SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
CENTRAL OFFICE

514 W. Quincy St.
San Antonio, TX 78212
www.saisd.net
(210) 554-2200

BOARD BUSINESS MEETING A&B COMBINED

Monday, March 23, 2026
5:30 PM
Board Room
514 W. Quincy Street
San Antonio, TX 78212

AGENDA

1. **Meeting Called to Order**
   - A. Roll Call of Board Members Present and Declaration of Quorum Present_____ Absent_____
     1. Ms. Alicia Sebastian
     2. Mrs. Christina Martinez
     3. Mr. Jacob Ramos
     4. Mr. Ed Garza
     5. Mrs. Stephanie Torres
     6. Mr. Arthur Valdez
     7. Dr. Mike Villarreal
   - B. Recording of Superintendent Present
     1. Dr. Jaime Aquino
   - C. Pledge of Allegiance to the U. S. Flag
   - D. Salute to the Texas Flag - "Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."
   - E. Citizens' Presentations - 60-minute total time limit for this item
2. **Governance**
   - A. Supporting Excellent Schools in Every Neighborhood: Postsecondary Enrollment and Attainment 5
   - B. Discuss and take action on the 1882 Management Agreement and Performance Contract between SAISD and the Texas A&M San Antonio Institute for School & Community Partnerships 7
   - C. Approval of the closure of Rhodes Middle School as recommended by the District's Administration 35

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San Antonio ISD is committed to non-discrimination on the basis of race, color, ethnicity, culture, religion, national origin, age, sex, gender identity, gender expression, sexual orientation, appearance, immigration/citizenship status, home language, socioeconomic status, or disability in its educational programs, services, and District business functions. Information on persons designated to handle inquiries regarding non-discrimination policies can be found within SAISD Board Policies DIA(EXHIBIT) or FFH(EXHIBIT), available online at: https://pol.tasb.org/PolicyOnline?key=176.

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	D. Discuss and take action on the 1882 Management Agreement and Performance Contract between SAISD and the Third Future Schools	37
	E. Discussion and action by the Board of Trustees to create an Ad Hoc Committee for the Interview and Recommendation for the selection of a Superintendent search firm and the appointment by the Board President of the Ad Hoc Committee Members, including appointment of the Committee Chair	813
	F. Discussion and appropriate action on the sale, lease and potential partnerships of surplus/vacant District properties	815
	G. Approval of the Relocation of the Madison Elementary Program to the Huppertz Elementary Campus	817
3.	**Consent Agenda**	
	A. Approval of Library Materials Book List (Senate Bill 13)	819
	B. Approval of the K-5 English and Spanish Language Arts and Reading Textbook Adoption, SBOE Instructional Materials Review and Approval Process (IMRA) 2026	821
	C. Approval of the Members to the School Health Advisory Council (SHAC) for the 2026-2027 and 2027-2028 School Years	823
	D. Approval of the Memorandum of Understanding Between SAISD & Dallas Community College	826
	E. Approval of the Interlocal Agreement Between SAISD and the City of San Antonio to Continue Shared Use of the San Antonio Natatorium Located at 1430 W. Cesar Chavez Blvd	835
	F. Adoption of Resolution for 2025-2026 Hazardous Bus Routes	845
	G. Approval of SB 546 Legislation Compliance: 3-Point Seat Belt Requirements for School Buses	865
	H. Approval of the Quarterly Investment Report, October 2025 – December 2025	868
	I. Approval of Monthly Budget Reports and Amendments for March 2026	901
	J. Approval of Procurement Services' Recommendations for Bids, Proposals, and Awards	912
	K. Approval of Minutes for the following meetings:	
	1. February 9, 2026 Special Board Meeting	930
	2. February 17, 2026 Public Hearing	932
	3. February 17, 2026 Board Business Meeting A&B	934
4.	**Closed Session**	
	A. The Board will convene in Closed Session as authorized by the Texas Government Code Chapter 551, et. Seq. (TGC 551.071, TGC 551.072, TGC 551.074, and TGC 551.076)	

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1. Deliberation regarding the purchase, exchange, lease or value of real estate, including legal issues on the acquisition process. (TGC 551.071 and TGC 551.072)
2. Consult with counsel on legal issues related to parameters for partnerships, sale or lease of vacant properties. (TGC 551.071 and 551.072)
3. Consultation with legal counsel regarding legal issues related to the 1882 Management Agreements and Performance Contracts between the District and the Latino Educational Equity Partnerships, Third Future Schools and TAMUSA. (TGC 551.071)
4. Deliberation regarding personnel matters, including but not limited to appointment, employment, evaluation, duties, discipline, reassignment, resignation, retirement, reclassification, report, and dismissal of a public officer or an employee; or to hear a complaint or charge against an officer or employee. This provision does not apply to a closed session discussion if the officer or employee who is the subject of the deliberation or hearing requests a public hearing. (TGC 551.074)
5. Consultation with counsel and discussion regarding the selection and convening of a 3-member Board subcommittee to hear and consider a Level III parent grievance under Board Policy FNG (Local). (TGC 551.071, TGC 551.074)
6. Proposal to terminate probationary contract employee(s) at the end of the 2025-2026 school year in the best interest of the District pursuant to TEC Section 21.103 (TGC 551.071 and TGC 551.074)
7. Consultation with legal counsel and discussion regarding pursuing sanctions against educators who have abandoned their contract pursuant to TEC 21.210 and 19 TAC 249.14. (TGC 551.071 and TGC 551.074)
8. Consultation with legal counsel on matters related to campus staff and student security and safety. (551.071(2))
9. Consultation with legal counsel and discussion regarding potential student safety issues and also regarding Intruder Detection Audits that are confidential pursuant to Texas Education Code Section 37.1084(d) and Texas Government Code Sections 552.101 and 552.116. (TGC 551.071 and TGC 551.076)
10. Consultation with legal firms regarding Multi-District Social Media litigation and discussion of retention of counsel to represent the San Antonio Independent School District in the litigation. (TGC 551.071)
11. Consultation with legal counsel on the status of San Antonio Independent School District v. Lexington Ins. Co., McLarens, Inc., William J. Adams and Frost Ins. Agency Inc. in the 150th Judicial District in Bexar County, San Antonio, Texas. (TGC 551.071)

B. The Board will reconvene in Open Session and take appropriate action on items discussed in Closed Session.

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5. **Adjournment**
   A. Adjournment

NOTICE:

1. The Board may go into executive session at any time during the meeting for personnel, real estate, security, school children, negotiated contracts for prospective gifts or donations, consultation and/or legal issues, or as otherwise permitted under the Open Meetings Act, as set out in Subchapter 551 of Title 5 of the Texas Government Code.

2. Recess: The Board of Trustees may recess the meeting at any time and reconvene the meeting within 24 hours. The reconvened meeting will occur at the same location as the original meeting and will address the original agenda without the need for reposting.

Any individual in need of services for the visually-impaired, the hearing-impaired, and/or non-English speakers should call the Board Services Office at (210) 554-2289 by 12:00 p.m. on the date of the meeting.

