20%
							South Waco Elementary	23%	24%	24%	25%	25%	26%
							Hines	20%	21%	21%	22%	22%	23%
							Carver	12%	13%	13%	14%	14%	15%
							Indian Springs	13%	14%	14%	15%	15%	16%
							Goal Progress Measure (GPM)	GPM #2: STAAR Percent Meets or Exceeds Progress (All Subjects)	GPM #3: STAAR Percent Exceeds progress (All Subjects)	Accountability Pause	Plus 2 from baseline each year	Plus 2 from baseline each year	Plus 2 from baseline each year

Performance Measure #3: Closing Gaps Domain

Index 3: Closing Gaps			2017	2018-19	2019-20	2020-21	2021-22	2022-23
Domain III: Closing Gaps	GPM #1: Academic Achievement: STAAR Performance Status - (based on average % meets performance of all relevant student subgroups)	Alta Vista	(-)13.4/F	Accountability Pause	D	D	C	C
		Brook Ave	(-)17.6/F		D	D	C	C
		South Waco Elementary	(-)7.7/D		D	D	C	C
		Hines	(-)22.7/F		D	D	C	C
		Carver	(-)10/F		D	D	C	C
		Indian Springs	(-)9.4/D		D	D	C	C
		Alta Vista	Accountability Pause		Plus 2 from baseline each year			
		Brook Ave			Plus 2 from baseline each year			
		South Waco Elementary			Plus 2 from baseline each year			
		Hines			Plus 2 from baseline each year			
		Carver			Plus 2 from baseline each year			
		Indian Springs			Plus 2 from baseline each year			
		Alta Vista			Plus 2 from baseline each year			
Brook Ave	Plus 2 from baseline each year							
South Waco Elementary	Plus 2 from baseline each year							
Hines	Plus 2 from baseline each year							
Carver	Plus 2 from baseline each year							
Indian Springs	Plus 2 from baseline each year							
Goal Progress Measure (GPM)	GPM #2: STAAR Growth Measure - Relative Performance (Scaled Score) - based on average performance of all relevant student subgroups	Alta Vista		Accountability Pause	Plus 2 from baseline each year			
		Brook Ave	Plus 2 from baseline each year					
		South Waco Elementary	Plus 2 from baseline each year					
		Hines	Plus 2 from baseline each year					
		Carver	Plus 2 from baseline each year					
		Indian Springs	Plus 2 from baseline each year					
		Alta Vista	Plus 2 from baseline each year					
		Brook Ave	Plus 2 from baseline each year					
		South Waco Elementary	Plus 2 from baseline each year					
		Hines	Plus 2 from baseline each year					
		Carver	Plus 2 from baseline each year					
		Indian Springs	Plus 2 from baseline each year					
		GPM #3: ELL Proficiency (based on TELPAS)	Accountability Pause		Alta Vista	Plus 2 from baseline each year		
Brook Ave	Plus 2 from baseline each year							
South Waco Elementary	Plus 2 from baseline each year							
Hines	Plus 2 from baseline each year							
Carver	Plus 2 from baseline each year							
Indian Springs	Plus 2 from baseline each year							
Alta Vista	Plus 2 from baseline each year							
Brook Ave	Plus 2 from baseline each year							
South Waco Elementary	Plus 2 from baseline each year							
Hines	Plus 2 from baseline each year							
Carver	Plus 2 from baseline each year							
Indian Springs	Plus 2 from baseline each year							
GPM #4: School Quality: STAAR Grade 3-8 Reading and Math Performance (at or above meets grade level standard for all relevant sub-groups)	Accountability Pause			Alta Vista	Plus 2 from baseline each year			
		Brook Ave	Plus 2 from baseline each year					
		South Waco Elementary	Plus 2 from baseline each year					
		Hines	Plus 2 from baseline each year					
		Carver	Plus 2 from baseline each year					
		Indian Springs	Plus 2 from baseline each year					
		Alta Vista	Plus 2 from baseline each year					
		Brook Ave	Plus 2 from baseline each year					
		South Waco Elementary	Plus 2 from baseline each year					
		Hines	Plus 2 from baseline each year					
		Carver	Plus 2 from baseline each year					
		Indian Springs	Plus 2 from baseline each year					

Performance Measure #4

School Selected Measure		2017	2018-19	2019-20	2020-21	2021-22	2022-23
% Meeting Growth Target on NWEA MAP Assessment in ELA and Math	Alta Vista	N/A	50%	52%	54%	56%	58%
	Brook Ave	N/A	50%	52%	54%	56%	58%
	South Waco	N/A	50%	52%	54%	56%	58%
	Hines	N/A	50%	52%	54%	56%	58%
	Carver	N/A	50%	52%	54%	56%	58%
	Indian Springs	N/A	50%	52%	54%	56%	58%
	Alta Vista	N/A					
	Brook Ave	N/A					
	South Waco	N/A					
	Hines	N/A					
	Carver	N/A					
	Indian Springs	N/A					
	Goal Progress Measure (GPM)	GPM #1: Teacher Satisfaction	Alta Vista	N/A	7	8 or Increase 1 point from previous year	
Brook Ave			N/A	7	8 or Increase 1 point from previous year		
South Waco			N/A	7	8 or Increase 1 point from previous year		
Hines			N/A	7	8 or Increase 1 point from previous year		
Carver			N/A	7	8 or Increase 1 point from previous year		
Indian Springs			N/A	7	8 or Increase 1 point from previous year		
GPM #2: Parent Satisfaction: Parent Net Promoter (Scale of 1-10)			Alta Vista	96.7%	97%	97%	97%
		Brook Ave	96.0%	97%	97%	97%	97%
		South Waco	95.9%	97%	97%	97%	97%
GPM #3: Attendance Rate		Hines	94.1%	95%	97%	97%	97%
		Carver	94.4%	96%	97%	97%	97%
		Indian Springs	95.5%	97%	97%	97%	97%

Performance Measure #5: Financial Indicators

Financial Indicators		2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
Progress Measure (GPM) Goal	GPM #1: Was the complete annual financial report (AFR) and data submitted to the WISD within 30 days of the January 28 deadline (150 days after the fiscal year end date of August 31)?	N/A					
	GPM #2: Review the AFR for an unmodified opinion and material weaknesses. OP must pass 2.A to pass this indicator. OP fails indicator number 2 if it responds "No" to indicator 2.A. or to both indicators 2.A and 2.B.	N/A					
	GPM #2.A: Was there an unmodified opinion in the AFR on the financial statements as a whole? (The American Institute of Certified Public Accountants (AICPA) defines unmodified opinion. The external independent auditor determines if there was an unmodified opinion.)	N/A					
	GPM #2.B: Did the external independent auditor report that the AFR was free of any instance(s) of material weaknesses in internal controls over financial reporting and compliance for local, state, or federal funds? (The AICPA defines material weakness.)	N/A					

Addendum 4

Preliminary Performance Consequences

Performance Framework

The Superintendent of Schools (Superintendent) of WISD or designee shall develop a charter School Performance Framework ("SPF") by which the School(s) will be evaluated in collaboration with Prosper Waco. The SPF will inform District decisions related to campus actions.

Performance objectives may include, but are not limited to, student proficiency and academic growth. Additional objectives as well as a timeline may be developed for charters established at campuses that do not meet state accountability standards. The Superintendent's designee(s) will meet with Prosper Waco to establish baseline metrics in the Fall of the Initial Year to finalize tentatively approved Performance Contract metrics for School(s).

Performance Monitoring and Consequences

The Superintendent's designees will monitor, evaluate, and publish campus performance annually, the results of which will determine whether the charter will be placed on probation, revoked, and/or renewed on a three cycle.

Performance Metrics are detailed in Addendum 3 to this Agreement. Any future changes to performance metrics will expressly require Prosper Waco's agreement, which shall not be unreasonably withheld.

Preliminary Accountability Schedule

If the benefits provided under Senate Bill 1882 are extended for WISD beyond the 2018-2019 school year, WISD may, at its sole discretion, determine to delay enforcement of accountability consequences.

Addendum 5

School Attendance Area, List of Schools, & Grade Levels Served

Each of these schools is a “school” as defined in the Texas Administrative Code §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 the other responsibilities associated with school operation.

The attached maps show the attendance zones for each campus.

The following WISD schools are part of the agreement for OP to operate each campus as provided in the Agreement:

Alta Vista Elementary School
3637 Alta Vista Dr.
Waco, TX 76706
Grade levels served: Pre-kindergarten through fifth grade

Brook Avenue Elementary School
720 Brook Ave.
Waco, TX 76708
Grade levels served: Pre-kindergarten through fifth grade

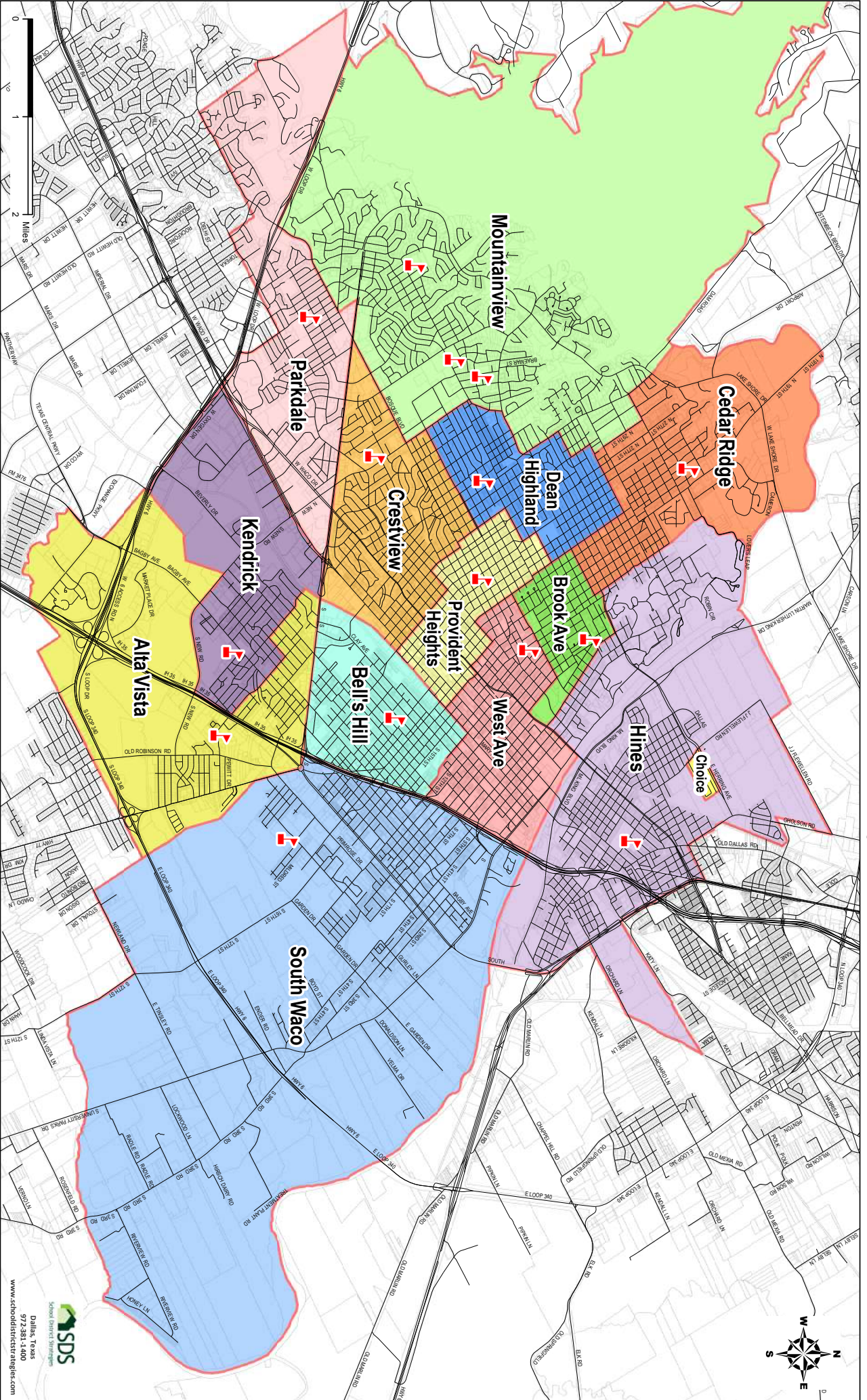
J.H. Hines Elementary School
301 Garrison St.
Waco, TX 76704
Grade levels served: Pre-kindergarten through fifth grade

G.W. Carver Middle School
1601 J.J. Flewellen Rd.
Waco, TX 76704
Grade levels served: Sixth through eighth grade

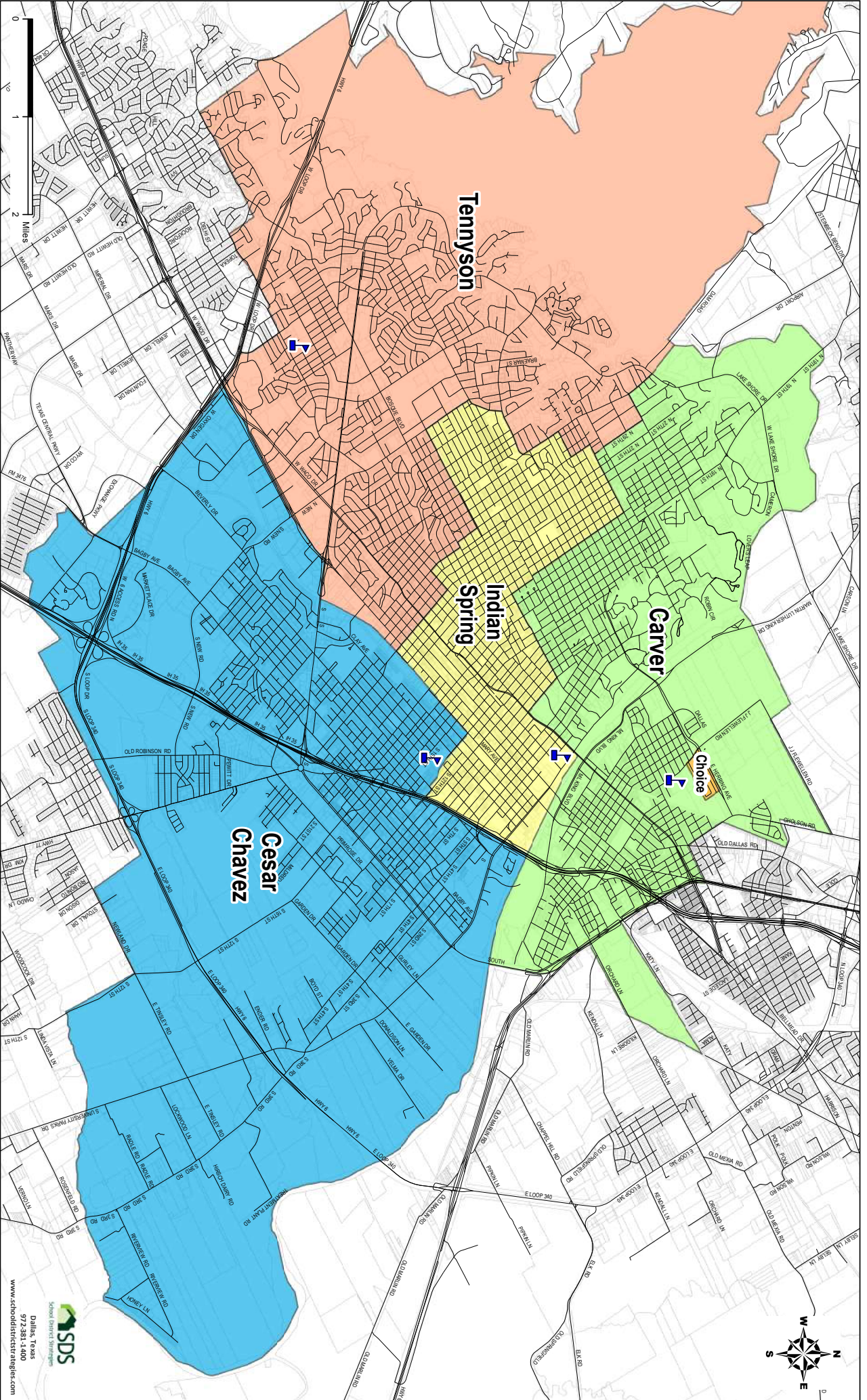
Indian Spring Middle School
500 N University Parks Dr.
Waco, TX 76701
Grade levels served: Sixth through eighth grade

*This addendum may be updated to add or remove WISD schools from this list by the mutual agreement of both Parties.

Waco Independent School District - Elementary Attendance Zones



Waco Independent School District - Middle School Attendance Zones



Waco ISD

**2017-18 Local Campus Partnership
Application**

Applicant Information

Name of Applicant Organization	Prosper Waco
Primary Contact Person	Matthew Polk, Ph.D.
Mailing Address	1516 Austin Ave. Waco, TX 76701
Phone Number	(254) 741-0081
Email	matthew@prosperwaco.org

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

Full Name	Current Job Title and Employer	Position with Proposed School
Matthew Polk, Ph.D.	Executive Director, Prosper Waco	Executive Director, Prosper Waco
Rev. Bryan Dalco	Operations Director, Prosper Waco	Operations Director, Prosper Waco
Brittany Fitz-Chapman, Ph.D.	Director of Data and Research, Prosper Waco	Director of Data and Research, Prosper Waco
Christina Helmick	Director of Communications, Prosper Waco	Director of Communications, Prosper Waco
Liz Ligawa	Director of Community Engagement, Prosper Waco	Director of Community Engagement, Prosper Waco

We plan to apply as a:

New Operator
(includes an ESP with less than one year of experience)

Existing Operator
(ESP or open enrollment charter)

Which type(s) of Subchapter C charter best describe(s) this application?

- A new District Campus or Program
- A new or existing Program operated by an ESP
- Innovation Partnership with campus not in IR
- Turnaround partnership with Campus in Improvement Required (IR) Status

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

Yes

No

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

State	Authorizer	Proposed School Name	Application Due Date	Decision Date
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Does this applicant team have new schools or campuses scheduled to open in the United States in the next five years?

Yes

No

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

Planned School Name	City	State	Opening Date

School Information & Enrollment Summaries

Proposed School / Campus Name		Opening Year	Grades: Year 1	Grades: At Capacity
Alta Vista Elementary		2017-2018	Pre-K – 5	Pre-K – 5
Proposed Location				
School District		Waco ISD		
Address of Identified Facility		3637 Alta Vista Dr, Waco, TX		
Projected Demographic Information				
		FRL: 94.6%	SpEd: 3%	ELL: 24.3%
Model / Specialty (Check all that apply)				
<input type="checkbox"/> Alternative	<input type="checkbox"/> Career / Technical Ed.	<input type="checkbox"/> Military	<input type="checkbox"/> Montessori	
<input type="checkbox"/> Arts	<input type="checkbox"/> College Prep	<input type="checkbox"/> Language Immersion	<input type="checkbox"/> STEM	
<input checked="" type="checkbox"/> Blended Learning	<input checked="" type="checkbox"/> Other (list): Early Childhood	<input type="checkbox"/> Disability (list):		

Name of Proposed Principal	Karmen Logan
Current Employment	Waco ISD
Phone Number – Day	254-662-3050
Email	karmen.logan@wacoisd.org

Grade Level	Alta Vista Enrollment Summary					
	Year 1 2017	Year 2 2018	Year 3 2019	Year 4 2020	Year 5 2021	Building Capacity
Pre-K	75	91	90	89	89	
K	72	71	69	68	67	
1	72	71	70	69	67	
2	79	66	66	65	64	
3	78	75	62	63	62	
4	68	72	70	59	59	
5	55	63	67	65	54	
TOTAL	499	509	494	478	462	594

Proposed School / Campus Name	Opening Year	Grades: Year 1	Grades: At Capacity
Brook Avenue Elementary	2017-2018	Pre-K – 5	Pre-K – 5
Proposed Location			
School District		Waco ISD	
Address of Identified Facility		720 Brook Ave, Waco, TX	
Projected Demographic Information			
	FRL: 94.6%	SpEd: 4%	ELL: 35.6%
Model / Specialty (Check all that apply)			
<input type="checkbox"/> Alternative	<input type="checkbox"/> Career / Technical Ed.	<input type="checkbox"/> Military	<input type="checkbox"/> Montessori
<input type="checkbox"/> Arts	<input type="checkbox"/> College Prep	<input checked="" type="checkbox"/> Language Immersion	<input type="checkbox"/> STEM
<input checked="" type="checkbox"/> Blended Learning	<input checked="" type="checkbox"/> Other (list): Early Childhood	<input type="checkbox"/> Disability (list):	

Name of Proposed Principal	Sarah Pedrotti
Current Employment	Waco ISD
Phone Number – Day	254-750-3562
Email	sarah.pedrotti@wacoisd.org

Grade Level	Brook Avenue Enrollment Summary					
	Year 1 2017	Year 2 2018	Year 3 2019	Year 4 2020	Year 5 2021	Building Capacity
Pre-K	36	53	51	49	48	
K	65	67	68	70	71	
1	58	65	67	69	70	
2	57	57	65	66	68	
3	47	54	54	61	62	
4	62	45	52	52	59	
5	47	61	44	51	51	
TOTAL	372	402	401	418	429	484

Proposed School / Campus Name		Opening Year	Grades: Year 1	Grades: At Capacity
J.H. Hines Elementary		2017-2018	Pre-K – 5	Pre-K – 5
Proposed Location				
School District		Waco ISD		
Address of Identified Facility		301 Garrison St, Waco, TX		
Projected Demographic Information				
		FRL: 97.3%	SpEd: 7%	ELL: 5%
Model / Specialty (Check all that apply)				
<input type="checkbox"/> Alternative	<input type="checkbox"/> Career / Technical Ed.	<input type="checkbox"/> Military	<input type="checkbox"/> Montessori	
<input type="checkbox"/> Arts	<input type="checkbox"/> College Prep	<input checked="" type="checkbox"/> Language Immersion	<input type="checkbox"/> STEM	
<input checked="" type="checkbox"/> Blended Learning	<input type="checkbox"/> Other (list):	<input type="checkbox"/> Disability (list):		

Name of Proposed Principal	Julie Sapaugh
Current Employment	Waco ISD
Phone Number	254-753-1362
Email	julie.sapaugh@wacoisd.org

Grade Level	J.H. Hines Enrollment Summary					
	Year 1 2017	Year 2 2018	Year 3 2019	Year 4 2020	Year 5 2021	Building Capacity
Pre-K	50	50	50	50	50	
K	60	59	58	57	56	
1	81	60	58	57	57	
2	90	82	60	59	58	
3	77	87	79	58	57	
4	70	76	86	79	58	
5	70	69	76	86	78	
TOTAL	498	483	467	446	414	680

Proposed School / Campus Name		Opening Year	Grades: Year 1	Grades: At Capacity
G.W. Carver Middle School		2017-2018	6 – 8	6 – 8
Proposed Location				
School District		Waco ISD		
Address of Identified Facility		1601 J.J. Flewellen Rd, Waco, TX		
Projected Demographic Information				
		FRL: 87%	SpEd: 12%	ELL: 19%
Model / Specialty (Check all that apply)				
<input type="checkbox"/> Alternative	<input type="checkbox"/> Career / Technical Ed.	<input type="checkbox"/> Military	<input type="checkbox"/> Montessori	
<input type="checkbox"/> Arts	<input checked="" type="checkbox"/> College Prep	<input checked="" type="checkbox"/> Language Immersion	<input type="checkbox"/> STEM	
<input checked="" type="checkbox"/> Blended Learning	<input type="checkbox"/> Other (list):	<input type="checkbox"/> Disability (list):		

Name of Proposed Principal	Alonzo McAdoo
Current Employment	Waco ISD
Phone Number – Day	254-757-0787
Email	alonzo.mcadoo@wacoisd.org

Grade Level	G.W. Carver Enrollment Summary					Building Capacity
	Year 1 2017	Year 2 2018	Year 3 2019	Year 4 2020	Year 5 2021	
6	159	152	169	163	166	
7	175	160	153	170	164	
8	143	169	154	148	164	
TOTAL	477	481	476	481	494	1028

Proposed School / Campus Name		Opening Year	Grades: Year 1	Grades: At Capacity
Indian Spring Middle School		2017-2018	6 – 8	6 – 8
Proposed Location				
School District		Waco ISD		
Address of Identified Facility		500 N University Parks Dr, Waco, TX		
Projected Demographic Information				
		FRL: 93.7%	SpEd: 10%	ELL: 20.9%
Model / Specialty (Check all that apply)				
<input type="checkbox"/> Alternative	<input type="checkbox"/> Career / Technical Ed.	<input type="checkbox"/> Military	<input type="checkbox"/> Montessori	
<input type="checkbox"/> Arts	<input checked="" type="checkbox"/> College Prep	<input checked="" type="checkbox"/> Language Immersion	<input type="checkbox"/> STEM	
<input checked="" type="checkbox"/> Blended Learning	<input type="checkbox"/> Other (list):	<input type="checkbox"/> Disability (list):		

Name of Proposed Principal	Dr. John Jenkins
Current Employment	Waco ISD
Phone Number – Day	254-757-6200
Email	john.jenkins@wacoisd.org

Grade Level	Indian Spring Enrollment Summary					Building Capacity
	Year 1 2017	Year 2 2018	Year 3 2019	Year 4 2020	Year 5 2021	
6	192	194	202	179	173	
7	186	181	182	190	168	
8	146	181	176	178	185	
TOTAL	524	556	560	547	526	794

Proposed School / Campus Name		Opening Year	Grades: Year 1	Grades: At Capacity
South Waco Elementary		2017-2018	Pre-K – 5	Pre-K – 5
Proposed Location				
School District		Waco ISD		
Address of Identified Facility		2104 Gurley Ln, Waco, TX		
Projected Demographic Information				
		FRL: 94.4%	SpEd: 7%	ELL: 11.7%
Model / Specialty (Check all that apply)				
<input type="checkbox"/> Alternative	<input type="checkbox"/> Career / Technical Ed.	<input type="checkbox"/> Military	<input type="checkbox"/> Montessori	
<input type="checkbox"/> Arts	<input type="checkbox"/> College Prep	<input type="checkbox"/> Language Immersion	<input type="checkbox"/> STEM	
<input checked="" type="checkbox"/> Blended Learning	<input type="checkbox"/> Other (list):	<input type="checkbox"/> Disability (list):		

Name of Proposed Principal	Twana Lee
Current Employment	Waco ISD
Phone Number – Day	254-753-6802
Email	twana.lee@wacoisd.org

Grade Level	South Waco Enrollment Summary					Building Capacity
	Year 1 2017	Year 2 2018	Year 3 2019	Year 4 2020	Year 5 2021	
Pre-K	58	58	58	58	58	
K	78	74	71	68	65	
1	88	81	77	74	70	
2	67	84	77	73	70	
3	79	66	83	76	72	
4	73	74	62	77	71	
5	74	71	72	60	75	
TOTAL	517	508	500	486	481	724

Executive Summary

Prosper Waco brings together community leaders and key organizations in a collective impact approach that seeks to measurably improve the lives of people in the Greater Waco community. There is no greater challenge in this community – and no great opportunity to improve lives – than improving student outcomes at underperforming schools.

As the operating partner, Prosper Waco's board will operate the six schools that make up the Transformation Zone. The Zone's mission is to ensure innovation and excellence in education, so all learners are prepared to engage productively in a global society. The Prosper Waco board will oversee these schools providing each campus with significant autonomy over people, time, budget, and academic program. Schools within the Zone will have the opportunity to benefit from the combined resources and programming of Waco ISD and Prosper Waco while also working with outside partners and organizations to improve outcomes for their students.

We believe that:

- All students can reach their full potential.
- Achievement gaps can be eliminated.
- All graduates should be well prepared for immediate entrance into higher education or the world of work.
- Parental and community involvement is fundamental to student success.
- A well-paid, well-trained, dedicated staff is essential to student success.
- Schools and communities thrive when educators are empowered and held accountable for making key decisions at the school level that are best for students.
- Instructional facilities should meet the changing needs of the Waco community.
- Schools should not be driven exclusively by standardized testing.

Our goals are to ensure:

- All students will perform at or above grade level.
- Achievement gaps between student groups will be eliminated.
- All students will graduate college, career or military ready.
- All schools will meet or exceed state and federal accountability standards.
- School facilities will meet the needs of the community and students.

The Zone will be comprised of students that currently attend the following Waco ISD schools:

- Alta Vista Elementary School [2016-17 School Report Card](#)
- Brook Avenue Elementary [2016-17 School Report Card](#)
- J.H. Hines Elementary School [2016-17 School Report Card](#)
- G.W. Carver Middle School [2016-17 School Report Card](#)
- Indian Spring Middle School [2016-17 School Report Card](#)
- South Waco Elementary School [2016-17 School Report Card](#)

The first five campuses were identified for the Zone because they have not met state academic standards for five or more consecutive years. These schools are in danger of closure if they fail to meet state standards again in 2018.

South Waco Elementary met state standards in 2017. It was identified for the Zone because of its proximity to Alta Vista Elementary. This provides the possibility for the two campuses to be paired for certain programming, for one to serve as a feeder for the other if grade levels are realigned at some point in the future, etc. In short, being able to pair campuses within the Zone (Alta Vista Elementary and South Waco Elementary, Brook Avenue Elementary and J.H. Hines Elementary, and G.W. Carver Middle School and Indian Spring Middle School) provides more opportunities for innovation.

These campuses currently serve 2,887 students. Five-year enrollment projections for each campus can be found above on pages iii-viii. Since these are neighborhood schools serving established attendance zones, it is possible to utilize four years of historical cohort data to calculate an average survival rate. The enrollment projection is based on multiplying the enrollment in the previous grade by that survival rate.

The school information pages above also include a demographic profile of each campus. The student populations at these campuses have high percentages of at-risk students (68% to 89%) and mobility rates ranging from 20% to 30%. Additionally, 87% or more of the students at each campus qualify for free or reduced-price school meals.

Researchers have found that by age three, children living in poverty have heard approximately 30 million fewer words than their more affluent peers. This gap can have a lasting effect on literacy development and future academic performance. To address this, this application proposes an intensive focus on early childhood education, including a pilot pre-kindergarten program for three-year-olds at Alta Vista Elementary and Brook Avenue Elementary to increase the number of students ready for kindergarten.

Too many students attending the Zone are not reading on grade level when they leave the third grade, and the effects of that delay follow students throughout their academic careers. Through the support of partner organizations and coaches, each school will adopt or develop rigorous curriculum and instructional approaches. Educators will develop plans to align curriculum, instruction, instructional materials, professional development, tiered interventions, early literacy, digital literacy, family engagement, and specialized services for bilingual, gifted, dyslexic, and special education students.

Additionally, the Zone will launch a pilot dual-language program with a cohort of kindergarten students in the fall of 2019. A Young Scholars Program will be implemented to identify and cultivate middle school students with high potential and unrecognized giftedness, while currently identified gifted and talented students will have additional enrichment opportunities, especially at the middle school level. In addition, schools will explore opportunities to expand career and technical education, fine arts and athletics programming for middle school and elementary students.

This application focuses on improving student outcomes by empowering educators and school leaders to make decisions they believe are best for their students and holding them accountable for results based on a robust performance management framework. This framework will place a heavy focus on improving the quality of instruction.

Innovations in technology make it possible for teachers to provide differentiated instruction that better meets the needs of individual learners. Individual schools within the Zone will explore innovative programs and personalized learning opportunities that are aligned with each school’s goals and needs. Zone schools will develop comprehensive technology plans to deploy more devices for student use supported by extensive professional development for teachers. These opportunities will allow teachers to match each student with instructional materials based on his or her reading level. As a result, students at different levels will be appropriately challenged in the same classroom, at the same time.

Addressing the challenges – both in and out of the classroom – that inhibit students’ ability to learn effectively will require a broad coalition of community partners. As the collective impact backbone organization for the Greater Waco community, Prosper Waco has already demonstrated its ability to bring key players together. Prosper Waco’s board includes representatives from local government, major health systems, higher education, and philanthropic and non-profit organizations.

Full Name	Current Job Title and Employer	Position with Proposed School
Bill Clifton	Partner, The Clifton Group	Member of governing board
Ramona Curtis	Director of Community Engagement and Initiatives, Baylor University	Member of governing board
Hon. Kyle Deaver	Attorney, Deaver and Deaver; Waco Mayor	Member of governing board
Malcolm Duncan	Community volunteer; former Waco Mayor	Member of governing board
Dr. Roland Goertz	CEO, Community Health Center of the Heart of Texas	Member of governing board
Shirley Langston	Executive Director, Restoration Haven	Member of governing board
C.J. Oliver	Retired pastor	Member of governing board
Glenn Robinson	President, Baylor Scott & White Medical Center – Hillcrest	Member of governing board
Alfred Solano	Texas Document Solutions	Member of governing board

Tom Stanton	Executive Director, Bernard and Audre Rapoport Foundation	Member of governing board
Hon. Pat Atkins	Attorney, Atkins & Wright; Board President, Waco ISD	Member of advisory board*
Virginia DuPuy	CEO, DuPuy Oxygen; former Waco Mayor	Member of advisory board*
Dr. Marcus Nelson	Superintendent, Waco ISD	Member of advisory board*
Dr. Matthew Polk	Executive Director, Prosper Waco	Executive Director, Prosper Waco
Rev. Bryan Dalco	Director of Operations, Prosper Waco	Director of Operations, Prosper Waco
Dr. Brittany Fitz-Chapman	Director of Data and Research, Prosper Waco	Director of Data and Research, Prosper Waco
Christina Helmick	Director of Communications, Prosper Waco	Director of Communications, Prosper Waco
Liz Ligawa	Director of Community Engagement, Prosper Waco	Director of Community Engagement, Prosper Waco

Individuals identified with an asterisk are currently members of Prosper Waco’s governing board. Prior to consideration of the performance contract by the Waco ISD board, these individuals will step down from Prosper Waco’s governing board and transition into strictly advisory roles. Pat Atkins and Marcus Nelson have abstained from all votes related to this application and the potential in-district charter partnership.

Prosper Waco will serve as the initial operating partner for the in-district charter partnership. However, if the application is approved, Prosper Waco and the Transformation Zone Design Partner assigned by the Texas Education Agency (TEA) will work to create a new non-profit organization that meets the eligibility requirements for SB 1882 benefits. Upon mutual agreement of the Prosper Waco and Waco ISD boards and approval by TEA, the charter for the Zone campuses will be transferred to the new non-profit organization.

Section 1 — Educational Program Design

Program Overview

With multi-faceted educational programs that focus on educating the whole child, the Zone schools will combine research-based educational methods with data-informed decision-making to address the needs of the high-poverty learners. The population of the Zone, which is mainly socioeconomically disadvantaged minority students, has

traditionally struggled partly due to the difficulty of aligning family and school efforts, inadequate progress in promoting literacy, and other challenges.

The Zone will focus intensely on literacy and will receive support to implement rigorous literacy programming aligned with Texas educational standards. Such evidence-based curriculum and strategies may include approaches like the approach from Robert Marzano of the Marzano Institute to focus teachers and administrators on high-return behaviors known as the *Super Seven*. With research-based tier one instruction and a focus on individualization through blended learning, Zone students will experience an unprecedented focus on literacy starting in pre-kindergarten through grade eight. With careful implementation, assessment, and adjustment of school-level approaches to core instruction, intervention, special service provision for unique learners, and professional development, this focus on reading and writing will move students toward grade-level literacy performance.

Through strategies potentially including comprehensive accelerated instruction plans for each learner aligned with aggressive interventions, students will take ownership of their own learning; likely school approaches also include having students keep learning journals and lead parent-student-teacher conference discussions of their successes and needs to drive instruction.

Curriculum and Instructional Design

Literacy remains a prevalent and persistent problem for students in the Zone (as well as students in Waco ISD schools outside of the Zone). Therefore, Zone schools will focus heavily on adopting sophisticated literacy strategies to correct lagging student performance in reading and writing. Each school will have the autonomy to craft a program, integrated with the school calendar and schedule, that is based on best practices and likely to succeed. Regardless of the specific strategy each school chooses, literacy instruction must be a priority, and schools will be held accountable for improving student reading and writing skills.

Schools will have access to extensive support opportunities as they implement their strategies and engage in a process of continuous improvement to analyze the effectiveness of the literacy program and make modifications where necessary.

For example, in year one, the Zone schools will be encouraged to adopt a 135-minute literacy block and a 90-minute mathematics block to firmly establish foundational literacy and numeracy skills for grades K-3, which will ensure that students remain at grade level. In grades 4 and 5, the literacy block would remain the same while the mathematics block would be reduced to 80 minutes. This would allow for time during the school day for an enrichment period either to address areas of weakness through accelerated instruction for students who need extra support and have not passed STAAR, re-teach of areas of weakness within the current curriculum to those students in need of additional instruction, or challenge advanced students to apply their understanding in new ways. By grades 6-8, the literacy and mathematics blocks would become 90 minutes, and all students would be provided a 45-minute enrichment period.

Grades K-3

English/Language Arts with integrated Social Studies and Science – 180 minutes	Mathematics – 90 minutes	PE, Music or Art – 45 minutes	Lunch/Recess – 45 minutes
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Grade 4-5

English/Language Arts with integrated Social Studies and enrichment – 170/150 minutes	Mathematics with integrated enrichment – 100/120 minutes	PE, Music or Art – 45 minutes	Science – 45 minutes	Lunch/Recess – 45 minutes
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Grade 6-8

English/Language Arts – 90 minutes	Mathematics – 90 minutes	Science – 45 minutes	Social Studies – 45 minutes	Electives – 45 minutes	Enrichment – 30 minutes	Lunch – 30 minutes
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This framework, or other similarly rigorous and carefully planned out approaches to implementing high-quality literacy instruction, will meet or exceed state standards by ensuring learners remain at grade level in the areas of literacy and numeracy while allowing students to focus on meaningful content in social studies and science.

Each school will clearly articulate its own instructional vision defining what that looks like in practice at the school and adopting specific strategies that support this instructional vision. For example, schools initially will be encouraged to prioritize instructional strategies based on the work of educational researcher Robert Marzano, which will be utilized to maintain consistency from classroom to classroom, including high expectations for every student, the teaching of academic vocabulary, the maintenance of word walls, daily journaling and/or notetaking in every core class, weekly teacher planning, the posting of daily objectives in every classroom, and the asking of higher order questions. These strategies, known as the *Super Seven*, will provide a set of expectations for all teachers in every classroom.

In terms of the literacy focus, each school will adopt a curriculum and schedule that aligns with student needs and teacher capacity. For example, a school could use Lucy Calkins' Writing Workshop framework to provide the structure for writing instruction while Irene Fountas and Gay Su Pinnell's Reader's Workshop and Guided Reading frameworks could provide the structure for literacy learning.

These evidence-based research frameworks address the differing needs of learners within the Zone as they each contain a gradual-release model: I do, we do, you do. This model allows students time to learn from direct instruction, the ability to practice in small groups with teacher support, and the opportunity to apply learned concepts during

independent practice. During the small group teacher time, focus lessons would be differentiated at the appropriate level for each student.

Classrooms will contain both direct-teaching and small-group components to help students focus on meaningful skills and strategies while also providing small group support for learners who need additional time or re-teaching. During this same small group time, advanced learners will be challenged to push their thinking and application of their understandings to new situations and contents. Class sizes will remain below the maximum sizes set forth by the Texas Education Agency to enable teachers to monitor student learning more closely. Schools will be able to access technology to provide students with blended learning opportunities through programs such as Accelerated Reader and ACHIEVE 3000 that will customize learning for various levels of student knowledge.

All curriculum covered by teachers in the Zone will be aligned with grade-level TEKS. Access to the TEKS Resource System and Lead4ward field guides will help teachers understand the correct level of rigor for each of the TEKS, discern whether the TEKS address process or comprehension, set student expectations, draw out important academic vocabulary to be taught, discuss instructional implications, and anticipate potential student mistakes. In addition, each school's scope and sequence will support college readiness, provide differentiation strategies for English language learners, and present extension ideas for advanced learners.

School Culture

The following expectations serve as the cornerstone in building school culture at the Zone schools:

- A focus on learning and high expectations for student achievement;
- Positive teacher-student interactions fostering a sense of safety, connectedness, and engaged learning;
- Parental involvement, including proactive efforts to connect parents and families to the resources they need to overcome poverty-related challenges to student success;
- Collaborative relationships between the school leader and faculty, between faculty members, and decreased teacher turnover;
- Differentiated learning that meets the needs of students served in special programs; and
- Clear, appropriate, and consistent expectations and consequences to reinforce positive student behaviors.

Schools in the Zone will use these expectations while crafting a tailored school culture plan that best meets the needs of their students and school community. The continued plan for establishing and maintaining the transformative culture of the Zone schools will be anchored in providing the time and space for prioritizing the goals for the intended culture and ensuring that the strategies to implement the goals are initiated.

During the spring and summer of 2018, the Zone campus principals will work with the Transformation Zone Design Partner, Campus Decision Making Committee, and key Prosper Waco staff members to review and revise their plan for promoting social, emotional, ethical, civic and intellectual skills. Examples of strategies currently used in the Zone campuses include service learning; after-school enrichment programs; parent ambassador programs; and parent engagement events such as literacy nights, college fairs, and family dinners incorporating parents and siblings of enrolled students, school staff, and external partners.

A unique aspect of the Zone plan includes coordinating wrap-around services to create a comprehensive system for addressing barriers to learning; build relationships between staff, students, and parents; and teaching to re-engage students who may veer off-track. The Zone schools will proactively identify the poverty-related barriers that limit student success; connect students, parents and families to community resources that can help them overcome these barriers; and coordinate the numerous community partners working on poverty and health issues to provide enhanced services to Zone students and families.

The following data will be used to review the school culture and draft the plans surrounding school culture:

- 2017-2018 Campus Needs Assessment,
- 2017-2018 Parent Engagement Survey,
- 2017-2018 Texas Association of School Boards (TASB) School Climate Survey,
- Results from the Tiered Fidelity Inventory/Positive Behavior Interventions and Supports (PBIS) Inventory, and
- Campus Improvement Plan evaluation of interventions.

A day in the life of a student at a Zone school will start with a greeting at the school door. As the student walks to his/her room, he/she sees and hears reminders of school guidelines. These guidelines communicate the vision of his school community (for example, Alta Vista Elementary students are Safe, Responsible, Respectful, and Kind.)

She/he is welcomed by his classroom teacher by name with eye contact and a positive, playful greeting. The daily schedule and school guidelines are posted in the classroom and referred to frequently. The classroom routines and procedures are firmly in place, and the student knows exactly what to do next. The class comes together for a morning meeting where the community is built, issues are discussed, class members are acknowledged and “wished well,” and daily commitments are made. Some days, this meeting includes a lesson on a specific social/emotional skill, such as making an apology. When the student gets into a conflict later in the day, the teacher uses the opportunity to practice the skill the student has learned.

Throughout the day, the school staff takes every opportunity to build positive connections with the student’s family. The parents/guardian will know that the teacher and staff value their student and they will have a system for staying informed about the student’s progress and the social/emotional skill on which the class is focusing.

The day ends with a self-assessment of how each student did with her/his daily commitment. The school connection and social skills of each student are not accidental but are intentionally built through careful planning and implementation at the classroom and school level.

Special Populations and At-Risk Students

When student concerns arise, whether through academic performance on STAAR, ISIP, TPRI, NNAT, Iowa Core, TELPAS, or Woodcock Munoz, a referral for further testing will occur to ensure that their specific learning needs are met. Schools within the Zone currently include students that are served by special education (SPED), 504, dyslexia, Bilingual/ESL, and gifted programs. Students who demonstrate at-risk behaviors or academic struggle will be served through the District's Response to Intervention (RTI) program and Student Assistance Team (SAT). Students will receive targeted interventions aligned to their special needs including SPED services, accommodations, modifications, newcomer support, or gifted enrichment.

Each school's scope and sequence will be modified or will provide accommodations for students in SPED or 504, while students with dyslexia will be provided with a specific evidence-based dyslexia curriculum. Their ARD or 504 committees will determine the frequency and duration of service(s). English Learners (ELs) will be served by teachers who have been trained in the ELPS and Sheltered Instruction covering the standard curriculum, while gifted students will be served by teachers who compact the district curriculum to allow for a half-day pullout enrichment program focusing on critical thinking, vocabulary, socio-emotional learning, and research skills. Daily schedules will allow for interventions in literacy, the most problematic area amongst students in the transformation schools, during an integrated literacy block. The mathematics block will also incorporate additional time for intervention.

To identify children with a suspected disability in a timely and proactive manner, we will evaluate students using the federal guidelines set forth under the Individuals with Disabilities Education Act (IDEA) and those from the Texas Education Agency (TEA). To maximize Child Find compliance requirements under IDEA, campuses will work with SAT, RTI, 504, Bilingual/ESL, and Dyslexia departments to identify students with a disability. School psychologists (LSSPs) and diagnosticians will follow the referral, evaluation, and ARD guidelines and timelines as outlined by IDEA and the TEA. The campuses will work in collaboration with families, the community, and the Special Education Department to identify students, ages 3-5, suspected of having a disability and follow the referral, evaluation, and service provision guidelines for this population. The effectiveness of this process will increase with the implementation of a pre-kindergarten pilot program for three-year-olds at Alta Vista Elementary and Brook Avenue Elementary. Students falling within these guidelines meet eligibility criteria established by IDEA or Texas Education Code for autism, deaf-blindness, deafness, emotional disturbance, hearing impairment, intellectual disability, orthopedic impairment, specific learning disability, speech or language impairment, traumatic brain injury, visual impairment including blindness, multiple disabilities, other health impairment, or Non-Categorical Early Childhood. For

each child that is evaluated and found by the ARD committee to meet the criteria as a child with a disability, the school will ensure compliance with TAC §89.1075.

Per the IDEA, students with disabilities are to be provided with a Free Appropriate Public Education (FAPE) and educated to greatest extent appropriate with their non-disabled peers. Per their Individual Education Plan (IEP), students will be provided with specialized instruction that aligns with their IEP goals within the Least Restrictive Environment (LRE). The LRE consists of a continuum of placements ranging from least restrictive to most restrictive and ensures that students with disabilities have access to the general education curriculum and any other program that is afforded to their non-disabled peers. When considering LRE, the Admission, Review, and Dismissal (ARD) committee will consider a continuum of placements that range from least restrictive (general education classroom) to most restrictive (hospital/homebound) as per 34 CFR §300.115.

Under IDEA, students with mild, moderate, and severe disabilities must be afforded the same process to ensure that they are educated with their non-disabled peers to the fullest extent possible as appropriate. LRE provisions are contained within CFR §300.114-117 and IDEA also includes provisions regarding the LRE. Decisions must be based on individual needs as stated in the IEP and may not be based on the child's disabling condition. Moreover, placement may not be based on disability program categories or on the location of staff, funds that are available, or on the convenience of the school district (Rebhorn & Smith, 2008). Since the essence of the LRE is to provide students with disabilities with access to the general curriculum and FAPE to the fullest extent possible as appropriate with their non-disabled peers, the general education classroom is always considered first when discussing placement. Moreover, in making placement decisions, the ARD committee will also consider each student's unique needs to determine which placement allows for the full implementation of the child's IEP.

Students with disabilities will also be provided with supplementary aids and services that include direct services such as speech and occupational therapy as per their IEP. Other supplementary aids and services include supports to address the environment; support or training for staff; planning time for staff; specialized equipment; pacing of instruction; lesson presentation; and testing adaptations.

The ARD will play a vital role in ensuring that students with disabilities are making progress. Per TEA's Grading and Progress Monitoring for Students with Disabilities: A Resource for Teachers, the ARD committee is responsible for continuously reviewing and updating its decisions based on a student's progress and based on his/her present levels of academic achievement and functional performance (PLAAFP). The ARD committee also ensures supports and services are being faded, increased, and modified (when appropriate) to ensure LRE and FAPE. The LRE is inclusive of supports and services, not simply a location where services are received. Educators involved in the decision-making process should react quickly to low grades that might indicate a student is struggling to access or make progress in the general education curriculum. When there is concern that the current supports and supplementary services are no longer effective for a student, the ARD committee must be convened. The ARD committee must revise the IEP as

appropriate to address a student's lack of expected progress toward the annual goals and in the general education curriculum (34 CFR §300.324(b)(1)(ii)(A) and 1414(d)(4)(A)(ii)(I)).

Schools will also implement the guidelines delineated under TAC §89.1230 for ELs who are also eligible students with disabilities. Moreover, the ARD committee shall collaborate with the Language Proficiency Assessment Committee (LPAC) to review the educational needs of each EL who qualifies for SPED services.

English Learners will be served through Bilingual or ESL services. Upon enrollment, all students will be provided with a Home Language Survey (HML) as per TAC §89.1215. Only one HML shall be conducted by the district, and this survey will be provided to students who may have previously attended school within the district but were not surveyed in the past. If the student indicates a language other than English on the HML, the student will then be assessed to determine if he/she meets the criteria for ESL or Bilingual services. The HML is a legal document and "school districts shall require that the survey is signed by the student's parent or guardian for each student in prekindergarten through Grade 8, or by the student in Grades 9-12. The original copy of the survey shall be kept in the student's permanent record" (TAC §89.1215).

To meet eligibility criteria, per TEA's *Student Attendance Accounting Handbook*, a student must have a language other than English indicated on the HML and meet eligibility criteria under Section 6 Bilingual/English as a Second Language (ESL). Moreover, schools will also follow the guidelines set forth by TEA under TAC §89.1225 for testing and classification of students to identify, assess, and classify ELs. Students with scores below the cutoff scores on the English reading and English language arts sections of a norm-referenced standardized test in English (selected from the List of Approved Tests for Assessment of English Language Learners) will be recommended for placement in the program by a Language Proficiency Assessment Committee (LPAC). Additionally, written parental approval must be obtained to place an ELs in a Bilingual or ESL program. Each student must be served according to the following guidelines: On a student's initial enrollment and at the end of each school year, the LPAC must review all pertinent information on the EL. The LPAC must designate, subject to parental approval, the initial instructional placement of each EL in the required program; classify the student's level of English proficiency according to the results of appropriate tests; designate the level of academic achievement of each EL; and recommend the student's exit from the Bilingual or ESL program. All teachers providing services to English Learners via a Bilingual or ESL Program will meet the certification requirements delineated in the *Student Attendance Accounting Handbook* under Section 6 Bilingual/English as a Second Language (ESL). Additionally, teachers will be trained in the English Language Proficiency Standards (ELPS) and will implement the ELPS during instruction as per the guidelines set forth in TAC §74.4. English Language Proficiency Standards. Teachers of ELs will also be trained in Sheltered Instruction strategies and accommodations as per the *Student Attendance Accounting Handbook* to enhance comprehensible input and provide linguistic support to ELs.

Exiting of ELs will follow the guidelines for exit from Bilingual and ESL programs as delineated in the TEA's English Proficiency Exit Criteria Chart for the current school-year. The campus should have a Language Proficiency Assessment Committee (LPAC) Chair who will ensure that the student's LPAC Committee follows the guidelines under TAC §89.1220.

Programs available to ELs will include Bilingual Late-Exit, English as a Second Language (Content-Based and Pullout), and Dual Language Immersion. The content and program design for each of the programs above will follow the guidelines set forth in TAC Chapter 89.

The LPAC along with key member stakeholders such as the ESL and Bilingual teachers will monitor the linguistic and academic progress of ELs. Intensive plans for intervention/accelerated instruction will be developed for students in need of intervention and who have not passed STAAR. These plans will be developed in conjunction with RTI Coordinators, SAT, and the ARD Committee for ELs who are also receiving SPED services. Moreover, to allow ELs to demonstrate their mastery of content, they will be provided with translated DBAs or checkpoints as needed for the core areas (reading, math, science, and social studies).

Gifted and talented (GT) students will be served through a pullout model with certified GT teachers. The Zone will utilize a universal screener process at the end of grade 1 for all students to identify those students who need services through the GT program; however, starting in kindergarten, an open referral window allows teachers, administrators, principals, and even students themselves to refer a student for gifted screening. By compacting regular classroom instruction, teachers will allow these advanced students the time needed to delve into enrichment experiences. The GT curriculum addresses the needs of the elementary learners through creative and critical thinking (brain boosters), research skills to help students understand how to influence the world around them (Advanced Products and Performances project—TPSP), vocabulary enrichment, and socio-emotional exploration (the autonomous learner model).

The monitoring of these students is done through growth, which is shared with parents through narrative recaps in the students' weekly folders. In the middle school, advanced learners will be offered academic enrichment through Pre-AP courses and the completion of independent research projects (Advanced Products and Performances). Student progress is monitored through classroom grades and behavior, their gifted student research projects that are scored by local community members, and their participation in offerings related to their areas of giftedness. For students in grades K-8, school-year opportunities to participate in academic extracurricular events that highlight their areas of giftedness—Academic UIL, Destination Imagination, National History Day Fair, Texas Science and Engineering Fair—are available to students and their participation is encouraged. During the summer, Baylor University offers the University for Young People to low socioeconomic gifted students in Waco during a three-week period.

Student Recruitment and Enrollment

The Zone will be an in-district charter system that does not charge tuition and does not administer entrance examinations. Any student who resides within the geographic boundaries for a Zone school will be able to attend that campus. Information on the attendance zones is at <http://wacoisd.org/cms/one.aspx?portalid=428&pageid=23670>.

Enrollment will continue to be based on a fair and equitable system which provides for an open enrollment period; transfer application approval; and a waitlist. Zone schools will not discriminate in admissions based on sex/gender, national origin, ethnicity, religion, disability, academic ability, athletic ability, or artistic ability.

Enrollment for current students will be expedited with an online process. Parents and/or guardians can complete an online registration packet July 9-30, 2018. Paper copies of the packet will be made available upon request.

Parents enrolling their students for the first time in Waco ISD must visit the campus and provide the following documents:

- Child's official birth certificate;
- Child's immunization records;
- Child's Social Security card;
- Legal papers (from a divorce or separation);
- Proof of residency, (i.e., a utility bill-water, gas, electricity);
- Proof of income or documentation of earnings (for pre-kindergarten only); and
- Photo identification for the parent or guardian registering the child.

The complete Zone Enrollment Policy is provided as **Attachment 2**.

The Zone will work closely with the district and other community partners to ensure that these campuses continue to enroll a diverse student body and that all interested families have equal access. Since the campuses will remain neighborhood schools serving their current attendance boundaries, many of the activities will be focused on communicating with families already connected to the schools.

The Zone will develop informational handouts with detailed information on enrollment deadlines and procedures to be distributed by the schools to current students and their families in both English and Spanish. The Zone may also hold informational meetings on the enrollment process at each of the campuses.

Prosper Waco and the Waco Community Development Corporation collectively employ three community organizers working in the areas served by these campuses. Those community organizers have a network of relationships in those neighborhoods and are already supporting a grassroots effort to share information about the Zone. Moving forward, they may also support efforts to inform families about enrollment at the campuses.

To supplement those geographically focused efforts and reach potential transfer students (space permitting), the Zone will have an online presence, share information via social media, and provide details on the enrollment process and deadlines to the news media.

Student Discipline

For the remainder of the 2017-2018 school year, the Zone will adopt the Waco ISD Student Code of Conduct provided to students and families in the fall of 2017 (**Attachment 3**).

For the 2018-2019 school year, the Zone will implement the Model Student Code of Conduct provided by TASB policy services. The Model Student Code of Conduct identifies the circumstances, consistent with law, when a student may be removed from a classroom, campus, or district vehicle. It sets out the conditions for placement in the Wiley Opportunity Center (Waco ISD's disciplinary alternative education program), out-of-school suspension, and expulsion. Additionally, the Model Student Code of Conduct addresses notices to the parent regarding a student's violation of one of its provisions.

In future years, each campus will have the opportunity to incorporate campus-specific revisions to TASB's Model Student Code of Conduct. The revised codes of conduct will then be reviewed and adopted by the Zone's operating board.

Elementary schools in the Zone will supplement their codes of conduct with research-driven and evidence-based discipline approaches that integrate classroom management with social emotional learning. These could include the PBIS system and Conscious Discipline.

Secondary campuses in the Zone may supplement their PBIS system with a model based on Restorative Practices, which shift accountability from a punitive approach to a meaningful process of student and staff ownership for behavior.

For overviews of each system, please visit the links below:

- [Positive Behavioral Interventions and Supports](#),
- [Conscious Discipline](#), and
- [Restorative Practices](#).

Performance Measures

The Zone board will adopt a rigorous and transparent performance management framework for schools, which will include annual performance goals for each of the zone campuses responsive to their previous year's performance. These goals will be captured in the Campus Improvement Plans and monitored throughout the year.

For each of the key areas—student progress, achievement levels, closing achievement gaps, post-secondary readiness, and community/student engagement—markers will be identified. This could include monitoring of STAAR performance to track student progress

and achievement level, and benchmark assessments during the school year to determine the progress students have made toward meeting and mastering grade-level standards. When data from these assessments is disaggregated, it will be analyzed by school, teacher, classroom, student, and TEKS standard to determine where disparities among subpopulations exist so that intervention can occur before students reach the STAAR test.

Where appropriate, through the utilization of school-wide AVID, post-secondary readiness markers will be established and monitored by the district AVID coordinator. For eighth graders, the Texas Success Initiative Assessment in Reading will be given to ensure that all students moving on to the high school have access to both early degree programs and dual credit classes. This will serve as another measure of post-secondary readiness.

Finally, with the intense focus on wrap-around services that will be offered to zone students, community and student engagement will be an area of particular interest and will receive intense monitoring to ensure that all students are fully served in an effort to remove any obstacles to their educational success.

Assessment & Evaluation

Student monitoring will be thorough and will guide instruction with the ultimate goal of students meeting the state standard on the STAAR. Student progress will be reported through Eduphoria, which will allow data to be disaggregated in numerous ways.

Academic progress will be evaluated through data gathered in response to campus-based assessments that have been administered, such as district-based assessments, STAAR test results, or other assessments designed to monitor student progress. This data will also be examined in conjunction with behavioral and attendance data to discover the academic impacts of intervening factors. Data will be examined at the school, teacher, classroom, and student levels by overall student group and subpopulations—ESL/Bilingual, Special Education, and Title I/Migrant—to discover possible disparities and immediately intervene with target groups to correct gaps.

Schools will develop processes, such as the Lead4ward PLC structure, to review data by content and grade level. Through these processes, teachers will dissect the TEKS to discover the underlying levels of thinking required and the various ways in which the standard could be tested, common assessment construction, student work analysis, and data analysis. Through this recursive process, teachers will discuss students' learning and be able to spiral back into their lessons those skills that were most problematic for students. Schools will develop processes, such as student-parent-teacher conferences for students to report their accomplishments and struggles to parents. Individual learning goals may be set for students, and the students may be taught to monitor these learning goals and alert the teacher when goals need adjustment. Bilingual students may also collect work samples and develop portfolios to show progress.

School teams, in conjunction with support providers, Zone leadership, and/or district staff will manage and interpret the data at the campus level. School teams will then determine professional development needs and create specific professional development plans to remediate identified areas.

When academic shortfalls are identified through benchmark assessments or on STAAR because the student has failed to meet the Approaches Grade Level standard, the campus will determine appropriate action steps through processes, such as RTI, to ensure students will be continuously monitored, and, if identified difficulties do not improve with continued intervention, the student will be referred for special education screening, 504 consideration, and/or dyslexia testing, whichever may be the most appropriate avenue to ensure the student's needs are met and obstacles to academic performance are removed. This information will be available to all campus staff through the Branching Minds MTSS System. Additionally, since behavior and attendance often serve as intervening factors that create barriers to academic success, behavioral screeners may be utilized to identify students in need of more intensive behavioral intervention or special education referral, while campus parent-community liaisons may actively monitor attendance and work with families to ensure students attend daily.

Section 2 — Governance, Operations Plan & Capacity

Organization Chart

Please see **Attachment 4**.

Legal Status and Governing Documents

Prosper Waco is a 501(c)(3) non-profit organization incorporated in the state of Texas under the name Greater Waco Collective Impact Initiative. The organization received its determination letter from the Internal Revenue Service (IRS) in November 2014. Prosper Waco's bylaws, conflict of interest policy, IRS determination letter and state exemption letter follow as **Attachment 5**.

Prosper Waco will serve as the initial operating partner for the in-district charter partnership. However, Prosper Waco intends to work with Empower Schools, the Transformation Zone Design Partner assigned by TEA, to create a new non-profit organization that meets the eligibility requirements for SB 1882 benefits. Upon mutual agreement of the Prosper Waco and Waco ISD boards and approval by TEA, the charter for the six campuses will be transferred to the new non-profit organization.

Governing Board

The current Prosper Waco Board of Directors is comprised of 13 members who represent a broad cross-section of the Greater Waco community as well as high-level community leadership in the areas of education, health, and financial security. A list of these board

members can be found on page 3-4, and more detailed information on their qualifications can be found in their resumes in **Attachment 6**.

Founded in 2014, Prosper Waco is an innovative approach to community work that consolidates and builds upon the efforts of existing nonprofits and community leaders to measurably improve the lives of the people in the Greater Waco community. This collective impact model brings together key leaders and organizations in the areas of education, health and financial security to comprehensively:

- identify and quantify challenges facing our community,
- articulate a shared vision,
- establish measurable goals,
- facilitate implementation of strategies to address each challenge,
- monitor progress against each goal,
- share data and resources necessary to accomplish our collective goals, and
- engage a broad spectrum of community partners (including recipients of services) in the design of its work.

While Prosper Waco was not formed to operate schools, since its inception, Prosper Waco has worked closely with Waco ISD to support the district's schools, its students, and their families. There is no greater challenge in this community – and no great opportunity to improve lives – than improving student outcomes at underperforming schools.

Prosper Waco believes that empowering campus leaders and staff is one way to improve student outcomes and is committed to the autonomy of schools in the Zone. As such, the governing board's role is to set strategy and oversee the Zone without intervening in day-to-day operations of schools. To prepare for this role, Prosper Waco board members will have the opportunity to participate in Lone Star Governance training, TASB's Summer Leadership Institute, and other professional development.

Prosper Waco and Waco ISD are both committed to assuring the independence of the operating partner's governing board. To that end, three current Prosper Waco board members will step down from that board prior to consideration of the performance contract by the Waco ISD board.

Application Team Capacity

In addition to the board of directors, Prosper Waco's staff will share responsibility for the school's success. As the organization's executive director, Matthew Polk, Ph.D., will lead the implementation of the board's strategy.

Formerly, Dr. Polk served as superintendent of Rapoport Academy Public School, a public charter school district with 780 students on four campuses. During his six years with the charter school district, Dr. Polk worked to strengthen and renew the district's facilities and programs and to bring best processes to its operations. He also served as an elected member of the advocacy committee of the Texas Charter Schools Association.

The Transformation Zone Officer is a full-time employee dedicated to supporting the campuses in the Zone. Dr. Robin McDurham is the proposed candidate for this new position, which will report to Prosper Waco's executive director. Dr. McDurham is currently Waco ISD's Assistant Superintendent of Student Services and has 17 years of experience in public education with a focus on policy, wrap-around services, attendance, and student management.

Each campus in the Zone will have an Instructional Leadership Team (ILT) consisting of the principal, assistant principal, instructional specialists, and teacher leaders. The team will meet weekly to monitor student, review student work and plans for instruction. The Transformation Zone Officer will monitor progress toward the board goals and provide mentoring with the principals on instruction, budget, operations, and staffing. Prosper Waco will coordinate services with external partners, such as Communities in Schools, Baylor University and the Klaras Center for Families, to provide case management, extended day options, and other services to assist with eliminating academic barriers.

The Zone will contract with the following individuals in Waco ISD for coordination of early childhood services, curriculum and instruction support, personnel services and financial services:

- Early Childhood Education Coordinator Mary Konrad, Ed.D, has 28 years of experience with a focus on early childhood education and EL learners. She will assist with the expanded pre-kindergarten pilot program.
- Interim Executive Director of Elementary Curriculum Grace Benson, M.S., has eight years of experience in reading, learning disabilities, and ESL. She will support the development and implementation of the elementary curriculum.
- Interim Executive Director of Secondary Curriculum Scott McLanahan, Ed.D has 21 years of experience with a focus on literacy and advanced academics. He will support the development and implementation of the secondary curriculum.
- Assistant Superintendent of Human Resources Elaine Botello, M.S., has 24 years of experience in human resources and the highest level of professional certification (PHR). She will serve as a liaison for the Zone on contract, placement and other personnel issues.
- Chief Financial Officer Cheryl Davis, C.P.A., has more than 30 years of experience in school district financial administration with extensive knowledge of state and federal program compliance. She will advise the Zone on fiscal matters.

For the remainder of the 2017-2018 school year, Prosper Waco will honor the contracts of the current Waco ISD principals for the Zone campuses. The principals have each served from two to four years in their current assignments and have implemented the Texas Accountability Intervention System (TAIS), which focuses on improved academic performance, increased use of quality data driven instruction, increased leadership effectiveness, increased learning time, increased family and community engagement, improved school climate, and increased teacher quality.

Decisions about campus leaders for the 2018-2019 school year will be made following the release of data from the 2018 STAAR tests.

As a recipient of a Transformation Zone Planning Grant, TEA matched the district with a Transformation Zone Design Partner, Empower Schools. This firm has a track record of success in Massachusetts and Colorado, as the design and launch partner of the Springfield Empowerment Zone Partnership and Denver's first Innovation Zone. Empower Schools has advised the district and Prosper Waco throughout the application process and contract negotiations. If Waco ISD is awarded a Transformation Zone Implementation Grant, Empower Schools will continue to support the Zone after its launch. That work would include helping to create a new non-profit organization that will ultimately take over the performance contract for the six campuses.

Additional information on the members of the application team and current campus leaders can be found in **Attachment 7** and **Attachment 8**.

Staffing Plans, Hiring, Management, and Evaluation

School leadership will be one of the most essential elements in the Zone's success, and the Zone board recognizes that selecting and developing high-quality leaders is one of the primary responsibilities of the Zone. Therefore, the Zone has initially normed on the competencies identified by Texas through the T-PESS standards and is working closely with Waco ISD to evaluate current leadership at Zone schools and develop robust school leader pipelines for both the 2018-2019 school year and future academic years.

The Zone board realizes the six schools currently have dedicated and hard-working administrative, teaching, and support staff. However, the Zone leadership reserves the right to make changes in the staff in consultation with Waco ISD. Changes in staffing may be based on cumulative data such as STAAR test results and annual performance evaluations.

The Zone board believes effective recruiting is essential to hiring high-quality educators with a proven record of improving student outcomes. Because data shows that early hiring is directly related to teacher quality, Zone schools are committed to recruiting educators as early as possible. The Zone will join Waco ISD Human Resources in its extensive recruitment tour of major colleges and universities in the region and will investigate additional teacher pipeline strategies including partnerships with local institutions of higher education and alternative teacher pathways. In addition, the Zone plans to explore the possibility of working with expert partners, as well as with Waco ISD Human Resources, to innovate and continually improve recruiting and hiring practices

At least initially, the Zone will follow the competitive compensation plan adopted by the district. The Zone is also committed to working with Waco ISD and highly effective partners to enhance the current recruitment and retention program for Zone schools with the potential development of an innovative incentive pay program. In developing that program, the Zone will review the Dallas ISD and Richardson ISD ACE programs as

potential models. That program may be phased in beginning with a pilot program at one or more campuses.

The Zone leadership, in partnership with Waco ISD, will develop employment qualifications and a well vetted selection process for instructional staff. Selection criteria will include appropriate SBEC certification, past and/or current student progress (such as STAAR test results), past and/or current annual performance evaluations, and other cumulative data to ensure the best candidates are being considered and hired.

Zone school personnel will be employees of Waco ISD and will receive allotted state and local leave days, Waco ISD health and life insurance, and will contribute to the Texas Teacher Retirement System (TRS). The teaching staff of the Zone campuses will also be eligible to receive Chapter 21 employment contracts.

Zone leadership will recommend candidates for administrative positions to the Waco ISD board after consulting with Waco ISD staff, and the expectation is that the Waco ISD board will swiftly approve all reasonable candidates.

Zone principals will select new teaching staff for Zone schools and will consult with the Waco ISD Human Resources Department throughout the selection process. The Zone will contract with the district for support in several key areas connected with hiring, including criminal history background checks and verification of former employees' eligibility to re-hire.

Each campus will have the lead responsibility in teacher assignments within the school integrating the staffing plan into its broader strategic vision. Employment will be by mutual consent, and each campus will be able to participate in Waco ISD's transfer process.

Zone personnel will work closely with Waco ISD staff to create a careful, streamlined procedure to ensure budgetary space for all Zone staff and to ensure effective employee orientation sessions occur before new employees begin work. Zone leadership and/or the school's principal will work closely with the Assistant Superintendent of Human Resources, her designee, and/or other members of the district's leadership team as appropriate to collaboratively solve any human resources challenges that arise during implementation of the Zone strategy.

Zone staff and principals will work closely with the Waco ISD Human Resources Department to ensure compliance in the dismissal of Chapter 21 contracted teachers in accordance with the district's legal and local board policies including but not limited to DF, DFAA, DFBA, DFBD, DFD, DFF, DFFA, and DFFB.

The Zone leadership, in partnership with Waco ISD, will support school leaders in the implementation of the design plan for each campus. The Zone is currently seeking proposals from high-quality partners to build school leadership capacity. Support is also provided to principals and assistant principals through the Waco ISD monthly principals meetings, curriculum and instruction leadership meetings, and the district's Leadership

Institute. Waco ISD is also planning to apply for the Transformation Zone Implementation Grant and, if awarded, will use those funds to provide further professional development in support of the unique design of each school.

The Zone board appreciates the rigorous competencies identified by Texas through the T-P ESS standards and will work closely with Waco ISD to ensure leaders are evaluated effectively at each campus.

The Zone leadership, in partnership with Waco ISD, will also work to support and develop teachers through the implementation of the design plan for each campus. Support currently provided to teachers through the Waco ISD Curriculum and Instruction Department includes an intensive three-year professional development plan for all teachers and support staff in academic content, pedagogy, and classroom discipline management as well as supplemental summer professional development academies.

Zone schools will maintain the option of accessing Waco ISD teacher professional development and will receive support from best-in-class partners to build teacher capacity to deliver high-quality, standards-aligned instruction. Please see the “Assessment and Evaluation” section for additional details about teacher professional development and support related to those specific areas.

The Zone board appreciates the rigorous competencies identified by Texas through the T-TESS standards and will work closely with Waco ISD to ensure teachers are evaluated effectively at each campus.

Facilities

The Zone will use existing school facilities at Waco ISD at the following addresses:

- Alta Vista Elementary – 3637 Alta Vista Dr, Waco, TX 76706
- Brook Ave Elementary – 720 Brook Ave, Waco, TX 76708
- J.H. Hines Elementary – 301 Garrison St, Waco, TX 76704
- G.W. Carver Middle School – 1601 J.J. Flewellen, Waco, TX 76704
- Indian Spring Middle School – 500 N University Park, Waco, TX 76701
- South Waco Elementary – 2104 Gurley Ln, Waco, TX 76706

Start-Up & Ongoing Operations

The operational management of the Zone schools will transition during the Spring of 2018. Operational services currently provided by Waco ISD will remain as budgeted and provided for through August 31, 2018. A start-up budget will be provided effective May 1, 2018, for the operations management of the Zone.

Beginning with the 2018-2019 fiscal year, Zone schools will budget for all school-based activities including, payroll costs, contracted services, supplies and materials, and other miscellaneous costs.

A percentage of the revenues generated by the weighted average daily attendance of the Zone schools will be withheld from the allocated revenue to cover the cost of administrative services, as delineated under attachment 10 of this proposal. This percentage will be reviewed each year and agreed upon by the operating partner and school district.

School-based activities budgeted by the campus include custodial and utilities costs. General building and grounds maintenance and repairs will be provided by the district through the amount withheld for administrative services. Additional cleaning services, non-routine maintenance, and any discretionary building renovations will be charged to the campus. Principals will work with the Transformation Zone Design Partner, Transformation Zone Officer, and district staff to determine costs for budgeted services for the 2018-2019 fiscal year.

Child nutrition services operated under the Texas Department of Agriculture will be provided at no cost to the campus. Revenues and federal reimbursements received under the program will be credited to the Child Nutrition Services fund. Non-program services such as catering will be billed to the campus, as requisitioned.

Home-to-school student transportation will be provided by the district at no charge under board policy CNA Transportation Management: Student Transportation. Revenues generated through route services reporting will be credited to the district's general fund to support home-to-school student transportation. Other transportation including trips related to extracurricular activities, field trips, and other instructional activities will be billed to the Zone campuses as requisitioned. Charges will include both the contracted transportation and associated fuel costs.

Section 3 — Financial Plan

Waco ISD will serve as the fiduciary agent for the Zone. The district has established fiscal policies, guidelines, and procedures that apply to all financial transactions regardless of the funding source. The district follows guidelines outlined in the Texas Education Agency's (TEA) *Financial Accountability System Resource Guide* (FASRG). These guidelines are derived from generally accepted accounting principles (GAAP) and ensure uniformity in accounting and reporting. Specific procedures related to managing state and federal grant awards have been designed to comply with rules and regulations specific to those programs.

The district has implemented an automated financial accounting system designed for Texas school district accounting. The system provides a centralized accounting based on a fund accounting structure, incorporates the standard account coding required by the TEA, and allows for accrual, budgetary control, and encumbrance accounting. The district will establish separate accounting, as necessary, for the financial administration of the Zone campuses consistent with the contract to provide financial/accounting services for these schools.

Annually, the district will determine a funding allocation based primarily on the weighted average daily attendance (WADA) received by the district for students enrolled in the school(s). The campus will prepare a line-item budget in accordance with budget preparation guidelines. Resource allocation should be developed in accordance with long-term educational goals and the campus improvement plan. The approved budget(s) provide budgetary control over subsequent expenditures through the automated financial accounting system. Budget amendments and transfers must be initiated as required to ensure legal compliance with state expenditure mandates and/or other funding source regulations.

The district's payroll department will be responsible for processing payroll checks, balancing and reconciling payroll data, depositing and reporting taxes, and ensuring compliance with federal and state record-keeping criteria. All employees shall be paid on a semi-monthly basis via direct deposit. The district shall pay all exempt and non-exempt support personnel using an annualized salary method over 12 months regardless of the number of months employed during the school year.

In accordance with the Fair Labor Standards Act (FLSA), all employees are designated as either "exempt" or "nonexempt" for payroll purposes. Staff designated as exempt shall be exempt from the FLSA requirements of minimum wage, overtime, and recordkeeping.

The district utilizes an automated timekeeping system to collect all work hours for non-exempt employees. The employee's immediate supervisor shall verify and submit all time cards for non-exempt staff assigned to their campus or department according to the established payroll pay periods and deadlines.

All staff paid from federal grant funds shall comply with the Time & Effort Certification Requirements.

All purchases of goods and services shall be in accordance with the district's purchasing procedures. The procedures include guidance related to competitive procurement requirements in federal regulations, state laws, and local policy. The district's purchasing department shall provide for the acquisition of goods and services at the lowest practical price. The addition, deletion, and changes to vendors will be made in accordance with district policy and purchasing procedures. The district's automated financial system allows users to enter purchase requisitions, verify account balances, select pre-approved vendors, and receive goods and services. Check payments for all goods and services will be processed and issued on a weekly basis through accounts payable.

The Waco ISD Board of Trustees and administration have established policies, standards, reporting lines, authorities, and responsibilities, which create a strong control environment. The district is committed to a competent workforce and employs qualified and experienced staff to manage its financial operations. Automated systems provide a complex system of workflow designed to segregate duties for the initiation, approval, and processing of financial transactions.

Each school's administration will be responsible for conducting a campus needs assessment, developing a campus improvement plan, evaluating staffing needs based on enrollment projections, and creating a financial plan or budget, within allocated resources, to meet those identified needs. The school's administration is also responsible for the day-to-day management of funds: monitoring the budget, procuring goods and services, supervising personnel, overseeing facilities, and ensuring compliance with federal regulations, state laws and district policies related to the expenditure of funds.

The governing board of the operating partner will be independent from management and will exercise oversight responsibility. The governing board's responsibilities for financial operations include the adoption of an annual budget, monitoring the finances to ensure the financial records are properly maintained, ensuring that the fiscal accounts are audited annually, and an annual financial report is prepared and publicly disseminated.

After the proposed budget has been prepared, the governing board shall call a public meeting for the purpose of adopting a budget for the succeeding fiscal year. Any taxpayer of the district may be present and participate in the meeting. A summary of the proposed budget shall be posted on the operating partner's website.

Annually, the governing body shall have the fiscal accounts audited by a Texas certified or public accountant holding a permit from the State Board of Public Accountancy. The audit shall be completed following the close of each fiscal year and shall include an audit of the accuracy of the fiscal information and provide an opinion on its compliance and internal controls over financial reporting.

The governing board shall ensure that an annual financial statement is prepared that shows, for each fund subject to its authority during the fiscal year, the total receipts of the fund, itemized by source of revenue, the total disbursements of the fund, itemized by the nature of the expenditure, and the balance in the fund at the close of the fiscal year. A copy of the annual financial statement and audit report shall be posted to the operating partner's website not later than the 150th day after the date the fiscal year ends. The district will file a report of all revenues and expenditures for the preceding fiscal year with TEA on or before the date set by the State Board of Education.

Attachment 9 of this application includes a start-up budget for operations management for the period May 1, 2018 through August 31, 2018. Campus budgets have been previously approved for the 2017-2018 fiscal year and will continue, as adopted, through August 31, 2018. Also included is a copy of the operating budgets for operations management and each of the six campuses included in this proposal for the 2018-2019 fiscal year.

Revenue estimates have been calculated utilizing the District Charter Funding FY2019 worksheet of the State Aid template, 2017-18 & 2018-19 Biennium. The estimates were made based on the following assumptions:

- a. Grade reconfigurations for the 2018-2019 school year will be limited to the implementation of one section of three-year-old prekindergarten each at Alta Vista Elementary and Brook Avenue Elementary;
- b. Enrollments and average daily attendance are projected for each campus utilizing a pupil projection template that uses four years of historical cohort data to calculate an average survival rate and multiplying the enrollment in the previous grade by the survival rate. The school's average attendance rate is applied to the computed enrollment to calculate the projected ADA; and
- c. Full-time equivalents and average daily attendance for special program areas are based on current year (2017-2018) projections.

Allocations of federal entitlements will be made on the same basis as district campuses not participating in the charter partnership. State revenue estimates are included in **Attachment 10**.

Elementary classroom teachers are staffed on a 22:1 ratio with the exception of prekindergarten which is staffed on a 20:1 ratio. Middle school classroom teachers are staffed on a 24:1 ratio and assume that core teachers receive an additional planning period, teaching six of eight periods. All non-core teachers are assumed to teach seven of eight class periods. Additional teachers have been added, as required, to meet the needs of identified English Language Learners. Staffing for special education programming is based on current instructional arrangements and may be adjusted as program enrollments dictate. Staffing funded through State Compensatory Education reflects campus-based decisions. Other staffing levels for the 2018-2019 school year are based on the district's staffing guidelines for elementary and middle schools. Staffing levels for the operations management and each campus are included in **Attachment 10**.

Costs are based on current values unless the information is presently available for the 2018-2019 school year. No salary increases or benefit changes have been included. Revenues have been reduced by 14.15% to reflect the cost of administrative services provided by the district. A copy of the administrative cost computation is also included in **Attachment 10**.

Additionally, funds have been set aside within the campus budgets for other services that will be billed on a per unit basis. Pricing for these services is currently under development. These services include but are not limited to, speech, occupational, and physical therapy; diagnostic evaluations; use of athletic facilities; participation in the Juvenile Justice Alternative Education Program; and staff development.

**Attachment # 1 Graduation standards
(for high school only)**

Not Applicable

Attachment # 2 Enrollment policy

Enrollment Policy

The Waco ISD Transformation Zone Partnership is an in-district charter system that does not charge tuition and does not administer entrance examinations. Any student who resides within the geographic boundaries for a Transformation Zone Partnership School attendance zone set by Waco ISD may attend. Transformation Zone campuses include Alta Vista Elementary, Brook Avenue Elementary, JH Hines Elementary, South Waco Elementary, GW Carver Middle School, and Indian Spring Middle School. For information about each school's attendance zones visit:

<https://www.google.com/maps/d/u/0/viewer?mid=1BD3ZTBrq6GaiwZM6oJkFENdQIFA&ll=31.542882028750455%2C-97.14410659999999&z=12>

Enrollment is based on a fair and equitable system, which provides for (1) an open enrollment period, (2) transfer application approval, and (3) a waitlist.

As required by Texas Education Code § 12.111(a)(5), WISD Transformation Zone Partnership Schools do not discriminate in admissions based on sex/gender, national origin, ethnicity, religion, disability, academic ability, athletic ability, or artistic ability.

How to enroll

During the Transformation Zone enrollment period of July 9, 2018, through August 11, 2018, parents/guardians will complete the online registration process, which can be accessed on each campus website. Upon completion of the packet, parents of students currently enrolled in Waco ISD schools will take proof of residency to an enrollment center to complete the registration process.

Parents enrolling their students for the first time in a Zone Campus must provide the following documents:

- child's official birth certificate (can be obtained through <http://www.texas.gov>);
- child's immunization records;
- child's Social Security card;
- legal papers (from a divorce or separation);
- proof of residency, (i.e., a utility bill-water, gas, electricity);
- proof of income or documentation of earnings (preK only); and
- photo identification of parent or guardian who is registering the child.

Prosper Waco and Waco ISD will provide fully staffed computer labs at key locations around the city from July 9th to August 6th to facilitate the registration process. Each campus will host registration from August 6th to August 10th. In addition to the centers staffed weekdays from 8:30 to 4:30 from July 9 to August 11th, Prosper Waco will partner with Waco ISD and community organizations to provide

- fully staffed mobile enrollment labs on specified dates between July 9th and July 23rd in certain apartment complexes, neighborhood centers, and summer programming sites;
- extended hours for registration provided each night on a rotating schedule in central enrollment centers;
- free public transportation to enrollment events for all Transformation Zone parents on July 10th and August 11th at University High School and Waco High School. Child Nutrition Services will provide meals at no cost for children under the age of 18 and a minimal fee for parents. Community partners will provide additional resources such as immunizations, school supplies, and after school program registration.

Attachment #3 Discipline policy



Student Code of Conduct

2017-2018

RESPONSIBILITY ~ COOPERATION ~ RESPECT ~
COMPASSION ~ SELF-DISCIPLINE ~ SELFLESSNESS ~
TRUSTWORTHINESS/HONESTY ~ COURAGE ~ TOLERANCE ~
CHARACTER EDUCATION TRAITS ~

If you have difficulty accessing the information in this document because of disability, please contact helpdesk@wacoisd.org or call 254-755-9599.

ACKNOWLEDGMENT

Student Code of Conduct Electronic Distribution Acknowledgment

Dear Student and Parent:

As required by state law, the Board of Trustees has officially adopted the Student Code of Conduct in order to promote a safe and orderly learning environment for every student.

We urge you to read this publication thoroughly and to discuss it with your family. If you have any questions about the required conduct and consequences for misconduct, we encourage you to ask for an explanation from the student's teacher or campus administrator.

The student and parent should each sign this page in the space provided below, and then return the page to the student's school.

Thank you,

Dr. A. Marcus Nelson
Superintendent of Schools

We acknowledge that we have been offered the option to receive a paper copy of the Waco Independent School District ("District") Student Code of Conduct for the 2017–2018 school year or to electronically access it on the District's Web site at www.wacoisd.org. We understand that students will be held accountable for their behavior and will be subject to the disciplinary consequences outlined in the Code.

We have chosen to:

- Receive a paper copy of the Student Code of Conduct.
- Accept responsibility for accessing the Student Code of Conduct on the District's Web site.

Print name of student: _____

Signature of student: _____

Print name of parent: _____

Signature of parent: _____

Date: _____

School: _____

Grade level: _____

Please sign this page, remove it, and return it to the student's school. Thank you.

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STUDENT CODE OF CONDUCT

Accessibility

If you have difficulty accessing the information in this document because of disability, please contact helpdesk@wacoisd.org or call 254-755-9599.

Purpose

The Student Code of Conduct is the District’s response to the requirements of Chapter 37 of the Texas Education Code.

The Code provides methods and options for managing students in the classroom and on school grounds, disciplining students, and preventing and intervening in student discipline problems.

The law requires the District to define misconduct that may—or must—result in a range of specific disciplinary consequences including removal from a regular classroom or campus, out-of-school suspension, placement in a disciplinary alternative education program (DAEP), placement in a juvenile justice alternative education program (JJAEP), or expulsion from school.