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SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Supporting Excellent Schools in Every Neighborhood: Postsecondary Enrollment and Attainment**

PURPOSE: **[X] PRESENTATION/DISCUSSION**
[ ] DISCUSSION/ACTION

REQUESTED BY: Dr. Jaime Aquino, Superintendent

PRESENTER: Dr. Shawn Bird, Deputy Superintendent
Theresa Urrabazo, Chief, Data Operations & Services

MEETING DATE: March 23, 2026

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board will receive information in alignment with their expressed value to ensure excellent schools in every neighborhood. Postsecondary enrollment and attainment data provided by the National Student Clearinghouse for the Class of 2018 through the Class of 2024, and preliminary college enrollment for the Class of 2025 will be discussed. Data will include all students and will be disaggregated by race/ethnicity and program participation.

Click below to access the video presentation or slides.

- https://youtu.be/9XbTNGL4VP0
- NSF Report PPT

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

N/A

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2025 - 2026 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

☒ **Improve Reading and Writing Outcomes for all Students** - We will increase the percentage of all students who are Meets grade level in reading across all grades from 39% in August 2023, to 50% in August 2027.

☒ **Improve Math Outcomes for Black Students** - We will increase the percentage of Black students who score at Meets Grade Level on a Math STAAR assessment from 21% in 2025 to 50% in 2030, and all students from 27% in 2025 to 50% in 2030.

☒ **Improve College Readiness for Students with Disabilities** - We will increase the percentage of students with IEPs receiving instruction and services in the general education setting who meet the TSI College-Ready Standard in reading and math from 4% in August 2022, to 30% in August 2027.

☐ **Improve Social Emotional Readiness in all Students** - We will increase by 25% the percentage of all students who meet the "to be determined" SAISD Standard for Social Emotional Readiness from the August 2024 baseline, to baseline +25% in August 2027.

The following Board Guardrails were designed to represent the community values that must be protected while in pursuit of the Board Goals. (CHECK ALL THAT APPLY)

- ☐ **Embrace Our Community** - The Superintendent will not implement major decisions of the board without authentic community engagement, including students, staff, families, and community.
- ☒ **Support Excellent Schools in Every Neighborhood** - The Superintendent will not allow any neighborhood to be without a high-quality school.
- ☐ **Create Safe Environments** - The Superintendent will not allow students, staff, and families to learn and work in an environment that is not physically and emotionally safe.
- ☐ **Ensure Equitable Funding** - The Superintendent will not allow any school to be funded at a level that is inadequate to produce transformational learning in all students.

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Discuss and take action on the 1882 Management Agreement and Performance Contract between SAISD and the Texas A&M San Antonio Institute for School & Community Partnerships**

PURPOSE: **[ ] PRESENTATION/DISCUSSION**
[X] DISCUSSION/ACTION

REQUESTED BY: Dr. Shawn Bird, Deputy Superintendent

PRESENTER: Dr. Melissa Alcala, Assistant Superintendent

MEETING DATE: March 23, 2026

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the 1882 Management Agreement and Performance Contract between SAISD and the Texas A&M San Antonio Institute for School & Community Partnerships. This agreement applies to the Young Men's Leadership Academy. The draft contracts are included in the agenda packet.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Resolve that the Board approve staff's recommendation related to 1882 management agreement and performance contract with Texas A&M San Antonio Institute for School & Community Partnerships.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

196-11-6399-00-177-11: approximately $200,000

IV. 2025 - 2026 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

☒ **Improve Reading and Writing Outcomes for all Students** - We will increase the percentage of all students who are Meets grade level in reading across all grades from 35% in August 2022, to 50% in August 2027.

☒ **Improve Math Outcomes for Black Students** - We will increase the percentage of Black students who score at Meets Grade Level on a Math STAAR assessment from 21% in 2025 to 50% in 2030, and all students from 27% in 2025 to 50% in 2030.

☒ **Improve College Readiness for Students with Disabilities** - We will increase the percentage of students with IEPs receiving instruction and services in the general education setting who meet the TSI College-Ready Standard in reading and math from 4% in August 2022, to 30% in August 2027.

☒ **Improve Social Emotional Readiness in all Students** - We will increase by 25% the percentage of all students who meet the "to be determined" SAISD Standard for Social Emotional Readiness from the August 2024 baseline, to baseline +25% in August 2027.

The following Board Guardrails were designed to represent the community values that must be protected while in pursuit of the Board Goals. (CHECK ALL THAT APPLY)

- ☒ **Embrace Our Community** - The Superintendent will not implement major decisions of the board without authentic community engagement, including students, staff, families, and community.
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- ☒ **Create Safe Environments** - The Superintendent will not allow students, staff, and families to learn and work in an environment that is not physically and emotionally safe.
- ☐ **Ensure Equitable Funding** - The Superintendent will not allow any school to be funded at a level that is inadequate to produce transformational learning in all students.

PARTNERSHIP AGREEMENT

This Partnership Agreement (this "Agreement"), dated as of March 23, 2026, 2026 (the "Effective Date"), is entered into by and between Texas A&M San Antonio Institute for School and Community Partnerships (ISCP), or ("Operating Partner") a Nonprofit 501(c)(3) and the San Antonio Independent School District (the "District"), a political subdivision of the State of Texas ("Partnership"). Herein each of the District and ISCP shall be a "Party" and collectively the "Parties". All references to the "Superintendent" shall mean the Superintendent of Schools of the District.

RECITALS

WHEREAS, pursuant to Texas Education Code ("TEC") §§ 11.174(a)(2), 48.252 and 12.101(a)(3), the District is authorized to enter into contracts with an eligible entity, as defined above, to operate schools as in-district charters.

WHEREAS, it is the mission of ISCP to support students through innovative practices, research, and equitable policy so they can reach their full potential.

WHEREAS, the Parties hereby desire for ISCP to undertake responsibility for the management and operation of the school(s) listed below as public in-district charter schools and subject to approval by the Texas Education Agency's (hereinafter, "TEA") Commissioner of Education, pursuant to Texas Education Code § 11.174(a)(2). The schools listed below may be referred to collectively as either the "Partnership Schools" or the "Schools", or individually as a "School".

School Name	School Address
Young Men's Leadership Academy (Serving grades 6th through 12th)	415 Gabriel San Antonio, Tx. 78202

WHEREAS, ISCP agrees to comply with all applicable provisions of state law, including the applicable provisions and requirements of TEC, Subchapter C, Chapter 12.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, agree as follows:

For and during the term of this Agreement, ISCP shall manage and operate the School(s) in accordance with Applicable Law. "Applicable Law" means all state and federal laws, rules, regulations, and administrative and judicial determinations and decisions that govern the performance of this Agreement, as they currently exist or as they may be adopted, amended, or issued during the term of this Agreement.