This Student Code of Conduct has been adopted by the Waco ISD Board of Trustees and developed with the advice of a District-level committee. This Code provides information to parents and students regarding standards of conduct, consequences of misconduct, and procedures for administering discipline. It remains in effect during summer school and at all school-related events and activities outside of the school year until an updated version adopted by the Board becomes effective for the next year.

In accordance with state law, the Code shall be posted at each school campus or shall be available for review at the office of the campus principal. Additionally, the Code shall be available at the office of the campus behavior coordinator and posted on the District’s website (www.wacoisd.org). Parents shall be notified of any conduct violation or alleged conduct violation that may result in a student being suspended, placed in a DAEP or JJAEP, expelled, or taken into custody by a law enforcement officer under Chapter 37 of the Education Code.

Because the Student Code of Conduct is adopted by the District’s Board of Trustees, it has the force of policy; therefore, in case of conflict between the Code and the student handbook, the Code shall prevail.

Please Note: The discipline of students with disabilities who are eligible for services under federal law (Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973) is subject to the provisions of those laws, to the extent those laws conflict with this Code; otherwise students with disabilities are still subject to the provisions of this Code. (See paragraph on “Students with Disabilities in Section 4 – Discipline Management Techniques”.)

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2. Standards for Student Conduct	page 10
3. General Conduct Violations	page 13
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7. DAEP Placement	page 27
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1. School District Authority and Jurisdiction

Campus Behavior Coordinator

As required by law, at least one person at each campus must be designated to serve as campus behavior coordinator. The designated person(s) may be the principal of the campus or any other campus administrator selected by the principal. A campus behavior coordinator is primarily responsible for maintaining student discipline. Waco ISD utilizes a multi-administrator team process for student discipline which includes the campus principal and assistant principal(s). The campus administrative personnel assigned to a campus are designated as the campus behavior coordinator(s) for their campus. The District maintains a current list of the persons serving as campus behavior coordinator on the District's website at (www.wacoisd.org).

School rules and the authority of the District to administer discipline apply whenever the interest of the District is involved, on or off school grounds, in conjunction with or independent of classes and school-sponsored activities.

The District has disciplinary authority over a student:

1. During the regular school day and while the student is going to and from school or a school-sponsored or school related activity on District transportation;
2. During lunch periods in which a student is allowed to leave campus;
3. While the student is in attendance at any school-related activity, regardless of time or location;
4. For any school-related misconduct, regardless of time or location;
5. When retaliation against a school employee or volunteer occurs or is threatened, regardless of time or location;
6. When a student engages in cyberbullying, as provided by Education Code 37.0832;
7. When criminal mischief is committed on or off school property or at a school-related event;
8. For certain offenses committed within 300 feet of school property as measured from any point on the school's real property boundary line;
9. For certain offenses committed while on school property or while attending a school-sponsored or school-related activity of another District in Texas;
10. When the student commits a felony, as provided by Education Code 37.006 or 37.0081; and
11. When the student is required to register as a sex offender.

The District has the right to search a vehicle driven to school by a student and parked on school property whenever there is reasonable cause to believe it contains articles or materials prohibited by the District.

The District has the right to search a student's locker or desk when there is reasonable cause to believe it contains articles or materials prohibited by the district. For additional information and notifications regarding searches, see the Student Handbook and Waco ISD Board Policy FNF (Local) (entitled "Student Rights and Responsibilities; Interrogations and Searches").

Reporting Crimes

The principal, campus behavior coordinator or other school administrators shall report crimes as required by law and shall call local law enforcement when an administrator suspects that a crime has been committed on campus.

'Parent' Defined

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

Participating in Graduation Activities

The District has the right to limit a student’s participation in graduation activities for violating the District’s Code of Conduct. Participation might include a speaking role, as established by District policy and procedures.

Students eligible to give the opening and closing remarks at graduation shall be notified by the campus principal. Notwithstanding any other eligibility requirements, in order to be considered as an eligible student to give the opening or closing remarks, a student shall not have engaged in any misconduct in violation of the District’s Code of Conduct resulting in an out-of-school suspension, removal to a DAEP, JJAEP, or expulsion during the semester immediately preceding graduation.

The valedictorian and salutatorian may also have speaking roles at graduation. No student shall be eligible to have such a speaking role if he or she engaged in any misconduct in violation of the District’s Code resulting in an out-of-school suspension, removal to a DAEP, JJAEP, or expulsion during the semester immediately preceding graduation.

Unauthorized Persons

In accordance with Education Code 37.105, a school administrator, school resource officer (SRO), or district police officer shall have the authority to refuse entry or eject a person from district property if the person refuses to leave peaceably on request and:

1. The person poses a substantial risk of harm to any person; or
2. The person behaves in a manner that is inappropriate for a school setting, and the person persists in the behavior after being given a verbal warning that the behavior is inappropriate and may result in refusal of entry or ejection.

Appeals regarding refusal of entry or ejection from district property may be filed in accordance with FNG(LOCAL) or GF(LOCAL), as appropriate. See **DAEP—Restrictions during Placement** on page 31, for information regarding a student assigned to DAEP at the time of graduation.

2. Standards for Student Conduct

Each student is expected to:

- Demonstrate courtesy, even when others do not.
- Behave in a responsible manner, always exercising self-discipline.
- Attend all classes, regularly and on time.
- Prepare for each class; take appropriate materials and assignments to class.
- Meet District and campus standards of grooming and dress.
- Obey all campus and classroom rules.
- Respect the rights and privileges of students, teachers, and other District staff and volunteers.
- Respect the property of others, including District property and facilities.
- Cooperate with and assist the school staff in maintaining safety, order, and discipline.
- Adhere to the requirements of the Student Code of Conduct.

It is the responsibility of parents or guardians to see that a student is dressed and groomed according to the standards of the District. All students enrolled at a school with a Standard Mode of Dress Policy must follow the District dress code as well as the mode of dress regulations of the campus that they are attending.

Teachers have the responsibility to enforce the dress code. The final authority for interpreting, enforcing, and permitting deviations of the dress code rests with the principal, campus behavior coordinator or his/her designee. Students are expected to be appropriately dressed and groomed at school and at school functions. Specific standards for appropriate dress and grooming for all District students are as follows:

General Dress and Grooming Code:

- a. Articles of clothing with pictures, emblems, or writings that are lewd, offensive, vulgar, or obscene, or advertise or depict tobacco products, alcoholic beverages, drugs, or any other substance prohibited under **Board Policy FNCA (LOCAL)** are not allowed.
- b. Students must wear shoes. No beach-style flip-flops or house shoes will be allowed.
- c. Hats, caps, and hoods may not be worn inside the school building during the school day. These items may be worn at other school sponsored events as determined appropriate by the principal or designee.
- d. Doo rags, bandannas, and visors are not to be worn at school or at any school sponsored activities.
- e. Sunglasses, or other glasses not required for vision correction, may not be worn inside the building.
- f. Pants with holes or are frayed may not be worn. Garments must be hemmed or cuffed appropriately.
- g. Athletic/gym styled shorts may not be worn except in PE/athletic type class.
- h. Undergarments must be appropriately covered by a student's clothing.

- i. Inappropriate appearance will not be allowed. Clothes should fit and be worn appropriately. Pants are to be worn at waist and with a belt (if the pants have belt loops), and shirts buttoned. All shirts shall be tucked in pants and/or skirts if they extend beyond the end of the student's fingertips. Cardigan sweaters, pullover sweaters, and sweatshirts may be worn outside of pants and skirts. No sagging pants or oversized clothes are permitted. Underwear type shirts such as tank tops or muscle shirts are not acceptable and may only be worn with t-shirts under them. The decision on whether a style is appropriate will be at the discretion of the principal or his/her designee.
- j. Tattoos or fake tattoos are allowed if they are not lewd, offensive, vulgar, or obscene, or advertise or depict tobacco products, alcoholic beverages, drugs, or any other substance prohibited under **Board Policy FNCA (LOCAL)**.
- k. "Grillz" or temporary decorations on teeth are not to be worn.

Girls' Dress and Grooming Code:

- a. Girls will not wear halters, tank tops, tops that expose any part of the midriff, low-cut dresses/tops, short-shorts or excessively tight clothing. The neck opening on any type of dress, shirt, or blouse may not exceed the equivalent of the second button below the collar.
- b. Hair must not be rolled, tied in a scarf, or covered by a hat, bandanna, or a cap. Hair must not be dyed to extremes and haircuts that are unusual or bizarre such as lines, numbers, and design shapes will not be allowed.
- c. Girls must wear brassieres or appropriate undergarments.
- d. Pierced earrings may be worn on the ear(s) only. All other body-piercing jewelry is prohibited. Piercing in the ears must be of a nature or amount that is not distracting to the educational environment.
- e. Skirts, dresses, and shorts must extend beyond the end of the student's fingertips when standing.

Boys' Dress and Grooming Code:

- a. Boys must wear shirts with sleeves. The neck opening on any type of shirt may not exceed the equivalent of the second button below the collar.
- b. Boys' haircuts must be neat and in good taste. Hair may not be dyed to extremes and haircuts which are bizarre or unusual will not be allowed, such as lines, numbers, and design shapes. Mustaches and beards shall be acceptable if neatly trimmed.
- c. Pierced earrings may be worn on the ear(s) only. All other body-piercing jewelry is prohibited.
- d. Boys' hair shall not be tied up in a scarf, bandanna, or covered by a hat, a hood, cap or visor.

Dress and Grooming Code Violation Procedure:

One of the following procedures will be followed when students are found to be inappropriately dressed:

- a. The student will be given a change of clothing and the parent/guardian notified or,
- b. Parents/guardians will be notified and requested to bring the appropriate apparel to school. If parents cannot come with a change of clothes, the student will be asked to change into clothing provided by the school or they will be assigned to in-school suspension (ISS) for the remainder of the day or until the problem is corrected.

Repeated offenses may result in more serious disciplinary action. Appropriate discipline action shall be followed in all cases in accordance with the Student Code of Conduct. Absences incurred due to inappropriate dress will be considered unexcused. **[See Board Policies FO, FOA, FOD]**

3. General Conduct Violations

The categories of conduct below are prohibited at school, in vehicles owned or operated by the District, and at all school-related activities, but the list does not include the most serious offenses. In the subsequent sections on Out-of-School Suspension, DAEP Placement, Placement and/or Expulsion for Certain Serious Offenses, and Expulsion, severe offenses that require or permit specific consequences are listed. Any offense, however, may be serious enough to result in Removal from the Regular Educational Setting as detailed in that section.

Fighting

ABSOLUTELY NO FIGHTING WILL BE ALLOWED. (See DAEP Placement and glossary.)

Disregard for Authority

Students shall not:

- Fail to comply with directives given by school personnel (insubordination).
- Leave school grounds or school-sponsored events without permission.
- Disobey rules for conduct on District vehicles.
- Refuse to accept discipline management techniques assigned by a teacher or principal.

Mistreatment of Others

Students shall not:

- Use profanity or vulgar language or make obscene gestures.
- Fight or scuffle. (For assault see DAEP Placement and Expulsion.)
- Threaten a District student, employee, or volunteer (including off school property if the conduct causes a substantial disruption to the educational environment).
- Engage in conduct that constitutes sexual or gender harassment or sexual abuse, whether by word, gesture, or any other conduct, directed toward another person, including a district student, Board member, employee, or volunteer.
- Engage in conduct that constitutes dating violence. (See glossary.)
- Engage in inappropriate or indecent exposure of private body parts.
- Participate in hazing. (See glossary.)
- Cause an individual to act through the use of or threat of force (coercion).
- Commit extortion or blackmail (obtaining money or an object of value from an unwilling person).
- Engage in inappropriate verbal, physical, or sexual conduct directed toward another person, including a District student, employee, or volunteer.

- Record the voice or image of another without the prior consent of the individuals being recorded or in any way that disrupts the educational environment or invades the privacy of others.
- Retaliate against any person, including a victim, a witness, or another person, who in good faith provides information concerning an incident of bullying.
- Make a false report against an employee.
- Engage in bullying, cyberbullying, harassment, or making hit lists. (See glossary for four terms.)
- Release or threaten to release intimate visual material of a minor or a student who is 18 years of age or older without the student’s consent.

Property Offenses

Students shall not:

- Damage or vandalize property owned by others. (For non-felony criminal mischief see DAEP Placement and for criminal mischief that is punishable as a felony see Expulsion.)
- Deface or damage school property—including textbooks, technology and electronic resources, lockers, furniture, and other equipment—with graffiti or by other means. (For non-felony criminal mischief see DAEP Placement and for criminal mischief that is punishable as a felony see Expulsion.)
- Steal from students, staff, or the school.
- Commit or assist in a robbery or theft even if it does not constitute a felony according to the Texas Penal Code. (For felony robbery, aggravated robbery, and theft see DAEP Placement and Expulsion.)

Possession of Prohibited Items

Students shall not possess or use:

- Fireworks of any kind, smoke or stink bombs, or any other pyrotechnic device;
- A razor, box cutter, chain, or any other object used in a way that threatens or inflicts bodily injury to another person (For weapons and firearms see DAEP Placement and Expulsion.);
- A “look-alike” weapon that is intended to be used as a weapon or could reasonably be perceived as a weapon;
- An air gun, pellet gun or BB gun;
- Ammunition;
- A stun gun;
- A hand instrument designed to cut or stab another by being thrown;
- *A firearm;
- *A location-restricted knife;

- A pocketknife or any other small knife; (see Mandatory DAEP Placement for consequences.)
- Mace or pepper spray;
- Pornographic material;
- Tobacco products; cigarettes; e-cigarettes (see glossary); and any component, part, or accessory of an e-cigarette device.
- Matches or a lighter;
- A laser pointer for other than an approved use; or
- Any articles not generally considered to be weapons, including school supplies, when the principal or designee determines that a danger exists.

*For weapons and firearms, see DAEP Placement and Expulsion. In most circumstances, possession of these items is punishable by mandatory expulsion under federal or state law.

Possession of Telecommunications or Other Electronic Communication Devices

In the 21st Century, technological advances have increased. Schools have not been left out of these advancements. Instructional technology has become increasingly more popular. Technology tools are must haves for the classroom of today. Each tool provides teachers with a method in which they can actively engage their students in the learning process. Today's students are digital natives and as such the use of technology in education has proven to be effective.

The District permits students to possess personal cellular telephones; however, except for high school students (addressed below) these devices must remain turned off and out of sight during the instructional day unless they are being used for approved instructional purposes as identified by their teachers.

Elementary and middle school students may not use such devices in the hall or common/corporate areas or times (lunch, etc.) during the school day.

High school students may carry cellular phones as long as the phones are not visible and remain in the off mode except during lunch and passing periods at which times use is permitted. Campus administrators shall have the discretion to determine the appropriate use of cellular phones for students participating in or attending extracurricular activities while on school property or while attending school- sponsored school-related activities on or off school property.

Students shall not use a telecommunications device, including a cellular telephone, or other electronic device in violation of District and campus rules. If a student violates the cell phone rules, it may be confiscated by school staff. If confiscated, the parent may pick it up from the office for a fee of \$15.00.

The use of mobile telephones or any device capable of capturing images (whether pictures or video) is strictly prohibited in locker rooms, or restroom areas while at school or at school-related or school-sponsored events.

Misuse of Technology Resources and the Internet

Students shall not:

- Violate policies, rules, or agreements signed by the student or the student's parent regarding the use of technology resources.
- Attempt to access or circumvent passwords or other security-related information of the District, students, or employees or upload or create computer viruses (including off school property if the conduct causes a substantial disruption to the educational environment).
- Attempt to alter, destroy, or disable District technology resources including but not limited to computers and related equipment, District data, the data of others, or other networks connected to the District's system (including off school property if the conduct causes a substantial disruption to the educational environment).
- Use the Internet or other electronic communications to threaten District students, employees, Board members or volunteers, including off school property if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.
- Send, post, deliver, or possess electronic messages that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal, including cyber bullying and "sexting" (including off school property), if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.
- Use the internet or other electronic communication to engage in or encourage illegal behavior or threaten school safety, including off school property, if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.

Illegal, Prescription, and Over-the-Counter Drugs

Students shall not:

- Possess, use, give, or sell alcohol or an illegal drug. (Also see DAEP Placement and Expulsion for mandatory and permissive consequences under state law.)
- Possess or sell seeds or pieces of marijuana in less than a usable amount.
- Possess, use, give, or sell paraphernalia related to any prohibited substance. (See glossary for "paraphernalia.")
- Possess, use, abuse, or sell look-alike drugs or attempt to pass items off as drugs or contraband.
- Abuse the student's own prescription drug, give a prescription drug to another student, or possess or be under the influence of another person's prescription drug on school property or at a school-related event. (See glossary for "abuse.")
- Abuse over-the-counter drugs. (See glossary for "abuse.")
- Be under the influence of prescription or over-the-counter drugs that causes impairment of the physical or mental faculties. (See glossary for "under the influence.")

- Have or take prescription drugs or over-the-counter drugs at school other than as provided by District policy. FFAC (Local)

Safety Transgressions

Students shall not:

- Possess published or electronic material that is designed to promote or encourage illegal behavior or that could threaten school safety.
- Engage in verbal (oral) or written exchanges that threaten the safety of another student, a school employee, or school property.
- Make false accusations or perpetrate hoaxes regarding school safety. (For false alarm or report and terroristic threat (including bomb threats) see DAEP Placement and Expulsion.)
- Engage in any conduct that school officials might reasonably believe will substantially disrupt the school program or incite violence.
- Throw objects that can cause bodily injury or property damage.
- Discharge a fire extinguisher without valid cause.

Miscellaneous Offenses

Students shall not:

- Violate dress and grooming standards as communicated in this Student Code of Conduct and /or the student handbook.
- Cheat or copy the work of another.
- Gamble.
- Falsify records, passes, or other school-related documents.
- Engage in actions (whether on or off school property) or demonstrations that substantially disrupt or materially interfere with school activities.
- Repeatedly violate other communicated campus or classroom standards of conduct. (See below.)

The District may impose campus or classroom rules in addition to those found in the Student Code of Conduct. These rules may be posted in classrooms or given to the student and may or may not constitute violations of this Code.

4. Discipline Management Techniques

Discipline shall be designed to improve conduct and to encourage students to adhere to their responsibilities as members of the school community. Disciplinary action shall draw on the professional judgment of teachers and administrators and on a range of discipline management techniques, including restorative discipline practices. Discipline shall be correlated to the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude, the effect of the misconduct on the school environment, and statutory requirements.

Because of these factors, discipline for a particular offense, including misconduct in a District vehicle owned or operated by the District, unless otherwise specified by law, may bring into consideration varying techniques and responses.

Students with Disabilities

The discipline of students with disabilities is subject to applicable state and federal law in addition to the Student Code of Conduct. To the extent any conflict exists, state and/or federal law shall prevail.

In accordance with the Education Code, a student who receives special education services may not be disciplined for conduct meeting the definition of bullying, cyberbullying, harassment, or making hit lists (see glossary) until an ARD committee meeting has been held to review the conduct.

In deciding whether to order suspension, DAEP placement, or expulsion, regardless of whether the action is mandatory or discretionary, the District shall take into consideration a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct.

Special Education Disciplinary Procedures

The discipline of students with disabilities is subject to applicable state and federal laws in addition to the Student Code of Conduct. To the extent any conflict exists, state and/or federal law will prevail.

Any disciplinary action that would require a change in placement for longer than 10 days (for the entire year), for a student with disabilities will occur only after an ARD committee has met and a manifestation determination hearing has been conducted. All guidelines of the manifestation determination must be followed before any decision by the ARD committee or administrator is made as to placement in a DAEP and/or expulsion. Placement, as it is defined here, means a DAEP placement or an expulsion and a recommendation for placement in the Juvenile Justice Alternative Education Program (JJAEP).

In General

The Individuals with Disabilities Education Act (IDEA) (20 U.S.C. 1400 et.seq.) imposes a number of procedural requirements when a school District contemplates disciplinary actions against a student with a disability. A student with a disability who receives special education

services may not be placed in a Disciplinary Alternative Education Program (DAEP) solely for educational purposes. The student must have engaged in misconduct warranting DAEP placement and is entitled to all due process afforded to a nondisabled student accused of the same conduct. Any disciplinary action regarding a student with a disability that would constitute a change in placement involves additional legal requirements. School personnel are authorized by IDEA to consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for the child with a disability who violates a code of student conduct. 20 U.S.C. 141 (k) (1) (A) and TEC 37.004.

Placement in Alternative Educational Setting

In addition to removal for up to ten school days, school personnel may remove a student to an interim alternative educational setting for not more than 45 school days without regard to whether the behavior is determined to be a manifestation of the student's disability, in cases where a student:

- 1) Carries or possesses a weapon to or at school, on school premises, or to or at a school function;
- 2) Knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- 3) Has inflicted "serious bodily harm" upon another person while at school, on school premises, or at a school function. 20 U.S.C. 1415 (k) (1) (G) and U.S.C. 1365 (h) (3).

State Law Bullying Provisions Concerning Special Education Students

1. Texas Law contains two main provisions that relate to bullying and the special education student. Texas Education Code 37.001 (b-1) provides that a student who is enrolled in special education may not be disciplined for bullying, cyberbullying, harassment or making hit lists until an ARD committee meeting has been held to review the conduct.
2. A second provision relates to transfers of special education students. Under Education Code 25.0342 (b-1) (effective 2012-2013), the Board of Trustees may transfer a student found to have engaged in bullying or cyberbullying to another classroom or campus in the District. However, under Education Code 37.004, special education placements may be made only by a duly constituted ARD Committee. Further, any disciplinary action regarding a student with a disability who receives special education services that would constitute a change in placement under federal law may be taken only after the student's ARD committee conducts a manifestation determination review under 20 U.S.C. 141 (k)(4). Any disciplinary action shall be in accordance with federal laws and regulations, including laws or regulations requiring the provision of (a) functional behavioral assessments; (b) positive behavior interventions, (c) behavioral intervention plans, and (d) the manifestation determination review. TEC 37.004(b), (1)-(4).

Techniques

The following discipline management techniques may be used alone, in combination, or as part of progressive interventions—for conduct/behavior prohibited by or in violation of the Student Code of Conduct or by campus or classroom rules:

- Verbal and/or written correction.
- Cooling-off time or “time-out.”
- Seating changes within the classroom or vehicles owned or operated by the District.
- Temporary confiscation of items that disrupt the educational process.
- Incentives
- Behavioral contracts.
- RESET classroom assignment
- Counseling by teachers, school counselors, or administrative personnel.
- Parent-teacher conferences.
- Restorative Discipline practices
- Student Conference
- Check In – Check Out
- Grade reductions for cheating, plagiarism, and as otherwise permitted by policy.
- Detention.
- Sending the student to the office or other assigned area, or to in-school suspension.
- In-School-Suspension (“ISS”) – (see glossary for definition of ISS)
- Assignment of school duties such as cleaning or picking up litter.
- Withdrawal of privileges, such as participation in extracurricular activities, eligibility for seeking and holding honorary offices, or membership in school-sponsored clubs and organizations.
- Penalties identified in individual student organizations’ extracurricular standards of behavior.
- Restriction or revocation of District transportation privileges.
- School-assessed and school-administered probation.
- Out-of-school suspension, as specified in the Out-of-School Suspension section of this Code.
- Peer Mediation -Secondary Schools (See glossary for Peer Mediation)
- Student Court -High Schools (See glossary for Student Court)
- Stay Away Agreement

- Saturday Diversion Course
- Placement in a DAEP, as specified in the DAEP section of this Code.
- Placement and/or expulsion in an alternative educational setting, as specified in the Placement and/or Expulsion for Certain Serious Offenses section of this Code.
- Expulsion, as specified in the Expulsion section of this Code.
- Referral to an outside agency or legal authority for criminal prosecution in addition to disciplinary measures imposed by the District.
- Safe School Ambassador Program -Secondary Schools (See glossary for Safe School Ambassador Program)
- Other strategies and consequences as determined by school officials.

NOTE: Corporal punishment is NOT an approved discipline management technique.

Notification

A campus behavior coordinator shall promptly notify a student's parent by phone or in person of any violation that may result in in-school or out-of-school suspension, placement in a DAEP, placement in a JJAEP, or expulsion. A campus behavior coordinator shall also notify a student's parent if the student is taken into custody by a law enforcement officer under the disciplinary provisions of the Education Code. A good faith effort shall be made on the day the action was taken to provide to the student for delivery to the student's parent written notification of the disciplinary action. If the parent has not been reached by telephone or in person by 5:00 p.m. of the first business day after the day the disciplinary action was taken, a campus behavior coordinator shall send written notification by U.S. Mail. If a campus behavior coordinator is not able to provide notice to the parent, the principal or designee shall provide the notice.

Appeals

Questions from parents regarding disciplinary measures should be addressed to the teacher campus administration, or campus behavior coordinator, as appropriate. Appeals or complaints regarding the use/imposition of specific discipline management techniques should be addressed in accordance with policy FNG (LOCAL). A copy of the policy may be obtained from the principal's office, the campus behavior coordinator's office, or the central administration office or through Policy online at the following address: www.wacoisd.org.

Consequences (Imposition of Discipline Management Techniques) shall not be deferred pending the outcome of any appeal/grievance.

Removal from the School Bus

A bus driver may refer a student to a campus behavior coordinator's office to maintain effective discipline on the bus. A campus behavior coordinator must employ additional discipline management techniques, as appropriate, which can include restricting or revoking a student's bus riding privileges.

Since the District's primary responsibility in transporting students in District vehicles is to do so as safely as possible, the operator of the vehicle must focus on driving and not have his or her attention distracted by student misbehavior. Therefore, when appropriate disciplinary management techniques fail to improve student behavior or when specific misconduct warrants immediate removal, a campus behavior coordinator may restrict or revoke a student's transportation privileges, in accordance with law.

5. Removal from the Regular Educational Setting

In addition to other discipline management techniques, misconduct may result in removal from the regular educational setting in the form of a routine referral or a formal removal.

Routine Referral

A routine referral occurs when a teacher sends a student to a campus behavior coordinator's office as a discipline management technique. A campus behavior coordinator shall employ alternative discipline management techniques, including progressive interventions. A teacher or administrator **may** remove a student from class for a behavior that violates this Code to maintain effective discipline in the classroom.

Formal Removal

A teacher or administrator may send a student to a campus behavior coordinator's office to maintain effective discipline in the classroom. A teacher **may** also initiate a formal removal from class if:

1. The student's behavior has been documented by the teacher as repeatedly interfering with the teacher's ability to communicate effectively with his or her class or with the student's classmates' ability to learn; or
2. The student's behavior is so unruly, disruptive, or abusive that it seriously interferes with the teacher's ability to communicate effectively with his or her class or with the students in the classroom ability to learn.

Within three school days of the formal removal, a campus behavior coordinator or appropriate administrator shall schedule a conference with the student's parent, the student, the teacher (in the case of removal by a teacher), Office of Student Management and any other administrator.

At the conference, the campus behavior coordinator or appropriate administrator shall inform the student of the misconduct for which he or she is charged and the proposed consequences/discipline management techniques to be imposed. The student shall have an opportunity to give his or her version of the incident.

When a student is removed from the regular classroom by a teacher and a conference is pending, a campus behavior coordinator or other administrator may place the student in:

- Another appropriate classroom.
- In-school suspension.
- Out-of-school suspension.
- DAEP (emergency placement as approved by the Office of Student Management)

A teacher or administrator must remove a student from class if the student engages in behavior that under the Education Code requires or permits the student to be placed in a DAEP or expelled. When removing for those reasons, the procedures in the subsequent sections on DAEP or expulsion shall be followed.

Returning Student to Classroom

When a student has been formally removed from class by a teacher for conduct against the teacher containing the elements of assault, aggravated assault, sexual assault, aggravated sexual assault, murder, capital murder, or criminal attempt to commit murder or capital murder, the student may not be returned to the teacher's class without the teacher's consent.

When a student has been formally removed by a teacher for any other conduct, the student may be returned to the teacher's class without the teacher's consent, if the placement review committee determines that the teacher's class is the best or only alternative available.

6. Out-of-School Suspension

Misconduct

Students may be suspended for any conduct/behavior listed in the General Conduct Violations section of this Code, for any conduct/behavior listed in the DAEP Placement section of this Code, or for any conduct/behavior listed in the Expulsion section of this Code.

The district shall not use out-of-school suspension for students in grade 2 or below unless the conduct meets the requirements established in law.

A student in grade 2 or below shall not be placed in out-of-school suspension unless, while on school property or while attending a school-sponsored or school-related activity on or off school property, the student engages in:

- Conduct that contains the elements of a weapons offense, as provided in Penal Code Section 46.02 or 46.05;
- Conduct that contains the elements of assault, sexual assault, aggravated assault, or aggravated sexual assault, as provided by the Penal Code; or
- Selling, giving, or delivering to another person or possessing, using, or being under the influence of any amount of marijuana, an alcoholic beverage, or a controlled substance or dangerous drug as defined by federal or state law.

The district shall use a positive behavior program as a disciplinary alternative for students in grade 2 or below who commit general conduct violations instead of suspension or placement in a DAEP. The program shall meet the requirements of law.

Process

State law allows a student to be suspended for no more than three school days per behavior violation, with no limit on the number of times a student may be suspended in a semester or school year.

Before being suspended a student shall have an informal conference with a campus behavior coordinator or appropriate administrator, who shall advise the student of the conduct of which he or she is accused. The student shall be given the opportunity to explain his or her version of the incident before the administrator's decision is made.

The number of days of a student's suspension shall be determined by a campus behavior coordinator, but shall not exceed three school days.

In deciding whether to order out-of-school suspension, a campus behavior coordinator shall take into consideration:

1. Self-defense (see glossary),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history or
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct.

The appropriate administrator shall determine any restrictions on participation in school-sponsored or school-related extracurricular and cocurricular activities.

7. Disciplinary Alternative Education Program (DAEP) Placement

The DAEP shall be provided in a setting other than the student's regular classroom. An elementary school student may not be placed in a DAEP with a student who is not an elementary school student.

For purposes of DAEP, elementary classification shall be kindergarten–grade 5 and secondary classification shall be grades 6–12.

Summer programs provided by the District shall serve students assigned to a DAEP separately from those students who are not assigned to the program.

A student under age six shall not be placed in a DAEP unless the student commits a federal firearm offense (See Section 9 – Expulsion).

A student who is expelled for an offense that otherwise would have resulted in a DAEP placement does not have to be placed in a DAEP in addition to the expulsion.

In deciding whether to place a student in a DAEP, regardless of whether the action is mandatory or discretionary, a campus behavior coordinator shall take into consideration:

1. Self-defense (see glossary),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct.

Discretionary Placement: Misconduct That May Result in DAEP Placement

A student may be placed in a DAEP for any conduct/behaviors prohibited or listed in the General Conduct Violations section of this Code or for any conduct/behavior identified in State Law.

ABSOLUTELY NO FIGHTING WILL BE ALLOWED.

(See glossary – Fighting/Mutual Combat.)

Misconduct Identified in State Law

In accordance with state law, a student **may** be placed in a DAEP for any one of the following offenses:

- Engaging in bullying that encourages a student to commit or attempt to commit suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent.

Disciplinary Alternative Education Program (DAEP) Placement

- Involvement in a public school fraternity, sorority, or secret society, including participating as a member or pledge, or soliciting another person to become a pledge or member of a public school fraternity, sorority, secret society, or gang. (See glossary.)
- Involvement in criminal street gang activity. (See glossary.)
- Criminal mischief, not punishable as a felony.
- Assault (no bodily injury) with threat of imminent bodily injury.
- Assault by offensive or provocative physical contact.

In accordance with state law, a student **may** be placed in a DAEP if the Superintendent or the Superintendent's designee has reasonable belief (see glossary) that the student has engaged in conduct punishable as a felony, other than aggravated robbery or those listed as offenses in Title 5 (see glossary) of the Texas Penal Code, that occurs off school property and not at a school-sponsored or school-related event, if the student's presence in the regular classroom threatens the safety of other students or teachers or will be detrimental to the educational process.

A campus behavior coordinator **may**, but is not required to, place a student in a DAEP for off-campus conduct for which DAEP placement is required by state law if the administrator does not have knowledge of the conduct before the first anniversary of the date the conduct occurred.

Mandatory Placement: Misconduct That Requires DAEP Placement

Pursuant to §37.006 of the Texas Education Code a student must be placed in a DAEP if the student:

- Engages in conduct relating to a false alarm or report or a terroristic threat involving a public school; however, this does not include, bomb threats, which are an expellable offense. (See section on Expulsion for bomb threats). (See glossary.)
- Commits the following offenses on school property or within 300 feet of school property as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:
 - Engages in conduct punishable as a felony.
 - Commits an assault (see glossary) under Texas Penal Code §22.01(a) (1).
 - Sells, gives, or delivers to another person, or possesses, uses, or is under the influence of marijuana, a controlled substance, or dangerous drug in an amount not constituting a felony offense. A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision. (School-related felony drug offenses are addressed in the Expulsion section.) (See glossary for "under the influence.")
 - Sells, gives, or delivers to another person an alcoholic beverage; commits a serious act or offense while under the influence of alcohol; or possesses, uses, or is under the influence of alcohol, if the conduct is not punishable as a felony offense. (School-related felony alcohol offenses are addressed in the Expulsion section.)
 - Behaves in a manner that contains the elements of an offense relating to abusable volatile chemicals.

Disciplinary Alternative Education Program (DAEP) Placement

- Behaves in a manner that contains the elements of the offense or public lewdness or indecent exposure.
- Engages in conduct punishable as aggravated robbery or a felony listed under Title 5 (see glossary) of the Texas Penal Code when the conduct occurs off school property and not at a school sponsored or school-related event and:
 - a. The student receives deferred prosecution (see glossary),
 - b. A court or jury finds that the student has engaged in delinquent conduct (see glossary), or
 - c. The Superintendent or designee has a reasonable belief (see glossary) that the student engaged in the conduct.
- Engages in conduct that contains the elements of the offense of retaliation against any school employee or volunteer on or off school property. (Committing retaliation in combination with another expellable offense is addressed in the Expulsion section of this code.)
- Commits a federal firearms violation and is younger than six years of age.
- Engages in expellable conduct and is between six and nine years of age.

Pursuant to District policy a student shall be placed in a DAEP if the student:

- Possesses any knife including a pocketknife (as long as the knife is not a switchblade knife or an “illegal knife” under the Texas Penal Code; For switchblade knife and “illegal knife” see “Mandatory Expulsion” subsection 9 Expulsion)

Sexual Assault and Campus Assignments

If a student has been convicted of continuous sexual abuse of a young child or children or convicted of or placed on deferred adjudication for sexual assault or aggravated sexual assault against another student on the same campus, and if the victim’s parent or another person with the authority to act on behalf of the victim requests that the Board transfer the offending student to another campus, the offending student shall be transferred to another campus in the District. If there is no other campus in the District serving the grade level of the offending student, the offending student shall be transferred to a DAEP.

Process

Removals to a DAEP shall be made by a campus behavior coordinator and approved by the Office of Student Management.

Conference

When a student is removed from class because the student is accused of a DAEP offense, a campus behavior coordinator or appropriate administrator shall schedule a conference within three school days with the student’s parent, the student, Office of Student Management, and the teacher, in the case of a teacher removal.

At the conference, a campus behavior coordinator or appropriate administrator shall inform the student, orally or in writing, of the reasons for the proposed removal to a DAEP placement and shall give the student an explanation of the basis for the proposed removal and an opportunity to respond to the reasons for the proposed removal.

Following valid attempts to require attendance, the conference may be held and a placement decision shall be made by the Office of Student Management regardless of whether the student or the student's parents attend the conference.

Consideration of Mitigating Factors

In deciding whether to place a student in a DAEP, regardless of whether the action is mandatory or discretionary, the campus behavior coordinator shall take into consideration:

1. Self-defense (see glossary),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history, or
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct.

Placement Order

After the conference, if the student is placed in the DAEP, a campus behavior coordinator shall write a placement order. A copy of the DAEP placement order shall be sent to the student and the student's parent.

Not later than the second business day after the conference, the Board's designee shall deliver to the juvenile court a copy of the placement order and all information required by Section 52.04 of the Family Code.

If the student is placed in the DAEP and the length of placement is inconsistent with the guidelines included in this Code, the placement order shall give notice on the inconsistency.

Coursework Notice

The parent or guardian of a student placed in DAEP shall be given written notice of the student's opportunity to complete a foundation curriculum course in which the student was enrolled at the time of removal and which is required for graduation, at no cost to the student. The notice shall include information regarding all methods available for completing the coursework.

Length of Placement

The duration of a student's placement in a DAEP shall be determined by a campus behavior coordinator.

The duration of a student's placement shall be determined on a case-by-case basis. DAEP placement shall be correlated to the seriousness of the offense, the student's age and grade level, the frequency of misconduct, the student's attitude, and statutory requirements.

Disciplinary Alternative Education Program (DAEP) Placement

The minimum DAEP placement shall be three school days and the maximum DAEP placement shall be one calendar year except as provided below.

Unless otherwise specified in the placement order, days absent from a DAEP shall not count toward fulfilling the total number of days required in a student's DAEP placement order.

The district shall administer the required pre- and post-assessments for students assigned to DAEP for a period of 90 days or longer in accordance with established district administrative procedures for administering other diagnostic or benchmark assessments.

Exceeds One Year

Placement in a DAEP may exceed one year when a review by the District determines that the student is a threat to the safety of other students or to District employees. The statutory limitations on the length of a DAEP placement do not apply to a placement resulting from the Board's decision to place a student who engaged in the sexual assault of another student so that the students are not assigned to the same campus.

Exceeds School Year

Students who commit offenses requiring placement in a DAEP at the end of one school year may be required to continue that placement at the start of the next school year to complete the assigned term of placement.

For placement in a DAEP to extend beyond the end of the school year, a campus behavior coordinator or the board's designee must determine that:

1. The student's presence in the regular classroom or campus presents a danger of physical harm to the student or others, or
2. The student has engaged in serious or persistent misbehavior (see glossary) that violates the District's Code.

Exceeds 60 Days

For placement in a DAEP to extend beyond 60 days or the end of the next grading period, whichever is sooner, a student's parent shall be given notice and the opportunity to participate in a proceeding before the Board's designee.

Appeals

Questions from parents regarding disciplinary measures should be addressed to the campus administration.

Appeals regarding the decision to place a student in DAEP should be addressed to Student Management and/or the Superintendent's designee.

Student or parent appeals regarding a student's placement in a DAEP should be addressed in accordance with FNG (LOCAL). A copy of this policy may be obtained from the principal's office, the campus behavior coordinator's office, the central administration office or through Policy on Line at the following address: www.wacoisd.org.

Appeals shall begin at Level One with the Coordinator of Student Management.

Disciplinary consequences shall not be deferred pending the outcome of any appeal/grievance. The decision to place a student in a DAEP cannot be appealed beyond the Board.

Restrictions during Placement

The District does not permit a student who is placed in a DAEP to participate in any school-sponsored or school-related extracurricular or co-curricular activity, including seeking or holding honorary positions and/or membership in school-sponsored clubs and organizations.

A student placed in a DAEP shall not be provided transportation unless he or she is a student with a disability who has transportation designated as a related service in the student's IEP.

For seniors who are eligible to graduate and are assigned to a DAEP at the time of graduation, the last day of placement in the DAEP shall be the last instructional day, and the student shall be allowed to participate in the graduation ceremony and related graduation activities unless otherwise specified in the DAEP placement order.

Placement Review

A student placed in a DAEP shall be provided a review of his or her status, including academic status, by a campus behavior coordinator or the Office of Student Management at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall be given the opportunity to present arguments for the student's return to the regular classroom or campus. The student may not be returned to the classroom of a teacher who removed the student without that teacher's consent.

Additional Misconduct

If during the term of placement in a DAEP the student engages in additional conduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may be conducted, and a campus behavior coordinator may enter an additional disciplinary order as a result of those proceedings upon approval by the Office of Student Management.

Notice of Criminal Proceedings

When a student is placed in a DAEP for certain offenses, the office of the prosecuting attorney shall notify the district if:

1. The student is not going to be prosecuted (i.e. the case was refused for lack of prosecutorial merit or insufficient evidence and no formal proceedings, deferred adjudication (see glossary), or deferred prosecution will be initiated); or
2. The court or jury found the student not guilty, or made a finding that the student did not engage in delinquent conduct or conduct indicating a need for supervision, and the case was dismissed with prejudice.

If a student was placed in a DAEP for such conduct, on receiving the required notice from the prosecuting attorney, the Superintendent or designee shall review the student's placement and schedule a review with the student's parent not later than the third day after the Superintendent

Disciplinary Alternative Education Program (DAEP) Placement

or designee receives notice from the prosecutor. The student may not be returned to the regular classroom pending the review.

After reviewing the notice and receiving information from the student's parent, the Superintendent or designee may continue the student's placement if there is reason to believe that the presence of the student in the regular classroom threatens the safety of other students or teachers.

The student or the student's parent may appeal the Superintendent's decision to the Board. The student may not be returned to the regular classroom pending the appeal. In the case of an appeal, the Board shall, at the next scheduled meeting, review the notice from the prosecutor and receive information from the student, the student's parent, and the Superintendent or designee, and confirm or reverse the decision of the Superintendent or designee. The Board shall make a record of the proceedings.

If the Board confirms the decision of the Superintendent or designee, the student and the student's parent may appeal to the Commissioner of Education. The student may not be returned to the regular classroom pending the appeal.

Withdrawal During Process

When a student violates the District's Code in a way that requires or permits the student to be placed in a DAEP and the student withdraws from the District before a placement order is completed, a campus behavior coordinator may complete the proceedings, issue a placement order and forward a copy to the Office of Student Management. If the student then reenrolls in the District during the same or a subsequent school year, the District may enforce the order at that time, less any period of the placement that has been served by the student during enrollment in another district. If a campus behavior coordinator or Office of Student Management, fails to issue a placement order after the student withdraws, the next district in which the student enrolls may complete the proceedings and issue a placement order.

Newly Enrolled Students

The District shall continue the DAEP placement of a student who enrolls in the District and was assigned to a DAEP in an open-enrollment charter school or another district.

A newly enrolled student with a DAEP placement from a district in another state shall be placed as any other newly enrolled student if the behavior committed is a reason for DAEP placement in the District.

If the student was placed in a DAEP by a school district in another state for a period that exceeds one year, this District, by state law, shall reduce the period of the placement so that the total placement does not exceed one year. After a review, however, the placement may be extended beyond a year if the District determines that the student is a threat to the safety of other students or employees or the extended placement is in the best interest of the student.

Emergency Placement Procedure

When an emergency placement is necessary because the student's behavior is so unruly, disruptive, or abusive that it seriously interferes with classroom or school operations, the student shall be given oral notice of the reason for the action. Not later than the tenth day after the date

Disciplinary Alternative Education Program (DAEP) Placement

of the placement, the student shall be given the appropriate conference required for assignment to a DAEP.

8. Placement and/or Expulsion for Certain Serious Offenses

This section includes two categories of serious offenses for which the Education Code provides unique procedures and specific consequences.

Registered Sex Offenders

Upon receiving notification in accordance with state law that a student is currently required to register as a sex offender, the administration must remove the student from the regular classroom and determine appropriate placement unless the court orders Juvenile Justice Alternative Education Program (JJAEP) placement.

If the student is under any form of court supervision, including probation, community supervision, or parole, the placement shall be in either DAEP or JJAEP for at least one semester.

If the student is not under any form of court supervision, the placement may be in DAEP or JJAEP for one semester or the placement may be in a regular classroom. The placement may not be in the regular classroom if the Board's designee determines that the student's presence:

1. Threatens the safety of other students or teachers,
2. Will be detrimental to the educational process, or
3. Is not in the best interests of the District's students.

Review Committee

At the end of the first semester of a student's placement in an alternative educational setting and before the beginning of each school year for which the student remains in an alternative placement, the district shall convene a committee, in accordance with state law, to review the student's placement. The committee shall recommend whether the student should return to the regular classroom or remain in the placement. Absent a special finding, the Board's designee must follow the committee's recommendation.

The placement review of a student with a disability who receives special education services must be made by the ARD committee.

Newly Enrolled Students

If a student enrolls in the district during a mandatory placement as a registered sex offender, the district may count any time already spent by the student in a placement or may require an additional semester in an alternative placement without conducting a review of the placement.

Appeal

A student or the student's parent may appeal the placement by requesting a conference between the Board's designee, the student, and the student's parent. The conference is limited to the factual question of whether the student is required to register as a sex offender. Any decision of the Board's designee under this section is final and may not be appealed.

Certain Felonies

Regardless of whether placement or expulsion is required or permitted by one of the reasons in the DAEP Placement or Expulsion sections, in accordance with Education Code 37.0081, a

Placement and/or Expulsion for Certain Serious Offenses

student **may** be expelled and placed in either DAEP or JJAEP if the Office of Student Management or campus behavior coordinator makes certain findings (see below) and the following circumstances exist in relation to aggravated robbery or a felony offense under Title 5 (see glossary) of the Texas Penal Code. The student must:

- Have received deferred prosecution for conduct defined as aggravated robbery or a Title 5 felony offense;
- Have been found by a court or jury to have engaged in delinquent conduct for conduct defined as aggravated robbery or a Title 5 felony offense;
- Have been charged with engaging in conduct defined as aggravated robbery or a Title 5 felony offense;
- Have been referred to a juvenile court for allegedly engaging in delinquent conduct for conduct defined as aggravated robbery or a Title 5 felony offense; or
- Have received probation or deferred adjudication or has been arrested for, charged with, or convicted of aggravated robbery or a Title 5 felony offense.

The District may then expel the student and order placement under these circumstances regardless of:

1. The date on which the student's conduct occurred,
2. The location at which the conduct occurred,
3. Whether the conduct occurred while the student was enrolled in the District, or
4. Whether the student has successfully completed any court disposition requirements imposed in connection with the conduct.

Hearing and Required Findings

The student must first have a hearing before the board's designee, who must determine that in addition to the circumstances above that allow for the expulsion, the student's presence in the regular classroom:

1. Threatens the safety of other students or teachers,
2. Will be detrimental to the educational process, or
3. Is not in the best interest of the District's students.

Any decision of the Board's designee under this section is final and may not be appealed.

Length of Placement

The student is subject to the placement until:

1. The student graduates from high school,
2. The charges are dismissed or reduced to a misdemeanor offense, or
3. The student completes the term of the placement or is assigned to another program.

Newly Enrolled Students

A student who enrolls in the District before completing a placement under this section from another school District must complete the term of the placement.

9. Expulsion

In deciding whether to order expulsion, regardless of whether the action is mandatory or discretionary, a campus behavior coordinator will take into consideration:

1. Self-defense (see glossary),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history, or
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct.

Discretionary Expulsion: Misconduct That May Result in Expulsion

Some of the following types of misconduct may result in mandatory placement in a DAEP, whether or not a student is expelled. (See DAEP Placement)

Misconduct Regardless of Location

A student **may** be expelled for:

- Engaging in bullying that encourages a student to commit or attempt to commit suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent.
- Conduct that contains the elements of assault under Penal Code 22.01(a)(1) in retaliation against a school employee or volunteer.
- Criminal mischief, if punishable as a felony.
- Engaging in conduct that contains the elements of one of the following offenses against another student:
 - Aggravated assault.
 - Sexual assault.
 - Aggravated sexual assault.
 - Murder.
 - Capital murder.
 - Criminal attempt to commit murder or capital murder.
 - Aggravated robbery.
- Breach of computer security. (See glossary)
- Engaging in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school.

Misconduct at School, Within 300 Feet, or at a School Activity/Event

A student **may** be expelled for committing any of the following offenses on or within 300 feet of school property, as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:

- Engaging in conduct that contains the elements of assault under Section 22.01(a) (1) of the Penal Code against an employee or a volunteer.

- Engaging in conduct that contains the elements of deadly conduct under section 22.05 of the Penal Code. (See glossary.)
- Selling, giving, or delivering to another person, or possessing, using, or being under the influence of marijuana, a controlled substance, or a dangerous drug, if the conduct is not punishable as a felony. A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision. (See glossary for “under the influence.”)
- Selling, giving, or delivering to another person, or possessing, using, or being under the influence of alcohol; or committing a serious act or offense while under the influence of alcohol, if the conduct is not punishable as a felony.
- Engaging in conduct that contains the elements of an offense relating to abusable volatile chemicals.

Within 300 Feet of School

A student may be expelled for engaging in the following conduct while within 300 feet of school property, as measured from any point on the school’s real property boundary line:

- Aggravated assault, sexual assault, or aggravated sexual assault.
- Arson. (See glossary.)
- Murder, capital murder, or criminal attempt to commit murder or capital murder.
- Indecency with a child, aggravated kidnapping, manslaughter, criminally negligent homicide, or aggravated robbery.
- Continuous sexual abuse of a young child or children.
- Felony drug- or alcohol-related offense.
- Carrying on or about the student’s person a handgun, a location-restricted knife, or a club, as these terms are defined by state law. (See glossary.)
- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined by state law. (See glossary.)
- Possession of a firearm, as defined by federal law. (See glossary.)
- Unlawfully carrying a weapon under Section 46.02, Texas Penal Code, or possession of a prohibited weapon under Section 46.05, Texas Penal Code, or possession of a firearm (as defined by federal law -18 U.S.C. Section 921).

Misconduct Occurring on Property of Another District

A student **may** be expelled for committing any offense that is a state-mandated expellable offense if the offense is committed on the property of another district in Texas or while the student is attending a school-sponsored or school-related activity of a school in another district in Texas.

Misconduct Occurring While in DAEP

A student may be expelled for engaging in documented serious misbehavior (see glossary) that violates the District’s Code, despite documented behavioral interventions, while placed in a DAEP. For purposes of discretionary expulsion from a DAEP, serious misbehavior means:

1. Deliberate violent behavior that poses a direct threat to the health or safety of others;
2. Extortion, meaning the gaining of money or other property by force or threat;
3. Conduct that constitutes coercion, as defined by Section 1.07, Penal Code; or
4. Conduct that constitutes the offense of:
 - a. Public lewdness under Section 21.07, Penal Code;
 - b. Indecent exposure under Section 21.08, Penal Code;
 - c. Criminal mischief under Section 28.03, Penal Code;
 - d. Personal hazing under Section 37.152; or
 - e. Harassment under Section 42.07(a) (1), Penal Code, of a student or District employee

Mandatory Expulsion: Misconduct That Requires Expulsion

A student **must** be expelled under federal law, state law or District policy for any of the following offenses that occur on school property or while attending a school-sponsored or school related activity on or off school property.

Under Federal Law - Firearms

- Bringing to school or possessing at school, including any setting that is under the district’s control or supervision for the purpose of a school activity, a firearm, as defined by federal law. (See glossary.)

Under the Texas Penal Code

- A student shall be expelled for any of the following offenses that occur on school property or while attending a school-sponsored or school-related activity on or off school property: Unlawfully carrying a weapon under Section 46.02, Texas Penal Code, or possession of a prohibited weapon under Section 46.05, Texas Penal Code. Carrying on or about the student’s person the following, as defined by the Texas Penal Code, “Weapon” includes:
 - A handgun, defined by state law as any firearm designed, made, or adapted to be used with one hand. (See glossary.) Note: A student may not be expelled solely on the basis of the student’s use, exhibition, or possession of a firearm that occurs at an approved target range facility that is not located on a school campus, while participating in or preparing for a school-sponsored, shooting sports competition or a shooting sports educational activity that is sponsored or supported by the Parks and Wildlife Department, or a shooting sports sanctioning organization working with the department. [See policy FNCG(LEGAL).]
 - A location-restricted knife, as defined by state law. (See glossary.)
 - A club, as defined in state law. (See glossary.)

- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined in state law. (See glossary.)
- Behaving in a manner that contains elements of the following offenses under the Texas Penal Code:
 - Aggravated assault, sexual assault, or aggravated sexual assault.
 - Arson. (See glossary.)
 - Murder, capital murder, or criminal attempt to commit murder or capital murder.
 - Indecency with a child.
 - Aggravated kidnapping.
 - Aggravated robbery.
 - Manslaughter.
 - Criminally negligent homicide.
 - Continuous sexual abuse of a young child or children.
 - Behavior punishable as a felony that involves selling, giving, or delivering to another person, or possessing, using, or being under the influence of marijuana, a controlled substance, a dangerous drug, or alcohol; or committing a serious act of offense while under the influence of alcohol.
- Engaging in retaliation against a school employee or volunteer combined with one of the above-listed mandatory expulsion offenses.

Under District Policy

- Possession of a switchblade knife on school property or while attending a school-sponsored or school-related activity on or off school property. (See glossary)
- Terroristic threat by making a bomb threat (regardless of location of the person making the threat).

Under Age Ten

A student that is under the age of ten, shall not be expelled for behavior that is expellable. Instead, the student shall be placed in a DAEP. A student under age six shall not be placed in a DAEP unless the student commits a federal firearm offense.

Due Process

If a student is believed to have committed an expellable offense, a campus behavior coordinator or other appropriate administrator shall schedule a hearing within a reasonable time. The student's parent shall be invited in writing to attend the hearing.

Until a hearing can be held, a campus behavior coordinator may place the student in:

- Another appropriate classroom.

- In-school suspension.
- Out-of-school suspension.
- DAEP (emergency placements approved by Student Management).

Hearing

A student facing expulsion shall be given a hearing with appropriate due process. The student is entitled to:

1. Representation by the student's parent or another adult who can provide guidance to the student and who is not an employee of the District,
2. An opportunity to testify and to present evidence and witnesses in the student's defense, and
3. An opportunity to question the witnesses called by the District at the hearing.

After providing notice to the student and parent of the hearing, Office of Student Management may hold the hearing regardless of whether the student or the student's parent attends.

The Board of Trustees delegates to the Office of Student Management the authority to conduct hearings and expel students.

Expulsion Appeal

After the due process Expulsion Hearing, the expelled student may request an administrative review of the expulsion decision to the Coordinator of Student Management and/or the Superintendent's designee. The student or parent must submit a written request to the Coordinator of Student Management and/or Superintendent's designee within seven days after receipt of the written order/decision. The Coordinator of Student Management and/or Superintendent's designee must provide the student or parent written notice of the date, time, and place of the meeting at which the Coordinator of Student Management and/or Superintendent's designee will conduct the review.

The Coordinator of Student Management and/or Superintendent's designee will review the record of the expulsion hearing and hear a statement from the student or parent and or any other administrator. The Coordinator of Student Management and/or Superintendent's designee or other District administrator at the review will base its decision on evidence reflected in the record and any statements made by the parties at the review. The Coordinator of Student Management and/or Superintendent's designee may make and communicate its decision orally at the conclusion of the presentation and follow up in writing or communicate the decision in writing to all parties within seven school days after the review. Consequences will not be deferred pending the outcome of any appeal/grievance or hearing.

Board Review of Expulsion

After the administrative review, the expelled student may request that the Board review the expulsion decisions. The student or parent must submit a written request to the Superintendent within seven days after receipt of the written decision. The Superintendent must provide the student or parent written notice of the date, time, and place of the meeting at which the Board will review the decision.

The Board shall review the record of the expulsion hearing in a closed meeting unless the parent requests in writing that the matter be held in an open meeting.

The Board shall hear statements made by the parties at the review and shall base its decision on evidence reflected in the record and any statements made by the parties at the review. The Board shall make and communicate its decision orally at the conclusion of the presentation.

Consequences shall not be deferred pending the outcome of the Board review.

Expulsion Order

Before ordering the expulsion, the Board or campus behavior coordinator shall take into consideration:

1. Self-defense (see glossary),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history, or
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct

If the student is expelled, the Board or its designee shall deliver to the student and the student's parent a copy of the order expelling the student.

Not later than the second business day after the hearing, the Board's designee or other appropriate administrator shall deliver to the juvenile court a copy of the expulsion order and the information required by Section 52.04 of the Family Code.

If the length of the expulsion is inconsistent with the guidelines included in the Student Code of Conduct, the expulsion order shall give notice of the inconsistency.

Length of Expulsion

The length of an expulsion shall be correlated to the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude, and statutory requirements.

The duration of a student's expulsion shall be determined on a case-by-case basis. The maximum period of expulsion is one calendar year except as provided below:

An expulsion may not exceed one year unless, after review, the District determines that:

1. The student is a threat to the safety of other students or to District employees, or
2. Extended expulsion is in the best interest of the student.

State and federal law require a student to be expelled from the regular classroom for a period of at least one calendar year for bringing a firearm, as defined by federal law, to school. However, the superintendent may modify the length of the expulsion on a case-by-case basis.

Students who commit offenses that require expulsion at the end of one school year may be expelled into the next school year to complete the term of expulsion.

Withdrawal during Process

When a student has violated the District's Code in a way that requires or permits expulsion from the District and the student withdraws from the District before the expulsion hearing takes place, the District may conduct the hearing after sending written notice to the parent and student.

If the student then reenrolls in the District during the same or subsequent school year, the District may enforce the expulsion order at that time, less any expulsion period that has been served by the student during enrollment in another district.

If the campus behavior coordinator or Office of Student Management fails to issue an expulsion order after the student withdraws, the next district in which the student enrolls may complete the proceedings.

Additional Misconduct

If during the expulsion, the student engages in additional conduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may be conducted, and campus behavior coordinator or the Board may issue an additional disciplinary order as a result of those proceedings

Restrictions during Expulsion

Expelled students are prohibited from being on school grounds or attending school-sponsored or school-related activities during the period of expulsion.

No District academic credit shall be earned for work missed during the period of expulsion unless the student is enrolled in a JJAEP or another District-approved program.

Newly Enrolled Students

The District shall decide on a case-by-case basis the placement of a student who is subject to an expulsion order from another district or an open-enrollment charter school upon enrollment in the District.

If a student expelled in another state enrolls in the District, the District may continue the expulsion under the terms of the expulsion order, may place the student in a DAEP for the period specified in the order, or may allow the student to attend regular classes if:

1. The out-of-state district provides the District with a copy of the expulsion order, and
2. The offense resulting in the expulsion is also an expellable offense in the District.

If a student is expelled by a district in another state for a period that exceeds one year and the District continues the expulsion or places the student in a DAEP, the District shall reduce the period of the expulsion or DAEP placement so that the entire period does not exceed one year, unless after a review it is determined that:

1. The student is a threat to the safety of other students or District employees, or
2. Extended placement is in the best interest of the student.

Emergency Expulsion Procedures

When an emergency expulsion is necessary to protect persons or property from imminent harm, the student shall be given verbal notice of the reason for the action. Within ten days after the date of the emergency expulsion, the student shall be given appropriate due process required for a student facing expulsion.

Educational Services for Expelled Students

The District may provide educational services to any expelled student in a JJAEP; however, educational services in the DAEP must be provided if the student is less than ten years of age.

10. Glossary

The glossary provides legal definitions and locally established definitions and is intended to assist in understanding terms related to the Student Code of Conduct.

Abuse is improper or excessive use.

Aggravated robbery is defined in part by Texas Penal Code 29.03(a) when a person commits robbery and:

1. Causes serious bodily injury to another;
2. Uses or exhibits a deadly weapon; or
3. Causes bodily injury to another person or threatens or places another person in fear of imminent bodily injury or death, if the other person is:
 - a. 65 years of age or older, or
 - b. A disabled person.

Armor-piercing ammunition is defined by Texas Penal Code 46.01 as handgun ammunition used in pistols and revolvers and designed primarily for the purpose of penetrating metal or body armor.

Arson is defined in part by Texas Penal Code 28.02 as:

1. A crime that involves starting a fire or causing an explosion with intent to destroy or damage:
 - a. Any vegetation, fence, or structure on open-space land; or
 - b. Any building, habitation, or vehicle:
 - 1) Knowing that it is within the limits of an incorporated city or town,
 - 2) Knowing that it is insured against damage or destruction,
 - 3) Knowing that it is subject to a mortgage or other security interest,
 - 4) Knowing that it is located on property belonging to another,
 - 5) Knowing that it has located within it property belonging to another, or
 - 6) When the person starting the fire is reckless about whether the burning or explosion will endanger the life of some individual or the safety of the property of another.
2. A crime that involves recklessly starting a fire or causing an explosion while manufacturing or attempting to manufacture a controlled substance and the fire or explosion damages any building, habitation, or vehicle; or
3. A crime that involves intentionally starting a fire or causing an explosion and in so doing:
 - a. Recklessly damages or destroys a building belonging to another, or
 - b. Recklessly causes another person to suffer bodily injury or death.

Assault is defined in part by Texas Penal Code 22.01(a)(1) as intentionally, knowingly, or recklessly causing bodily injury to another; 22.01 (a)(2) as intentionally threatening another with imminent bodily injury; and 22.01 (a)(3) as intentionally or knowingly causing physical contact with another that can reasonably be regarded as offensive or provocative.

Breach of Computer Security includes knowingly accessing a computer, computer network, or computer system without the effective consent of the owner as defined in Texas Penal Code 33.02, if the conduct involves accessing a computer, computer network, or computer system owned by or operated on behalf of a school district; and the student knowingly alters, damages, or deletes school district property or information; or commits a breach of any other computer, computer network, or computer system.

Bullying is defined in Section 37.0832 of the Education Code as a single significant act or a pattern of acts by one or more students directed at another student that exploits an imbalance of power and involves engaging in written or verbal expression, expression through electronic means, or physical conduct that:

1. Has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or of damage to the student's property;
2. Is sufficiently severe, persistent, or pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student;
3. Materially and substantially disrupts the educational process or the orderly operation of a classroom or school; or
4. Infringes on the rights of the victim at school.

Bullying includes cyberbullying. (See below) This state law on bullying prevention applies to:

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

Chemical dispensing device is defined by Texas Penal Code 46.01 as a device designed, made, or adapted for the purpose of dispensing a substance capable of causing an adverse psychological or physiological effect on a human being. A small chemical dispenser sold commercially for personal protection is not in this category.

Club is defined by Texas Penal Code 46.01 as an instrument specially designed, made, or adapted for the purpose of inflicting serious bodily injury or death. A blackjack, nightstick, mace, and tomahawk are in the same category.

Criminal street gang is three or more persons having a common identifying sign or symbol or an identifiable leadership who continuously or regularly associate in the commission of criminal activities.

Cyberbullying is defined by Section 37.0832 of the Education Code as bullying that is done through the use of any electronic communication device, including through the use of a cellular or other type of telephone, a computer, a camera, electronic mail, instant messaging, text messaging, a social media application, an Internet website, or any other Internet-based communication tool.

Dating violence occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control another person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense, as defined by Section 71.0021 of the Family Code.

Deadly conduct occurs when a person recklessly engages in conduct that places another in imminent danger of serious bodily injury, such as knowingly discharging a firearm in the direction of an individual, habitation, building, or vehicle.

DAEP (Disciplinary Alternative Education Programs) is defined as an educational and self-discipline alternative instructional program, adopted by local policy, for students in elementary through high school grades that are removed from their regular classes for mandatory or discretionary disciplinary reasons.

Deferred adjudication is an alternative to seeking a conviction in court that may be offered to a juvenile for delinquent conduct or conduct indicating a need for supervision.

Deferred prosecution may be offered to a juvenile as an alternative to seeking a conviction in court for delinquent conduct or conduct indicating a need for supervision.

Delinquent conduct is conduct that violates either state or federal law and is punishable by imprisonment or confinement in jail. It includes conduct that violates certain juvenile court orders, including probation orders, but does not include violations of traffic laws.

Discretionary means that something is left to or regulated by a local decision maker.

E-cigarette means an electronic cigarette or any other device that simulates smoking by using a mechanical heating element, battery, or electronic circuit to deliver nicotine or other substances to the individual inhaling from the device. The term includes any device that is manufactured, distributed, or sold as an e-cigarette, e-cigar, or e-pipe or under another product name or description and a component, part, or accessory for the device, regardless of whether the component, part, or accessory is sold separately from the device.

Diversion Course is a combination of four core programs aimed at changing school climate and student behaviors while reducing the number of students that are issued citations at school, given Alternative School placement or creating a record with a juvenile court.

Explosive weapon is defined by Texas Penal Code 46.01 as any explosive or incendiary bomb, grenade, rocket, or mine and its delivery mechanism that is designed, made, or adapted for the purpose of inflicting serious bodily injury, death, or substantial property damage, or for the principal purpose of causing such a loud report as to cause undue public alarm or terror.

False Alarm or Report occurs when a person knowingly initiates, communicates, or circulates a report of a present, past, or future bombing, fire, offense, or other emergency that he or she knows is false or baseless and that would ordinarily:

1. Cause action by an official or volunteer agency organized to deal with emergencies;
2. Place a person in fear of imminent serious bodily injury; or

3. Prevent or interrupt the occupation of a building, room, or place of assembly.

Fighting/Mutual Combat is defined as two or more students or persons that chose to mutually engage in physical combat using blows or force to strive to overcome the other student(s) or person(s). **ABSOLUTELY NO FIGHTING WILL BE ALLOWED.**

Firearm is defined by federal law (18 U.S.C. § 921(a)) as:

1. Any weapon (including a starter gun) that will, is designed to, or may readily be converted to expel a projectile by the action of an explosive;
2. The frame or receiver of any such weapon;
3. Any firearm muffler or firearm weapon; or
4. Any destructive device, such as any explosive, incendiary or poison gas bomb, or grenade.

Such term does not include an antique firearm.

Firearm silencer is defined by Texas Penal Code 46.01 as any device designed, made, or adapted to muffle the report of a firearm.

Handgun is defined by Texas Penal Code 46.01 as any firearm that is designed, made, or adapted to be fired with one hand.

Graffiti are markings with paint, an indelible pen or marker, or an etching or engraving device on tangible property without the effective consent of the owner. The markings may include inscriptions, slogans, drawings, or paintings.

Harassment is:

1. Conduct that meets the definition established in District policies DIA(LOCAL) and FFH(LOCAL); or
2. Conduct that threatens to cause harm or bodily injury to another person, including a District student, employee, Board member, or volunteer, is sexually intimidating, causes physical damage to the property of another student, subjects another student to physical confinement or restraint, or maliciously and substantially harms another student's physical or emotional health or safety, as defined in Section 37.001(b)(2) of the Education Code.

Hazing is defined by Section 37.151 of the Education Code as an intentional, knowing, or reckless act, on or off campus, by one person alone or acting with others, that endangers the mental or physical health or safety of a student for the purpose of pledging, initiation into, affiliation with, holding office in, or maintaining membership in an organization.

Hit list is defined by Section 37.151 of the Education Code as a list of people targeted to be harmed, using a firearm, a knife, or any other object to be used with intent to cause bodily harm.

Improvised explosive device is defined by Texas Penal Code 46.01 as a completed and operational bomb designed to cause serious bodily injury, death, or substantial property damage that is fabricated in an improvised manner using nonmilitary components.

Indecent exposure is defined by Texas Penal Code 21.08 as an offense that occurs when a person exposes his or her anus or any part of his or her genitals with intent to arouse or gratify the sexual desire of any person, and is reckless about whether another is present who will be offended or alarmed by the act.

Intimate visual material is defined by Texas Civil Practices and Remedies Code 98B.001 and Texas Penal Code 21.16 as visual material that depicts a person with the person's intimate parts exposed or engaged in sexual conduct. "Visual material" means any film, photograph, video tape, negative, or slide of any photographic reproduction or any other physical medium that allows an image to be displayed on a computer or other video screen and any image transmitted to a computer or other video screen.

Location-restricted knife is defined by Texas Penal Code 46.01 as a knife with a blade over five and one-half inches.

In-School Suspension (ISS) is a disciplinary consequence designed to help students learn how to function successfully in the classroom(s). Students may be assigned to ISS for one class period, several class periods, one day to multiple day assignments, depending on the severity of the offense. Students will be counted present in school and will receive credit for work completed. Students may not be assigned to ISS for more than 29 days per school year.

Knuckles as defined by Texas Penal Code 46.01 are any instrument consisting of finger rings or guards made of a hard substance and designed or adapted for inflicting serious bodily injury or death by striking a person with a fist enclosed in the knuckles.

Look-alike weapon means an item that resembles a weapon but is not intended to be used to cause serious bodily injury.

Machine gun as defined by Texas Penal Code 46.01 is any firearm that is capable of shooting more than two shots automatically, without manual reloading, by a single function of the trigger.

Mandatory means that something is obligatory or required because of an authority.

Paraphernalia are devices that can be used for inhaling, ingesting, injecting, or otherwise introducing a controlled substance into a human body.

Peer Mediation involves specially trained students of the same age group who facilitates resolving disputes between two people.

Possession means to have an item on one's person or in one's personal property, including but not limited to clothing, purse, or backpack; a private vehicle used for transportation to or from school or school-related activities, including but not limited to an automobile, truck, motorcycle, or bicycle; telecommunications or electronic devices; or any school property used by the student, including but not limited to a locker or desk.

Prohibited weapon under Texas Penal Code 46.05(a) means

1. The following items unless registered with the U.S. Bureau of Alcohol, Tobacco, Firearms, and Explosives or otherwise not subject to that registration requirement or unless the item is classified as a curio or relic by the U.S. Department of Justice:
 - a. An explosive weapon;
 - b. A machine gun;
 - c. A short-barrel firearm;

2. Knuckles;
3. Armor-piercing ammunition;
4. A chemical dispensing device;
5. A zip gun;
6. A tire deflation device;
7. An improvised explosive device; or
8. A firearm silencer, unless classified as a curio or relic by the U.S. Department of Justice or the actor otherwise possesses, manufactures, transports, repairs, or sells the firearm silencer in compliance with federal law.

Public Lewdness is defined by Texas Penal Code 21.07 as an offense that occurs when a person knowingly engages in an act of sexual intercourse, deviate sexual intercourse, or sexual contact in a public place or, if not in a public place, is reckless about whether another is present who will be offended or alarmed by the act.

Public school fraternity, sorority, secret society, or gang means an organization composed wholly or in part of students that seeks to perpetuate itself by taking additional members from the students enrolled in school based on a decision of its membership rather than on the free choice of a qualified student. Educational organizations listed in Section 37.121(d) of the Education Code are exempted from this definition.

Reasonable belief is a determination made by the Superintendent or designee using all available information, including the information furnished under Article 15.27 of the Code of Criminal Procedure.

Safe School Ambassador Program empowers leaders from the diverse groups and cliques on campus and equips them with nonviolent communication and intervention skills to stop bullying and violence among their peers.

Self-defense is the use of force against another to the degree a person reasonably believes the force is immediately necessary to protect himself or herself.

Serious misbehavior means:

1. Deliberate violent behavior that poses a direct threat to the health or safety of others;
2. Extortion, meaning the gaining of money or other property by force or threat;
3. Conduct that constitutes coercion, as defined by Section 1.07, Texas Penal Code; or
4. Conduct that constitutes the offense of:
 - a. Public lewdness under Section 21.07, Texas Penal Code;
 - b. Indecent exposure under Section 21.08; Texas Penal Code;
 - c. Criminal mischief under Section 28.03, Texas Penal Code;
 - d. Personal hazing under Section 37.152; or Education Code; or
 - e. Harassment under Section 42.07(a) (1), Texas Penal Code, of a student or District employee

Serious or persistent misbehavior includes but is not limited to:

- Behavior that is grounds for permissible expulsion or mandatory DAEP placement.
- Behavior identified by the District as grounds for discretionary DAEP placement.
- Actions or demonstrations that substantially disrupt or materially interfere with school activities

- Refusal to attempt or complete school work as assigned.
- Insubordination
- Profanity, vulgar language, or obscene gestures.
- Leaving school grounds without permission.
- Falsification of records, passes, or other school-related documents.
- Refusal to accept discipline assigned by the teacher or principal.

Short-barrel firearm is defined by Texas Penal Code 46.01 as a rifle with a barrel length of less than 16 inches or a shotgun with a barrel length of less than 18 inches, or any weapon made from a rifle or shotgun that, as altered, has an overall length of less than 26 inches.

Student Court is a type of judicial system occasionally seen in schools, particularly middle school, high school, and in some colleges and universities. They are most often engaged in conflict resolution and interpretation of student bylaws and constitutions.

Switchblade is any knife with a blade that folds, closes, or retracts into the handle or sheath and that opens automatically by pressing a button or by the force of gravity or centrifugal force. The term does not include a knife that has a spring, detent, or other mechanism designed to create a bias toward closure and that requires exertion applied to the blade by hand, wrist, or arm to overcome the bias toward closure and open the knife.

Terroristic threat defined by Texas Penal Code 22.07 as a threat of violence to any person or property with intent to:

1. Cause a reaction of any type by an official or volunteer agency organized to deal with emergencies;
2. Place any person in fear of imminent serious bodily injury;
3. Prevent or interrupt the occupation or use of a building; room, place of assembly, or place to which the public has access; place of employment or occupation; aircraft, automobile, or other form of conveyance; or other public place;
4. Cause impairment or interruption of public communications, public transportation, public water, gas, or power supply or other public service;
5. Place the public or a substantial group of the public in fear of serious bodily injury; or
6. Influence the conduct or activities of a branch or agency of the federal government, the state, or a political subdivision of the state (including the District).

Tire deflation device is defined in part by Section 46.01 of the Texas Penal Code as a device, including a caltrop or spike strip, that, when driven over, impedes or stops the movement of a wheeled vehicle by puncturing one or more of the vehicle's tires.

Title 5 felonies are those crimes listed in Title 5 of the Texas Penal Code that typically involve injury to a person and may include:

- Murder, manslaughter, or homicide under Sections 19.02, – .05, Texas Penal Code;
- Kidnapping under Section 20.03, Texas Penal Code;
- Trafficking of persons under Section 20A.02, Texas Penal Code;
- Smuggling or continuous smuggling of persons under Sections 20.05 – .06, Texas Penal Code;

- Assault under Section 22.01, Texas Penal Code;
- Aggravated assault under Section 22.02, Texas Penal Code;
- Sexual assault under Section 22.011, Texas Penal Code;
- Aggravated sexual assault under Section 22.021, Texas Penal Code;
- Unlawful restraint under Section 20.02, Texas Penal Code;
- Continuous sexual abuse of a young child or children under Section 21.02, Texas Penal Code;
- Bestiality under Section 21.09, Texas Penal Code;
- Improper relationship between educator and student under Section 21.12, Texas Penal Code;
- Voyeurism under Section 21.17, Texas Penal Code;
- Indecency with a child under Section 21.11, Texas Penal Code;
- Invasive visual recording under Section 21.15, Texas Penal Code;
- Disclosure or promotion of intimate visual material under Section 21.16, Texas Penal Code;
- Sexual coercion under Section 21.18, Texas Penal Code;
- Injury to a child, an elderly person, or a disabled person of any age under Section 22.04, Texas Penal Code;
- Abandoning or endangering a child under Section 22.041, Texas Penal Code;
- Deadly conduct under Section 22.05, Texas Penal Code;
- Terroristic threat under Section 22.07, Texas Penal Code;
- Aiding a person to commit suicide under Section 22.08, Texas Penal Code; and
- Tampering with a consumer product under Section 22.09, Texas Penal Code.

[See FOC (EXHIBIT)]

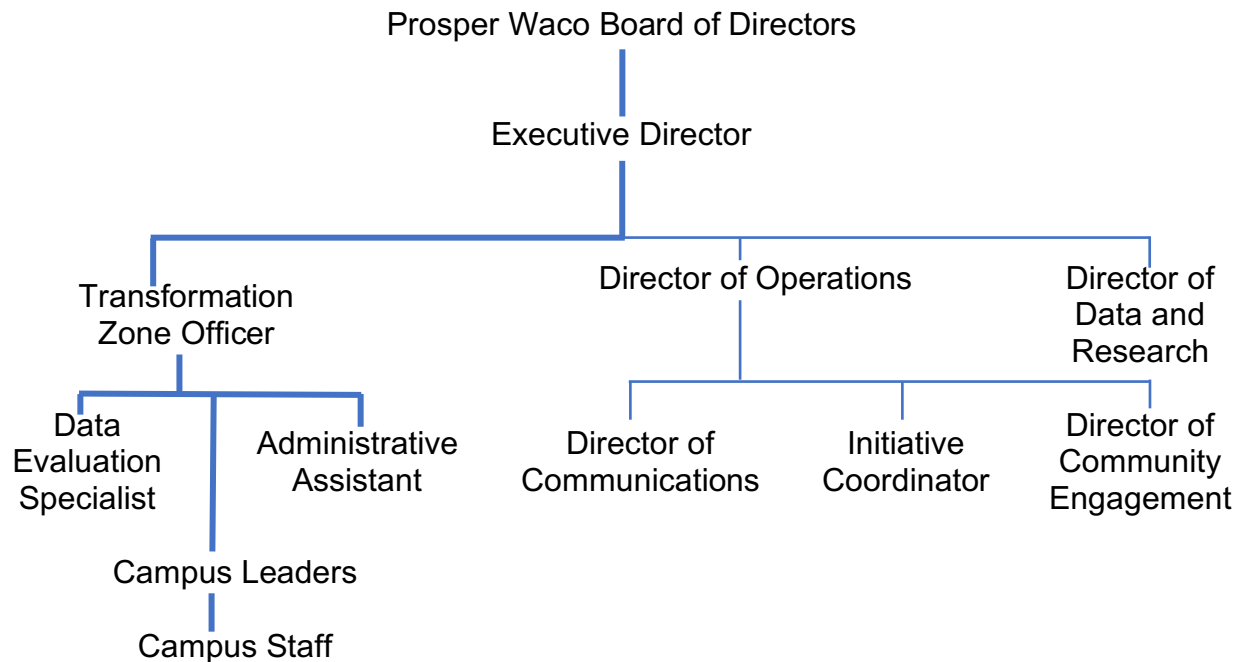
Under the influence means lacking the normal use of mental or physical faculties. Impairment of a person’s physical or mental faculties may be evidenced by a pattern of abnormal or erratic behavior, the presence of physical symptoms of drug or alcohol use, or by admission. A student “under the influence” need not be legally intoxicated to trigger disciplinary action.

Use means voluntarily introducing into one’s body, by any means, a prohibited substance.

Zip gun is defined by Texas Penal Code 46.01 as a device or combination of devices, not originally a firearm, but adapted to expel a projectile through a smooth-bore or rifled-bore barrel by using the energy generated by an explosion or burning substance.

Attachment #4 Organization charts

Organization Chart



A Zone exists to enable and support the work of schools to best meet student needs and continuously improve.

The **Prosper Waco Board of Directors** sets strategy and oversees the Zone without intervening in day-to-day operations of schools. The board is responsible for the following areas:

- Setting a Zone strategy that prioritizes school autonomy;
- Hiring and evaluating the Prosper Waco Executive Director;
- Approving the executive director's recommendation for the Transformation Zone Officer;
- Approving a performance management system used to evaluate school and school leader performance;
- Approving school leadership recommendations;
- Approving key policies, contracts, and annual budgets; and
- Prioritizing success for all students and nurturing of a collaborative community of schools

Prosper Waco staff members implement the board's strategy for the Zone. The Transformation Zone Officer is a full-time employee dedicated to supporting the campuses in the Zone. The significant responsibility given to staff members includes the following:

- Proposing and implementing processes for data-informed school-level decision-making;
- Providing effective support to schools and implementing equitable systems (regarding special education and enrollment, for example) while ensuring that school autonomies are protected;
- Addressing day-to-day systemic issues in collaboration with district leadership (e.g., crisis response, finance and operations, transportation, facilities, etc.);
- Making key recommendations and keeping the board well-informed; and
- Ensuring compliance with state and federal law and the performance contract with the district.

The Zone model centers on empowered and autonomous **schools**. As a result, each school in the Zone:

- Creates a customized plan for excellence;
- Relies on the principal and teacher leadership teams to lead development and execution of that plan;
- Is accountable for student outcomes; and
- Operates as a collaborative member of both the Zone and the district.

Prosper Waco will serve as the initial operating partner for the in-district charter partnership. However, Prosper Waco intends to work with Empower Schools, the Transformation Zone Design Partner assigned by TEA, to create a new non-profit organization that meets the eligibility requirements for SB 1882 benefits. Upon mutual agreement of the Prosper Waco and Waco ISD boards and approval by TEA, the charter for the six campuses will be transferred to the new non-profit organization.

Attachment #5 Board documents

**BYLAWS OF
GREATER WACO COLLECTIVE IMPACT INITIATIVE**

Adopted June 11, 2014

ARTICLE I - OFFICES

1. REGISTERED OFFICE AND AGENT

The registered office and registered agent of the Corporation shall be as set forth in the Corporation's Certificate of Formation. The registered office or the registered agent may be changed by resolution of the Board of Directors, upon making the appropriate filing with the Secretary of State.

2. PRINCIPAL OFFICE

The principal office of the Corporation shall be at 1105 Wooded Acres, Waco, Texas 76707, provided that the Board of Directors shall have the power to change the location of the principal office.

3. OTHER OFFICES

The Corporation may also have other offices at such places, within or without the State of Texas, as the Board of Directors may designate, or as the business of the Corporation may require or as may be desirable.

ARTICLE II - DIRECTORS

1. BOARD OF DIRECTORS

To the extent not limited or prohibited by law, the Certificate of Formation or these Bylaws, the powers of the Corporation shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of the Board of Directors of the Corporation. Directors need not be residents of the State of Texas or members of the Corporation unless the Certificate of Formation or these Bylaws so require.

2. NUMBER AND ELECTION OF DIRECTORS

The number of initial directors shall be seven (7), provided that the number may be increased from time to time by an amendment to these Bylaws or resolution adopted by the Board of Directors, provided that the number of directors may not be decreased to fewer than seven (7) or more than fifteen (15). No decrease in the number of directors shall have the effect of shortening the term of any incumbent director.

At the first annual meeting of the Board of Directors and at each annual meeting thereafter, the directors shall elect directors. Beginning with the first annual meeting of the Board of Directors, directors shall be elected to staggered 3-year terms, and until a successor is elected and qualified. A director may be elected to succeed himself or herself as director; provided that no director may serve more than two full 3-year terms consecutively.

3. REMOVAL

A director may be removed from office, with or without cause, by the persons entitled to elect, designate, or appoint the director. If the director was elected to office, removal requires an affirmative vote equal to the vote necessary to elect the director.

4. RESIGNATION

A director may resign by providing written notice of such resignation to the Corporation. The resignation shall be effective upon the date of receipt of the notice of resignation or the date specified in such notice. Acceptance of the resignation shall not be required to make the resignation effective.

5. VACANCIES AND INCREASE IN NUMBER OF DIRECTORS

Any vacancy occurring in the Board of Directors shall be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the Board of Directors. A director elected to fill a vacancy shall be elected for the unexpired term of the previous director. Any directorship to be filled by reason of an increase in the number of directors shall be filled by election at an annual meeting or at a special meeting of the Board of Directors called for that purpose.

6. ANNUAL MEETING OF DIRECTORS

The annual meeting of the Board of Directors shall be held during the month of January, at which they shall elect officers and transact such other business as shall come before the meeting. The time and place of the annual meeting of the Board of Directors may be changed by resolution of the Board of Directors.

Failure to hold the annual meeting at the designated time shall not work a dissolution of the Corporation. In the event the Board of Directors fails to call the annual meeting at the designated time, any Director may make demand that such meeting be held within a reasonable time, such demand to be made in writing by registered mail directed to any officer of the Corporation. If the annual meeting of the Board of Directors is not called within sixty (60) days following such demand, any Director may compel the holding of such annual meeting by legal action directed against the Board of Directors, and all of the extraordinary writs of common law and of courts of equity shall be available to such Director to compel the holding of such annual meeting.

7. REGULAR MEETING OF DIRECTORS

Regular meetings of the Board of Directors may be held with or without notice at such time and place as may be from time to time determined by the Board of Directors.

8. SPECIAL MEETINGS OF DIRECTORS

The Secretary shall call a special meeting of the Board of Directors whenever requested to do so by the President or by a majority of the directors then serving. Such special meeting shall be held at the date and time specified in the notice of meeting.

9. PLACE OF DIRECTORS' MEETINGS

All meetings of the Board of Directors shall be held either at the principal office of the Corporation or at such other place, either within or without the State of Texas, as shall be specified in the notice of meeting or executed waiver of notice.

10. NOTICE OF DIRECTORS' MEETINGS

Notice of any special meeting of the Board of Directors shall be given at least two (2) days previously thereto by written notice delivered personally or sent by mail or e-mail to each Director at that Director's physical address or e-mail address as shown by the records of the Corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, the postage thereon prepaid. If notice is given by e-mail, such notice shall be deemed to be delivered when sent. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transaction at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these Bylaws.

11. QUORUM AND VOTING OF DIRECTORS

A quorum for the transaction of business by the Board of Directors shall be a majority of the number of directors currently serving. Directors present by proxy may not be counted toward a quorum. The act of the majority of the directors present in person or by proxy at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or the Certificate of Formation.

A director may vote in person or by proxy executed in writing by the director. No proxy shall be valid after three months from the date of its execution. Each proxy shall be revocable unless expressly provided therein to be irrevocable, and unless otherwise made irrevocable by law.