1) The Schools

a) The District authorizes ISCP to manage and operate the Partnership School(s), under the authority granted by statute and administrative rules, but subject to transparent accountability requirements, which are set by TEC Chapters 39 and 39A and the provisions of this Agreement. ISCP must successfully meet and maintain the Performance Contract objectives for the Partnership School(s) as set forth under 19 TAC §97.1075(d), in this Agreement and SAISD Board Policy EL(LOCAL). Further authorizations will be contingent upon ISCP successfully meeting and maintaining the Performance Contract objectives for the Partnership School(s). Future authorization of additional schools is also dependent upon the results of an annual audited ISCP financial and compliance report. ISCP and SAISD are committed to gathering working data at the Partnership School(s) and collaboratively developing more specific metrics as data is gathered throughout the Term of this Agreement. The District shall have final authority on the development of all performance contract metrics and consequences for the Partnership The School Performance Framework and all performance metrics shall be developed collaboratively by the Parties; however, the District shall have final authority over the performance expectations due to the state accountability implications. The performance metrics

and consequences are described in Section 10 and attached as Exhibit A.

b) In addition to the authorities defined in Section 3 below, ISCP's primary responsibilities for this partnership will include the following:

i) Oversee Academic Programs – Work with school principal(s) to determine curriculum, professional development, and teacher support; and ensure fidelity to each Partnership School's in-district charter program, as described in Section 3;

ii) Support College Partnerships – Enhance dual credit options, CTE pathways, school-college relationships, and support for graduating seniors at the Partnership School(s), as described in Section 3, if applicable;

iii) Manage School Principal(s) – Manage, and formally evaluate Partnership School principal(s), as described in Section 4;

iv) Provide Financial Oversight – Establish a governing board over Partnership Schools, as described in Section 7; and approve Partnership School budgets and include Partnership School funds in ISCP's annual financial audit, as described in Section 8; and

v) Meet School Performance Goals – Work with school principal(s) to meet academic, operational, and financial metrics defined by the school performance contracts, as described in Section 10 and attached as Exhibit A.

c) ISCP agrees to implement the following academic models at the Partnership School(s): Literacy-Based Design© (LBD); Self, Community, and Culture (6th grade); Project-Based Learning; Challenge-Based Learning; and Artificial Intelligence (AI) Literacy, with a focus on College, Career, and Military Readiness.

The District agrees that it will provide ISCP the same opportunities, support, and services provided to any other charter authorized by the District in authorizing ISCP to operate the Partnership Schools and as required by law.

2) Enrollment

a) Choice Schools and Programs include in-district charters, magnets, and early college high schools. The Partnership School(s) will be designated as Choice Schools. As Choice Schools, the Partnership School(s) will follow district policies and administrative procedures for the enrollment and withdrawal of all students, including, but not limited to, policies FD(LOCAL) and FDB(LOCAL) and administrative procedures F1 and F51. Staff from the Office of Access and Enrollment Services will meet annually with the campus principals and ISCP staff to review admissions criteria and establish the number of seats available for enrollment in each grade level.

b) Enrollment at the School(s) is based on interest rather than ability. Students are not screened based on academic criteria but admitted by a lottery. The District may agree to set aside a certain percentage of students from outside the school district boundary.

c) The Parties agree and understand that the District may not assign a student to a School unless the student's parent or guardian has voluntarily enrolled the student at the School. A student's parent or guardian may remove the student from the School at any time and enroll the student at the school to which the student would ordinarily be assigned.

d) ISCP will participate in the District's unified enrollment system.

e) The District's Office of Access and Enrollment Services will include the Partnership Schools' brand and the

Partnership Schools' information on any student recruitment or enrollment marketing materials and will invite the Partnership School(s) to attend any student recruitment events, such as in-district charter fairs, as part of the administrative fee.

f) The District, in coordination with ISCP, will lead the student recruitment and enrollment process through a lottery (if there are more applicants than there are seats at the Partnership School(s)) and enrollment phases. Partnership School Staff will support District efforts by canvassing, holding open houses, attending District recruiting events and community meetings, mailing acceptance and waitlist letters and making calls to families to help with enrollment decisions, sending follow-up letters to admitted students, conducting on-campus enrollment meetings, calling waitlisted students, and monitoring attendance during the opening weeks of school in case additional students need to be called from the waitlist.

g) In addition to the enrollment restrictions required by TEC §11.174(h) and (i) and District Policy FDB(LOCAL) and Administrative Procedure F1 and F51, the following student enrollment provisions, subject to the provisions of state law and as may be revised by the Parties as necessary to meet the federal definition of a charter school, shall be followed by the Parties:

i) ISCP will work with the District to ensure preferences for current students attending the campuses in the school year before its conversion under this Agreement.

ii) Students in lower grade levels at the Partnership School(s) will receive automatic admission to the next grade level.

iii) As seats become available at the Partnership School(s), enrollment will be open to all students within the State of Texas, subject to the priority rules described in state law, FDB(LOCAL), Administrative Procedure F51, and this Agreement.

iv) The Partnership Schools' students will be allowed to transfer to any of the District's schools when seats are available and in accordance with the Parties' respective transfer policies and administrative procedures for Choice Schools and Programs.

h) ISCP is prohibited from discriminatory admission or expulsion of a student on the basis of a student's national origin, ethnicity, race, religion, disability, academic achievement, or sex, including sexual orientation or gender identity.

3) Operations

a) ISCP is exempt from laws and rules to the fullest extent allowed by TEC, Chapter 12, Subchapter C, and exempt from all district policies except for laws, rules, and policies that are specifically identified as applicable to the School(s) in this Agreement and each School's Campus Charter(s). ISCP will have initial, final, and sole authority to run all aspects of the Schools subject only to Applicable Law, this Agreement, and each School's Campus Charter(s).

b) ISCP will retain as much authority as permitted by law or TEA Rule, including 19 Tex. Admin. Code §§ 97.1075 and 97.1079, over its School(s) and operation(s). Any authority or responsibility not specifically given to the District in the Agreement or by law or TEA Rule, will remain with ISCP including, but not limited to, the following:

i) ISCP will have initial, final, and sole authority concerning the mission, vision, and core values of the School in accordance with Applicable Law and each School's charter.

ii) ISCP will have initial, final, and sole authority over strategic planning (e.g. grade configuration, calendar, staffing structure, etc.) for the School(s) in coordination with the District and in

accordance with each School's charter.

iii) ISCP will have initial, final, and sole authority to determine, adopt, and implement each School's entire budget, including any and all federal and state grants due to the School, provided that the amount of per pupil funds that each School receives will be determined in accordance with Section 8 below.

iv) ISCP will have full initial, final, and sole authority with regard to the academic program of the School(s) (subject to state standards), including, but not limited to, curriculum, course selection, class size and teacher leveling (subject to universally applied District staffing formulas and in accordance with Section 8 below), professional development, lesson plans, instructional strategies, instructional materials (as defined in TEC § 31.002(1)), and summer school, in accordance with each School's charter.

v) ISCP will have initial, final, and sole authority to approve all curriculum decisions beyond the minimum requirements outlined in 19 Tex. Admin. Code § 74.2 (relating to Description of a Required Elementary Curriculum) and 19 Tex. Admin. Code §74.3 (relating to Description of a Required Secondary Curriculum).

vi) ISCP will have initial, final, and sole authority to set the school calendar and daily schedule, which may differ from those in other district campuses, in accordance with each School's charter, and agrees to absorb additional costs resulting from this authority, if applicable.

vii) ISCP will have initial, final, and sole authority to approve all assessments at the Partnership School(s) that are not required by the state of Texas. ISCP agrees to participate in beginning-of-year, middle-of-year, and end-of-year district-wide norm-referenced assessments.

c) The District is the Local Education Agency ("LEA") for all purposes, including, but not limited to, compliance with Section 504 of the Rehabilitation Act of 1973, as amended; the Individuals with Disabilities Education Act ("IDEA"); the Americans with Disabilities Act, as amended; Titles VI and IX of the Civil Rights Act of 1964; the Family Education Rights and Privacy Act ("FERPA") and other areas of law applicable to LEA's including those described in TEC §12.056. However, ISCP will have initial, final, and sole authority over programs for students in special populations including, but not limited to, those who qualify for special education, gifted and talented students, and English Learners (Els) at the Schools, subject to and consistent, however, with all applicable state and/or federal requirements.