12. COMPENSATION

Directors, as such, shall not receive any stated salary for their services, but by resolution of the Board of Directors a fixed sum and expenses of attendance, if any, may be allowed for attendance at any meeting of the Board or Directors. A director shall not be precluded from serving the Corporation in any other capacity and receiving compensation for such services. Member of committees may be allowed similar compensation and reimbursement of expenses for attending committee meetings.

13. ACTION BY DIRECTORS WITHOUT MEETING

Any action required by the Texas Business Organizations Code to be taken at a meeting of the Board of Directors, or any action which may be taken at a meeting of the Board of Directors or any committee, may be taken without a meeting if a consent in writing, setting forth the action to be taken, shall be signed by all the Board of Directors entitled to vote with respect to the subject matter thereof, or all of the members of the committee, as the case may be. Such consent shall have the same force and effect as a unanimous vote.

If the Corporation's Certificate of Formation so provide, any action required by the Texas Business Organizations Code to be taken at a meeting of the Board of Directors or any action that may be taken at a meeting of the Board of Directors of any committee may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by a sufficient number of Board of Directors or committee members as would be necessary to take that action at a meeting at which all of the Board of Directors or members of the committee were present and voted.

Each written consent shall bear the date of signature of each Director or committee member who signs the consent. A written consent signed by less than all of the Board of Directors or committee members is not effective to take the action that is the subject of the consent unless, within sixty (60) days after the date of the earliest dated consent delivered to the Corporation in the manner required by this section, a consent or consents signed by the required number of Board of Directors or committee members is delivered to the Corporation at its registered office, registered agent, principal place of business, transfer agent, registrar, exchange agent, or an officer or agent of the Corporation having custody of the books in which proceedings of meetings of Board of Directors or committees are recorded. Delivery shall be by hand or certified or registered mail, return receipt requested. Delivery to the Corporation's principal place of business shall be addressed to the President or principal executive officer of the Corporation.

Prompt notice of the taking of any action by Board of Directors or a committee without a meeting by less than unanimous written consent shall be given to all Board of Directors or committee members who did not consent in writing to the action.

If any action by Board of Directors or a committee is taken by written consent signed by less than all of the Board of Directors or committee members, any articles or documents filed with the Secretary of State as a result of the taking of the action shall state, in lieu of any statement required by this Act concerning any vote of the Board of Directors or committee members, that written consent has been given in accordance with the provisions of section 6.202 of the Texas Business Organizations Code and that any written notice required by such section has been given.

A telegram, telex, cablegram, or similar transmission by a Director or member of a committee or a photographic, photostatic, facsimile, or similar reproduction of a writing signed by a Director or member of a committee shall be regarded as signed by the Director or member of a committee for purposes of this section.

14. COMMITTEES OF THE BOARD OF DIRECTORS

The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate and appoint one or more committees, each of which shall consist of two or more Directors, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the Corporation, except that no such committee shall have the authority of the Board of Directors in reference to amending, altering or repealing the Bylaws; electing, appointing or removing any member of any such committee or any Director or officer of the Corporation; amending or restating the Certificate of Formation; adopting a plan of merger or adopting a plan of consolidation with another Corporation; authorizing the sale, lease, exchange or mortgage of all or substantially all of the property and assets of the Corporation; authorizing the voluntary dissolution of the Corporation or revoking proceedings therefore; adopting a plan for the

distribution of the assets of the Corporation; or amending, altering or repealing any resolution of the Board of Directors which by its terms provides that it shall not be amended, altered or repeated by such committee. The designation and appointment of any such committee shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed by law upon the Board of Directors or upon any individual Director.

There shall be an Executive Committee, which shall include as voting members of such committee the President, Immediate Past President, Treasurer, and Secretary of the Corporation. The Executive Committee shall have authority to act for the Board of Directors between meetings of the Board, subject to the limitations on committee authority set forth above. The President shall report any actions taken by the Executive Committee to the Board of Directors at the first meeting of the Board of Directors following such action.

Other committees not having and exercising the authority of the Board of Directors in the management of the Corporation may be appointed in such manner as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be Directors of the Corporation, and the President of the Corporation shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the Corporation shall be served by such removal.

Each member of a committee shall continue as such until the next annual meeting of the Board of Directors and until a successor is appointed, unless the committee shall be sooner terminated, or unless such member is removed from such committee, or unless such member ceases to qualify as a member thereof.

One member of each committee shall be appointed chairman by the person or persons authorized to appoint the members thereof.

Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Each committee may adopt rules for its own government not inconsistent with these Bylaws or with rules adopted by the Board of Directors.

15. STEERING COMMITTEES

Three steering committees – (1) the Education Steering Committee, (2) the Health Steering Committee, and (3) the Financial Security Steering Committee – shall be appointed in such manner as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Such steering committees may be composed of individuals interested in furthering the mission and programs of the Corporation. Such individuals need not be Directors of the Corporation.

Any number of persons may be appointed to serve on each steering committee.

Each member of a steering committee shall continue as such until the next annual meeting of the Board of Directors and until a successor is appointed, unless the steering committee shall be sooner terminated, or unless such member is removed from such steering committee, or unless such member ceases to qualify as a member thereof.

The steering committees will not have or exercise the authority of the Board of Directors in the management of the Corporation.

ARTICLE III - OFFICERS

1. NUMBER OF OFFICERS

The officers of a Corporation shall consist of a president and a secretary and may also consist of one or more vice-presidents, a treasurer, and such other officers and assistant officers as may be deemed necessary. New offices may be created and filled at any meeting of the Board of Directors. Any two or more offices may be held by the same person, except the offices of president and secretary. A committee duly designated may perform the functions of any officer and the functions of any two or more officers may be performed by a single committee, including the functions of both president and secretary.

2. ELECTION OF OFFICERS AND TERM OF OFFICE

All officers shall be elected or appointed annually by the Board of Directors at the regular annual meeting of the Board of Directors for one year terms. No officer shall hold a particular office for more than two consecutive years.

3. REMOVAL OF OFFICERS, VACANCIES

Any officer elected or appointed may be removed by the Board of Directors whenever in their judgment the best interests of the Corporation will be served thereby. The removal of an officer shall be without prejudice to the contract rights, if any, of the officer so removed. Election or appointment of an officer or agent shall not of itself create contract rights. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

4. POWERS OF OFFICERS

Each officer shall have, subject to these Bylaws, in addition to the duties and powers specifically set forth herein, such powers and duties as are commonly incident to that office and such duties and powers as the Board of Directors shall from time to time designate. All officers shall perform their duties subject to the directions and under the supervision of the Board of Directors. The President may secure the fidelity of any and all officers by bond or otherwise.

All officers and agents of the Corporation, as between themselves and the Corporation, shall have such authority and perform such duties in the management of the Corporation as may be provided in these Bylaws, or as may be determined by resolution of the Board of Directors not inconsistent with

these Bylaws.

In the discharge of a duty imposed or power conferred on an officer of a Corporation, the officer may in good faith and with ordinary care rely on information, opinions, reports, or statements, including financial statements and other financial data, concerning the Corporation or another person, that were prepared or presented by: (1) one or more other officers or employees of the Corporation, including members of the Board of Directors; or (2) legal counsel, public accountants, or other persons as to matters the officer reasonably believes are within the person's professional or expert competence.

An officer is not relying in good faith within the meaning of this section if the officer has knowledge concerning the matter in question that makes reliance otherwise permitted by this subsection unwarranted.

5. PRESIDENT

The President shall be the chief executive officer of the Corporation and shall preside at all meetings of all directors. Such officer shall see that all orders and resolutions of the board are carried out, subject however, to the right of the directors to delegate specific powers, except such as may be by statute exclusively conferred on the President, to any other officers of the Corporation.

The President or any Vice-President shall execute bonds, mortgages and other instruments requiring a seal, in the name of the Corporation. When authorized by the board, the President or any Vice-President may affix the seal to any instrument requiring the same, and the seal when so affixed shall be attested by the signature of either the Secretary.

The President shall be ex-officio a member of all standing committees.

The President shall submit a report of the operations of the Corporation for the year to the directors at the annual meeting of the Board of Directors.

6. VICE-PRESIDENTS

The Vice-President, or Vice-Presidents in order of their rank as fixed by the Board of Directors, shall, in the absence or disability of the President, perform the duties and exercise the powers of the President, and they shall perform such other duties as the Board of Directors shall prescribe.

7. THE SECRETARY

The Secretary shall attend all meetings of the Board of Directors and shall record all votes and the minutes of all proceedings and shall perform like duties for the standing committees when required. The Secretary shall give or cause to be given notice of all meetings of the Board of Directors and shall perform such other duties as may be prescribed by the Board of Directors. The Secretary shall keep in safe custody the seal of the Corporation, and when authorized by the Board of Directors, affix the same to any instrument requiring it, and when so affixed, it shall be attested by the Secretary's signature.

In the absence of the Secretary, the minutes of all meetings of the board shall be recorded by such person as shall be designated by the President or by the Board of Directors.

8. THE TREASURER

The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors.

The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements. The Treasurer shall keep and maintain the Corporation's books of account and shall render to the President and directors an account of all of the Treasurer's transactions and of the financial condition of the Corporation and exhibit the books, records and accounts to the President or directors at any time. The Treasurer shall disburse funds for capital expenditures as authorized by the Board of Directors and in accordance with the orders of the President, and present to the President's attention any requests for disbursing funds if in the judgment of the Treasurer any such request is not properly authorized. The Treasurer shall perform such other duties as may be directed by the Board of Directors or by the President.

If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of the office and for the restoration to the Corporation, in case of death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in the incumbent's possession or under the incumbent's control belonging to the Corporation.

ARTICLE IV - INDEMNIFICATION AND INSURANCE

1. INDEMNIFICATION

The Corporation shall have the full power to indemnify and advance or reimburse expenses pursuant to the provisions of the Texas Business Organizations Code to any person entitled to indemnification under the provisions of the Texas Business Organizations Code.

2. INSURANCE

The Corporation may purchase and maintain insurance or another arrangement on behalf of any person who is or was a member, director, officer, employee, or agent of the Corporation or who is or was serving at the request of the Corporation as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, employee benefit plan, other enterprise, or other entity, against any liability asserted against him or her and incurred by him or her in such a capacity or arising out of his or her status as such a person, whether or not the Corporation would have the power to indemnify him or her against that liability. Without limiting the power of the Corporation to procure or maintain any kind of insurance or other arrangement, the Corporation may, for the benefit of persons indemnified by the Corporation, (1) create a trust fund; (2) establish any form of self-insurance; (3) secure its indemnity obligation by grant of a security interest or other lien on the assets of the Corporation; or (4) establish a letter of credit, guaranty, or surety arrangement. The insurance or other arrangement may be procured, maintained, or established within the Corporation or with any insurer or other person deemed appropriate by the

Board of Directors regardless of whether all or part of the stock or other securities of the insurer or other person are owned in whole or part by the Corporation. In the absence of fraud, the judgment of the Board of Directors as to the terms and conditions of the insurance or other arrangement and the identity of the insurer or other person participating in an arrangement shall be conclusive and the insurance or arrangement shall not be voidable and shall not subject the directors approving the insurance or arrangement to liability, on any ground, regardless of whether directors participating in the approval are beneficiaries of the insurance or arrangement.

ARTICLE V - MISCELLANEOUS

1. WAIVER OF NOTICE

Whenever any notice is required to be given to any member or director of the Corporation under the provisions of the Texas Business Organizations Code, the Certificate of Formation, or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

2. MEETINGS BY TELEPHONE CONFERENCE, ELECTRONIC OR OTHER REMOTE COMMUNICATIONS TECHNOLOGY

Subject to the provisions required or permitted by the Texas Business Organizations Code and these Bylaws for notice of meetings, members of the Board of Directors, or members of any committee may participate in and hold a meeting of such board, or committee by means of: (1) conference telephone or similar communications equipment by which all persons participating in the meeting can communicate with each other; or (2) another suitable electronic communications system, including videoconferencing technology or the Internet, only if: (a) each member entitled to participate in the meeting consents to the meeting being held by means of that system; and (b) the system provides access to the meeting in a manner or using a method by which each member participating in the meeting can communicate concurrently with each other participant. Participation in a meeting pursuant to this section shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

3. SEAL

The Corporation may adopt a corporate seal in such form as the Board of Directors may determine. The Corporation shall not be required to use the corporate seal and the lack of the corporate seal shall not affect an otherwise valid contract or other instrument executed by the Corporation.

4. CONTRACTS

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

5. CHECKS, DRAFTS, ETC.

All checks, drafts or other instruments for payment of money or notes of the Corporation shall be signed by such officer or officers or such other person or persons as shall be determined from time to time by resolution of the Board of Directors.

6. DEPOSITS

All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

7. GIFTS

The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Corporation.

8. BOOKS AND RECORDS

The Corporation shall keep correct and complete books and records of account and shall keep minutes of the proceedings of the Board of Directors, and committees and shall keep at the registered office or principal office in this State a record of the names and addresses of its members entitled to vote. A Director of the Corporation, on written demand stating the purpose of the demand, has the right to examine and copy, in person or by agent, accountant, or attorney, at any reasonable time, for any proper purpose, the books and records of the Corporation relevant to that purpose, at the expense of the member.

9. FINANCIAL RECORDS AND ANNUAL REPORTS

The Corporation shall maintain current true and accurate financial records with full and correct entries made with respect to all financial transactions of the Corporation, including all income and expenditures, in accordance with generally accepted accounting practices. All records, books, and annual reports (if required by law) of the financial activity of the Corporation shall be kept at the registered office or principal office of the Corporation in this state for at least three years after the closing of each fiscal year and shall be available to the public for inspection and copying there during normal business hours. The Corporation may charge for the reasonable expense of preparing a copy of a record or report. An annual audit of the Corporation's financial statements shall be performed and a report prepared and presented to the Board of Directors by an independent certified public accountant; provided that the scope of such audit shall be determined by resolution of the Board of Directors.

10. FISCAL YEAR

The fiscal year of the Corporation shall be as determined by the Board of Directors.

ARTICLE VI – CONSTRUCTION

1. PRONOUNS AND HEADINGS

All personal pronouns used in these Bylaws shall include the other gender whether used in masculine or feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate. All headings herein are for convenience only and neither limit nor amplify the provisions of these Bylaws.

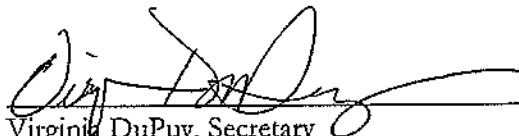
2. INVALID PROVISIONS

If any one or more of the provisions of these Bylaws, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of these Bylaws and all other applications of any such provision shall not be affected thereby.

ARTICLE VII - AMENDMENT OF BYLAWS

The Board of Directors may amend or repeal these Bylaws, or adopt new Bylaws, unless the Certificate of Formation or the Texas Business Organizations Code limits such powers.

Adopted by the Board of Directors on June 11, 2014, to be effective as of May 19, 2014.


Virginia DuPuy, Secretary

Conflict of Interest Policy

Greater Waco Collective Impact Initiative

Article I Purpose

This conflict of interest policy is designed to help the Greater Waco Collective Impact Initiative (the “Corporation”)’s interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Corporation or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

Article II Definitions

1. **Interested Person**

Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect private interest, as defined below, is an interested person.

2. **Family Member**

With respect to a person, a family member shall include (a) any spouse, siblings, spouses of siblings, ancestors, lineal descendants and spouses of lineal descendants, and (b) any other individual (whether or not related by blood or marriage) living in the same household as such person.

3. **Private Interest**

A person has a private interest if such person has a financial interest or other interest.

- a. A person has a financial interest if the person has, directly or indirectly, through business, investment, or a family member:
 - i. Ownership or control of at least five percent (5%) of the equity or voting interest of any entity with which the Corporation has or is contemplating a transaction or arrangement,
 - ii. A compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement, or
 - iii. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

- b. A person has an other interest if the person, or a family member of such person:
 - i. Serves as a trustee, director, officer or employee of any entity with which the Corporation has or is contemplating a transaction or arrangement,
 - ii. Is a significant donor to any entity with which the Corporation has or is contemplating a transaction or arrangement, or

- iii. Wields decision-making authority, whatever the person's formal title, in any entity with which the Corporation has or is contemplating a transaction or arrangement.

A private interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a private interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

Article III **Procedures**

1. Duty to Disclose

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the private interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

2. Determining Whether a Conflict of Interest Exists

After disclosure of the private interest and all material facts, and after any discussion with the interested person, s/he shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

3. Procedures for Addressing the Conflict of Interest

- a. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, s/he shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c. After exercising due diligence, the governing board or committee shall determine whether the Corporation can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Corporation's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.

4. Violations of the Conflicts of Interest Policy

- a. If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

- b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Article IV **Records of Proceedings**

The minutes of the governing board and all committees with board delegated powers shall contain:

- a. The names of the persons who disclosed or otherwise were found to have a private interest in connection with an actual or possible conflict of interest, the nature of the private interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
- b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Article V **Compensation**

- a. A voting member of the governing board who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.
- b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.
- c. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

Article VI **Annual Statements**

Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

- a. Has received a copy of the conflicts of interest policy,
- b. Has read and understands the policy,
- c. Has agreed to comply with the policy, and
- d. Understands the Corporation is charitable and in order to maintain its federal tax exemption, it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Article VII
Periodic Reviews

To ensure the Corporation operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining,
- b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Corporation's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

Article VIII
Use of Outside Experts

When conducting the periodic reviews as provided for in Article VII, the Corporation may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

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

DEPARTMENT OF THE TREASURY

Date: **NOV 05 2014**

GREATER WACO COLLECTIVE IMPACT
INITIATIVE
C/O MARK C. HOBBS
220 SOUTH FOURTH STREET
WACO, TX 76701

Employer Identification Number:
46-5714986
DLN:
17053178358014
Contact Person:
GINGER L JONES ID# 31646
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
May 19, 2014
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

For important information about your responsibilities as a tax-exempt organization, go to 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.

GREATER WACO COLLECTIVE IMPACT

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

A handwritten signature in black ink that reads "Tamm Ripperda". The signature is written in a cursive style with a large, prominent initial "T".

Director, Exempt Organizations

S U S A N
C O M B S

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

WWW.WINDOW.STATE.TX.US



December 30, 2014

Mark Hobbs
Johnson Hobbs & Squires LLP
1105 Wooded Acres Dr., Ste. 701
Waco, Texas 76710

Dear Mr. Hobbs:

We received your application. Our records have been updated with the exemption. After our system update tonight, vendors that require verification of the exemption may use our search located online at http://window.state.tx.us/taxinfo/exempt/exempt_search.html

Effective May 19, 2014, Greater Waco Collective Impact Initiative has been granted exempt status from the Texas franchise tax and the sales and use tax as 501(c)(3) organization. The exemption does not extend to the hotel occupancy tax.

For purposes of obtaining a refund of sales tax, the earliest allowable date is Nov. 12, 2014

We have assigned Texas taxpayer number 32054101251 to the organization. Please reference this number in correspondence with us. The assignment of the taxpayer number does not mean the organization is permitted to collect or remit Texas taxes. Exempt organizations must collect taxes on most of their sales. Please give our Tax Assistance section a call at 1-800-252-5555 if you need a sales tax permit.

The sales tax exemption extends to goods and services purchased for use by your organization. The exemption does not apply if the purchase is for the personal benefit of an individual or private party, or is not related to the organization's exempt purpose. For more information, please see our publication # 96-122, *Exempt Organizations – Sales and Purchases*.

A valid exemption certificate (form 01-339/Back) can be issued instead of paying tax when buying taxable items necessary to the exempt purpose of the organization. The exemption certificate does not need a taxpayer number to be valid, but you may provide your taxpayer number if the seller requests it. The exemption certificate can be obtained online at www.cpa.state.tx.us/taxinfo/taxforms/01-339.pdf.

Changes to the organization's registered agent and registered office address must be filed with the Texas Secretary of State. The changes can be made online at www.sos.state.tx.us/corp/sosda/index.shtml or you can download the forms and instructions from www.sos.state.tx.us/corp/forms_option.shtml. You can also contact them at corpinfo@sos.state.tx.us or by calling 512-463-5555. It is important to maintain current registered agent information, because this is how we will contact you if we have reason to believe that your organization no longer qualifies for exemption.

Our goal is to provide you with prompt, professional service. Please take a moment to complete our online survey at aixtcp.cpa.state.tx.us/surveys/tpsuv2/index.html.

If you have any questions, write to us at exempt.orgs@cpa.state.tx.us or P. O. Box 13528, Austin, Texas 78711-3528, or call us at 844-519-5677. The fax number is 512-475-5862. Also, our publications and other helpful information are online at www.window.state.tx.us/taxinfo/exempt.

Sincerely,

Exempt Organizations Section
Taxpayer Services Division

Texas Sales and Use Tax Exemption Certification

This certificate does not require a number to be valid.

Name of purchaser, firm or agency	
Address (Street & number, P.O. Box or Route number)	Phone (Area code and number)
City, State, ZIP code	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: _____

Street address: _____ City, State, ZIP code: _____

Description of items to be purchased or on the attached order or invoice:

Purchaser claims this exemption for the following reason:

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

sign here ▶	Purchaser	Title	Date

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

**This certificate should be furnished to the supplier.
Do not send the completed certificate to the Comptroller of Public Accounts.**

S U S A N

C O M B S

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

P.O. Box 13528 • AUSTIN, TX 78711-3528



Dear Taxpayer:

We want to provide you with prompt, professional service each time we answer your state tax questions. We would appreciate you responding to the questions below, to let us know if we're meeting that goal.

You can complete the survey online at, <http://aixtcp.cpa.state.tx.us/surveys/tpsuvr2/index.html>, fax it to 512/475-1598, or mail the survey back, postage paid.

Circle one **A=Agree** **D=Disagree** **NA=Not applicable**

- A D NA Our response answered your question(s) completely.
- A D NA Our response was supported by references to appropriate laws, rules, or publications.
- A D NA Our response was timely.
- A D NA Our response was clearly and professionally written.
- A D NA Overall, you are satisfied with your experience with the Texas Comptroller's office.

If you have any comments to share, please indicate them below. This is an anonymous survey, but if you'd like to receive a response, please provide contact information. Thank you for your help!

Your comments are always welcome. Please let us know if we can be of any assistance to you.

Sincerely,

A handwritten signature in black ink that reads "Bryant K. Lomax".

Bryant K. Lomax
Manager, Tax Policy Division

Attachment # 6 Board member information

WILLIAM L. CLIFTON, JR.

Born November 6, 1946 - Waco, Texas

Marital Status Married, 2 children: Will, Dec. 7, 1984; Christopher, Feb. 18, 1986

High School Culver Military Academy, Culver, Indiana
Graduated 1964 in top 10%, academically and militarily

College Duke University, Durham, North Carolina
Graduated 1968, Bachelor of Arts in Economics
Dean's List
President, Interfraternity Council
Commander, Combined Air Force/Navy ROTC

Graduate School Massachusetts Institute of Technology (MIT), Cambridge, Mass.
Alfred P. Sloan School of Management
Graduated 1970, Master of Science in Management Information Systems
Thesis - "Inventory Control Systems"

Other Education Ohio State University, Columbus, Ohio
Wholesale Management Institute, June 1973

Military U.S. Air Force - Supply Officer - June 1970 to July 1972
Honorably discharged as First Lieutenant

Employment Behrens Inc.
President and Chief Executive Officer (August 27, 1986)
Vice-President - November 1, 1981 to August 27, 1986
Division Manager (Waco) - January 1975 to October 31, 1981
Operations Manager (Austin) - August 1972 to December 1974
Employed part time June 1962 - June 1970

Clifton Group (1996-Present)
Central National Bank—Former Director

Civic Activities Association of Locally Involved Volunteers in Education (ALIVE),
President 1977-78
Baylor-Waco Foundation (Director)
Big 12 Task Force—Founding Director
City of Waco 2020 Vision—Chairman Economic Development Task Force
Clifton Foundation
Contributors Review Committee of Waco - Vice-Chairman 1986-92
Cooper Foundation—Chairman, Lifetime Director
Family Practice Foundation—Former Chairman, Finance Committee Chair
Greater Waco Chamber of Commerce—Chairman 1995
Greater Waco-McLennan County United Way Foundation - Chairman 1986-
Heart of Texas Community Health Center (formerly known as Family
Practice)—Chairman 1999-2008
National Wholesale Druggists' Association (NWDA) - Director 1984-86

Prosper Waco—Founding Director
Rotary International
Service Wholesale Druggists Association, President 1989
Texas Pharmacy Foundation, Director
Texas Thoroughbred Breeders Association—Director, Executive Committee
United Way, Loaned Executive 1976, 1978; Governing Board 1979-86;
Vice President (Allocations) 1981, 1982; Executive Committee 1981-86;
President 1985
Waco Business league--President
Waco Industrial Foundation—Executive Committee
Waco Leadership Forum
Waco-McLennan County Economic Development Corporation—Secretary
WISD Educational Foundation--Director
WISD Partners in Education (Adopt-A-School)
Youth Collaboration, Steering Committee 1987-89

Religious Central Presbyterian Church, Waco
 Deacon 1980-82 (Chairman 1980, 1982)
 Elder 1983-85, 1987-89, 1993-95
 Trustee 1990-92

Other Activities Horse Racing/Breeding

Hobbies Tennis, Hunting, Golf

Malcolm Duncan Jr.
P.O. Box 8052
Waco, Tx. 76714
254.722.7955

Born in Waco 11/19/52 son of Malcolm and Mary Ruth Duncan.
BBA University of Texas 1975

Family- Susan Closs Duncan, wife
2 grown daughters

Work History

1981 – Present Duncan Motors Inc., Waco
President 1994- present
2001-2005 Lonestar Truck Group, North Richland Hills, Tx.
President 2001-2003
VP Sales and Marketing 2004-2005
1977 – 2001 Duncan Truck Sales, Co., Duncan Freightliner, Temple Freightliner, Bryan
Freightliner
President and General Manager 1984-2001
Sales Manager 1977-1984
Duncan Buick, Waco 1976
Spires Douglas Buick, San Antonio 1975

Civic and Personal activities:

City Center Waco board member, 2011-2016, 2017-present
United Way Waco McLennan County board member, 2014-present
Tax Increment Financing Reinvestment Zone 1, 2, 2016-present
Waco Public Housing Authority Commissioner, 2016-present
Waco Foundation Trustee, 2015-present
Prosper Waco board member, 2014-present
Waco Mayor- elected 2012- 2016
Waco City Council-2010-2012
Waco McLennan County Health District, Board of Directors 2005-2007, 2010-2015
City of Waco Plan Commission, member 1991-1998, Chair 1996-1998
City of Waco Comprehensive Plan Revision Steering Committee 1999-2000
Waco Vision 20/20, Steering Committee, Chair Intergovernmental Committee 1996-1998
City of Waco Subdivision Ordinance Revision Committee, Vice Chair 1995
Waco Chamber of Commerce board member 1994-1997, Chair Industry Appreciation
Waco Business League board member 1992-1994, Chair Education Committee
Waco McLennan County Library Foundation, board member 1985- 1990
United Way of Waco, Allocations Committee, Chair Youth Services 1978-1980,
Planned Parenthood of Central Texas, Board of Directors and Treasurer 1980-83.
St. Paul's Episcopal Church, Waco, Church Vestry, Jr. and Sr. Warden
Episcopal Diocese of Texas, Houston, elected Executive Board 1996-1999

Chief Executive Officer Resume

Roland A. Goertz, MD, MBA – TX Medical License Number: F9480

Roland A. Goertz, MD, MBA; Chief Executive Officer of the Heart of Texas Community Health Center, Inc. since 1997; oversees all operations of the Waco Family Health Center. The Center provides ambulatory medical, dental and behavioral health services to 54,000 people annually at fourteen community based clinic sites. The target population of the Center, a federally qualified health center with a staff of 500, are those living at, or below, 200% of federal poverty levels in the Heart of Texas Region. It also operates a 36 resident family medicine residency training program, and assists with the education of various other health care professionals.

He graduated medical school from the University of Texas Health Science Center at San Antonio in 1981 and completed Family Medicine residency training at John Peter Smith Hospital, Fort Worth, Texas. He subsequently completed a clinical teaching fellowship in family medicine in 1986 and received an MBA from Baylor University in 2003.

In Dr. Goertz's 35-year medical career, he has been a physician in rural private practice, a family medicine residency program director at two Texas residencies, chair of the Department of Family and Community Medicine at the University of Texas Medical School at Houston, and the Executive Vice President for medical affairs of a large academic/private integrated physician/hospital organization.

He has served on numerous committees and commissions at the national, state and local levels. He was national president of the 110,000 member, American Academy of Family Physicians from 2010 – 2011. He represented Family Medicine on the Council of Academic Societies of the Association of American Medical Colleges. Dr. Goertz is Chair of the National Association of Community Health Centers' Educational Health Center Task Force. Dr. Goertz is a past president of the Texas Academy of Family Physicians and of the Texas Association of Community Health Centers. He has served on the Texas Medical Association's Council on Medical Education and, member and chair, of the Physician Workforce and Distribution committee. He chairs the Texas Higher Education Coordinating Board's Family Medicine Residency Advisory Committee. He is past president of the McLennan County Medical Society and received the Society's "Gold Headed Cane" award in 2010 for his contributions to the health of the community and to his profession. He was recognized with the "2011 Distinguished Alumnus Award" by the University of Texas Health Science Center San Antonio Medical School Alumni Association.

He is a past chair of the Greater Waco Chamber of Commerce and Waco Business League. Dr. Goertz serves on the Prosper Waco Board (a community collective impact organization) and as a board member of the Waco (philanthropic) Cooper Foundation.

Dr. Goertz and his wife, Rosemary, have three adult daughters and six grandchildren.

Vs: 2017

215 Mary Avenue
Suite 308
Waco, TX 76701

Phone (254) 761-5975
Fax (254) 761-5922
E-mail kyle.deaver@deaveranddeaver.com

Kyle Deaver

Education

Richfield High School

- Graduate, 1982

Baylor University

- Bachelor of Business Administration, 1986

Baylor University School of Law

- Juris Doctor, 1993

Professional experience

KWTX Broadcasting Company, 1986 to 1990

- Television Advertising Sales and Marketing

Harley-Davidson of Waco, Waco, Texas, 2003 to 2011

- Co-owner

Deaver and Deaver, Attorneys at Law, 1993 to Present

- Attorney practicing in the areas of business, real estate and banking law

American Bank, N.A., Waco, Texas, 1988 to Present

- Shareholder and Director

American Guaranty Title, Waco, Texas, 1998 to Present

- Co-owner

Community service

Current:

Waco Mayor

Waco Foundation ♦ Board Member

Prosper Waco ♦ Board Member

Past:

Waco City Council ♦ Member Representing District V

City of Waco Plan Commission ♦ Member

Cameron Park Zoo Board ♦ Board Member and Zoobilee Co-chair

Behavioral Health Institute ♦ Board Member

Vanguard College Preparatory School Board ♦ Board Chair

St. Paul's Episcopal Church ♦ Vestry Member and Treasurer

St. Paul's Episcopal School ♦ Board Chair

Greater Waco Chamber of Commerce ♦ Board Member

Heart of Texas Soccer Association ♦ Board Member and Coach

Profile: Rev. C.J. Oliver

Rev. C.J. Oliver is the Pastor Emeritus of Greater New Light Missionary Baptist Church Waco, Incorporated. He is the 7th child in the union of the late Rev. Mack LaFayette Oliver and the late Ann Eva (Roy) Oliver. He is married to Loretta Elizabeth (Hartfield) Oliver and is the father of four daughters (Nikitha, Chloe, Loren, and Kone'e), four adopted sons (Waymone, Jeffrey, Daylon, and Matthew) and grandfather of two grandsons (Doron and Bryson) and three granddaughters (Aziyah, Kennedi and Ty'Lah).

He has traveled throughout the United States as a professional percussionist playing for groups such as Teddy Huffam & The Gems, Tony Comer & Crosswinds and other recording artists. He has also traveled as a conference speaker throughout the State of Texas and Michigan.

He began pastoring Greater New Light MBC of Waco, Inc. in May of 1991. Under his leadership the church grew numerically. Because of numerical growth, Rev. C.J. Oliver was led by the Spirit of God to view a larger facility encompassing 31,000 sq. feet which is the present location at 18th & Bosque Boulevard. On September 13, 2015 he transitioned from Pastor to Pastor Emeritus, following in the footsteps of the Founding Pastor of Greater New Light MBC, the late Rev. Lorenzo Hartfield.

He has been very instrumental in working with community organizations to better the greater Waco population. Through God's leading, he is responsible for instituting the "Feast Unto The Lord", a free Thanksgiving Dinner for the elderly, sick and shut-ins and the homeless. He is the Founder of B.R.O.T.H.E.R.S. of Waco, Incorporated. "A Boys To Men" and "Young Girls Growing Into Womanhood" ministries are programs under the umbrella of the incorporation.

He has served as Dean and 1st Vice President of the Sunday School Congress for Union Baptist District Association and is a former member of the Community Youth Development Committee which helped in the funding process for several organizations in the 76707 zip code. He served as the Waco Regional Baptist Association Prayer Coordinator in the late 1990's and again in the 2000's. He has also served as a board member for Waco Habitat for Humanity. He currently serves on the board of directors for Prosper Waco. He is also currently serving as a member of the Executive Team for "The Gathering" which began in 2015 to bring the community together every two for a Palm Sunday Worship at McLane Stadium in Waco.

Educationally, he has attained a Real Estate Business Degree and a Bachelor of Science Degree in Organizational Management. He has also completed two (2) years of study in Music Performance.

Above all else he loves the Lord, his wife and family with all his heart and has a strong compassion for God's people. His favorite scripture is *Philippians 4:13* which states, *"I can do all things through Christ which strengthens me."* Because of this scripture, Rev. C.J. Oliver and the Greater New Light Family adopted the slogan, *"IT CAN BE DONE!"* while he was their Senior Pastor.

CURRICULUM VITA
Ramona Ann Curtis
One Bear Place # 97222
Waco, Texas 76798
(254) 710-1294
Ramona_Curtis@baylor.edu

EDUCATION

Prairie View A&M University, Prairie View, Texas. Candidate for PhD in Educational Leadership. Focus: Higher Education; Administration. Expected to graduate in May 2019.

Master of Arts (Sociology), Prairie View A&M University, Prairie View, Texas (1990)

Bachelor of Arts in Communications, University of Texas at Arlington, Arlington, TX (1983)

Associate in Liberal Arts, McLennan Community College, Waco, Texas (1981)

PROFESSIONAL EXPERIENCE

Director for Civic Engagement & Educational Development
Division of Student Life, Baylor University, June, 2012- present

- Develop community partnerships for service learning opportunities to include preparation, engagement, and reflection.
- Develop student experiences and opportunities for sustained civic involvement and growth through mentorships, internships, campus involvement, and academic partnerships.
- Explore community-based research practices that facilitate social justice, health, education, sustainability, and advancement.
- Develop and facilitate community partnerships that enhance positive relationships between the University and the community, especially within the minority communities.
- Contribute to CES budget planning and development and fiscal management of Civic Engagement & Educational Development initiatives.

Director for the Academy for Leader Development & Civic Engagement (ALD&CE)
Division of Student Life, Baylor University, April, 2005-2012

- Develop strategies, foster academic partnerships, and launch programs that work to identify, develop and sustain the leadership of students of Baylor University.
- Recruit a multidisciplinary panel of faculty associates to participate and contribute to the work of the ALD&CE.
- Coordinate 10 hours of leadership coursework through the ALD&CE.
- Seek and provide oversight for civic engagement opportunities for student both on and off campus.

- Established strategic plan to integrate global initiatives, leadership minor, and 2nd – 4th year curriculum in the ALD&CE.
- Coordinate the Academy's Leadership Lecture Series.
- Offer direct staff supervision for an associate director, program coordinator, administrative assistant, and a student intern.
- Provide opportunities to encourage student growth through mentors, internships, academic courses, campus involvement and programs.
- Offer leadership training in the areas of gender, generations, race and disability for university supervisors.
- Advise Baylor University's chapter of the National Association for the Advancement of Colored People (NAACP) and the International Justice Mission (IJM)

Director of Human Relations, Chief Diversity Officer

Division of Human Resources, Baylor University, October, 1999-March 2005

- Assisted in establishing policies, procedures, practices and programs that will foster increased human relations and campus inclusiveness for minority students, faculty and staff.
- Provided internal consultation regarding minority issues and concerns internally and externally.
- Updated the University's affirmative action plan annually.
- Served as the University's liaison to committees, student organizations, departments, etc. so as to provide leadership and expertise regarding cultural/ethnic diversity and minority issues.
- Assisted the Division of Student Life in meeting the needs of students of color to ensure their academic success and retention at Baylor.
- Served as a liaison to students of color, faculty and staff regarding discrimination claims and other grievances.
- Developed and facilitated educational programs that inculcate and stimulate cultural awareness among all students, faculty, staff and the community.
- Developed and facilitated community programs that enhance rapport between the university and the minority communities.
- Provided reports to the Vice President for Human Resource Services & Enrollment Management regarding the progress of human relations programs.
- Assisted human resource services with strategies and activities that attract minorities and women to our applicant pool.
- Served as chairperson of the University's Human Relations Council.
- Represented the University at minority affairs conferences and seminars.
- Managed the Human Relations Department budget.

McLennan County Restitution Center

Director, Waco, Texas, May, 1996-October, 1999

- Planned, coordinated and implemented administrative functions for a 64 bed community corrections facility.

- Responsible for all human resource practices within the facility including performance appraisals, disciplinary actions, screening of applicants, conducting interviews, training of newly hired staff and developing and updating job descriptions and the procedure manual.
- Prepared statistical reports for judges and Texas Department of Criminal Justice.
- Approved or disapproved all administrative requests by staff.
- Served as a technical assistance for the state in the area of diversity.
- Served on several professional boards including the *TDCJ-CJAD Residential Facilities Committee*, 1996-1999 (Chair of Sub Committee on Ethics), *Texas Department of Criminal Justice Community Supervision and Corrections Department's Residential Director's Council*, 1996-1999 (Vice President), *American Probation and Parole Association*, 1998-1999 (Conference Planning Committee).

**Tom Green County Court Residential Treatment Center
Director, San Angelo, Texas, August, 1995- May, 1996**

- Planned, coordinated and implemented administrative functions for a 62 bed community corrections facility.
- Responsible for all human resource practices within the facility including performance appraisals, disciplinary actions, screening of applicants, conducting interviews, training of newly hired staff and developing and updating job descriptions and the procedure manual.
- Prepared statistical reports for judges and Texas Department of Criminal Justice.
- Approved or disapproved all administrative requests by staff.
- Served as a technical assistance for the state in the area of diversity.
- Served on several professional boards including the *TDCJ-CJAD Residential Facilities Committee*, 1996-1999 (Chair of Sub Committee on Ethics), *Texas Department of Criminal Justice Community Supervision and Corrections Department's Residential Director's Council*, 1996-1999 (Vice President), *American Probation and Parole Association*, 1998-1999 (Conference Planning Committee).

**McLennan County Community Supervision & Corrections Department
Community Corrections Officer, Waco, Texas, June, 1989- August, 1995**

- Interviewed and assessed the supervision level of program participants working and/or residing in McLennan County.
- Authored a successfully funded grant to decrease the number of African American Offender revocations in McLennan County
- Conducted office and field contacts.
- Developed supervision plans for specialized supervision of high risk felony offenders.
- Facilitated weekly group therapy sessions.
- Worked closely with other law enforcement agencies and social services organizations.

**Heart of Texas Region Mental Health, Mental Retardation (MHMR) Center
Vocational Coordinator, Waco, Texas, February, 1987- June, 1989**

- Supervised direct care staff members and college interns in an MHMR vocational facility.
- Prepared facility for state audits.
- Screen clients for potential placement in an MHMR vocational facility.
- Used behavior modification techniques for problem solving with staff and clients

RESEARCH:

Kelly R. Ylitalo, Eva I. Doyle, Kahler Stone, Renee Umstatt-Meyer, Ramona Curtis, Courtney Restivo Wollard (2015). *Texas Healthy Communities-Waco Project. An Academic-Practice Partnership to Address Healthy Living in East Waco (76704)*. Unpublished manuscript, Baylor University, Waco, TX.

PUBLICATIONS:

Curtis, R., Genous, L., Marsh, M., & Marmon, K. (2013, Spring). More Than We Can Bear: Collaborating to Meet the Mental Health Needs of African American Students. *Society of Counseling Psychology: Section on College and University Counseling Centers*, 7(2).

Curtis, R., Genous, L., & Marsh, M. (In press). Let the Healing Begin! Meeting the Holistic Needs of African American Students. In *Our Stories III: The Experiences of Black Professionals on Predominantly White Campuses*. John D. O’Bryant National Think Tank. In press

PRESENTATIONS:

Marsh-Bell, M., **Curtis, R.,** Kimple, K., Genous, L., (2016). “More Then We Can Bear: Black Mental Illness on White College Campuses,” Friday, January 22, 2016, presented at the 2016 NASPA Strategies Conference: Mental Health & Violence Prevention, January 21-23, 2016, Orlando, Florida.

Curtis, R., (2015). “Reality TV: Realistic, Stereotypical, Helpful, or Harmful?” Facilitated, Thursday, April 16, 2015, Waco, Texas.

Curtis, R., (2015). “Cultivating Excellence in African American Students,” Tuesday, August 4, 2015, presented at the 2015 Conference on Diversity: Improving Outcomes for All. Sponsored by Region 12, August 3-4, 2015, Waco, Texas.

“**Planning Service Learning Projects for Students,**” Tuesday, August 4, 2015, presented at the 2015 Conference on Diversity: Improving Outcomes for All. Sponsored by Region 12, August 3-4, 2015, Waco, Texas.

Curtis, R., (2014). “International Service Learning & Ethics/Legal Issues: Ghana Leadership,” Friday, November 7, 2014, presented at the Oklahoma Service Learning Conference at the University of Oklahoma, Norman Oklahoma.

Curtis, R., Marsh-Bell, M., (2014). “Just Pray About It,” Thursday, October 16, 2014, presented at the No Need Among You Conference, Austin, Texas.

Curtis, R., Marsh-Bell, M., (2013). “Child Abuse in the Black Community,” Saturday, May 4, 2013, If We Only Knew What We Could Do Radio Show on 104.9. *Presented with Dr. Monique Marsh.*

“Girl Get Up and You Did!” at the Christian Women’s Job Corp of McLennan County, May 2, 2013, Waco, Texas.

“Child Abuse in the Black Community,” Saturday, April 27, 2013, If We Only Knew What We Could Do Radio Show on 104.9.

“At the Crossroads of Freedom & Equality: The Emancipation Proclamation and the March on Washington,” at the Fred Batts Luncheon, February 18, 2013, Waco Texas.

“More Than We Can Bear: Collaboration to Address the Mental Health Needs of African Americans at Predominately White Institutions” at the TUCCC Conference, February 6-8, 2013, Waco, Texas.

“Racial Reconciliation Challenge,” at the Mission Waco Martin Luther King Jr. Program and Day of Service, January 21, 2013, Waco, Texas.

“Navigating the Church Swap Toolkit,” at the Fred Batts Luncheon, December 10, 2012, Waco, Texas.

“Making Meetings Work Better,” at the 4th Leadership Plenty Seminar, November 13, 2012, Waco, Texas.

“Cultivating a Racially Healthy Church,” at the Learn How to Empower the Poor & Revitalize Communities: No Need Among You Conference, October 19, 2013, Waco, Texas.

“Diversity and Cultural Competency,” at the 2012-2013 HOTCHC AmeriCorps/Community HealthCorps Orientation, September 13, 2012, at the Family Health Center, Waco, Texas

“Fostering Service-Learning Partnerships: Engaging the Community and the Academy in Significant Learning,” at the Bush School of Government and Public Service Nonprofit Management Forum 2012, April 13, 2012, College Station, TX.

“More Than We Can Bear: Mental Health Concerns of Black/African American Students,” at the 2011 NASPA Multicultural Institute, December 8-10, 2011 in Atlanta, GA.

“More than a Social Club with a Smidgen of Religiosity: A Response to the Most Segregated Hour in America Part II,” at the No Need Among You Conference, October 2011, Waco, TX.

Who's Serving Who? Advancing Active Citizenship in Undergraduate Leadership Courses,” at the 2010 OUCEC Southwest Regional University Assisted Schools 5 State Network Conference, October 2010, Tulsa, Oklahoma.

“More than a Social Club with a Smidgen of Religiosity: A Response to the Most Segregated Hour in America,” at the No Need Among You Conference, October 2010, Waco, TX.

“Leading from Within: Leadership Empowerment for Multicultural Student Organization Leaders,” at the Student Affairs Administrators in Higher Education (NASPA) Annual Conference, March 2009, Seattle, WA.

“Building Academic and Student Affairs Partnerships in a Leadership Living-Learning Center,” at the at the Student Affairs Administrators in Higher Education (NASPA) Annual Conference, March 2009, Seattle, WA.

“Can Venus Align with Mars?” Enhancing Communication between Genders. 2nd Annual Women’s Leadership Summit, Baylor University, March 2009, Waco, Texas.

“C’mon Sarah, You Really Didn’t See That Coming?” Women’s History Month Speaker, Mountain View College, March 2009, Dallas, Texas.

“C’mon Sarah, You Really Didn’t See That Coming?” Women’s History Month Speaker, McLennan Community College, March 2009, Waco, Texas.

“Ferris Bueller No More!: Creating a Significant Learning Community within a Leadership Living Learning Center Classroom,” at the Leadership Educators Institute (NASPA) December 2008 at the University of Maryland, College Park, Maryland.

“Leading from Within: Leadership Empowerment for Multicultural Student Organization Leaders,” at the Student Affairs Administrators in Higher Education (NASPA) Multicultural Institute, December 2007, Miami, Florida.

“Strategies for Administrators of Color on Predominately White Campuses,” at the 16th Annual National Conference on Race and Ethnicity in Higher Education, May 2003, San Francisco, California. Sponsored by The University of Oklahoma.

“Ethnic Diversity in Central Texas, African American Life and Culture,” presented for the Baylor Institute for Learning in Retirement, September 2001, Waco, Texas.

“Enhancing Respect Among a Diverse Staff,” presented at L-3 Integrated Systems, October 2003, Waco, TX.

“Enhancing Respect Among a Diverse Staff,” presented at the McLennan County Community Supervision and Corrections Department, April 2003.

"African American Specialized Caseloads," presented at the Best Practices Symposium, Austin, Texas, December 7, 2000. Sponsored by the Texas Department of Criminal Justice.

"Supervising the African American Offender," presented in St. Cloud, Minnesota, April 26, 2000. Sponsored by the Minnesota Department of Corrections.

"Skin Color Issues and Self-Esteem Among African American Children," presented for the Economic Opportunities Advancement Corporation, August 6, 1998. Sponsored by EOAC Head Start Program, Waco, Texas.

"Let's Get Specific, An Overview of Cultural Specific Programming" presented at the TDCJ Management Conference, Huntsville, Texas, November 1996. Sponsored by the Texas Department of Criminal Justice.

"The Chemically Dependent African American," presented in San Angelo, Texas, February 23, 1996. Sponsored by The Concho Valley Community Supervision and Corrections Department.

"The African American Offender: The Merry-Go-Round Mentality " at the 10th Annual SKILLS for Effective Intervention Conference, Austin, Texas, June 17, 1996. Sponsored by the Texas Department of Criminal Justice.

"Strategies for Supervising the African American Offender," presented at The 37th Annual Institute of Alcohol and Drug Studies, Austin, Texas. Sponsored by the University of Texas at Austin.

ACADEMIC APPOINTMENTS

- Adjunct professor in the School of Education and the Political Science Department, *Baylor University*, Fall 2004 - present ;
- Adjunct professor in Sociology, Department of Sociology, Social and Behavioral Sciences Division, *McLennan Community College*, June 2005-present;
- Adjunct professor in Sociology, Department of Social Work, Sociology, and Criminal Justice, College of Liberal and Fine Arts at *Tarleton State University*, January 2008-present.

UNDERGRADUATE COURSES TAUGHT

Tarleton State University: Race and Ethnic Relations, 2008-2014; Gender in Society, 2008; Sociology of Religion, 2009; Deviant Behavior, 2009; Death and Dying, 2010; Social Problems, 2010; Social Psychology, 2010.

Baylor University: Leadership and Social Change, 2014; Leading in Diverse World, 2010-2011; Peer Leadership, 2012, Servant Leadership, 2005-2010, Introduction to Leadership, 2004-2006, 2008-2010; University 1000 (First-Year Seminar) 2004-2013.

McLennan Community College: Introduction to Sociology, 2004-2014.

GRANT AWARDS AND HONORS

- 2015 Diversity Enhancement Award, from Baylor University, presented on February 4, 2016;
- Award nomination, To Light the Ways Award for Contributions to the Profession from Baylor University, March 31, 2015;
- Fellowship with the Center for Disease Control, National Leadership Academy for the Public's Health 2013-2014;
- 2014 Educational Excellence in the Community Award from Phi Delta Kappa Sorority, Inc.;
- W.K. Kellogg Foundation \$10,000.00 for the Grassroots Efforts to Dismantle the Most Segregated Hour in America, "*Church Swap*." (2010-2011);
- 2004 Public Citizen of the Year Award, National Association of Social Workers Waco Chapter;
- 2003 Woman of Distinction Award, Blue Bonnet Girl Scouts;
- \$100,000.00+ for Culturally Specific Programming by Texas Department of Criminal Justice/Community Justice Division 1992-2009.

CURRENT PROFESSIONAL BOARDS AND ASSOCIATIONS

- Mission Waco, member 2014;
- City of Waco CHIP: Community Health Improvement Plan, Current;
- JDOTT, Black Professionals in Higher Education on Predominately White Campuses Board, 2000-2005, *Southwest Regional Representative and 2005, Parliamentarian*;
- Certified Lay Speaker, The United Methodist Church and Former District Director for Lay Speaking;
- African American Leadership Organization, *co-founder and Co-chair 2013- present*
- Community Race Relations Coalition 2001- present;
- Mayor's 10 year plan to eliminate Chronic Homelessness current steering committee member 2005-present.

PAST RELATED PROFESSIONAL BOARDS AND ASSOCIATIONS

- NASPA, 2005- current, member;
- International Leadership Association, 2005 – 2012;
- John Ben Shepperd Leadership Journal, 2006- current Editorial Board;
- Waco Alumni Chapter of Delta Sigma Theta Sorority, Inc., 1999-current, President,(2008-2014);
- American Association for Affirmative Action Board, 2000- 2005 North Texas State Coordinator;
- Dispute Resolution Board, 1999-2001.

Glenn A. Robinson, FACHE
1005 Charing Cross
Waco, TX 76712
254.202.9414 Work / 254.315.8907 Cell
Glenn.Robinson@BSWHealth.org

PROFESSIONAL EXPERIENCE

Baylor Scott & White Health, 2401 S. 31st St., Temple, TX 76508
September 2007 – Present

Baylor Scott & White Medical Center – Hillcrest, 100 Hillcrest Medical Blvd., Waco, TX 76712
September 2007-Present

Position: President

Responsibilities: Directing the day-to-day operations of an integrated health system which includes a full-service 237-bed hospital, 18 specialty clinics, and a 450-member-physician medical staff. Led the way for a major financial rebound, and the opening of a new facility in 2009. Successfully worked as a team to accomplish internal merger with Scott & White in 2009 and Baylor Scott & White in 2013. Assisted in the successful recruitment of more than 40 physicians. Over a nine-year period, our team increased growth in surgeries 18%, resulting in a net revenue of \$307 million which represents a 37% increase over that time period. Coordinated addition of a state-of-the-art Cancer Center in 2013, experiencing growth to over 10 service lines, and an increase in cumulative patient encounters of 86%. Attainment of JCAHO Certificate with a special certification as a Primary Stroke Center, and Knee Replacement Center of Excellence. Awarded 3-year CARF Accreditation for Inpatient Rehabilitation. Received Chest Pain Accreditation by the Society of Cardiovascular Patient Care, as well as Level II trauma certification by the American College of Surgeons.

Serve as Baylor Scott & White Oncology Service Line Administrator.

Triad Hospitals, Inc., 5800 Tennyson Blvd., Plano, TX 75024
March 2005 – August 2007

Mary Black Health System, 1700 Skylyn Drive, Spartanburg, SC 29301
March 2005 – August 2007

Position: Chief Executive Officer

Responsibilities: Directing the day-to-day operations of an integrated health system which includes a full-service 209-bed medical-surgical hospital, a 108-member employed physician multi-specialty group, and a 350-member physician-hospital organization. Managed the completion and successful opening of more than \$85 million dollars in major expansion and renovation projects including the addition of a new orthopedic wing, six new operating rooms, an expanded endoscopy center, and a 109,000 square foot medical office building. The primary care network was increased to a total of 14 practice sites in three counties. Coordinated the expansion of the world-renowned Steadman Hawkins Orthopedic Clinic (also of Vail, Colorado) to a total of eight physicians and the group's relocation into the newly constructed Sports Medicine Center which is complete with an Outpatient Imaging Center, Physical Therapy, Sports Performance, and Health and Fitness Center. All of this has resulted in a 12% growth of surgeries and a 7% growth of admissions totaling \$140 million in net revenue and \$31 million in EBITDA.

**Tenet HealthSystem, P.O. Box 809088, 13737 Noel Road, Suite 100, Dallas, TX 75380
July, 1994 – March 2005**

**Nacogdoches Medical Center, 4920 N.E. Stallings Drive, Nacogdoches, TX 75965
December 1997 – March 2005**

**Shelby Regional Medical Center, 602 Hurst St., Center, TX 75935-1749
November 2000 – March 2005**

**The Surgery Center of Nacogdoches, 4948 N.E. Stallings Drive, Nacogdoches, TX 75965
April 2000 – March 2005**

Position: Chief Executive Officer

Responsibilities: Directed the day-to-day operations of a 150-bed medical surgical hospital in Nacogdoches and a 54-bed medical surgical hospital in Center (acquired in 2000). Assisted in the formation of a joint-venture ambulatory surgery center in 2000 with nineteen physician partners performing more than 3,000 cases per year. Market share of NMC increased from 46% to 52%. Customer service results also greatly improved. This was achieved when more than 88% of our patients gave NMC and SRMC a score of 9 or 10 on a 1-10 scale. Moreover, the employee satisfaction survey ranked 2nd in Tenet Texas and 11th in the company. Both hospitals became free of nursing agency utilization. In addition, physician satisfaction survey resulted in the facilities being ranked 1st in Tenet Texas and 9th in the company. During the seven-year tenure, the cardio-thoracic surgical program moved from weak clinical results to a 5-star rating with Healthgrades by achieving one of the lowest mortality rates in Texas (less than 1%). Moreover, a successful neurosurgical program was added to the system. This program also achieved a 5-star rating with Healthgrades.

**Sharpstown General Hospital, 6700 Bellaire, Houston, TX 77074
October 1996 – December 1997**

Position: Chief Executive Officer

Responsibilities: Directed the day-to-day operations of a 190-bed medical surgical hospital. Developed an IPA that consisted of 75 physicians. Began the rebuilding of the medical staff with the recruitment of 12 new physicians. Of those, 7 were primary care physicians. These additions helped position the hospital and the IPA for the increased presence of managed care in the Houston market. A key program at Sharpstown that benefited from this additional support of the medical staff was The Family Birth Center. This program assisted in growing births to more than 1,400 in 1997.

**Trinity Valley Medical Center, 2900 South Loop 256, Palestine, TX 75801
July 1994 - September 1996**

Position: Chief Operating Officer and Interim CEO

Responsibilities: Directed the day-to-day operations of a 126-bed complete medical surgical hospital which had its own in-patient rehabilitation unit, skilled nursing unit, and home health agency. Directly responsible for all ancillary and support services which included: Cardio-Pulmonary, Radiology, CT, MRI, Laboratory, Dietary, Environmental Services, Pharmacy, Plant Operations, Human Resources, Home Health (20,000 visits per year), Physical Therapy, and a new 8,000 square foot stand alone Outpatient Physical Therapy Center (12,000 visits per year). Also, from January, 1996 - March, 1996 served as interim CEO at Eastmoreland Hospital (100 beds) in Portland, Oregon.

**Medical Care America d/b/a Maynor Eye Center, 120 Governors Dr. Ste 100, Huntsville, AL 35801
December 1992 - July 1994**

Position: Administrator

Responsibilities: Administered the overall operation of a full-service eye surgery center. Responsible for all financial reporting as well as day-to-day operations of the practice. While there, coordinated the expansion and growth of the operation from a closed, anterior segment surgical practice with one location to a multi-discipline practice operating in three locations in northern Alabama and southern Tennessee. During FY93, physician referrals to the center increased 27% over the previous year. Additional responsibilities included physician recruitment, personnel, staff development, and designing and implementing CME seminars for referring physicians.

**Humana Hospital – Huntsville, 911 Big Cove Road, Huntsville, AL 35801
August 1989 - December 1992**

Position: Associate Executive Director

Responsibilities: Supervised the clinical and operational departments of this full-service 323-bed hospital. The departments of responsibility included: Radiology, Nuclear Medicine, Respiratory Therapy, EKG, EEG, Vascular Lab, Physical Therapy, Cardiac Rehab, Environmental Services, Food and Nutritional Services, Laboratory, Sleep Disorders Center, and Pharmacy. Successfully negotiated MRI services for the hospital as well as coordinated a major Radiology refurbishment project. Developed and coordinated the opening of a new comprehensive Outpatient Physical Therapy and Work Hardening Center. Attainment of JCAHO Accreditation with Letter of Commendation.

**Humana Inc. Mid-South Regional Office, 1500 Perimeter Parkway, Ste 310, Huntsville, AL 35803
January 1985 - August 1989**

Position: Regional Director of Marketing and Public Relations

Responsibilities: Supervised and monitored the marketing and public relations activities in the twenty-two hospitals in the region (4,855 beds in five states). Designed and assisted in the writing of the marketing and public relations plans for the hospitals. Designed a system for measuring and evaluating the results of marketing campaigns. Assisted with marketing and public relations activities for the physicians associated with the Centers of Excellence. Responsible for a total marketing budget of \$3 million. Moved to Huntsville in 1987 when the position was transferred from the office in Mobile, Alabama.

**University of South Alabama Medical Center, 2451 Fillingim Street, Mobile, AL 36617
August 1984 - December 1984**

Position: Director of Marketing

Responsibilities: Established a marketing department for this 365-bed not-for-profit teaching hospital. Created and directed marketing campaigns for the USA Medical Center, the College of Medicine, and the Children's and Women's Hospital of South Alabama.

**WALA-TV, P.O. Box 1548, Mobile, AL 36633
September 1980 - August 1984**

Position: Anchor and News Reporter

Responsibilities: Anchored the weeknight evening newscasts for this NBC affiliate. Produced the weekly "Wednesday's Child" segments where special needs children were featured in hopes

of finding them adoptive homes. Produced numerous programs and special news reports on health care and medical related issues.

EDUCATIONAL BACKGROUND

Trinity University, San Antonio, TX; Master of Science Health Care Administration
The University of Alabama, Tuscaloosa, AL; BS in Communications
The University of Georgia, Athens, GA; Henry W. Grady School of Journalism
Valdosta State College, Valdosta, GA

PERSONAL AND PROFESSIONAL ACHIEVEMENTS

Grassroots Champion Award – American Hospital Association
Tenet CEO Circle of Excellence
OrNda's Chief Operating Officer of the Year
Achievement Award – U.S. Department of Health and Human Services
Outstanding Achievement Award – Optimist Club
Silver Eagle Award – Boy Scouts of America
Outstanding Scoutmaster Award – East Texas Area Council
Friends of Scouting Achievement Award – East Texas Area Council
Community Service Award - YMCA
Book of Golden Deeds Award – Exchange Club

ACADEMIC

Adjunct Faculty Baylor University – MBA Program
Adjunct Faculty Baylor University – Dallas Executive MBA Program
Adjunct Faculty Trinity University – MHA Program

MEMBERSHIPS

American Hospital Association Regional Policy Board 7
Texas Hospital Association Board of Trustees
 The Council on Policy Development – Chairman
 Executive Committee - Member
 The Special Task Force on Medicaid Reform
 Ad Hoc Committee on Governance - Member
American College of Healthcare Executives – Fellow
Greater Waco Chamber of Commerce – Past Chairman
Waco Business League Board of Directors
Rotary Club of Waco
Past Board of Governors of the American Federation of Hospitals
 Legislative Committee – American Federation of Hospitals
 Hospital Leadership Committee – American Federation of Hospitals
Highland Baptist Church –Waco
Board of Directors of Pine Cove Christian Camps – Past Chairman
Prosper Waco Board – Member
Restoration Gateway Board – Member
Baylor University Hankamer School of Business Advisory Board – Member
Baylor University Robbins College of Health & Human Services Advisory Board – Member
Baylor University Truett Seminary Advisory Board – Member
Baylor Waco Stadium Authority Board – Member
Texas Association of Volunteer Hospitals Board – Vice Chair
Waco Family Health Center Board - Member

PERSONAL INTERESTS

Family activities, mission trips, working out, traveling, bird hunting, and reading.

PERSONAL INFORMATION

Married to Rhonda Gregory Robinson in 1980. Three children: Joshua, Jacob, and Sarah Kathryn; and two grandchildren: Pierce and Caden.

Thomas I. Stanton
419 Woodfall
Waco, TX 76712
(254) 751-0703

Professional Accomplishments

Executive Committee member of world's largest Christian Communications business, Word, Inc.; an ABC subsidiary

Responsible for the most diversified direct marketing company in the religious industry until my departure to Baylor in 1995.

Recognized corporate problem solver having managed and trained new executives in numerous organizations over a forty year career

Developed strategic plans for rebuilding Baylor University's intercollegiate athletic business as it entered the Big XII Conference

Raised over \$100,000,000 for new facilities and projects for Baylor University

Contracted with WBAP to promote Baylor University Athletics

Brokered Baylor University/Texas State Little League arrangement to relocate Little League to benefit Waco Economic Development

Developed Southwest Conference Expansion and Endowment Campaign for the Texas Sports Hall of Fame

Professional Work Summary

Bernard & Audre Rapoport Foundation
February, 2007 – present

Executive Director, Bernard & Audre Rapoport Foundation

Responsibilities: Manage all aspects of Rapoport Foundation process for philanthropic giving, awarding more than \$21,000,000 since 2007. Additional duties include but are not limited to: reports directly to Board of Trustees, preparation and oversight of annual operating budget, recommend committee chairs for governance oversight, and serve as ex-officio non-voting member on each of the various committees.

Additional responsibilities include but are not limited to: grant submission review, site visits, one on one trustee contact when needed, provide consulting ideas for grant requestors to enhance capacity building, community awareness and involvement, search

for opportunity of meaningful grant initiatives, and assess grant effectiveness, monthly financial statement review and approval for audit firm, check approval, member of investment committee, manage and create appropriate financial and informational reports, set meeting agendas, hire, manage, and evaluate staff, publicity as needed, management and oversight of policy and procedure manuals

Texas Sports Hall of Fame
October, 2004 – February, 2007

President/CEO, Texas Sports Hall of Fame Foundation

Responsibilities: Raise funds and implement \$5,000,000 expansion and endowment campaign statewide to enhance economic development for Waco and solidify financial security for the Texas Sports Hall of Fame.

Develop various marketing programs to enhance visibility for the TSHOF statewide.

Networth Valuations and Consulting
February, 2004 – September, 2004

Chief Operating Officer, Networth Valuations and Consulting

Responsibilities: Manage all operational aspects of a new business startup designed to help business owners find buyers for their companies. Scope of job included marketing, consulting, personnel, finance responsibilities, plus corporate management oversight.

Baylor University
June, 1996 – August, 2003

Athletic Director, Baylor University

Responsibilities: Administrate all aspects of Baylor's 17 intercollegiate sports programs including hiring, budget creation and control, (2003 budget \$24,000,000), Big XII Conference strategic planning, fundraising, vision development to upgrade facilities, student athletic graduation rates, and other duties related to the integration of student athletes within the greater university community. Other duties and projects assigned by President.

Baylor University
March, 1996 – May, 1996

Interim Athletic Director, Baylor University

Responsibilities: Manage the transition of Baylor's Athletic Department from previous administrators. Create a new comprehensive strategic plan for Baylor Athletics. Establish a nationwide network with peer athletic administrators and key industry personnel

Baylor University
July, 1995 – February, 1996

Director, Athletic Marketing and Promotions

Responsibilities: Develop and implement comprehensive strategic plans for the marketing of Baylor Athletics encompassing ticket sales, corporate sales, staff development, radio and television direction, and all related marketing issues affecting revenue generation for the athletic department within the legal framework of Title IX and Gender Equity.

Thomas Nelson Inc.
1992 – June, 1995

President, Nelson/Word Direct
Texas Operations

Responsibilities: Sales and profit responsibilities for three separate companies within Word, Inc. Two direct marketing (mail and telemarketing) companies with revenues of \$19.5 million and profits of \$4.4 million, and one audio/video cassette duplication company with revenues of \$9 million and profits of \$1.1 million.

Sales and profit responsibilities for Canadian and United Kingdom subsidiaries plus Export/Licensing Division. Revenues total \$17.5 million with profits of \$3.0 million.

Administrate all operations aspects of Word, Inc. including Personnel, Management Information Systems, and Product Distribution. Budget responsibilities for operational functions.

Word, Inc. – Subsidiary of American Broadcasting Corp. Diversified Publishing Division

1987 – 1992	Executive Vice-President
1986 – 1987	Executive Vice-President, Finance/Operations
1980 – 1986	Senior Executive Vice-President, Operations
1979 – 1980	Vice-President, Operations
1977 – 1979	Vice-President, Direct Marketing
1975 – 1977	Director, Direct Marketing
1973 – 1975	Director, Telemarketing

Educational Accomplishments

Master of Science-Education, Baylor University 1974

B.B.A 1973 – Management, Marketing – Completed other major requirements for degrees in Education and Physical Education

Personal

Birthdate – 10/12/50

Married 40 years to Kathleen, two sons (Clinton 35, Ryan 30)

School awards – Baylor University Athletic Scholarships 1968 – 1973

Basketball/three letters, Captain

Baseball/two letters, Captain

Abilene Cooper High School Hall of Fame (Prep All-American Basketball – 1968)

Big Country Sports Hall of Fame – Abilene, TX – 2014

Baylor University Hall of Fame - 2005

Interests: Golf, Community, Sports Industry

REFERENCES – AVAILABLE UPON REQUEST

Attachment # 7 Leadership team qualifications

Matthew Polk, PhD, MBA

1516 Austin Avenue · Waco, TX. 76701
(254) 733-0921 matthew@prosperwaco.org

CAREER PROFILE

Non-profit leader with experience in organizational management and strong written and verbal communication skills. Experience in strategic planning, financial oversight, and personnel management.

EDUCATION

- | | |
|---|-------------|
| Baylor University (Waco, Texas)
B.A., Classics and History <ul style="list-style-type: none">• Phi Beta Kappa | 2001 |
| M.A., History <ul style="list-style-type: none">• Guittard Scholar | 2002 |
| Harvard University (Cambridge, Massachusetts)
PhD, History <ul style="list-style-type: none">• Whipple V.N. Jones Scholarship• Dissertation Completion Fellowship | 2008 |
| Baylor University (Waco, TX)
MBA | 2015 |
-

EXPERIENCE

- | | |
|---|---------------------|
| Prosper Waco
Executive Director <ul style="list-style-type: none">• Lead implementation of community-wide collective impact initiative focused on improving Education, Health, and Financial Security outcomes in Waco/McLennan County. Manage a team of 7 and partner with numerous stakeholder organizations to identify collaborative interventions to address shared goals | 2015-present |
| Rapoport Academy Public School – Waco, Texas
Superintendent <ul style="list-style-type: none">• Managed daily operations of four school campuses (780 students, 125 employees); hire employees; build and manage \$6.5 million budget; communicate with stakeholders (parents, community, media); train and evaluate staff; represent school at Texas Charter Schools Association meetings | 2012-2014 |
| Assistant Superintendent <ul style="list-style-type: none">• Achievements include: adopted and implemented new student information system software; developed new academic schedule and curriculum for high school; developed district procedures manual to streamline operations; trained staff in use of software for data-driven decision making; instructional leadership | 2008-2011 |
| Harvard University – Cambridge, Massachusetts
Teaching Fellow <ul style="list-style-type: none">• Responsible for course development, instruction, and student assessment for numerous undergraduate courses in Departments of Classics and History | 2004-2007 |
-

ADDITIONAL

- Grant writing and management experience (Texas Education Agency and private foundations)
- Exceptional communication skills (incl. local media and legislators) and research/presentation skills; elected member of the advocacy committee of the Texas Charter Schools Association; highly proficient with numerous software applications, including school information systems and geographic information systems
- Numerous presentations at professional conferences and meetings, including CEOs for Cities, Texas Association of Community Health Centers, RHP 9, 10 & 18 Learning Collaborative, Texas Charter Schools Association Annual Conference and STEM Education Conference
- Leadership Waco (Greater Waco Chamber) alumnus, Waco Rotary Club member

Robin McDurham, Ed. D.

2220 N. 4th Waco, TX 7708 * (254) 498-6002 * robin.mcdurham@wacoisd.org

Providing Waco's students with opportunities for critical thinking, exploration, and academic excellence through educational leadership for over 16 years

Education and Experience

- Doctorate of Education (Ed.D.) Educational Leadership and Policy Studies, Tarleton State University, 2011
- Master of Science (M.S.) Curriculum and Instruction, Baylor University, 2003
- Secondary Montessori Certification, Early Adolescent Curriculum and Instruction, Houston Montessori Center, 2002
- Bachelors of Science (B.S.) General Studies, emphasis on Speech and Theater Education, Northern Arizona University, 1993

Assistant Superintendent, Waco ISD, 2013 - Current

- Provide leadership for District improvement efforts through the coordination of the Transformation Zone Planning Grant
- Supervise and evaluate the Discipline Alternative Education Program and Juvenile Justice Education Program principals and district leadership in fine arts, homeless and social services, health services, student management, PEIMS and Counseling services, discretionary grants, external partnerships, AVID, pregnancy-related services, and career and technology education.
- Coordinate WISD Sex Education Partnerships Initiative
- Coordinate parent engagement initiatives

Principal, Waco ISD, 2008 - 2013

- Supervised consolidation of WISD's Montessori programs, creating a rigorous and empowering learning environment for more than 750 students in pre-k through 8th grade
- Aligned specialized Montessori curriculum to state standards
- Presented training to campus and district staff in a variety of staff development settings
- Created and implemented a rubric for PDAS domains 5-8 that minimized subjectivity and provided clarification for the *Exceeds Expectations* rating
- Created a campus-specific walk-through system that incorporates peer support as well as formative classroom-level and campus-level data
- Collaborated with Tarleton State University faculty and district administrators to create a plan of action and memorandum of understanding for a PDS partnership between TSU and Lake Air Montessori
- Disaggregated data with staff members to create campus-wide intervention/enrichment plans, including STEM institutes, service learning, tutoring, and mentoring programs
- Served on Waco ISD's Quality District Advisory Committee [QDAC], Policy Advisory Committee, Advanced Academics Advisory Committee, Discipline Review Team, Magnet School Advisory Board, Title 1 Advisory Committee, and the Special Education Advisory Committee

Assistant principal, Waco ISD, 2007 - 2008

Lead teacher/grade level chair, Waco ISD, 2001-2007

Robin McDurham, Ed. D.

2220 N. 4th Waco, TX 7708 * (254) 498-6002 * robin.mcdurham@wacoisd.org

Owner/manager, Monkey Business, 1994 - 2001

- Operated one of Austin's largest corporate event planning and children's entertainment businesses serving Texas companies, including Dell, Seton Hospital, and the City of Austin.
- Voted “Best in Austin” for children’s party services by *Austin Family Magazine* 1996-01
- Recognized as one of Austin’s “Heavy Hitters” by the Business Resource Center of Austin.

Scholarly Research, Publications, and Presentations

- Tarleton State University: *A comparison of academic achievement for seventh and eighth grade students from Montessori and non-Montessori school programs*. 2011 Dissertation
- The Mentoring Strategy: Public Montessori Educators Must Work Together to Meet Demands of Test-Driven System. *Public School Montessorian*; Spring 2005; Issue 67.
- Taking Mentoring to the Next Level with Statewide Collaboration. *Public School Montessorian*; Fall 2004 78, 17-18.
- Identifying Priorities for Success in the Montessori Middle School. *Montessori Life*, v15 n3, Summer 2003.
- National League of Cities (NLC) Congress of Cities 2004 – Presenter: So you don’t run the schools: Partnerships that work.
- Parents for Public Schools National Conference 2011 – Panelist: Characteristics of quality teaching.
- American Montessori Society National Conference 2002 – Presenter: Building successful public Montessori schools; 2008- presenter: Building leadership capacity through student- led peace camps.
- Public Montessori Educators of Texas - Conference Coordinator 2005, 2006; Presenter 2007, 2009, 2011, 2012, 2013, 2016.

Volunteer Community Leadership

- Board of Directors for the Heart of Texas Housing and Finance Corporation, 2004-2014 (Vice President)
- Board of Directors for the Waco Civic Theatre, 2011- 2014 (Vice President)
- Chair of the Education Committee for the Cameron Park Centennial, 2011
- Board of Directors for the National League of Cities Institute for Youth Education and Families, 2004-2010
- City Council Member, 2003-2007; appointed Mayor in 2005 to complete unexpired term of Dr. Mae Jackson.
 - Chair of the housing committee
 - Member of the National League of Cities policy advisory board for NCLB
 - Chair of the Visioning Committee for the 2007 Bond Election

Brittany Michelle Fitz

2611 Arroyo Road, Waco, Texas 76710 | 214-793-7879 | Brittanymf@gmail.com

Education

Doctor of Philosophy in Sociology	Baylor University, August 2016
Master of Arts in Sociology	Baylor University, May 2013
Master of Arts in Church State Studies	J.M. Dawson Institute for Church State Studies Baylor University, August 2011
Bachelor of Arts in Political Science	Baylor University, December 2009

Professional Experience

Prosper Waco, Director of Data and Research
1516 Austin Ave, Waco, Texas 76710

June 2016 - Present

- Maintain community-level indicators by disaggregating large datasets to make the information meaningful to local neighborhoods and organizations. Assisting local organizations in understanding sources of data, means of collecting data, and use of data in developing programs and reporting.
- Facilitate the collection of outcomes data through coaching organizations on data collection with a Results Based Accountability framework.
- Evaluate initiative efforts and partner programs to support continuous learning from data and experiences, so that initiative partners can collectively increase understanding and develop new perspectives, generate new ideas and solutions, and make data driven decisions.
- Provide support for grant opportunities including local and large State and Federal grants.
- Advocated as lead consultant and successful applied to make Waco, Texas a pilot city for the City Health Dashboard. Only four cities across the nation were selected to participate.

Center for Community Research and Development, Part-Time Lecturer & Researcher
Department of Sociology at Baylor University
One Bear Place #97131, Waco, Texas 76798

August 2013 - Present

- Designed, created, and executed research projects regarding client-related data research. Projects were designed and conducted according to the current research practices suggested by the field. Research methods included RDD CATI surveying, focus groups, online surveys, and key-informant interviewing.
- Supervised a team of research analysts. As well as, oversaw and mentored undergraduate research assistants. Those mentored were awarded scholarships based on their work with the CCRD, presented at conferences, and won various awards through Baylor's Undergraduate Research and Scholarly Achievement program.
- Used various statistical programs (including SAS, SPSS, ArcGIS, GeoDa, GeoDaSpace, and R) to analyze data and compile research results into an interpreted and more useful narrative. Provided instruction/tutorials in research policy and procedures and in using statistical software packages.
- Provided analytical, consultative, and technical services to peers in community-based research, both within and outside of the department and university.
- Presented statistical data to separate audiences according to the purpose of the research: academic findings to peers in national and regional meetings and conferences; client-requested research findings to clients and related boards, general community-based findings to the general public and local media.
- Clients included: local college & universities, hospital systems, non-profit organizations, and biomedical researchers

Baylor University: Graduate School, Research Assistant
One Bear Place #97264, Waco, Texas 76798

August 2011 - Present

- Design, advise, and execute numerous research projects geared to determine the state of the Graduate School including the Graduate Entrance Survey, Exit Survey, and Doctorial Alumni Survey.
- Advise on questionnaire construction, survey implementation, methodology, and best-practices.

- Used various statistical programs and data warehouses to analyze data and compile research results into interpret data and create useful narrative for those not familiar with statistical analysis. Used the information gleaned to engage graduate programs and make recommendations based on findings to the Dean of the Graduate School as well as Graduate Program Directors.
- Edited and assisted with the *State of the Graduate School Newsletter* and presentation.

Baylor University: Department of Sociology

One Bear Place #97326, Waco, Texas 76798

August 2011 - Present

Served in a teaching and mentoring capacity for several semesters. Courses taught include:

- Applied Sociology (2013-2018), Part-Time Lecturer
Field experience in applied social research: theory construction, population and sample identification, data collection, statistical analysis, and research report presentation.
- Introduction to Sociology (Fall 2014 & Spring 2015), Teacher of Record & guest lecturing
An introductory survey course including basic concepts in the field of sociology, the relationship of the individual to culture and to the group and major social institutions.
- Social World I (Fall 2011), Teacher of Record; Baylor Interdisciplinary Core
The City and the Soul - Focus on the ancient and medieval traditions of social and political thought up to the modern rejection of those traditions inaugurated by Machiavelli.

Baylor University: Academy for Teaching and Learning, Fellowship

One Bear Place #97189, Waco, Texas 76798

Spring 2014

- Responsible for data collection on various ATL projects including workshops, lectures, and Seminars for Excellence in Teaching by updated and maintaining the ATL database which included survey implementation and data entry.
- Consulted on a committee of Baylor Fellows regarding the activities of the ATL, met with, and was mentored by Baylor Faculty Fellows.

Job Related Training

AEA - Pre-conference Workshop, "Acknowledging the 'Self' in Developing Cultural Competency" | Nov 2017

Clear Impact, Certified Administrator | May 2017

AEA - Pre-conference Workshop, "Evaluating Organizational Collaboration and Networks" | Oct 2016

AEA - Pre-conference Workshop, "Evaluating our Way to Smarter Organizations" | 2017

AAPOR Webinar - Methods for Cross-Cultural Survey Design | Feb 2014

AAPOR Webinar - The Questionnaire Design Pitfalls of Multiple Modes | Nov 2013

AAPOR Webinar - Questionnaire Design r | Oct 2013

AAPOR Webinar - Leveraging New Technologies: What We Know So Far | Dec 2012

AAPOR Webinar - Weighting Approaches for Dual Frame RDD Surveys | Oct 2012

AAPOR Webinar - Using Social Networking Software in Research | April 2012

AAPOR Webinar - Adding Cell Phones to Your Telephone Surveys | Aug 2011

Peer Reviewed Publications & Other

2017 Henderson, Matthew, **Brittany Fitz**, and F. Carson Mencken. Judgmental God Image, Social Embeddedness, and Social Trust among the Highly Religious in the United States. *Journal of Contemporary Religion*.

2015 **Fitz, Brittany**, Larry Lyon, and Robyn Driskell. Why People like Where They Live: Individual- and Community-Level Contributors to Community Satisfaction. *Social Indicators Research*.

2013 Mencken, F. Carson and **Brittany Fitz**. Image of God and Community Volunteering among Religious Adherents in the United States. *Review of Religious Research*.

- 2015 **Fitz, Brittany.** Review of *Religions in Movement: The Local and the Global in Contemporary Faith Traditions*, Edited by Robert Hefner, John Hutchinson, Sara Mels, and Christiane Timmerman (Routledge, 2013). *Journal of Church-State Studies*.
- 2015 Driskell, Robyn and **Brittany Fitz.** 2015. "Ernest W. Burgess," in B. Turner, C. Kyung-Sup, C. Epstein, P. Kivisto, W. Outhwaite, and J.M. Ryan (eds.), *The Encyclopedia of Social Theory*. New York: Wiley-Blackwell, Inc. (1,000 words).

Presentations at Professional Meetings

- 2018 **National League of Cities, Congressional Cities Conference, Washington, DC**
Thriving Cities: Working Towards Comprehensive Approaches to Improve Health & Well-being
- 2018 **Annual Meeting of the Southern Sociological Society, New Orleans, LA**
Navigating the Alt-Ac Track, expert panel
- 2016 **Community Indicators Consortium, Impact Summit, Washington, DC**
Connecting out Community by Focusing the Effort
- 2015 **Annual Meeting of the Southern Sociological Society, New Orleans, LA**
Community Attachment and Ties: Assessing the Eclipse of Community.
- 2014 **Annual Meeting of Southwestern Social Science Association, San Antonio, TX**
Community Satisfaction: Assessing Individual and Community Level Contributors to Domains of Community Satisfaction
- 2014 **Annual Meeting of the Southern Sociological Society, Charlotte, NC**
What Accounts for Community Satisfaction: Individual and Community-Level Contributors
- 2013 **Annual Meeting of the Society for the Scientific Study of Religion, Boston, MA**
Image of God, Embeddedness, and Social Trust
- 2013 **Annual Meeting of Southwestern Social Science Association, New Orleans, LA**
Community and the Effect of Different Types of Social Capital
- 2012 **Annual Meeting of the Southern Association of Institutional Research, Orlando, FL**
Reaching the Student Population: Cell phones versus Email
- 2012 **Annual Meeting of Southwestern Social Science Association, San Diego, CA**
Religion among the Millennial Generation

Professional Memberships and Affiliations

- | | |
|-----------------------------------|--|
| American Evaluators Association | City Health Dashboard Advisory Committee |
| Texas Evaluators Network | Board of Advocates, Mayborn Museum |
| American Sociological Association | |
| Southern Sociological Society | |

Software and Programming

<i>SAS</i>	<i>SPSS</i>	<i>R</i>	<i>WinCATI</i>	<i>Sensus</i>	<i>Qualtrics</i>
<i>ArcGIS</i>	<i>Microsoft Office</i>	<i>La-Tex/BibTex</i>	<i>GeoDa</i>	<i>GeoDaSpace</i>	



Christina Helmick

CONTACT

[P] 703.340.9566
[E] helmickchristinak@gmail.com
[L] Waco, Texas

EDUCATION

Tarleton State University
Master of Business Administration
Expected graduation: Dec. 2019

Baylor University
B.A. Journalism, Public Relations
& New Media
Class of 2014

SKILLS

Adobe Creative Suite
Strategic Planning
Digital Marketing
Event Planning
Hootsuite
Microsoft Office 2016
Salesforce
Mac OS

WORK EXPERIENCE

July 2015 - present **Prosper Waco**
Director of Communication

- Develop and cultivate professional relationships with local companies, community partners and public figures
- Oversee and generate appealing content for social media channels to inform target audiences about initiative efforts
- Responsible for writing and coordinating monthly scripts for the Prosper Waco television show
- Design marketing collateral for a variety of local efforts and initiatives for various target audiences
- Develop and execute annual strategic marketing plan
- Maintain and improve the Prosper Waco website to ensure that visitors have access to the most updated resources
- Spearhead monthly newsletter (2,500 subscribers) through brainstorming and creating engaging and resourceful content for readers
- Spearhead and manage all logistics, event planning, speaker coordination, registration, volunteers and creation of marketing materials for a community-wide annual event that hosted 450 attendees
- In charge of managing and growing media relationships to ensure that initiatives and efforts driven by community partners reach the largest target population possible
- Develop and execute dynamic and creative integrated marketing campaigns that bring awareness to the local community on a variety of vital issues
- Represent Prosper Waco at industry and community events

January - July 2015 **Fourseventy Claim Management**
Marketing Analyst

- Managed corporate social media channels through creating relevant and engaging social media posts for targeted audience
- Created and executed corporate marketing campaigns and strategies aligning with corporate goals and initiatives in coordination with executive vice president
- Ensured data integrity by maintaining and managing business contacts in Salesforce daily
- Coordinated travel arrangements for company partners for various national conferences

Elizabeth Ligawa

1505 ½ Austin Ave. | 254.292.8484 | liz@prosperwaco.org

Education

MASTER OF DIVINITY | AUGUST 2016 | GEORGE W. TRUETT THEOLOGICAL SEMINARY

- Focus: Pastoral Leadership and Ministry

MASTER OF SOCIAL WORK | MAY 2016 | BAYLOR UNIVERSITY

- Field: Community Practice
- Focus: Poverty and Social Justice

BACHELOR OF ARTS | MAY 2003 | BAYLOR UNIVERSITY

- Major: Psychology
- Minor: English

Skills & Abilities

COLLABORATION

- Effectively engage diverse stakeholders for progress toward shared results and values.