i) ISCP agrees that the Partnership School(s) will have Dual Language, Transitional Bilingual Late Exit, or English as a Second Language (ESL) programs that will provide native language supports needed for students to achieve mastery of content area standards, as well as proficiency in English. Els will have access to all curricular, co-curricular, and extra-curricular activities available to all other students. Current demographics indicate that the largest population of Els will be native Spanish speakers; therefore, ISCP will make all efforts to recruit staff members who are proficient in Spanish. In addition, professional development for school staff will be tailored to support the bilingual development of the Partnership School(s) students and to encourage and preserve the culture of the school's community. ISCP will ensure interpretation and translation support and/or services for families whose dominant language is not English.

ii) The Partnership Schools' staff will work with the District in the creation and staffing of the ARD Committee or 504 teams and will work with the District to schedule all committee or team meetings and to provide a free appropriate public education ("FAPE"), equal educational opportunity, procedural safeguards and due process to students enrolled at the Partnership Schools.

iii) As the responsible LEA, the District will have the authority to periodically review the Partnership Schools' programs for special populations for legal compliance, through a mutually agreed-upon process.

iv) The District will provide the full continuum of placements for students whose IEP requires placement or services outside of the Partnership Schools' programs, and the District will provide all related services directly (or by contract) and will be responsible for providing all required evaluations (such as psychoeducational evaluations, comprehensive psychological evaluations, and/or neuropsychological evaluations) in accordance with applicable legal timelines or otherwise as agreed by a student's ARD Committee.

v) ISCP and the Partnership Schools' staff will work with the District in helping the District remain in compliance with the IDEA's Child Find and FAPE obligations. ISCP and the Partnership Schools may choose to utilize the District's services and supports in the provision of IEP and 504 student services other than related services referenced above. Where ISCP and the Partnership Schools' staff, together with each student's ARD Committee or 504 Committee, deems that District provision of those services and supports are appropriate and best for students, and such arrangement will be provided by the District and paid for with District funding.

vi) ISCP will be allocated and have access to the benefits of all federal and grant fund or High-Cost Funds ("HCF") at the Partnership schools in the same manner as District schools.

d) ISCP shall adopt the District's FO Series (LOCAL and LEGAL) policies, as amended, and related District administrative procedures, regarding student discipline, including the District's Student Code of Conduct, for the Partnership School(s). ISCP will have freedom to instill its culture at the Partnership School(s) events or activities and select its own behavior management programs and strategies that are in alignment with the District's Code of Conduct.

e) ISCP shall have initial, final, and sole authority with regard to parent engagement and communications, fundraising and grant applications, and community partnerships, in coordination with the District. ISCP and the Partnership School(s) will design and implement family engagement initiatives to involve families in the life of the school.

f) ISCP shall have initial, final, and sole authority for the development of extracurricular activities and sports for the School(s), subject to state UIL rules (if participating in UIL) and subject to the applicable provisions of TEC §12.056(b)(2)(G), TEC §33.081 and any successor statutes, in coordination with the District and with consideration of having adequate staff and budget allocated to oversee extracurricular programs.

g) ISCP will have initial, final, and sole authority over college and career counseling as applicable to the school, in coordination with the District. ISCP will support and enhance dual credit options, career and technical education (CTE) pathways, and college advising programs at the Partnership School(s), if applicable.

h) The District shall provide substitute teachers to the Partnership School(s) upon request by the Partnership Schools' staff in accordance with existing District procedures and policies. The District shall manage the budget for substitute teachers provided to ISCP Partnership Schools and the cost will be charged to the campus base budget in the same manner as District schools.

i) ISCP will have initial, final, and sole authority over the Partnership Schools' marketing, communications, and branding, in coordination with the District.

j) Partnership School Staff will be responsible for the Schools' purchasing and vendor approvals and budgeting subject to the District's Purchasing and Acquisition Policies and Administrative Procedures and Applicable Law. The partners understand that economies of scale may result in one of the partners having preferential

pricing for some goods or services. Therefore, purchases may be made either through the District's Purchasing Office or through the ISCP's (A&M-SA) Purchasing Office so as to ensure that the Partnership School benefits from cost savings when possible.

k) ISCP will manage the school in compliance with all applicable federal, state, and local laws, including but not limited to civil rights and non-discrimination laws, and laws protecting students with disabilities. ISCPshall consult the District's Superintendent and with the District's general counsel when there is a reasonable belief that the District's interests may be jeopardized and specifically when there is a likelihood or reasonable belief that the District may suffer legal exposure to suit or liability.

l) For state, federal, and/or private grants that the District applies and secures on behalf of the School(s), the ISCP will retain full autonomy over the use and designation of these funds while adhering to eligibility and compliance guidelines. The District will be responsible for managing all relevant financial reporting and disbursement functions with ISCP being responsible for all programmatic reporting requirements.

m) Notwithstanding the foregoing, the District will remain the LEA for all relevant state and federal compliance purposes and matters.

n) ISCP (and its employees and staff with an educational need to know) shall be designated as an authorized agent of the LEA and the School(s) for purposes of compliance with FERPA (the Family Educational Rights and Privacy Act), so as to have access to student information. The District shall be responsible for maintenance and custody of student records and shall grant ISCP and the Partnership School(s) permission to use the student records in a manner that is consistent with Applicable Law including student privacy laws. ISCP shall maintain the confidentiality of student records in accordance with FERPA and the District Policy series FL.

o) The District will obtain all Board and TEA approvals that are required to grant ISCP the authorities listed above. In the event that TEA does not approve a required authority under this contract, the Parties agree to reform the specific authority to best capture ISCP's intended authority, but otherwise agree that the remainder of this Agreement shall not be affected thereby and each remaining provision of the Agreement shall continue to be valid and may be enforced to the fullest extent permitted by law. However, if the TEA does not approve a material authority listed above in Section 3 or elsewhere in this Agreement, the Parties agree to reform those portions of the Agreement in good faith either Party reserves the right to terminate the Agreement without penalty should that disapproval put the goals and intentions of this Agreement at risk.

4) <u>Employees</u>

a) ISCP shall directly employ at least one full-time employee to oversee the School(s). ISCP shall manage the Principal(s) of the School(s). ISCP shall have initial, final, and sole authority to directly manage the instructional staff, either employed by the District or ISCP, who provide services to at least a majority of students at the School(s). ISCP shall have initial, final, and sole authority over the assignment of all district employees at the Partnership School(s), including initial, final, and sole authority to approve the assignment of all district employees or contractors to the Partnership School(s), as well as initial, final, and sole authority to supervise, manage, and rescind the assignment of any district employee or district contractor from the Partnership Schools. Any action by ISCP to rescind the assignment of any district employee or district contractor from the Partnership School(s) will be done in accordance with the District's contractual obligations, policies, and administrative procedures and in accordance with Applicable Law. District employees shall have the opportunity to apply for an assignment to the Partnership School(s). In accordance with TEC § 11.174(c), nothing in this Agreement shall affect the rights and protections afforded by current District employment contracts or agreements between the District and its contract employees. If ISCP rescinds the assignment of any District employee or District contractor, the District must grant the request within 20 working days.

b) ISCP will help recruit and train all school leadership, including principals and assistant principals. ISCP will have initial, final, and sole authority over all leadership of the Schools and initial, final, and sole authority to evaluate each School's leader utilizing the District's evaluation procedures and processes as well as any additional performance measures ISCP deems appropriate. The campus principal will serve as the supervisor of all employees at each Partnership School excluding police officers, custodial, and child nutrition staff.

c) This Agreement shall not affect the rights and protections afforded by current District employment contracts or agreements between the District and its contract employees. All employees originally employed by the District and on assignment at the Partnership Schools shall remain District employees and will work under the contractual and termination obligations of the District. Any proposed adverse action against an employee, including, but not limited to non-renewal or termination, must be done in accordance with the District's contractual policies and administrative procedures and in compliance with state and federal law. A reassignment from the Partnership Schools to another assignment within the District shall not be considered an adverse employment action. The District may consult with campus personnel regarding provisions to be included in this Agreement.

d) A person may not be employed by or serve as a teacher, librarian, educational aide, administrator, or school counselor for the Partnership Schools unless the person meets TEA requirements following a review of the person's national criminal history record information as provided by TEC §§ 22.0834 and 22.0832 (to the extent applicable). Any person working directly with YMLA students or accessing confidential student data, including, but limited to, any ISCP employee and any vendor, consultant, or volunteer, must also pass the same criminal history background check. ISCP will contract with the District to perform all criminal history background checks required by this Agreement and Applicable Law. ISCP and the Schools' employees shall adhere to the laws and District policies relating to the reporting of employee misconduct as set forth in TEC Chapter 22A.

e) Any and all legal issues that may arise with the District's employees with regard to their working relationship with ISCP shall be handled by the District's legal counsel at the District's cost, as legal costs are included in the District's administrative fee.

f) If possible, the District and ISCP may pursue any possible waivers or exemptions from certification requirements (where applicable) for staff.

g) ISCP will also have initial, final, and sole authority concerning an employee's performance, management, work hours and conditions, assignment, job description, and duties at the School(s), in accordance with each School's charter and employment contract with the District. However, notwithstanding any additional or supplemental employee evaluation instrument it wishes to implement, ISCP shall implement the Texas Teacher Evaluation and Support System ("T-TESS") and the Texas Principal Evaluation and Support System, ("T-PESS") when evaluating its professional staff in accordance with the District's policies, administrative procedures, and timelines. The District execution of those evaluations shall not interfere with ISCP's initial, final, and sole authority on which employees are assigned to work at the school. The school principal, in coordination with the District, shall conduct required appraisal training in order to successfully implement the T-TESS and T-PESS evaluation system, with support provided by ISCP as appropriate.

h) The District shall be responsible for all salaries, compensation, benefits, and personnel records of its employees assigned to the Partnership School(s), with all costs being charged to the campus budget.

5) Communications and Marketing

a) ISCP will provide the School(s) with support regarding all press inquiries, press releases, school tour requests, web marketing, branding and all other external relations, including corporate and institutional partnerships, community engagement, and civic initiatives, and at all times keeping the District reasonably

informed. Such support will include acting as or providing spokespersons for the Partnership Schools before the media.

b) ISCP may design supplemental marketing materials used by the school. The District shall continue to include the School in its standard districtwide communications, enrollment outreach, and marketing efforts applicable to district campuses. ISCP shall remain responsible for any production or marketing costs attributable to supplemental materials it elects to produce for the benefit of the School.

c) It is understood and agreed that ISCP will request all staff and all parents of students to sign a media release form annually; those who do not sign the agreement will not have their or their child's images or information used in media releases.

d) ISCP will coordinate with and maintain a collaborative and working relationship with the District's Communications Department.

e) ISCP will ensure that the Partnership Schools and staff are aware of relevant District information and meet applicable District deadlines, including public information response deadlines.

6) Supervision of the Schools

a) ISCP will inspect the Partnership Schools from time to time, but at least quarterly, using formal and informal inspections, announced and unannounced as appropriate, and may, at its discretion, arrange for third-party evaluation and feedback as it deems appropriate regarding (i) the instructional program of the Partnership School(s) and (ii) the Partnership Schools' impact on student achievement, all as may be necessary in order to ensure progress towards the Partnership Schools' goals and compliance with all regulatory and charter requirements.

b) ISCP will prepare reports and documentation as reasonably required by the District, working with the Partnership School(s) in a timely and thorough manner, including any accountability plans and/or annual and/or periodic reports in accordance with state and federal reporting requirements and timelines.

c) ISCP will integrate the Partnership Schools into ISCP's existing network data and accountability systems (if applicable). To the extent possible, and legally permissible, ISCP will include the Partnership School(s) in its data collection and management systems. ISCP and the Partnership School(s) will preserve and protect all personal identifying information as required by federal, state, and local data and educational record privacy laws.

d) The Partnership Schools' students will be listed on the District's student information system. The District will perform the same PEIMS functions, including all reporting to TEA, that it performs for all current District campuses, as part of its administrative fee. ISCP will have control over the Schools' student data other than PEIMS-related data. Although ISCP will have control of its students' data during the term of this Agreement and in a manner that is consistent with Applicable Law, the District shall remain responsible for maintenance and custody of student records with cooperation and support from ISCP in the administration of the record maintenance system. Such cooperation and support from ISCP shall include submission of any required student or employee data in accordance with District policy, procedure, and designated timelines.

e) ISCP shall maintain the confidentiality of all student data in accordance with FERPA, the District Policy series FL, and all Applicable Law.

f) The District will allow ISCP and Texas A&M-San Antonio to conduct research utilizing the School(s) in accordance with District policies and procedures, which may necessitate additional data sharing agreements. ISCP will allow the School(s) to participate in research projects and partnerships in accordance with District policies and procedures, which may necessitate additional data sharing agreements.

7) Governance

a) ISCPshall have a Governing Board for its operations. The ISCP Governing Board shall comply with the Texas Open Meetings Act and Texas Public Information Act under the Texas Government Code, including, but not limited to, any requirements related to the posting of Governing Board meeting agendas and the manner in which Governing Board meetings are conducted.

b) The ISCP Governing Board shall not include any member of the SAISD Board of Trustees, any District staff, including the Superintendent, or any District appointees. At least a quorum of the Governing Board shall meet, at minimum, three times annually to hear any matters related to the Partnership Schools. In addition to any other legal requirements under the Texas Open Meetings Act, ISCP shall post Governing Board meeting agendas and meeting minutes on a publicly accessible website operated by ISCP.

c) Each School's overall educational framework, mission, budgetary approval, and policies shall be developed and adopted by ISCP's Governing Board. The School(s) shall be subject to the direction, control, policies, practices, and procedures of ISCP, subject to the requirements of this Agreement and input from the Governing Board. ISCP shall ensure that the curriculum meets the requirements of state law.

d) ISCP's Governing Board shall adopt each Partnership Schools' operating budget at a meeting open to the public in accordance with the District's annual financial and campus-based budgeting policies, procedures, and timelines.

e) ISCP shall ensure that the following are posted on a publicly accessible website operated by ISCP: (i) the current roster of all Governing Board members; (ii) the annual schedule for Governing Board meetings; and (iii) all Governing Board meeting agendas and minutes. The District is also authorized to post this information on the district website in a manner that is easily accessible by District staff and the public, at its discretion.