POLICY ANALYSIS & RESEARCH

- Investigate and incorporate impact of policy implementation and change on system outcomes and results.

LEADERSHIP

- Encourage multiple roles of leadership among community residents and groups toward effectively advocating for the well-being of communities and underrepresented groups.

Experience

DIRECTOR OF COMMUNITY ENGAGEMENT | PROSPER WACO | AUGUST 2016 TO PRESENT

- Currently serving as Director of Community Engagement with a focus on developing partnerships among sectors, and between community and neighborhood actors toward commitments to community visioning and building.
- Promoting community leadership within Community Engagement Council by defining scope of work of council members to be strategic towards community change, and representative of community interests and values.
- Advancing the benefits of equity and diversity throughout initiative by promoting models, instruments, and applied research opportunities which prioritize, and contribute toward sustained equitable outcomes.

GRADUATE ASSISTANT | BAYLOR UNIVERSITY | JANUARY 2014 TO AUGUST 2016

- Educated and advised seminary students on career planning, and assistance with mentorship guidance as lead staff person in Mentoring Department at Truett Seminary.
- Prepared and conducted educational workshops regarding the Mentoring Program at Truett Seminary to orient seminary students to program, and serve as point of contact for students and faculty members.
- Served as liaison between Truett faculty members, seminary students, and field mentors to facilitate mentoring process, and procedures.

CARE MANAGER | PROVIDENCE HEALTH NETWORK | APRIL 2009 TO APRIL 2013

- Created and executed plans of care for inpatient stay contingent upon patients' level of progress and need.
- Educated and advised patients and family members on current needs, anticipated functional levels, and possible variables affecting current plans through interdisciplinary care plan meetings.
- Arranged extended care services for patient post-discharge including home and outpatient services, equipment referrals, and communication with primary care physicians.

EXECUTIVE ASSISTANTANT; CLAIMS ANALYST | TEXAS LIFE INSURANCE CO. | AUGUST 2003 TO AUGUST 2008

- Monitored and evaluated performance and product distribution among territories, and communicated data by means reports and presentations to Executive team.
- Processed new and pending death claims for accuracy and establishment of eligibility for benefits.
- Collected and processed court documents, vital records, and additional pertinent documents for the evaluation and determination of proper beneficiaries.

Lectures and Presentations

“BECOMING WE: DOING LIFE TOGETHER IN A CITY WITH A SORDID PAST” | JUNE 2017 | WACO, TX

PDI Civic Live Summit; Baylor University

“IMPACT OF RACE ON COMMUNITY ASSETS” | MARCH 2017 | WACO, TX

Community Practice; Baylor University School of Social Work

“CULTURAL ANALYSIS OF MATERNAL MORBIDITY” | FEBRUARY 2017 | WACO, TX

Maternal and Infant Health; Baylor University

“ENGAGING TRUST WHILE INVESTIGATING RACE IN COMMUNITY PRACTICE” | FEBRUARY 2017 | WACO, TX

Advanced Community Practice; Baylor University School of Social Work

“EQUITY IN SYSTEMS” | JANUARY 2017 | WACO, TX

Prosper Waco Board of Trustees Annual Retreat

“THE DEMARCATION OF POLITICAL WILL: ETHICAL CONSIDERATIONS FOR SOCIAL JUSTICE” | MAY 2016 | WACO, TX

Social Work Practitioner Colloquium; Baylor University

JILLIAN JONES

5601 Plantation Drive | Waco, Texas 76708 | 972-822-3175 | jonesjilliankate@gmail.com

EDUCATION

Anticipated graduation: August 2018

Master of Public Administration

University of North Carolina – Chapel Hill, North Carolina

- Specialization: Economic and Community Development
- Completed Coursework: Public Administration Institutions and Values, Professional Communications, Law in Public Administration, Organization Theory, Analysis and Evaluation I, Analysis and Evaluation II, Public Service Leadership, Human Resource Management, Federal Policies and Institutions, Productivity Improvement in Local Government, Grant Writing

Bachelor of Arts, Political Science

August 2013

Baylor University - Waco, Texas

- Major: Political Science / Minor: World Affairs
- GPA: 3.06/4.00 (overall)
- Proficient in Spanish through completing upper-level Spanish coursework and studying abroad for two months in Madrid, Spain during the summer of 2013

EXPERIENCE

Initiative Coordinator

February 2014 - present

Prosper Waco – Waco, Texas

- Coordinate and document all steering committee, working groups, coalition, and board meetings for a collective impact initiative and synthesize and report committee work for committee members and general public
- Creatively and cohesively identify opportunities for collaboration and increased efficiency in community organizing
- Use decisive reasoning and critical thinking for research projects and communications to support committee work
- Plan and coordinate community member and stakeholder engagement events
- Compile, track, and maintain all administrative records pertaining to organizational finances
- Create and maintain corporate notebooks with articles of incorporation and public records
- Compile and synthesize current research pertaining to local and national strategies for community improvement

Substitute Teacher

October 2013 - February 2014

Waco Independent School District – Waco, Texas

- Taught content of various courses in middle and high school settings while teachers were absent

SKILLS & ABILITIES

[Coordination & Communication]

- Skilled in coordination of collaborative partners and community members to achieve consensus and progress
- Able to operate efficiently at a high-level of multi-tasking and work well under stress of multiple deadlines
- Capable of high-level and critical thinking to assist in goal-setting and long-range planning and implementation
- Experienced in small business logistics and financial management (project management, event planning, QuickBooks, etc.) through work with nonprofit organization and maintenance of donor and financial records

Attachment #8 School leader qualifications

JULIE SAPAUGH

112 Pleasant Grove Ln, Waco, TX 76712
Home: 254-776-8600 – Cell: 254-722-3790 – julie.sapaugh@wacoisd.org

PROFESSIONAL SUMMARY

Results driven principal with 28 years administrative expertise in Title One schools. Familiar with district, state, and federal standards and regulations related to academic performance, assessment programs, resource management, and educational practices.

SKILLS

- Student achievement
- Prioritization
- Student and parent relations
- Process improvements
- Academic administration
- Apple Technology integration

WORK HISTORY

08/1987 to 06/1990 **Teacher**

Grapevine-Colleyville ISD – Grapevine, TX

- Instructed up to 22 students individually and in groups
- Set up lesson materials, bulletin board displays and demonstrations.
- Completed training courses to keep up-to-date with new teaching methods and developments in the field and specifically Gifted/Talented education.
- Took part in professional organizations and continuing education courses.

08/1990 to 06/1992 **Assistant Principal**

07/1992 to 06/1997 **Principal**

North Waco Elementary School – Waco, TX

- Monitored student behavior and enforced discipline policies.
- Oversaw administrative functions such as schedule management and protocols for orientation, registration and related activities.
- Administered all facets of personnel policies and procedures, including conception, modification and approval of professional staff additions.
- Defined and enforced student academic achievement standards in line with Waco ISD goals and objectives.
- Developed subject and grade leaders to advance oversight and improve instruction.

- Trained teachers on effective teaching techniques, classroom management strategies and behavior modification.
- Monitored and evaluated educational programs to ensure performance objectives and standards are continuously achieved.
- Performed classroom evaluations to assess teacher strategies and effectiveness.
- Maintained an Acceptable school rating by state standards

07/1997 to 07/2016 **Principal**

Kendrick Elementary School – Waco, TX

- Monitored student behavior and enforced discipline policies.
- Coordinated yearly budget, tracked expenses and documented actions.
- Oversaw administrative functions such as schedule management and protocols for orientation, registration and related activities.
- Administered all facets of personnel policies and procedures, including conception, modification and approval of professional staff additions.
- Modeled expected and appropriate leadership to promote positive interaction with students and families.
- Defined and enforced student academic achievement standards in line with Waco ISD goals and objectives.
- Monitored and evaluated educational programs to ensure performance objectives and standards are continuously achieved.
- Administered standardized tests to evaluate student performance and progress.
- Trained teachers on effective teacher techniques, classroom management strategies and behavior management.
- Obtained and maintained a Met Standard, Recognized, or Exemplary school rating by state standards.

07/2016 to Current **Principal**

J.H. Hines Elementary – Waco, TX

- Monitored student behavior and enforced discipline policies.
- Oversaw administrative functions such as schedule management and protocols for orientation, registration and related activities.
- Defined and enforced student academic achievement standards in line with Waco ISD goals and objectives.
- Established instructional practices driven by statistical performance data.
- Performed diverse human resource activities, including hiring, training, disciplinary and termination in compliance with legal guidelines and requirements.
- Monitored and evaluated educational programs to ensure performance objectives and standards are continuously achieved.

- Collaborated with Grants Offices to develop functional budgets within allocated funds to improve student learning.

EDUCATION

1987

Master of Science: Education
Baylor University – Waco, TX

1986

Bachelor of Science: Elementary Education
Baylor University – Waco, TX

CERTIFICATIONS

- Elementary Education
- ESL
- All level Special Education
- Mid Management
- Superintendent

KARMEN LOGAN



OBJECTIVE

My goal as principal is to continue to create a culture of high expectations for staff and students that enables staff and students to perform at high levels.

EDUCATION

Grand Canyon University, Phoenix, AZ
Master of Education, Educational Administration, December 2009

Baylor University, Waco, TX
Bachelor of Science, Elementary Education, December 1990

CERTIFICATIONS

- ♦Principal EC-12
- ♦Elementary English 1-8
- ♦Master Reading Teacher EC-12
- ♦Elementary Self Contained 1-8

ADMINISTRATIVE EXPERIENCE

Elementary Principal PK-5	Alta Vista Elementary- Waco ISD	July 2014-Present
Elementary Assistant Principal	Various Campuses-Waco ISD	August 2010-June 2014

INSTRUCTIONAL LEADERSHIP EXPERIENCE

Reading Coach	Sul Ross Elementary, Waco ISD	December 2005-June 2010
Prof. Development School Coord.	Sul Ross Elementary, Waco ISD	August 2002- December 2004

TEACHING EXPERIENCE

Title 1 Teacher, K-5	Sul Ross Elementary, Waco ISD	August 1994-June 2002
5 th Grade Self-Contained Teacher	Sul Ross Elementary, Waco ISD	July 1992-June 1994
Junior High English Teacher	University Middle School, Waco ISD	January 1991-June 1992

OTHER EXPERIENCES

- ◆ Mentored and coached novice teachers: provided direction, assisted in planning lessons and facilitating tutoring, classroom management, discipline
- ◆ Conducted grade level content and data meetings with colleagues
- ◆ Improved campus culture with staff and families
- ◆ Performed walk through evaluations
- ◆ Conducted teacher observations and summative teacher evaluations
- ◆ Created growth plans as well as coaching plans to improve teacher performance
- ◆ Evaluated budget by line item for targeted funding and expenditures
- ◆ Established PLCs at Alta Vista Elementary
- ◆ Established triads and teacher-to-teacher observations
- ◆ Low teacher turn-over rate
- ◆ Conducted Campus Decision Making Committee Meetings, Adopt-A-School partner meetings and collaborated with other campus administrators in and outside of the district
- ◆ Chosen as one of 50 reading coaches across the state of Texas to lead reading professional development at the Reading First state conference for two summers
- ◆ Presented professional development at the campus and district level.

REFERENCES

Past Supervisors:

Debbie Sims, Principal- Provident Heights, Waco ISD

2415 Bosque Blvd., TX 76707

(254)750-3930

Debbie.sims@wacoisd.org

Melissa Pritchard, Principal- Mountainview Elementary, Waco ISD

5901 Bishop Dr., Waco, TX 76710

254)772-2520

Melissa.pritchard@wacoisd.org

Current Supervisors:

Yolanda Williams, Asst. Superintendent of School Improvement, Waco ISD

501 Franklin Ave., Waco, TX 76701

(254) 755-9473

yolanda.williams@wacoisd.org

Grace Benson, Interim Executive Director of Elementary Curriculum, Waco ISD

501 Franklin Ave., Waco, TX 76701

(254) 755-9473

grace.benson@wacoisd.org

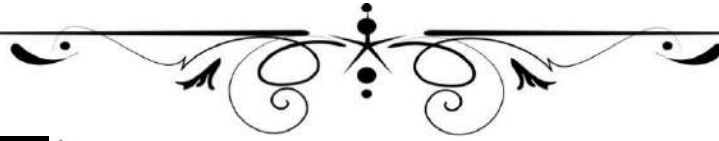
Robin McDurham, Assist. Superintendent of Stud. Services & Family Engagement, Waco ISD

501 Franklin Ave., Waco, TX

76701 (254) 755-9473

robin.mcdurham@wacoisd.org

Sarah Pedrotti



Education

M.ED: Education Administration
Tarleton State University,
(Stephenville, TX) 2008

Bachelor of Science: Education
Baylor University, (Waco, TX) 2005

Professional skills

- Write clearly and concisely
- Provide and ask for feedback
- Cooperate and work well with others
- Handle details
- Meet deadlines; create plans
- Coach teachers and staff

Technical skills

- Manage social media campaigns
- Enhance campus branding through social presence (Facebook & Twitter)
- Google
- MS Word, MS Excel
- Powerpoint, Smore

(254) 855-7361



SarahPedrotti@gmail.com



560 Leuschner Rd
Elm Mott, TX
76640



Work Experience

Principal

Waco ISD / Brook Avenue Elementary / 2015- Current

- Academic Performance:
 - Appraiser under the Texas Teacher Evaluation and Support System
 - Leading campus reforms to raise student achievement.
 - Create a shared vision within the school
- Quality Data to Drive Instruction
 - Facilitate Professional Learning Communities, including ongoing communication of data to for opportunities to make the greatest impact on student learning outcomes.
 - Provide opportunities to share data with individual students
- Leadership Effectiveness
 - Establish and facilitate a school culture that sets learning as the priority for every adult and child.
 - Develop teacher leaders, cultivating leadership in others.
 - Collaborate with members of the leadership team on curriculum, instruction, discipline, classroom management, and teacher support.
 - Maintained campus budget, including local, state and federal funds.
 - Develop and maintain the Texas Title 1 Priority Schools grant, improvement plans, and academic goals
 - Facilitate, write, organize, and maintain the Campus Improvement Plan.
- Increasing Learning Time
 - Plan and Develop Activities for Campus Professional Learning, which led to changes in quality of instructional delivery and aligned to campus goals.
 - Develop coaching plans for teachers that are struggling in academic or behavior areas
- Family/Community Engagement
 - Facilitate school interactions with parents and others in the school community.
 - Maintaining and Updating Campus Facebook page and Twitter page to involve community in campus events and learning.
 - Publish the Bronco Bulletin, a Monthly Parent Involvement Letter
- School Climate
 - Developing a supportive and responsive school climate, meeting the needs of students and teachers.
 - Maintained high visibility and interaction with students, staff, and community
 - Maintained a safe and secure campus
- Teacher Quality
 - Meet with teachers to discuss classroom management, academic and curriculum concerns, and provide support.
 - Conduct 4 campus walkthroughs per week.
 - Responsible for interviewing and hiring all staff.

Assistant Principal

Waco ISD / Dean Highland Elementary / 2014-2015

Instructional Specialist

Waco ISD / Tennyson Middle School / 2012-2014

Teacher

Waco ISD / Bell's Hill Professional Development School / 2005-2012



John Jenkins, Ed.D.

Administrative and Educational Leadership Professional

2217 Washington Avenue, Waco, Texas 76701 Phone: (310) 955-6637 or (830) 743-9119
email: Drjenkins1@gmail.com

QUALIFICATIONS & SPECIFIC SKILLS

- ✓ *Program excellence with 20 years of sound experience with the planning, implementation, and evaluating of various educational programs.*
 - ✓ *Proven abilities in establishing positive rapport and good lines of communication with staff; communicate effectively with team members, directors, and cabinet representatives of educational organizations.*
 - ✓ *Exceptional interpersonal and communication skills with proficiency to promote confidence and build and maintain strategic relationships, while interfacing positively with community and stakeholders of diverse backgrounds.*
 - ✓ *Supervised and evaluated staff, directly and through multiple levels of supervision; as a School Principal, supervised campus staff comprised of 35 to over 150 professional, paraprofessional, and classified personnel.*
- *Program Management/Leadership*
 - *Personnel Education, Training, and Staff Retention Experience*
 - *Administrative Management*
 - *Educational Program Design*
 - *Functions Planning & Management*
 - *Ethics, Conduct, and Morale Focus*
 - *Stakeholder Relationships*
 - *Personnel Hiring Objectives*
 - *Public Relations and Campus Climate Specialist*
 - *Process & Productivity to School-wide Improvement in Numerous Settings*

EDUCATION & CAREER DEVELOPMENT

Texas A & M University at Corpus Christi, Corpus Christi, TX **December 2004**
Doctor of Education, Educational Leadership; Dissertation: Factors Associated with Teacher Burnout in South Texas
 Phi Delta Kappa Honor Society

Texas A & M University at Kingsville, Kingsville, TX **December 2001**
Masters of Education, Educational Administration and Policy Studies

University of Texas at San Antonio, San Antonio, TX **May 1991**
Bachelor of Arts in History and American Studies

Certifications: Texas- Special Education Teacher (K-12), Social Studies (6-12), English as a Second Language (ESL), Principal (K-12), and Superintendent (K-12), California-Social Studies Teaching #130155375, and Administrative Services #140015811

CAREER EXPERIENCE

- | | |
|---|-----------------------|
| Waco Independent School District, Waco, TX
<i>Middle School Principal</i> | 2014 – Present |
| Nexus Metrics Educational Consulting, Los Angeles CA
<i>Consultant</i> | 2013 - 2014 |
| Kingsville Independent School District, Kingsville, TX
<i>High School Principal</i> | 2012 - 2013 |
| San Antonio Independent School District, San Antonio, TX
<i>Director, High School Principal, DAEP Principal, Assistant Principal, Teacher</i> | 1998 - 2012 |
| Concordia University, San Antonio, TX
<i>Adjunct Assistant Professor of Educational Administration</i> | 2008 - 2012 |
| University of Texas at San Antonio, San Antonio, TX
<i>Adjunct Instructor, Department of Educational Leadership and Policy Studies</i> | 2007, 2011 |
| Texas A & M University San Antonio, San Antonio, TX
<i>Adjunct Instructor, Department of Educational Administration</i> | 2005 - 2009 |
| Edgewood Independent School District, San Antonio, TX
<i>Special Education Teacher</i> | 1997 - 1998 |
| United States Army,
<i>Infantry Solider</i> | 1984 -1990 |

Alonzo McAdoo

CAREER OBJECTIVE

I am looking for an opportunity to inspire, motivate, encourage, and teach the youth of today. I would like to obtain a position that would allow me to be a role model and a voice of knowledge to the future leaders of our community.

6508 Coldwater · Waco, TX 76712

(254)-733-4328

alonzo.mcadoo@wacoisd.org

KEY SKILLS

- Building Positive Relationships
- Excellent Communication Skills
- Great ability to bring the best out of all stakeholders
- Instructionally Driven
- Safety first attitude

EDUCATION

TARLETON STATE UNIVERSITY
Waco, TX

Master of Education

Administrative/Principal Certification

Graduation: December 2011
GPA: 3.85

FORT HAYS STATE UNIVERSITY
Hays, KS

Bachelor of Arts in General Studies with an emphasis in History and Education

Graduation: May 2007
GPA: 3.15/4.00

PROFESSIONAL EXPERIENCE

Principal

Waco ISD/Waco, Tx /2014-Current

- Manage daily activities and insure continuous improvement.
- Facilitate various community meetings to work with stakeholders to improve the culture and instruction of the school.
- Monitor and adjusted personal duties in-order to better meet the needs of students.
- Made data-based decisions to help increase student progress

Assistant Principal

Waco ISD/Waco, Tx /2013-2014

- Manage daily activities and insure continuous improvement.
- Administer disciplinary and behavior corrections.
- Made data-based decisions to help increase student progress with Teacher teams & leadership
- Aided in developing curriculum instructional strategies, lesson planning and overseeing classroom activities

8th/7th Grade/Pre-AP History Teacher & Lead Athletics Coach

Waco ISD/Waco, Tx/2012-2013

- Develop and implement daily and unit lesson plans for 6th, 7th, and 8th grade.
- Set rigorous expectations and implement targeted performance goals and objectives aligned with the district's
GPA: 3.15/4.00

CERTIFICATIONS

- Principal, EC-12
(11/30/2020)
- Special Education, EC-12
(11/30/2020)
- Social Studies, 4-8
(11/30/2020)

ACHIEVEMENTS

- Cen-Tex African American Chamber of Commerce Educator of the Year 2015
- Awarded Teacher of the Year, 2011-2012
- Successfully introduced and executed the iCivics program to encourage civic knowledge

PROFESSIONAL EXPERIENCE

8th & 7th Grade History Teacher

Waco ISD/Waco, TX/2008-2012

- Assist on school committees and taskforces that focus on curriculum development, textbook review, and anti-bullying efforts.
- Served as Administrator for school days and athletic events.
- Participate in faculty and parent conferences.

Department Chair, Social Studies

Waco ISD/Waco, TX/2010-2012

- Oversee the development, implementation, and monitoring of the Social Studies Department.
- Supervise activities in the subject area related to the curriculum cycle

REFERENCES

Yolanda Williams,
Assistant Superintended
501 Franklin Ave.
Waco, Texas 76704
254-755-9473
yolanda.williams@wacoisd.org

Janet Joiner,
Instructional Specialist for
G.W. Carver
1601 J.J. Flewellen
Waco, Texas 76704
254-757-0787

Dr. Mary A. Deike,
Education Consultant:
Leadership development &
School transformation
Austin, TX
512-762-9208

Twana Shanta Smith
102 Deerfield Dr.
Waco, TX 76705
(254) 498-1446
Twana.Lee@wacoisd.org

Objective

To provide positive and structured leadership on an elementary campus that focuses on increasing student performance and providing instructional support.

Education

Tarleton State University Stephenville, TX
M. Ed. Educational Administration August 2007 – May 2009

Baylor University, Waco, TX
B.S. Elementary Education January 1997- May 1999

Certificates:

Elementary Self-Contained 1-8
Master Reading Teacher (EC-12)
English as a Second Language Supplement (EC-12)
Principal (EC-12)

Administrative Experience

Principal	South Waco Elementary	June 2013 to Current
Asst. Principal	Hillcrest PDS	August 2011 to June 2013
Asst. Principal	West Avenue Elementary	August 2010 to June 2012
Instructional Specialist	West Avenue Elementary	August 2008 to June 2010
Reading Coach	West Avenue Elementary	August 2004 to June 2008

Attachment # 9 Start-up and five-year operating budget

Attachment 9: 2017-2018 Start-up Budget

	<u>Operations Management</u>
Instructional Leadership:	
Payroll Costs:	
Professional Staff	\$ 56,384
Support Staff	13,536
Employee Benefits	11,047
Professional and Contracted Services	800
Materials and Supplies	8,965
Other Miscellaneous Costs	1,200
Total Instructional Leadership	<u>91,932</u>
General Administration	-
Professional and Contracted Services	500
Other Miscellaneous Costs	500
Total General Administration	<u>1,000</u>
Total General Fund Budget	<u><u>\$ 92,432</u></u>

Attachment 9: 2018-2019 Operating Budget

Instruction:	Operations Management	G.W. Carver Middle School	Indian Spring Middle School	Alta Vista Elementary School	Brook Ave. Elementary School	J.H. Hines Elementary School	South Waco Elementary School	Total Transformation Schools
Payroll Costs:								
Professional Staff	-	\$ 2,003,738	\$ 2,105,983	\$ 1,922,988	\$ 1,375,795	\$ 1,989,674	\$ 2,076,368	\$ 11,474,546
Support Staff	-	165,803	196,431	442,334	304,393	381,892	488,062	1,978,915
Employee Benefits	-	388,592	430,837	476,033	336,158	466,641	510,127	2,608,388
Professional and Contracted Services	-	48,508	72,473	57,622	31,060	69,146	80,738	359,547
Materials and Supplies	-	56,289	39,104	57,078	53,577	52,766	80,886	339,700
Other Miscellaneous Costs	-	9,095	7,295	8,575	11,445	22,425	16,475	75,310
Total Instruction	-	2,672,025	2,852,123	2,964,630	2,112,428	2,982,544	3,252,656	16,836,406
Instructional Resources and Media Services:								
Payroll Costs:								
Professional Staff	-	49,664	49,664	49,664	-	49,664	49,664	248,320
Support Staff	-	-	-	-	21,658	-	-	21,658
Employee Benefits	-	9,132	9,132	9,132	6,469	9,132	9,132	52,129
Materials and Supplies	-	10,000	7,500	11,500	8,500	10,000	21,000	68,500
Other Miscellaneous Costs	-	-	-	75	-	-	-	75
Total Instructional Resources and Media Services	-	68,796	66,296	70,371	36,627	68,796	79,796	390,682
Curriculum and Instructional Staff Development:								
Payroll Costs:								
Professional Staff	-	59,146	88,119	58,914	58,914	58,914	62,414	386,421
Employee Benefits	-	9,994	14,993	10,011	10,011	10,011	10,011	65,031
Professional and Contracted Services	-	46,302	37,000	29,600	33,500	29,400	49,400	225,202
Materials and Supplies	-	500	-	1,600	-	500	1,800	4,400
Other Miscellaneous Costs	-	5,600	1,000	4,775	2,275	3,075	6,550	23,275
Total Curriculum and Instructional Staff Development	-	121,542	141,112	104,900	104,700	101,900	130,175	704,329
Instructional Leadership:								
Payroll Costs:								
Professional Staff	169,151	-	-	-	-	-	-	169,151
Support Staff	40,809	-	-	-	-	-	-	40,809
Employee Benefits	33,142	-	-	-	-	-	-	33,142
Professional and Contracted Services	102,600	-	-	-	-	-	-	102,600
Materials and Supplies	6,514	-	-	-	-	-	-	6,514
Other Miscellaneous Costs	3,000	-	-	-	-	-	-	3,000
Total Instructional Leadership	355,216	-	-	-	-	-	-	355,216
School Leadership:								
Payroll Costs:								
Professional Staff	-	213,260	275,325	150,448	150,598	213,276	150,448	1,153,355
Support Staff	-	97,238	96,838	75,667	74,067	75,167	74,667	493,644
Employee Benefits	-	60,303	70,615	43,358	43,358	53,694	43,358	314,686

Attachment 9: 2018-2019 Operating Budget

	Operations Management	G.W. Carver Middle School	Indian Spring Middle School	Alta Vista Elementary School	Brook Ave. Elementary School	J.H. Hines Elementary School	South Waco Elementary School	Total Transformation Schools
Professional and Contracted Services	-	708	-	1,900	1,100	650	3,200	7,558
Materials and Supplies	-	3,840	3,200	3,700	1,359	4,869	5,784	22,752
Other Miscellaneous Costs	-	5,115	2,285	3,554	1,200	2,600	3,200	17,954
Total School Leadership	-	380,464	448,263	278,627	271,682	350,256	280,657	2,009,949
Guidance, Counseling, and Evaluation Services:								
Payroll Costs:								
Professional Staff	-	124,824	125,124	56,736	56,736	56,736	56,736	476,892
Employee Benefits	-	20,687	20,687	9,805	9,805	9,805	9,805	80,594
Professional and Contracted Services	-	43,217	27,713	12,542	10,809	38,290	54,852	187,423
Materials and Supplies	-	200	300	400	500	300	500	2,200
Other Miscellaneous Costs	-	-	-	300	-	-	-	300
Total Guidance, Counseling, and Evaluation Services	-	188,928	173,824	79,783	77,850	105,131	121,893	747,409
Social Work Services:								
Payroll Costs:								
Professional Staff	-	-	102,668	-	-	-	-	102,668
Support Staff	-	21,964	-	-	-	-	-	21,964
Employee Benefits	-	6,479	18,581	-	-	-	-	25,060
Other Miscellaneous Costs	-	500	-	-	-	-	-	500
Total Social Work Services	-	28,943	121,249	-	-	-	-	150,192
Health Services:								
Payroll Costs:								
Professional Staff	-	-	-	-	-	-	59,801	59,801
Support Staff	-	29,318	29,268	32,155	31,755	33,055	-	155,551
Employee Benefits	-	7,159	7,159	7,420	7,420	7,420	9,858	46,436
Professional and Contracted Services	-	-	-	-	-	100	100	200
Materials and Supplies	-	900	300	600	500	500	800	3,600
Total Health Services	-	37,377	36,727	40,175	39,675	41,075	70,559	265,588
Extracurricular Activities:								
Payroll Costs:								
Professional Staff	-	52,020	52,950	-	-	-	-	104,970
Support Staff	-	4,320	-	-	-	-	-	4,320
Employee Benefits	-	4,925	4,804	-	-	-	-	9,729
Professional and Contracted Services	-	8,250	8,250	-	-	-	-	16,500
Materials and Supplies	-	21,700	13,634	-	-	-	-	35,334
Other Miscellaneous Costs	-	36,155	33,025	-	-	-	-	69,180
Total Extracurricular Activities	-	127,370	112,663	-	-	-	-	240,033

Attachment 9: 2018-2019 Operating Budget

	Operations Management	G.W. Carver Middle School	Indian Spring Middle School	Alta Vista Elementary School	Brook Ave. Elementary School	J.H. Hines Elementary School	South Waco Elementary School	Total Transformation Schools
General Administration								
Professional and Contracted Services	31,000	-	-	-	-	-	-	31,000
Other Miscellaneous Costs	2,000	-	-	-	-	-	-	2,000
Total General Administration	33,000	-	-	-	-	-	-	33,000
Plant Maintenance and Operations:								
Payroll Costs:								
Support Staff	-	120,484	139,074	70,366	70,066	90,764	90,364	581,118
Employee Benefits	-	19,991	44,007	19,786	19,786	26,116	26,116	155,802
Materials and Supplies	-	12,000	16,000	10,150	8,335	15,330	11,675	73,490
Total Plant Maintenance and Operations	-	152,475	199,081	100,302	98,187	132,210	128,155	810,410
Security and Monitoring Services:								
Payroll Costs:								
Support Staff	-	150	-	-	-	-	-	150
Total Security and Monitoring Services	-	150	-	-	-	-	-	150
Community Services:								
Professional and Contracted Services	-	31,000	31,000	-	31,000	-	-	93,000
Total Community Services	-	31,000	31,000	-	31,000	-	-	93,000
Payments to Juvenile Justice Alternative Education Pgm:								
Other Miscellaneous Costs	-	17,000	17,000	-	-	-	-	34,000
Total Payments Juvenile Justice Alternative Educatn Pgm	-	17,000	17,000	-	-	-	-	34,000
Total General Fund Budget	\$ 388,216	\$ 3,826,070	\$ 4,199,338	\$ 3,638,788	\$ 2,772,149	\$ 3,781,912	\$ 4,063,891	\$ 22,670,364

Attachment # 10 Financial plan narrative

Attachment 10: Transformation Zone Schools - Revenue Assumptions for 2018-2019

	<u>Charter</u>
Tier I Funding Factors:	
Basic Allotment (BA) (used to compute ABA and WADA)	\$ 5,089
Adjusted Basic Allotment (ABA) (used to calculate WADA)	\$ 5,376
Adjusted Allotment (AA) (used to calculate Tier I allotments)	\$ 6,522
Tier II Funding Factors:	
Tier II, Golden Penny DTR (Calculated)	\$ 0.0570
Tier II, Copper Penny DTR (Calculated)	\$ 0.0446
Existing Debt Allotment (Chapter 12):	
Existing Debt Allotment DTR (Chapter 12)	\$ 193,475,100
Existing Debt Allotment DTR (Chapter 12, capped)	\$ 60,000,000
	\$ 0.1995
	\$ 0.0619

Attachment 10: Transformation Zone Schools - Revenue Assumptions for 2018-2019

	Transformation Schools Projections:						Total	
	Weights	G.W. Carver Middle School	Indian Spring Middle School	Alta Vista Elementary School	Brook Ave. Elementary School	J.H. Hines Elementary School		South Waco Elementary School
Enrollment		477,000	547,000	498,000	372,000	503,000	517,000	2,914,000
Average Daily Attendance (ADA)		457,456	493,902	440,484	330,779	453,965	470,667	2,647,253
Regular Program ADA	1.00	442,987	484,744	437,645	327,474	441,426	452,853	2,587,129
Special Education Full-time Equivalents (FTEs):								
Homebound	5.00	0.227	-	-	-	-	-	0.227
Hospital Class	3.00	-	-	-	-	-	-	-
Speech Therapy	5.00	0.649	0.742	0.727	0.690	0.902	1.936	5.646
Resource Room	3.00	8.793	3.629	2.112	2.583	4.773	6.418	28.308
Self Contained	3.00	4.800	4.787	-	0.032	6.327	9.461	25.407
Off Home Campus	2.70	-	-	-	-	-	-	-
Vocational Adjustment Class	2.30	-	-	-	-	-	-	-
State Schools	2.80	-	-	-	-	-	-	-
Residential Care & Treatment	4.00	-	-	-	-	0.537	-	0.537
Total FTEs		14,469	9,158	2,839	3,305	12,539	17,815	60,125
Total Special Education Weighted FTEs		45,159	28,958	9,971	11,295	39,958	57,317	192,658
Non Public Contracts	1.70	-	-	-	-	-	-	-
Mainstream ADA	1.10	10,194	21,389	12,162	10,685	9,000	16,560	79,990
Career & Technical FTEs	1.35	-	-	-	-	-	-	-
Gifted & Talented ADA	0.12	22,873	24,695	22,024	16,539	22,698	23,533	132,362
State Compensatory Education FTEs	0.20	437,227	523,498	472,255	352,503	474,343	497,649	2,757,475
Pregnancy Related Services FTEs	2.41	-	-	-	-	-	-	-
Bilingual & English as a Second Language (ESL) ADA	0.10	87,227	116,497	104,258	102,543	21,186	48,540	480,251
Tier I Allotments:								
Regular Program Allotment		\$ 2,889,161	\$ 3,161,500	\$ 2,854,321	\$ 2,135,785	\$ 2,878,980	\$ 2,953,507	\$ 16,873,254
Special Education Allotment		367,661	342,313	152,283	150,322	325,174	492,626	1,830,380
Career & Technical Education Allotment		-	-	-	-	-	-	-
Gifted & Talented Allotment		17,901	19,327	17,237	12,944	17,764	18,418	103,591
State Compensatory Education Allotment		570,319	682,851	616,009	459,805	618,733	649,133	3,596,850
Bilingual & ESL Allotment		56,889	75,979	67,997	66,879	13,818	31,658	313,220
Total Tier I Allotments		\$ 3,901,931	\$ 4,281,970	\$ 3,707,848	\$ 2,825,735	\$ 3,854,469	\$ 4,143,343	\$ 22,717,295
Tier II Allotments:								
Weighted Average Daily Attendance (WADA)		746,272	818,957	709,152	540,442	737,194	792,826	4,344,844
WADA to ADA Ratio		1.631	1.658	1.610	1.634	1.624	1.684	1.641
Tier II, Austin Yield Entitlement	99.41	\$ 422,865	\$ 464,051	\$ 401,832	\$ 306,234	\$ 417,722	\$ 449,245	\$ 2,461,949
Tier II, Copper Yield Entitlement	31.95	\$ 106,342	\$ 116,699	\$ 101,052	\$ 77,011	\$ 105,048	\$ 112,975	\$ 619,127
Total Tier II Allotments		\$ 529,207	\$ 580,750	\$ 502,884	\$ 383,246	\$ 522,770	\$ 562,220	\$ 3,081,076
Charter School Facilities Allotment Under Chptr 12	\$	\$ 105,567	\$ 113,977	\$ 101,650	\$ 76,334	\$ 104,761	\$ 108,615	\$ 610,905
Total Entitlement (No Local or State Share Considered)	37.30	\$ 4,536,704	\$ 4,976,698	\$ 4,312,382	\$ 3,285,315	\$ 4,482,000	\$ 4,816,178	\$ 26,409,276
Administrative Services	14.15%	(641,944)	(704,203)	(610,202)	(464,872)	(634,203)	(681,489)	(3,736,913)
Operations Management - annual operating	1.47%	(66,690)	(73,157)	(63,392)	(48,294)	(65,885)	(70,798)	(388,216)
Net Entitlement (No Local or State Share Considered)		\$ 3,828,070	\$ 4,199,338	\$ 3,638,788	\$ 2,772,149	\$ 3,781,912	\$ 4,063,891	\$ 22,284,147

Attachment 10: Staffing Levels - Operations Management

	6119/6129	6116	District Paid Benefits							Total
			6141	6142	6143	6145	6144/6146	6144/6146	6144/6146	
Pay Rate	Salary	Stipend*	Medicare	Health Ins	WCI	UCI	TRS	TRS	TRS	Total
Executive Director of School Transformation	108,840	-	1,578	4,410	470	82	8,197	8,197	8,197	123,577
Instructional Data Evaluation Specialist	60,311	-	875	4,410	261	45	4,533	4,533	4,533	70,435
Administrative Assistant	40,309	-	592	4,410	176	31	3,072	3,072	3,072	49,090
Total School Leadership	209,960	-	3,045	13,230	907	158	15,802	15,802	15,802	243,102
Total General Fund	209,960	-	3,045	13,230	907	158	15,802	15,802	15,802	243,102

Attachment 10: Staffing Levels - G.W. Carver Middle School

Staff	Pay Rate	6119/6129 Salary	6116 Stipend*	District Paid Benefits					Total
				6141 Medicare	6142 Health Ins	6143 WCI	6145 UCI	6144/6146 TRS	
Classroom Teachers:									
25.00	47,591	1,189,775	90,000	18,557	110,250	5,529	960	96,623	1,511,694
1.00	50,802	50,802	-	737	4,410	219	38	3,836	60,042
2.00	48,237	96,474	-	1,399	8,820	417	72	7,284	114,466
Fine Arts:									
1.00	49,701	49,701	-	721	4,410	215	37	3,752	58,836
1.00	46,733	46,733	-	678	4,410	202	35	3,528	55,586
1.00	46,926	46,926	-	680	4,410	203	35	3,543	55,797
2.00	47,591	95,182	-	1,380	8,820	411	71	7,186	113,050
33.00		1,575,593	90,000	24,152	145,530	7,196	1,248	125,752	1,969,471
Regular Education Aides:									
2.00	20,869	41,738	-	605	8,820	180	31	3,151	54,525
1.00	20,854	20,854	-	302	4,410	90	16	1,574	27,246
3.00		62,592	-	907	13,230	270	47	4,725	81,771
		1,638,185	90,000	25,059	158,760	7,466	1,295	130,477	2,051,242
Supplemental Special Programs Staff:									
Gifted and Talented:									
0.50	48,237	24,119	-	350	2,205	104	18	1,821	28,617
Special Education:									
Resource/Inclusion:									
1.00	50,537	50,537	-	733	4,410	218	38	3,816	59,752
Self-contained:									
1.00	48,717	48,717	3,000	750	4,410	223	39	3,905	61,044
1.00	20,854	20,854	500	310	4,410	92	16	1,612	27,794
1.00	48,717	48,717	2,000	735	4,410	219	38	3,829	59,948
		168,825	5,500	2,528	17,640	752	131	13,162	208,538
Compensatory Education:									
4.00									
1.00	59,769	59,769	-	867	4,410	258	45	4,513	69,862
1.00	47,591	47,591	-	690	4,410	206	36	3,593	56,526
2.00	20,854	41,708	-	605	8,820	180	31	3,149	54,493
1.00	58,746	58,746	-	852	4,410	254	44	4,435	68,741
		207,814	-	3,014	22,050	898	156	15,690	249,622
Bilingual Education:									
1.00	1,000	-	2,000	29	-	9	2	151	2,191
	20,854	20,854	-	302	4,410	90	16	1,574	27,246
		20,854	2,000	331	4,410	99	18	1,725	29,437
		421,612	7,500	6,223	46,305	1,853	323	32,398	516,214

Attachment 10: Staffing Levels - G.W. Carver Middle School

Total Instructional Staff		2,059,797	97,500	31,282	205,065	9,319	1,618	162,875	2,567,456
Other Non-instructional Staff:									
1.00	Librarian, certified	49,664	-	720	4,410	215	37	3,750	58,796
Total Resource and Media Services		49,664	-	720	4,410	215	37	3,750	58,796
1.00	Principal	89,130	-	1,292	4,410	385	67	6,729	102,013
2.00	Assistant Principal	124,130	-	1,800	8,820	536	93	9,372	144,751
1.00	Secretary	28,603	-	415	4,410	124	21	2,160	35,733
2.00	PEIMS Specialist	48,272	-	700	8,820	209	36	3,645	61,682
1.00	Clerk	19,463	-	282	4,410	84	15	1,469	25,723
Total School Leadership		309,598	-	4,489	30,870	1,338	232	23,375	369,902
2.00	Counselor	124,824	-	1,810	8,820	539	94	9,424	145,511
1.00	Parent-Campus Liaison	21,764	-	316	4,410	94	16	1,643	28,243
1.00	Licensed Vocational Nurse	28,918	-	419	4,410	125	22	2,183	36,077
Total Health Services		28,918	-	419	4,410	125	22	2,183	36,077
Athletics:									
	Coaching Stipends	Various	-	43,050	624	-	186	32	47,142
Fine Arts:									
	Director Stipends	Various	-	8,750	127	-	38	7	9,583
Total Extracurricular Activities		-	51,800	751	-	224	39	3,911	56,725
1.00	Custodian, Head Elementary	26,154	-	379	4,410	113	20	1,975	33,051
1.00	Custodian, Lead Elementary	20,290	-	294	4,410	88	15	1,532	26,629
4.00	Custodian	71,440	-	1,036	17,640	309	54	5,394	95,873
Total Custodial Services		117,884	-	1,709	26,460	510	89	8,901	155,553
Total General Fund		2,712,449	149,300	41,496	284,445	12,364	2,147	216,062	3,418,263
Entitlement Funds:									
Title I, Improving Basic Programs:									
2.00	Instructional Specialist	58,746	-	1,704	8,820	508	88	8,871	137,483
Total Title I, Improving Basic Pgms		58,746	-	1,704	8,820	508	88	8,871	137,483
IDEA, Part B, Formula:									
1.00	Aide, BASE	20,854	-	302	4,410	90	16	1,574	27,246
1.00	Aide, Functional Academics	20,854	-	302	4,410	90	16	1,574	27,246
Total IDEA, Part B, Formula		41,708	-	604	8,820	180	32	3,148	54,492