8) Finance

a) The Parties understand that this Agreement outlines the financial terms of the partnership that best meets the needs of both parties. ISCP agrees to operate program enhancement at the partnership school(s) by utilizing their specific expertise and agrees to oversee the operation of the school(s) according to the terms described. The partnership schools will receive the SB1882 budget in a segregated fund, to be utilized for the Partner Management Fee, the District Administrative Fee, and to support the specific program costs and other budget enhancements for their schools as determined by the Partner. The SB1882 budget is defined as the amount in Row 60 in the DPE Difference Column of the "Additional Aid for Partnering to Operate a District Campus" for this specific campus in the District's TEA Summary of Finance report.

(i) The SB1882 budget will be estimated during the spring budgeting process and made available to the schools for budget planning purposes by the end of February each year. Enrollment projections used during the spring budgeting process are preliminary and will be subject to revision based on actual student enrollment prior to the start of the school year and during the reconciliation processes described below.

(ii) The SB1882 budget will be subject to a settle-up reconciliation at the partner network level after the first 6-weeks of school, at which time the partner schools will either earn additional SB1882 budget or will have budget removed to align to actual enrollment and demographic statistics at that time.

(iii) At the end of October, following the completion of each school year, there will be a final settle-up reconciliation for the school year against TEA's Summary of Finances report which will be in the "Near-Final" status. At that time, the total SB1882 budget earned will be compared to the

budget that was provided to the school. Any difference owed to the school will be added and any overpayment will be deducted from the campus for the current budget year.

(iv) During the same October final settle-up, earned but unspent SB1882 budget will be evaluated for eligibility to be rolled over into the new school year, subject to these limitations:

1. Only non-personnel SB1882 budget line items are eligible to be considered for the roll forward.

2. Since the budget is intended to be utilized each year to benefit the student's education, the roll forward amount will be limited to no more than 10% of the final calculated SB1882 revenue earned for each school individually per TEA's Near-Final Summary of Finance.

b) The partnership schools will receive a base local and Title I operating budget for each school calculated according to the same staffing and budget guidelines employed for all district schools.

i) All schools (district & partner) will receive enrollment projections no later than January of each year, which will be the primary basis for the budget and staffing allocations.

ii) All schools (district & partner) will have the opportunity to appeal enrollment projections by following the District's process.

iii) All schools (district & partner) will receive a staffing and budget packet through Human Capital Management no later than February of each year, which will include:

(a) Guideline-driven staffing allocations
(b) Campus Discretionary budget allocation
(c) Projected Title I Discretionary budget allocation
(d) SB1882 Budget

Partners, in collaboration with their Principals, the Campus Advisory Council, and HCM, will determine how to best utilize their discretionary budgets to best meet the needs of each campus, and will submit completed budget packet through HCM according to district-provided deadline, generally in March.

iv) All schools (district & partner) will receive benefits from all other state, federal, and private grants according to the same methodology for allocation of services and goods, and in the same manner used for all SAISD schools according to campus need and the specific purpose of each funding source.

c) The District agrees to employ all campus staff generated by district budget guidelines or purchased using guideline-driven discretionary district budgets, and to provide compensation, benefits, and administrative services to all SAISD staff according to the same plan, whether serving in a district or partner school.

d) The District will retain a 5.5% Administrative Support Fee from the SB1882 revenue earned by the partner school(s), for charter authorization and district administrative and governance services as noted below:

i) Charter authorizing services, including the quality seats analysis, the annual call for quality schools, performance and progress monitoring using the school performance framework, and facilitating partner contract renewals and amendments.

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ii) District Superintendent, Board services, policies & procedures, legal counsel, and other governance matters.

iii) Services to maintain state and federal compliance, reporting, and other related systems, including, but not limited to, special education, audits, grants, student information systems, and state accountability.

iv) Unified enrollment system platform and related services.

v) Human capital & financial systems including but not limited to criminal background checks, hiring platform, compensation systems, employee benefits management, records management, and financial and procurement compliance.

The Administrative Support Fee % will be subject to an annual update based on the actual costs experienced for these services but will not increase by more than 0.1% annually.

e) The District agrees to assume the financial liability for the total cost of staffing and operating the school, including any operating surplus or deficit recognized. Nothing in this provision shall limit the Operating Partner's authority over the academic, operational, and programmatic management of the Partnership School as otherwise provided in this Agreement. The Partner agrees to accept the base budget resulting from the District's staffing and budgeting guidelines and practices, and acknowledges that the difference between the provided base budget and the earned Foundation School Program revenue, as reported on TEA's Summary of Finances, will be retained by the District in order to pay the following costs on behalf of the Partner schools, if applicable, and to provide the following complement of services, oversight, and other services that may not be detailed below:

(i) Student transportation, including athletic transportation and field trips.

(ii) Facilities repair & maintenance, grounds maintenance, utilities, and custodial cost.

(iii) Property insurance cost for district facilities and district-owned contents. (District is not responsible for insuring any personal property owned by the Partner.)

(iv) Information technology equipment, repair, support, network services, and infrastructure at a level reasonably designed to meet schools' basic technology requirements.

(v) Data operations, PEIMS, access & enrollment services.

(vi) Communications & family engagement.

(vii) Academics, school leadership, & partnership services.

(viii) Educational technology and strategy.

(ix) Safety & security equipment (cameras, door card readers, etc.), and SAISD police department.

(x) Student support and health services.

(xi) Disability & learning support services oversight, Section 504, dyslexia, dysgraphia, hearing, vision, orientation and mobility, assistive technology, adaptive equipment, speech, psychology, orientation and mobility, reading, adaptive physical education, and occupational and physical therapy, dual-language, ESL, and migrant student services.

(xii) Athletics and fine arts programming oversight.

(xiii) Social, emotional, and academic development.

(xiv) Curriculum, instruction, & assessment oversight.

(xv) CCMR, College, CTE, military readiness program oversight.

(xvi) Disciplinary Alternative Education Programs (DAEP), in the event that such programs should be necessary.

(xvii) Human Capital Management, employee benefits, risk, and safety.

(xviii) Financial services, planning & budget, procurement services, Medicaid program oversight.

f) All SAISD schools (district and partner) will receive services from the Child Nutrition Program and Food Services as a pass-through federal grant. The District will remain the Contracting Entity and School Food Authority for all purposes and will retain responsibility for compliance with federal or state Child Nutrition guidelines and legal requirements. ACD will maintain a collaborative and working relationship with the District's Food and Child Nutrition Services division.

g) If the parties mutually agree to modify the services provided by the District, either at no cost to ACD or as a modification to the administrative support fee outside of the parameters of section 8 d., the parties must revise this Agreement accordingly.

h) All Partnership school(s) will utilize the District's financial reporting policies and administrative procedures to ensure compliance with state, federal & local reporting and compliance requirements in accordance with Governmental Accounting Standards Board (GASB), Generally Accepted Accounting Principles, Generally Accepted Auditing Standards (GAAS) and Texas Education Agency Financial Accountability System Resource Guide. Nothing herein contained shall contractually require ISCP to revise its financial accounting and reporting systems to adapt to the relationship herein established, or for ISCP itself to maintain any such system separate from its own and the District's self-maintained such systems, except for entries which ISCP policies, ISCP procedures, GASB and other authorities applicable to ISCP may require due to the relationship herein established.

i) Except as set forth in Section 8(a)(iv) of this Agreement, regarding the SB1882 budget for the School, funding and resources allocated to the School(s) in a given fiscal year must be spent within that fiscal year for the benefit of the students. As such, any unspent and/or unobligated funds will remain with the District after the close of the fiscal year. The sole exception to this rule may be in the event that carryover is permitted for a federal, state or private grant in accordance with the stated requirements or provisions of the grant. Unspent or unobligated grant funding must be administered in compliance with grant requirements to ensure compliance with grant covenants and federal funding carryover requirements.

j) References to "fiscal year" in this Agreement means the annual period beginning July 1 and ending June 30.

k) There shall be no requirement that ISCP make cash expenditures of its own funds as distinguished from Partnership School funds under this Agreement, except as may be explicitly stated herin. The costs of employment of the full-time employee required to oversee the Partnership school(s), as required by 19 TAC §97.1075, and except as may be explicitly stated in this Agreement.

9) Management Fee

a) Both parties acknowledge and agree that the goal of this Agreement is to focus all efforts, money, assistance, and aid to the Partnership school(s)' students and site-based staff (i.e. teachers, instructional coaches, etc.) Consequently, the management fee (the "Management Fee") retained by the Partner should not exceed 1/3 of the SB 1882 funds earned by the Partnership school(s).

b) As compensation for its services hereunder, ISCP shall receive a management fee (the "Management Fee") in an amount equal to 94.5% of the SB 1882 Funds actually received by the District and attributable to the Partnership School. The District's obligation to pay the Management Fee shall be contingent upon the District's receipt of SB 1882 Funds.

c) Within the agreed-upon parameters limiting the percentage of the Management Fee as it relates to the SB 1882 funds earned, the partner can request a contract amendment to update the Management Fee. All SB 1882 funds earned, including those paid to the Partner as a Management Fee, are subject to the annual budget reconciliation as described in section 8 a. iii.

d) If the Texas Legislature repeals or defunds Senate Bill 1882 or changes the amount of SB 1882 Funds awarded to the District on a per pupil basis, either Party may request a revision to the Management Fee. In such case, both Parties shall negotiate in good faith the terms of the Management Fee. If the Parties cannot mutually agree on a revised Management Fee within sixty days of the request for a revision, either Party shall have the right to terminate this contract.

10) Performance Contract Metrics and Annual Financial Audit

a) The Superintendent of Schools of the District or his designee shall develop a charter School Performance Framework ("SPF") by which the Partnership Schools will be evaluated in consultation with ISCP. The SPF will inform District decisions related to campus replacement, restart, or closure.

b) ISCP and the Partnership Schools will be subject to SAISD board policy EL(LOCAL), which describes school performance, performance contracts, and the process for charter renewal, probation, and revocation. Performance objectives may include, but not be limited to student proficiency, academic growth, and college readiness. Additional objectives as well as a timeline may be developed for charters established at campuses that do not meet state accountability standards.

c) The School Performance Framework shall inform the development and execution of tentative performance expectations for all Partnership Schools at the time a Partnership School is authorized by the Board of Trustees and incorporated into this Agreement. For any Partnership School that is a new startup school, the Superintendent or designee shall hold a conference with ISCP staff and the School principal in the fall of year two of the School's operation to establish performance baselines and set three- or five- year student achievement targets aligned to the state accountability standards and the District's School Performance Framework. The tentative performance contract metrics shall then be finalized, approved by the Board of Trustees, and attached to this Agreement. If any existing District school becomes a Partnership School subject to this Agreement, the Superintendent or designee shall hold a conference with ISCP staff and the School principal in the fall of year one of the School's operation to establish performance baselines and set three- or five-year student achievement targets aligned to the state accountability standards and the District's School Performance Framework. The tentative performance contract metrics shall then be finalized, approved by the Board of Trustees, and attached to this Agreement. Board decisions related to campus charter renewal, probation, or revocation shall be based on the School Performance Framework and this Agreement.

d) The Superintendent or designee 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 by the Board of Trustees.

e) The Partnership Schools' Performance Metrics are detailed in **Exhibit A** to this Agreement. Any future changes to performance metrics will expressly require ISCP's agreement. ISCP agrees to negotiate any changes to the performance contract metrics in good faith. The Partnership Schools will only be held to such performance metrics to the extent that the District holds its own schools to the metrics. If the District does not enforce the State's accountability ratings framework for District schools, it will forfeit the right to enforce the state accountability ratings framework against the Partnership Schools.

f) As required by 19 TAC 97.1075(d)(3) and SAISD Policy EL(LOCAL), ISCP will complete an annual, independent financial report of ISCP meeting the expectations outlined in 19 TAC 109.23 (relating to School District Independent Audits and Agreed-Upon Procedures) and submit the resulting audited annual financial report, including an unqualified audit opinion, to the District within 150 days after the close of ISCP's fiscal year. The first audit will commence after completion of the fiscal year in progress at the time the contract is signed. The District may terminate this agreement prior to the expiration date in the event that receives a qualified audit opinion and fails to remedy any material underlying basis for the qualified audit opinion including, but not limited to, material errors within the audit, within 60 working days. ISCP will also submit a draft version of its audit report to the District within 10 days after the close of the District's fiscal year.

g) In accordance with SAISD Policy EL(LOCAL), the Board may place on probation or revoke the charter of a Partnership School if the School:

i) Violates a provision of applicable state or federal law, which may result, after a cure period, in revocation of the School's charter at the conclusion of the school year;

ii) Fails to meet the metrics set forth in the performance contract for the School's charter after a three- or five-year review period;

iii) At the end of two school years, is rated as "improvement required" or fails to meet state accountability standards or is at the bottom five percent in comparison to all campuses in terms of student achievement in the District based on the school performance framework; or

iv) Fails to meet generally accepted accounting standards for fiscal management.

11) Facilities

a) Per Finance Section 8 e., the District assumes responsibility for all custodial and maintenance services for the Partnership School(s) as part of the base budget provided to each school. The District will plan improvements for facilities owned by the District based on information regarding facilities condition and future projected demographic planning for building and space needs. The cost of providing these goods and services will be charged to each school (district-managed and partner-managed) in the same manner.

b) The District will provide the following to the Partnership School(s): facility repair and maintenance, security equipment (cameras, door card readers, etc.) and technology infrastructure at a level reasonably designed to meet the Partnership Schools' technology requirements (Internet, phone, wireless access points, etc.). The District will also pay property insurance costs for District facilities (see Finance and District Services sections of the Agreement) and ISCP will be a named additional insured on all such insurance policies, or any program of self-insurance, reinsurance policies, or risk pool participation that covers losses of or damages to real property and structures owned by the District. The District is not responsible for insuring any personal property owned by ISCP or the Partnership School(s) unless the property was purchased for the school with district or campus funds.

c) By April 1 of each school year, ISCP shall have access to any school buildings proposed to be utilized by Partnership School(s) for the following school year. The District will make any required repairs, as determined by ISCP and the District, before ISCP takes possession of the school. ISCP will be granted specific District campus access for the purpose of operating the schools at the agreed-upon District campus.

d) The District will give ISCP access to records in the District's possession on the condition of the facility and maintenance and any capital improvements completed at the facility.

e) The District shall be responsible for ensuring the Partnership Schools maintain E-Occupancy from the City of San Antonio, are suitable and fit for school use, and satisfy applicable ADA accessibility requirements and any mandated school security requirements.

12) Best Practices

a) ISCP will participate in any in-district charter school or Innovation Zone advisory council or regularly occurring meeting established or called by the District.

b) A key goal of this Agreement will be to share best practices so that ISCP and the District learn from each other in the pursuit of improved educational outcomes and to close the achievement gap. Both Parties will share academic and operational data on a regular basis and work collaboratively in a spirit of continuous improvement.