Attachment 10: Staffing Levels - Indian Spring Middle School

	Staff	Pay Rate	6119/6129		6116	District Paid Benefits					Total	
			Salary	Stipend*		6141	6142	6143	6145	6144/6146		
Classroom Teachers:												
General Education (24:1)	29.00	47,591	1,380,139	100,000	21,462	127,890	6,394	1,110	111,750	1,748,745		
Dyslexia	1.00	50,802	50,802	-	737	4,410	219	38	3,836	60,042		
Reading	1.00	48,237	48,237	-	699	4,410	208	36	3,642	57,232		
Fine Arts:												
Band	1.00	49,701	49,701	-	721	4,410	215	37	3,752	58,836		
Band, Assistant	1.00	46,733	46,733	-	678	4,410	202	35	3,528	55,586		
Choir	1.00	46,926	46,926	-	680	4,410	203	35	3,543	55,797		
Physical Education	2.00	47,591	95,182	-	1,380	8,820	411	71	7,186	113,050		
Total Classroom Teachers	36.00		1,717,720	100,000	26,357	158,760	7,852	1,362	137,237	2,149,288		
Regular Education Aides:												
Aide, Instructional	3.00	20,869	62,607	-	908	13,230	270	47	4,727	81,789		
Aide, In-school-suspension (ISS)	1.00	20,854	20,854	-	302	4,410	90	16	1,574	27,246		
Total Regular Education Aides	4.00		83,461	-	1,210	17,640	360	63	6,301	109,035		
			1,801,181	100,000	27,567	176,400	8,212	1,425	143,538	2,258,323		
Supplemental Special Programs Staff:												
Gifted and Talented:												
Teacher, Young Scholars Program	0.50	48,237	24,119	-	350	2,205	104	18	1,821	28,617		
Special Education:												
Resource/Inclusion:												
Teacher	2.00	50,537	101,074	-	1,466	8,820	437	76	7,631	119,504		
Self-contained:												
Teacher, Functional Academics	1.00	48,717	48,717	2,000	735	4,410	219	38	3,829	59,948		
Aide, Functional Academics	1.00	20,854	20,854	500	310	4,410	92	16	1,612	27,794		
Total Special Education			170,645	2,500	2,511	17,640	748	130	13,072	207,246		
Compensatory Education:												
Behavior Management FTEs:												
Teacher, Behavior Support	1.00	46,700	46,700	-	677	4,410	202	35	3,526	55,550		
Aide, Behavior Support	2.00	20,854	41,708	-	605	8,820	180	31	3,149	54,493		
Instructional Specialist	1.50	58,746	88,119	-	1,278	6,615	381	66	6,653	103,112		
Social Worker, Parent-Community	2.00	51,334	102,668	-	1,489	8,820	444	77	7,751	121,249		
Total Compensatory Education			279,195	-	4,049	28,665	1,207	209	21,079	334,404		

Attachment 10: Staffing Levels - Indian Spring Middle School

Bilingual Education:										
ESL, Only Stipends	1,000	-	3,000	44	-	13	2	227	3,286	
Aide, Instructional, ESL	20,854	41,708	-	605	8,820	180	31	3,149	54,493	
Total Bilingual Education		41,708	3,000	649	8,820	193	33	3,376	57,779	
Total Supplemental Special Pgms Staff		515,667	5,500	7,559	57,330	2,252	390	39,348	628,046	
Total Instructional Staff		2,316,848	105,500	35,126	233,730	10,464	1,815	182,886	2,886,369	
Other Non-instructional Staff:										
Librarian, certified	1.00	49,664	-	720	4,410	215	37	3,750	58,796	
Total Resource and Media Services		49,664	-	720	4,410	215	37	3,750	58,796	
Principal	1.00	89,130	-	1,292	4,410	385	67	6,729	102,013	
Assistant Principal	3.00	62,065	-	2,700	13,230	804	140	14,058	217,127	
Secretary	1.00	28,603	-	415	4,410	124	21	2,160	35,733	
PEIMS Specialist	2.00	24,136	-	700	8,820	209	36	3,645	61,682	
Clerk	1.00	19,463	-	282	4,410	84	15	1,469	25,723	
Total School Leadership		371,663	-	5,389	35,280	1,606	279	28,061	442,278	
Counselor	2.00	62,412	-	1,810	8,820	539	94	9,424	145,511	
Licensed Vocational Nurse	1.00	28,918	-	419	4,410	125	22	2,183	36,077	
Total Health Services		28,918	-	419	4,410	125	22	2,183	36,077	
Athletics:										
Coaching Stipends	Various	-	43,050	624	-	186	32	3,250	47,142	
Fine Arts:										
Director Stipends	Various	-	9,900	144	-	43	7	747	10,841	
Total Extracurricular Activities		-	52,950	768	-	229	39	3,997	57,983	
Custodian, Head Elementary	1.00	26,154	-	379	4,410	113	20	1,975	33,051	
Custodian, Lead Elementary	2.00	20,290	-	588	8,820	175	30	3,064	53,257	
Custodian	4.00	17,860	-	1,036	17,640	309	54	5,394	95,873	
Total Custodial Services		138,174	-	2,003	30,870	597	104	10,433	182,181	
Total General Fund		3,030,091	158,450	46,235	317,520	13,775	2,390	240,734	3,809,195	
Entitlement Funds:										
Title I, Improving Basic Programs:										
Instructional Specialist	0.50	58,746	-	426	2,205	127	22	2,218	34,371	
Aide, Behavior Support	2.00	20,854	-	605	8,820	180	31	3,149	54,493	
Aide, Instructional Support	2.00	20,869	-	605	8,820	180	31	3,151	54,525	
Total Title I, Improving Basic Pgms		58,746	-	426	2,205	127	22	2,218	34,371	
IDEA, Part B, Formula:										
Aide, Inclusion	3.00	20,854	-	907	13,230	270	47	4,723	81,739	
Total IDEA, Part B, Formula		20,854	-	907	13,230	270	47	4,723	81,739	

Attachment 10: Staffing Levels - Alta Vista Elementary School

	Total		Bilingual/ESL		Regular		District Paid Benefits								
	Staff	Students	Staff	Students	Staff	Students	6119/6129	6116	6141	6142	6143	6145	6144/6146	Total	
	Pay Rate	Salary	Stipend*	Medicare	Health Ins	WCI	UCI	TRS							Total
Classroom Teachers:															
Prekindergarten, 3 year olds	48,513	48,513	-	703	4,410	210	36	3,663						57,535	
Prekindergarten, 4 year olds	48,513	194,052	-	2,814	17,640	838	146	14,651						230,141	
Total Prekindergarten Teachers		242,565	-	3,517	22,050	1,048	182	18,314						287,676	
Kindergarten	48,513	194,052	-	2,814	17,640	838	146	14,651						230,141	
Grade 1	48,513	194,052	-	2,814	17,640	838	146	14,651						230,141	
Grade 2	48,513	194,052	-	2,814	17,640	838	146	14,651						230,141	
Grade 3	48,513	194,052	20,000	3,104	17,640	925	161	16,161						252,043	
Grade 4	48,513	194,052	20,000	3,104	17,640	925	161	16,161						252,043	
Grade 5	48,513	145,539	15,000	2,328	13,230	694	120	12,121						189,032	
Total Kindergarten - Grade 5 Teachers		1,115,799	55,000	16,978	101,430	5,058	880	88,396						1,383,541	
Total Classroom Teachers		1,358,364	55,000	20,495	123,480	6,106	1,062	106,710						1,671,217	
Supplemental Regular Education Teachers:															
Dyslexia/Intensive Reading	50,802	50,802	-	737	4,410	219	38	3,836						60,042	
Fine Arts	48,513	97,026	-	1,407	8,820	419	73	7,325						115,070	
Physical Education	48,513	48,513	-	703	4,410	210	36	3,663						57,535	
Total Teachers		1,554,705	55,000	23,342	141,120	6,954	1,209	121,534						1,903,864	
Regular Education Aides:															
Classroom Aides:															
Prekindergarten/Kindergarten:															
Prekindergarten	20,914	104,570	-	1,516	22,050	452	78	7,895						136,561	
Kindergarten	20,914	83,656	-	1,213	17,640	361	63	6,316						109,249	
Literacy:															
Grade 1	20,914	41,828	-	607	8,820	181	31	3,158						54,625	
Grade 2	20,914	41,828	-	607	8,820	181	31	3,158						54,625	
Physical Education	20,914	20,914	-	303	4,410	90	16	1,579						27,312	
Aide, In-school-suspension (ISS)	20,914	20,914	-	303	4,410	90	16	1,579						27,312	
Total Regular Education Aides, K-5		209,140	-	3,033	44,100	903	157	15,790						273,123	
Total Regular Education Aides		313,710	-	4,549	66,150	1,355	235	23,685						409,684	
Total Regular Education*		1,868,415	55,000	27,891	207,270	8,309	1,444	145,219						2,313,548	
Supplemental Special Programs Staff:															
Gifted and Talented:															
Teacher	48,513	14,554	-	211	1,323	63	11	1,099						17,261	
Special Education:															
Resource/Inclusion:															
Teacher	48,513	48,513	2,000	732	4,410	218	38	3,814						59,725	
Aide	20,914	20,914	500	311	4,410	93	16	1,617						27,861	
Total Special Education		69,427	2,500	1,043	8,820	311	54	5,431						87,586	
Compensatory Education:															
Behavior Management FTEs:															
Teacher, Behavior Support	48,513	48,513	-	703	4,410	210	36	3,663						57,535	
Aide, Behavior Support	20,914	83,656	-	1,213	17,640	361	63	6,316						109,249	

Attachment 10: Staffing Levels - Brook Avenue Elementary School

	Total		Bilingual		Regular		District Paid Benefits							Total
	Students	Staff	Students	Staff	Students	Staff	6119/6129 Salary	6116 Stipend*	6141 Medicare	Health Ins	6143 WCI	6145 UCI	6144/6146 TRS	
Classroom Teachers:														
Prekindergarten, 3 year olds	18	1.00	18	1.00	0	0.00	48,513	-	703	4,410	210	36	3,663	57,535
Prekindergarten, 4 year olds	35	2.00	18	1.00	17	1.00	48,513	-	1,407	8,820	419	73	7,325	115,070
Total Prekindergarten Teachers	53	3.00	36	2.00	17	1.00	145,539	-	2,110	13,230	629	109	10,988	172,605
Kindergarten	66	3.00	22	1.00	44	2.00	48,513	-	2,110	13,230	629	109	10,988	172,605
Grade 1	67	3.00	12	0.00	67	3.00	48,513	-	2,110	13,230	629	109	10,988	172,605
Grade 2	57	3.00	20	1.00	37	2.00	48,513	-	2,110	13,230	629	109	10,988	172,605
Grade 3	54	3.00	16	1.00	38	2.00	48,513	15,000	2,328	13,230	694	120	12,121	189,032
Grade 4	45	2.00	16	0.00	45	2.00	48,513	10,000	1,552	8,820	462	80	8,080	126,020
Grade 5	61	3.00	19	1.00	42	2.00	48,513	15,000	2,328	13,230	694	120	12,121	189,032
Total Kindergarten - Grade 5 Teachers	350	17.00	105	4.00	273	13.00	824,721	40,000	12,538	74,970	3,737	647	65,286	1,021,899
Total Classroom Teachers	456	23.00	177	8.00	307	15.00	970,260	40,000	14,648	88,200	4,366	756	76,274	1,194,504
Supplemental Regular Education Teachers:														
Dyslexia/Intensive Reading	1.00						48,513	-	703	4,410	210	36	3,663	57,535
Fine Arts	1.00						48,513	-	703	4,410	210	36	3,663	57,535
Physical Education	1.00						48,513	-	703	4,410	210	36	3,663	57,535
Total Teachers	26.00						1,115,799	40,000	16,757	101,430	4,996	864	87,263	1,367,109
Regular Education Aides:														
Classroom Aides:														
Prekindergarten/Kindergarten:														
Prekindergarten	3.00		2.00		1.00		20,914	-	910	13,230	271	47	4,737	81,937
Kindergarten	3.00		1.00		2.00		20,914	-	910	13,230	271	47	4,737	81,937
Literacy:														
Grade 1	1.50		0.00		1.50		20,914	-	455	6,615	136	24	2,369	40,970
Grade 2	1.00		0.00		1.00		20,914	-	303	4,410	90	16	1,579	27,312
Physical Education	1.00						20,914	-	303	4,410	90	16	1,579	27,312
Aide, In-school-suspension (ISS)	1.00						20,914	-	303	4,410	90	16	1,579	27,312
Total Regular Education Aides, K-5							156,855	-	2,274	33,075	677	119	11,843	204,843
Total Regular Education Aides							219,597	-	3,184	46,305	948	166	16,580	286,780
Total Regular Education*							1,335,396	40,000	19,941	147,735	5,944	1,030	103,843	1,653,889
Supplemental Special Programs Staff:														
Gifted and Talented:														
Teacher	9	0.20					48,513	-	141	882	42	7	733	11,508
Special Education:														
Resource/Inclusion:														
Teacher	1.00						48,513	2,000	732	4,410	218	38	3,814	59,725
Aide	1.00						20,914	500	311	4,410	93	16	1,617	27,861
Total Special Education							69,427	2,500	1,043	8,820	311	54	5,431	87,586
Compensatory Education:														
Behavior Management FTEs:	4.00													
Teacher, Behavior Support	1.00						48,513	-	703	4,410	210	36	3,663	57,535
Aide, Behavior Support	2.00						20,914	-	607	8,820	181	31	3,158	54,625
Total Behavior Management							90,341	-	1,310	13,230	391	67	6,821	112,160
Teacher, Supplemental Instruction	1.00						48,513	-	703	4,410	210	36	3,663	57,535

Attachment 10: Staffing Levels - Brook Avenue Elementary School

Coach, Reading	1.00	58,914	-	854	4,410	255	44	4,448	68,925
Total Compensatory Education		197,768	-	2,867	22,050	856	147	14,932	238,620
Bilingual Education:									
Bilingual Stipends	4,500	-	27,000	392	-	117	20	2,039	29,568
ESL, Only Stipends	1,000	-	-	-	-	-	-	-	-
Aide, Instructional, ESL	20,854	20,854	-	302	4,410	90	16	1,574	27,246
Total Bilingual Education		20,854	27,000	694	4,410	207	36	3,613	56,814
Total Supplemental Special Pgms Staff		297,752	29,500	4,745	36,162	1,416	244	24,709	394,528
Total Instructional Staff		1,633,148	69,500	24,686	183,897	7,360	1,274	128,552	2,048,417
Other Non-instructional Staff:									
Media Resources Aide	1.00	21,658	-	314	4,410	94	16	1,635	28,127
Total Resource and Media Services		21,658	-	314	4,410	94	16	1,635	28,127
Principal	1.00	88,120	-	1,278	4,410	381	66	6,653	100,908
Assistant Principal	1.00	62,328	-	904	4,410	269	47	4,706	72,664
Secretary	1.00	29,145	-	423	4,410	126	22	2,200	36,326
PEIMS Specialist	1.00	23,740	-	344	4,410	103	18	1,792	30,407
Clerk	1.00	20,782	-	301	4,410	90	16	1,569	27,168
Total School Leadership		224,115	-	3,250	22,050	969	169	16,920	267,473
Counselor	1.00	56,736	-	823	4,410	245	43	4,284	66,541
Licensed Vocational Nurse	1.00	31,655	-	459	4,410	137	24	2,390	39,075
Total Health Services		31,655	-	459	4,410	137	24	2,390	39,075
Custodian, Head Elementary	1.00	28,570	-	414	4,410	123	21	2,157	35,695
Custodian	2.00	40,396	-	586	8,820	175	30	3,050	53,057
Total Custodial Services		68,966	-	1,000	13,230	298	51	5,207	88,752
Total General Fund		2,036,278	69,500	30,532	232,407	9,103	1,577	158,988	2,538,385
Entitlement Funds:									
Title I, Improving Basic Programs:									
Teacher, Supplemental Instruction	1.00	48,513	-	703	4,410	210	36	3,905	57,777
Instructional Specialist	1.00	56,295	-	816	4,410	243	42	4,532	66,338
Total Title I, Improving Basic Pgms		104,808	-	1,519	8,820	453	78	8,437	124,115

Attachment 10: Staffing Levels - J.H. Hines Elementary School

Behavior Management FTEs:										
5.00	Interventionist	54,350	-	788	4,410	235	41	4,103	63,927	
1.00	Teacher, Behavior Support	48,513	-	703	4,410	210	36	3,663	57,535	
3.00	Aide, Behavior Support	20,914	62,742	910	13,230	271	47	4,737	81,937	
	Total Behavior Management	165,605	-	2,401	22,050	716	124	12,503	203,399	
1.00	Teacher, Supplemental Instruction	48,513	-	703	4,410	210	36	3,663	57,535	
1.00	Coach, Reading	58,914	-	854	4,410	255	44	4,448	68,925	
1.00	Coach, Student Social & Emotional Learning	50,333	-	730	4,410	217	38	3,800	59,528	
	Total Compensatory Education	323,365	-	4,688	35,280	1,398	242	24,414	389,387	
Bilingual Education:										
	Bilingual Stipends	4,500	-	4,500	-	19	3	340	4,927	
	ESL, Only Stipends	1,000	-	2,000	-	9	2	151	2,191	
1.00	Aide, Instructional, ESL	20,854	-	302	4,410	90	16	1,574	27,246	
	Total Bilingual Education	20,854	6,500	396	4,410	118	21	2,065	34,364	
	Total Supplemental Special Pgms Staff	520,375	13,000	7,732	58,212	2,305	400	40,271	642,295	
	Total Instructional Staff	2,296,160	68,000	34,279	252,252	10,215	1,774	178,495	2,841,175	
Other Non-instructional Staff:										
1.00	Librarian, certified	49,664	-	720	4,410	215	37	3,750	58,796	
	Total Resource and Media Services	49,664	-	720	4,410	215	37	3,750	58,796	
1.00	Principal	88,120	-	1,278	4,410	381	66	6,653	100,908	
2.00	Assistant Principal	62,328	-	1,808	8,820	539	93	9,412	145,328	
1.00	Secretary	29,145	-	423	4,410	126	22	2,200	36,326	
1.00	PEIMS Specialist	23,740	-	344	4,410	103	18	1,792	30,407	
1.00	Clerk	20,782	-	301	4,410	90	16	1,569	27,168	
	Total School Leadership	286,443	-	4,154	26,460	1,239	215	21,626	340,137	
1.00	Counselor	56,736	-	823	4,410	245	43	4,284	66,541	
1.00	Licensed Vocational Nurse	31,655	-	459	4,410	137	24	2,390	39,075	
	Total Health Services	31,655	-	459	4,410	137	24	2,390	39,075	
1.00	Custodian, Head Elementary	28,570	-	414	4,410	123	21	2,157	35,695	
3.00	Custodian	20,198	-	879	13,230	262	45	4,575	79,585	
	Total Custodial Services	89,164	-	1,293	17,640	385	66	6,732	115,280	
	Total General Fund	2,809,822	68,000	41,728	309,582	12,436	2,159	217,277	3,461,004	
Entitlement Funds:										
Title I, Improving Basic Programs:										
1.00	Instructional Specialist	56,295	-	816	4,410	243	42	4,532	66,338	
	Total Title I, Improving Basic Pgms	56,295	-	816	4,410	243	42	4,532	66,338	
IDEA, Part B, Formula:										
1.00	Aide, Functional Academics	20,914	500	311	4,410	93	16	1,724	27,968	
1.00	Aide, PPCD	20,914	500	311	4,410	93	16	1,724	27,968	
	Total IDEA, Part B, Formula	41,828	1,000	622	8,820	186	32	3,448	55,936	

Attachment 10: Staffing Levels - South Waco Elementary School

	Total			Bilingual			Regular			District Paid Benefits								
	Students	Staff	Staff	Students	Staff	Staff	Students	Staff	Staff	6119/6129	6116	6141	6142	6143	6145	6144/6146	Total	
										Pay Rate	Salary	Stipend*	Medicare	Health Ins	WCI	UCI	TRS	Total
Classroom Teachers:																		
Prekindergarten, 3 year olds	0	0.00	0	0.00	0	0.00	0	0.00	48,513	-	-	-	-	-	-	-	-	-
Prekindergarten, 4 year olds	58	3.00	5	1.00	53	2.00	48,513	145,539	48,513	145,539	-	2,110	13,230	629	109	10,988	172,605	
Total Prekindergarten Teachers	58	3.00	5	1.00	53	2.00	48,513	145,539	48,513	145,539	-	2,110	13,230	629	109	10,988	172,605	
Kindergarten	74	4.00	5	1.00	69	3.00	48,513	194,052	48,513	194,052	-	2,814	17,640	838	146	14,651	230,141	
Grade 1	81	4.00	5	1.00	76	3.00	48,513	194,052	48,513	194,052	-	2,814	17,640	838	146	14,651	230,141	
Grade 2	84	5.00	5	1.00	79	4.00	48,513	242,565	48,513	242,565	-	3,517	22,050	1,048	182	18,314	287,676	
Grade 3	66	3.00	6	1.00	60	2.00	48,513	145,539	48,513	145,539	15,000	2,328	13,230	694	120	12,121	189,032	
Grade 4	74	4.00	12	1.00	62	3.00	48,513	194,052	48,513	194,052	20,000	3,104	17,640	925	161	16,161	252,043	
Grade 5	71	3.00	10	0.00	71	3.00	48,513	145,539	48,513	145,539	15,000	2,328	13,230	694	120	12,121	189,032	
Total Kindergarten - Grade 5 Teachers	450	23.00	43	5.00	417	18.00	1,115,799	50,000	1,261,338	50,000	16,905	101,430	5,037	875	984	88,019	1,378,065	
Total Classroom Teachers	508	26.00	48	6.00	470	20.00	1,261,338	50,000	1,261,338	50,000	16,905	101,430	5,037	875	984	88,019	1,550,670	
Supplemental Regular Education Teachers:																		
ESL, Only	1.00						48,513	-	48,513	-	703	4,410	210	36	3,663	57,535		
Dyslexia/intensive Reading	1.00						48,513	-	48,513	-	703	4,410	210	36	3,663	57,535		
Fine Arts	2.00						48,513	97,026	48,513	97,026	-	1,407	8,820	419	73	7,325	115,070	
Physical Education	1.00						48,513	-	48,513	-	703	4,410	210	36	3,663	57,535		
Total Teachers	31.00						1,503,903	50,000	1,503,903	50,000	22,531	136,710	6,715	1,165	1,173	117,321	1,838,345	
Regular Education Aides:																		
Classroom Aides:																		
Prekindergarten/Kindergarten:	3.00		1.00		2.00		20,914	62,742	20,914	62,742	-	910	13,230	271	47	4,737	81,937	
Kindergarten	4.00		1.00		3.00		20,914	83,656	20,914	83,656	-	1,213	17,640	361	63	6,316	109,249	
Literacy:																		
Grade 1	2.50		0.50		2.00		20,914	52,285	20,914	52,285	-	758	11,025	226	39	3,948	68,281	
Grade 2	2.50		0.50		2.00		20,914	52,285	20,914	52,285	-	758	11,025	226	39	3,948	68,281	
Physical Education	1.00						20,914	20,914	20,914	20,914	-	303	4,410	90	16	1,579	27,312	
Aide, In-school-suspension (ISS)	1.00						20,914	20,914	20,914	20,914	-	303	4,410	90	16	1,579	27,312	
Total Regular Education Aides	19	0.30					230,054	292,796	230,054	292,796	-	4,245	61,740	1,264	220	22,107	382,372	
Total Regular Education Aides	19	0.30					1,796,699	50,000	1,796,699	50,000	26,776	198,450	7,979	1,385	139,428	2,220,717		
Supplemental Special Programs Staff:																		
Gifted and Talented:																		
Teacher	19	0.30					48,513	14,554	48,513	14,554	-	211	1,323	63	11	1,099	17,261	
Special Education:																		
Resource/Inclusion:																		
Teacher	1.00						48,513	48,513	48,513	48,513	2,000	732	4,410	218	38	3,814	59,725	
Aide	2.00						20,914	41,828	20,914	41,828	1,000	621	8,820	185	32	3,234	55,720	
Self-contained:																		
Teacher, Functional Academics	1.00						48,513	48,513	48,513	48,513	2,000	732	4,410	218	38	3,814	59,725	
Aide, Functional Academics	1.00						20,914	20,914	20,914	20,914	500	311	4,410	93	16	1,617	27,861	
Teacher, PPCD	1.00						48,513	48,513	48,513	48,513	2,000	732	4,410	218	38	3,814	59,725	
Aide, PPCD	1.00						20,914	20,914	20,914	20,914	500	311	4,410	93	16	1,617	27,861	
Total Special Education							229,195	8,000	229,195	8,000	3,439	30,870	1,025	178	17,910	290,617		

Attachment 10: Staffing Levels - South Waco Elementary School

Compensatory Education:										
Behavior Management FTEs:	5.00									
Interventionist	1.00	54,350	-	788	4,410	235	41	4,103	63,927	
Teacher, Behavior Support	1.00	48,513	-	703	4,410	210	36	3,663	57,535	
Aide, Behavior Support	4.00	83,656	-	1,213	17,640	361	63	6,316	109,249	
Total Behavior Management		186,519	-	2,704	26,460	806	140	14,082	230,711	
Teacher, Supplemental Instruction	2.00	97,026	-	1,407	8,820	419	73	7,325	115,070	
Coach, Reading	1.00	58,914	-	854	4,410	255	44	4,448	68,925	
Strategist/Interventionist, ESL	1.00	48,513	-	703	4,410	210	36	3,663	57,535	
Total Compensatory Education		390,972	-	5,668	44,100	1,690	293	29,518	472,241	
Bilingual Education:										
Bilingual Stipends	4,500	-	22,500	326	-	97	17	1,699	24,639	
ESL, Only Stipends	1,000	-	2,000	29	-	9	2	151	2,191	
Aide, Instructional, ESL	20,854	20,854	-	302	4,410	90	16	1,574	27,246	
Total Bilingual Education		20,854	24,500	657	4,410	196	35	3,424	54,076	
Total Supplemental Special Pgms Staff		655,575	32,500	9,975	80,703	2,974	517	51,951	834,195	
Total Instructional Staff		2,452,274	82,500	36,751	279,153	10,953	1,902	191,379	3,054,912	
Other Non-instructional Staff:										
Librarian, certified	1.00	49,664	-	720	4,410	215	37	3,750	58,796	
Total Resource and Media Services		49,664	-	720	4,410	215	37	3,750	58,796	
Principal	1.00	88,120	-	1,278	4,410	381	66	6,653	100,908	
Assistant Principal	1.00	62,328	-	904	4,410	269	47	4,706	72,664	
Secretary	1.00	29,145	-	423	4,410	126	22	2,200	36,326	
PEIMS Specialist	1.00	23,740	-	344	4,410	103	18	1,792	30,407	
Clerk	1.00	20,782	-	301	4,410	90	16	1,569	27,168	
Total School Leadership		224,115	-	3,250	22,050	969	169	16,920	267,473	
Counselor	1.00	56,736	-	823	4,410	245	43	4,284	66,541	
Registered Nurse for Medically Fragile	1.00	57,301	-	831	4,410	248	43	4,326	67,159	
Total Health Services		57,301	-	831	4,410	248	43	4,326	67,159	
Custodian, Head Elementary	1.00	28,570	-	414	4,410	123	21	2,157	35,695	
Custodian	3.00	60,594	-	879	13,230	262	45	4,575	79,585	
Total Custodial Services		89,164	-	1,293	17,640	385	66	6,732	115,280	
Total General Fund		2,929,254	82,500	43,668	332,073	13,015	2,260	227,391	3,630,161	

Entitlement Funds:

Title I, Improving Basic Programs:										
Instructional Specialist	2.00	112,591	-	1,633	8,820	486	84	9,064	132,678	
Total Title I, Improving Basic Pgms		112,591	-	1,633	8,820	486	84	9,064	132,678	
IDEA, Part B, Formula:										
Aide, Functional Academics	1.00	20,914	500	311	4,410	93	16	1,724	27,968	
Total IDEA, Part B, Formula		20,914	500	311	4,410	93	16	1,724	27,968	

Addendum 8

Administrative Services: WISD will provide the following administrative services to Schools identified in Addendum 5.

- Business Services
- Communications Services
- Financial and Accounting Services
- Internal Audit Services
- Operations Management
- Payroll Services
- Personnel and Benefit Services
- Student Attendance Accounting and PEIMS Services
- Warehousing and Distribution Services
- Instructional and Student Support Services
- Special Programs
- Management Services
- Student Support Services:
 - Fine Arts Services
 - Guidance and Counseling Support Services
 - Health Services
 - Student Management Services
- Technology Services
 - Management Information Systems Services
 - Network Services Support and Technician Services
- Security and Monitoring Services
- Plant Maintenance and Operations (Excluding Janitorial)
- Building Maintenance
- Grounds Maintenance

Addendum A-8 - Itemization and Cost of Administrative Services for 2018-2019

Transformation Schools Projections:	District	G.W. Carver Middle School	Indian Spring Middle School	Alta Vista Elementary School	Brook Ave. Elementary School	J.H. Hines Elementary School	South Waco Elementary School	Total Transformation Schools
	Totals	School	School	School	School	School	School	Schools
Factors Utilized in Calculations:								
Enrollment (used in calculation unless otherwise noted)	14,823	477	547	498	372	503	517	2,914
Enrollment, Grades 7 - 12	5,950	329	353	-	-	-	-	682
Acreage	434.0	14.1	20.5	5.1	5.6	5.3	20.3	70.9
Building Square Footage	2,717,904	106,934	150,004	50,832	45,990	79,285	65,771	498,816
Administrative Services:								
General Administrative Services:								
Business Services	\$ 456,100	\$ 14,677	\$ 16,831	\$ 15,323	\$ 11,446	\$ 15,477	\$ 15,908	\$ 89,662
Communications Services	299,268	9,630	11,044	10,054	7,510	10,155	10,438	58,831
Financial & Accounting Services	434,799	13,992	16,045	14,608	10,912	14,754	15,165	85,476
Internal Audit Services	75,537	2,431	2,787	2,538	1,896	2,563	2,635	14,850
Operations Management	184,280	5,930	6,800	6,191	4,625	6,253	6,427	36,226
Payroll Services	329,744	10,611	12,168	11,078	8,275	11,189	11,501	64,822
Personnel & Benefit Services	819,103	26,359	30,227	27,519	20,556	27,795	28,569	161,025
Student Attendance Accounting & PEIMS Services	81,758	2,631	3,017	2,747	2,052	2,774	2,852	16,073
Warehousing & Distribution Services	339,642	10,930	12,534	11,411	8,524	11,525	11,846	66,770
Instructional & Student Support Services:								
Special Programs Management Services	947,048	30,476	34,948	31,817	23,767	32,137	33,031	186,176
Student Support Services:								
Fine Arts Services	151,591	4,878	5,594	5,093	3,804	5,144	5,287	29,800
Guidance & Counseling Support Services	112,961	3,635	4,168	3,795	2,835	3,833	3,940	22,206
Health Services	116,862	3,761	4,312	3,926	2,933	3,966	4,076	22,974
Student Management Services	132,794	4,273	4,900	4,461	3,333	4,506	4,632	26,105
Student Services	181,098	5,828	6,683	6,084	4,545	6,145	6,316	35,601
Technology Services:								
Management Information Systems Services	751,710	24,190	27,740	25,255	18,865	25,508	26,218	147,776
Network Services	1,150,987	37,038	42,474	38,669	28,885	39,057	40,144	226,267
Support & Technician Services	501,559	16,140	18,509	16,851	12,587	17,020	17,493	98,600
Security & Monitoring Services (Square Footage)	1,833,807	72,150	101,210	34,297	31,030	53,495	44,377	336,559
Plant Maintenance and Operations (Excluding Janitorial):								
Building Maintenance (Square Footage)	4,949,852	194,748	273,188	92,575	83,757	144,394	119,782	908,445
Grounds Maintenance (Acreage)	1,374,614	44,707	64,962	16,043	17,636	16,739	64,329	224,416
Utilities (Square Footage)	4,785,349	188,276	264,108	89,499	80,974	139,595	115,801	878,253
Total Share of Administrative Services								\$ 3,736,913
Total Entitlement (No Local or State Share Considered)								26,409,276
Administrative Services Ratio								14.15%

Other costs may be charged for educational and support services. Costs will be charged on a per-service, per-pupil, per-square foot, or per-day bases format. Prices set will not exceed the at-cost prices for other District schools. The services menu and price list will be published no later than June 1 for the following school year.

Addendum 9

List of Current Directors of OP

Bill Clifton

Ramona Curtis

Kyle Deaver

Malcom Duncan, Jr.

Dr. Roland Goertz

Shirley Langston

Reverend CJ Oliver

Philip Patterson

Glenn Robinson

Alfred Solano

Tom Stanton

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

2 Office Held

3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.

5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 AFFIDAVIT

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day
of _____, 20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

**UNANIMOUS WRITTEN CONSENT OF BOARD OF DIRECTORS OF
GREATER WACO COLLECTIVE IMPACT INITIATIVE
IN LIEU OF MEETING**

The undersigned, being all of the members of the Board of Directors of Greater Waco Collective Impact Initiative d/b/a Prosper Waco (the “Corporation”), pursuant to section 6.201 of the Texas Business Organizations Code and Section 13 of the Bylaws of the Corporation, hereby adopt the following resolutions in lieu of holding a Meeting of the Board of Directors.

WHEREAS, this Board of Directors approved a performance contract (the “Agreement”) with Waco Independent School District (WISD) at a called meeting on April 25, 2018, to operate six schools, Alta Vista Elementary, Brook Avenue Elementary, J.H. Hines Elementary, South Waco Elementary, G.W. Carver Middle School and Indian Spring Middle School;

WHEREAS, at a meeting held on April 26, 2018, the Board of Trustees of WISD approved the Agreement, but only after amending it to remove South Waco Elementary from Addendum 5 of the Agreement;

WHEREAS, this Board of Directors now desires to again approve the Agreement, as amended by the Board of Trustees of WISD to remove South Waco Elementary from Addendum 5;

RESOLVED, that the Corporation hereby approves the Agreement with WISD as amended by the Board of Trustees of WISD to remove South Waco Elementary from Addendum 5;

RESOLVED, that the officers of the Corporation are authorized to do all things and take all action necessary and helpful to carry out the above resolutions and all acts of the officers and any persons acting for the Corporation which are consistent with the above resolutions are ratified and adopted as the acts of the Corporation.

DATE: April 27, 2018.

DocuSigned by:
Malcolm Duncan

Malcolm Duncan

DocuSigned by:
Roland Goertz

Roland Goertz

DocuSigned by:
Bill Clifton, Jr.

Bill Clifton, Jr.

DocuSigned by:
Tom Stanton

Tom Stanton

Ramona Curtis

Ramona Curtis

DocuSigned by:

Shirley Langston

Shirley Langston

DocuSigned by:

Alfred Solano

Alfred Solano

DocuSigned by:

Glenn Robinson

Glenn Robinson

DocuSigned by:

C J Oliver

C J Oliver

DocuSigned by:

Kyle Deaver

Kyle Deaver

DocuSigned by:

Philip Patterson

Philip Patterson

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

- 1. Name of Local Government Officer.** Enter the name of the local government officer filing this statement.
- 2. Office Held.** Enter the name of the office held by the local government officer filing this statement.
- 3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code.** Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an employment or other business relationship with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.** Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100.** List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed \$100 in value.
- 6. Affidavit.** Signature of local government officer.

Local Government Code § 176.001(2-a): "Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

Local Government Code § 176.003(a)(2)(A):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Transformation Waco Board of Trustees

Board Meeting Minutes

Tuesday, July 24, 2018
5:30 PM

A board meeting of the Transformation Waco Board of Trustees will be held July 24, 2018, beginning at 5:30 PM at G.W. Carver Middle School, 1601 J. J. Flewellen Rd., Waco, Texas.

The subjects to be discussed or considered or upon which any formal action may be taken are listed below. Items do not have to be taken in the same order as shown on this meeting notice.

I. Call to order

President Malcolm Duncan called the board meeting to order at 5:34 P.M. Members present: Malcolm Duncan, Hazel Rowe, Melli Wickliff, Stephen Reid, Mary Fisher, and Christy Perkins. Iliana Neumann arrived at 5:47 P.M.

II. Establishment of quorum

President Duncan established that a quorum was present.

III. Audience for guest

There was no audience for guests.

IV. Reports, discussion and possible action

a) Presentation and discussion on CEO and Board roles and responsibilities

President Duncan presented the roles and responsibilities of the Transformation Waco Board of Trustees. These guidelines were adapted for Transformation Waco from the Austin ISD Board Member Handbook and Texas Education Code §§ 11.151(B), .1511, .0621, 11.201(D), 11.1512. He then opened the floor to Dr. Robin McDurham to present her roles and responsibilities as the Transformation Waco Chief Executive Officer. President Duncan concluded the presentation by discussing the collaboration between the Transformation Waco Zone Board of Trustees and the Chief Executive Officer. He emphasized the flexibility aspect that Transformation Waco has as an in-district charter partnership with Waco ISD. Trustee Wickliff posed a question regarding personnel employed by the Transformation Zone. Dr. McDurham answered that she is the sole employee of Transformation Waco; there are employees that work in the Zone office who are Waco ISD employees supervised by her, and explained that the Zone administrative specialist also serves as the specialist to the Board. Every Zone employee, although a Waco ISD employee, is under the operations of

Transformation Waco. The Transformation Waco Board is responsible for approving administrative contracts, and although not responsible for approving at-will employees, the employment of those individuals will be introduced to the Board. She further explained that the Transformation Waco Board has a shared responsibility with Waco ISD for the Waco ISD employees that work within the Zone.

- b) Presentation and discussion on Transformation Zone funding, account coding, and budget requirements.

President Duncan turned the floor over to Waco ISD Chief Financial Officer, Sheryl Davis, to present the Transformation Zone financial overview. Because Waco ISD is the fiscal agent for all Zone funds, Waco ISD will approve the budget first with the Transformation Zone Board approving next. All of the funds that have been allocated to the Zone schools are governmental funds, and belong to Waco ISD as part of its funding system. The great majority of the money coming to the Zone is in a general fund, with some allocations in Title I and Title II funds in special revenue funds. Waco ISD will support the schools in the Transformation Zone with a considerable amount of funding; for example, Waco ISD furnishes the buildings, the Zone pays for the custodians on the campus, Waco ISD pays for the utilities, and provides building maintenance and other services. The Transformation Zone funding will be reported through Waco ISD's financial statements, and Waco ISD will take on the responsibility of compiling required state reports for district finances. Ms. Davis explained that one of the main drivers of Tier I funding is student count, and emphasized the fiscal importance of students attending school daily. She moved on by explaining that after accounting for the charter school allotment, the Transformation Zone receives almost a thousand dollars of additional funding per student as compared to Waco ISD. The Zone will receive Tier II funding due to the charter school status, which is a method that the state uses to equalize revenues for rich and poor districts. All districts go through the Tier I funding calculation process, but Tier II is intended to help generate funds for poorer districts. She explained that the golden penny is the first six cents of tax rate that we levy over a dollar, and is based on the wealth per student of Austin ISD. The copper penny is anything over that first six cents. Because the Zone is part of Waco ISD, the schools in the Zone receive a 51.5% share of local funding from property taxes. Once minimum spending requirements are met for special program funding (special education, career and technical education, gifted and talented education, state compensatory education, bilingual education), remaining funds may be used to fund costs related to funding basic educational services. Waco ISD will pay the cost of the instruction materials allotment. Ms. Davis listed that the following grants, Texas Title I Priority Schools Grant, Texas ACE Grant, and Texas Transformation Zone Program have been awarded to Brook Avenue Elementary School, G.W. Carver Middle School and the Transformation Zone, respectively. She further explained that the campus activity funds are generated

through campus fundraising activities, and student activity funds through student group fundraising activities. Ms. Davis continued by listing the services provided through funds not allocated to the Zone: Child Nutrition Services, home-to-school transportation, special education services under federal IDEA funding, bilingual/ESL newcomer program, Regional Day School for the Deaf, Discipline Alternative Education Program, Juvenile Justice Alternative Education Program, and debt service. She concluded the presentation by explaining that the Board will adopt the general fund budget at the next board meeting. Trustee Wickliff posed a question regarding the basis of the attendance calculation in the presentation, and Ms. Davis explained that the attendance is a projection based on last year's numbers, but at the end of the year she will adjust the allocations based on actual attendance. Trustee Wickliff asked for clarification regarding textbook allotment. Ms. Davis explained that the Transformation Zone is able to adopt textbooks, based on what is up for adoption by the state, different from what Waco ISD adopts, should they so choose, with the cost covered by the district. Trustee Wickliff emphasized that Waco ISD counts the students in the Transformation Zone for their state funding. Trustee Rowe posed a question regarding the grants awarded to campuses in the Zone, and Ms. Davis explained that for school improvement purposes the TTIPS grant is applied to Brook Avenue Elementary School and the Transformation Zone Program Grant for the other four campuses. President Duncan asked whether the charter school allotment included the additional funding under Senate Bill 1882, and Ms. Davis answered that it did. He continued by requesting further explanation about WADA (weighted average daily attendance). Ms. Davis answered that WADA is the basic allotment, calculated with applicable weights (SPED, GT, etc.) to determine a dollar amount in Tier I funding, that is then divided back out. President Duncan concluded the discussion by thanking The Bernard and Audre Rapoport Foundation for their grant to cover beginning operating costs of the Transformation Zone.

c) Presentation and discussion on parent involvement committee

Dr. McDurham began the discussion by explaining that the priorities of the parent involvement committee would be advocacy, gathering feedback on potential work, and advising the Board. Trustee Reid motioned to approve the appointment of a parent involvement committee. Trustee Wickliff seconded the motion, and the Board voted to approve the appointment of a parent involvement committee. President Duncan continued by stating that Trustees Fisher and Perkins expressed interest in serving on that committee. Dr. McDurham stated that other parents and community members can be invited by Trustees Fisher and Perkins to serve on the committee with frequency of meetings determined by the committee. President Duncan concluded the discussion by asking if there were any requests for future agenda items. He requested that the next agenda include an item for the establishment of other committees. Trustee Reid suggested that it would be helpful

to know beforehand what the committee wants potential members to bring to the committee in terms of composition and skillset. To conclude the discussion, Dr. McDurham introduced audience members Alyssa Schechter and Christi Martin, of Empower Schools – the design team for the Transformation Zone. She also introduced audience members Jay Davis and Erica Duplechain of Hearne ISD.

V. Adjournment

President Duncan adjourned the meeting at 6:56 P.M.

Audio Recording

[Click here to listen.](#)