13) Representations; Warranties and Covenants

Each of the Parties represents, warrants and covenants to the other Party that:

i. it has all the requisite power and authority necessary to execute and deliver this Agreement and to perform its respective obligations hereunder (subject to TEA approval);

ii. it agrees to conduct its business in compliance with all applicable local, state, federal laws and regulations, and this Agreement.

14) Trademarks; School Materials; Ownership and Use; New Intellectual Property

a) Pre-Existing Intellectual Property. Each of the Parties shall retain sole ownership of all intellectual property owned or developed by that Party prior to the Effective Date of this Agreement ("Pre-Existing Intellectual Property"), including without limitation all trade secrets, know-how, proprietary data, documents, curriculum, frameworks, instructional materials, research materials, written materials in any format, trademarks, service marks, logos, and other proprietary rights. Nothing in this Agreement shall be construed to transfer ownership of any Party's Pre-Existing Intellectual Property.

b) Intellectual Property Created During the Term. Intellectual property created, developed, or reduced to practice during the Term of this Agreement ("New Intellectual Property") shall be owned as follows:

i. Intellectual property created exclusively by ISCP personnel shall remain the sole property of ISCP;

ii. Intellectual property created exclusively by Texas A&M San Antonio (A&M-SA) faculty shall remain the sole property of A&M-SA or the faculty member in accordance with Texas A&M System institutional intellectual property policies;

iii. Intellectual property created exclusively by the District or its personnel shall remain the sole property of the District;

iv. Intellectual property jointly created by personnel of the Parties shall be jointly owned.

v. Either Party may use jointly created intellectual property for educational or research purposes upon written notification to the other Party. Any commercial use of jointly created intellectual property shall require a separate written agreement executed by the Parties outside the scope of this Agreement.

vi. Except as expressly provided herein, neither Party shall use the other Party's intellectual property outsidethe scope of this Agreement without prior written consent.

a. License for Incorporated Materials. If Pre-Existing Intellectual Property of either Party is incorporated into New Intellectual Property created under this Agreement, the incorporating Party grants to the other Party a non-exclusive, non-transferable license to use such incorporated materials solely for purposes of fulfilling obligations under this Agreement and operating the School(s). Such license shall not extend beyond the Term unless otherwise agreed in writing.

b. Third-Party Materials. ISCP warrants and represents that it has obtained all necessary rights, licenses, permissions, and clearances for any third-party materials incorporated into materials used at or created for the School(s), and that such materials are properly licensed for use by the District consistent with the purposes of this Agreement. ISCP shall provide documentation of such licenses upon reasonable request.

The District shall bear the same responsibility for third-party materials incorporated by District personnel.

c) Restrictions on Use. Neither Party shall use intellectual property owned exclusively by the other Party for services provided to third parties outside the scope of this Agreement without prior written consent.

This restriction shall survive the termination or expiration of this Agreement.

d) Limited License to District Intellectual Property. The District grants ISCP a non-exclusive, non-transferable, revocable license to use District-owned intellectual property solely for purposes of performing its obligations under this Agreement during the Term. This license shall automatically terminate upon expiration or termination of this Agreement unless otherwise agreed in writing.

e) Trademarks and Quality Control. To protect and preserve the strength of each Party's trademarks and associated goodwill, the nature and quality of services provided under the other Party's trademarks shall conform to the standards maintained by the trademark owner. Each Party shall use the other Party's trademarks only in the form and manner prescribed by the owning Party and with appropriate legends where required.

Neither Party shall acquire any ownership interest in the other Party's trademarks by virtue of this Agreement.

f) Use of Intellectual Property Following Termination. Upon termination or expiration of this Agreement:

i. Each Party shall cease use of intellectual property owned exclusively by the other Party, except as otherwise permitted by separate written agreement.
ii. Each Party shall return or destroy materials containing the other Party's proprietary intellectual property, as directed by the owning Party, subject to legally required retention obligations.
iii. Jointly owned intellectual property may continue to be used by either Party for non-commercial educational or research purposes, unless otherwise agreed in writing.

Upon request, a Party shall certify in writing its compliance with this Section.

15) Term & Termination

a) This Agreement shall commence on July 1, 2026 and end on June 30, 2029, (the "Initial Term"), unless terminated pursuant to its terms.

b) A simple majority vote of District trustees present at a duly called meeting is sufficient authority to terminate this agreement.

c) The District may terminate this Agreement prior to the expiration date if any Partnership School(s):

i. Fail to meet generally accepted accounting standards for fiscal management, following written notice from the District and a 60-day opportunity to cure;

ii. Fail to meet the metrics set forth in those Schools' performance contracts after the annual goals are established from the baseline year review period; provided, however that prior to any termination based on such failure, the District shall provide written notice identifying the areas of concern and allow ISCP reasonable opportunity, not to exceed one academic year, to implement a corrective action plan designed to address the identified performance deficiencies.

iii. Are rated as "unacceptable performance" or otherwise fail to meet state accountability standards after their second school year in operation; or

iv. Are in the bottom five percent in comparison to all District campuses based on the District's School Performance Framework after their second school year in operation.

d) In accordance with 19 Texas Administrative Code section 97.1075(d)(5), due process will be afforded ISCP as follows:

i. A requirement of a public hearing at least 30 days prior to any action to terminate this Partnership Agreement when ISCP has successfully met the performance expectations and goals described in this agreement; and

ii. A requirement of a public hearing at least 60 days prior to any action to extend this Partnership Agreement when ISCP has failed to successfully meet the performance expectations and goals described in this agreement.

e) Following the Initial three (3) Year Term, the term of this Agreement may be extended by agreement of the Parties (as reflected in each case in a written renewal agreement) for successive, not to exceed, two-year periods (each a "Renewal Term").

f) This Agreement may be terminated at any time prior to its expiration date by the Parties, with or without cause, upon mutual written consent.

g) This Agreement may be terminated prior to its expiration date by the District if the District delivers a written notice of termination (including the reasons therefor) to ISCP, in the event that (i) ISCP commences any case or proceeding, or files any petition in bankruptcy, or for reorganization, liquidation or dissolution, or has been adjudicated insolvent or bankrupt, or applies to any tribunal for a receiver, intervener, conservator or trustee for itself or for any substantial part of its property, (ii) an administrative or judicial body has suspended or revoked any license which may be required for ISCP to carry on its business and perform its obligations under this Agreement other than for technical paperwork violations, (iii) ISCP violates any material provision of law with respect to the Partnership School(s) from which the Partnership School(s) were not specifically exempted, (iv) ISCP is found by a court of competent jurisdiction, or other lawful authority to have made fraudulent use of the Partnership Schools' funds, (v) ISCP breaches any of the material terms and conditions of this Agreement, *provided* ISCP has not cured the breach within sixty (60) days from receipt of a notice of

breach from the District; or (vi) receives a qualified audit opinion and fails to remedy any material underlying basis for the qualified audit opinion including, but not limited to, material errors within the audit, within 60 days. The notice of termination shall be delivered at least thirty (30) days prior to the date of termination and shall be effective at the close of the school year in which such notice is issued.

h) This Agreement may be terminated prior to its expiration date by ISCP if it delivers a written notice of termination (including the reasons therefor) to the District, at least ninety (90) days prior to the intended Termination Date, in the event that the District materially breaches any of the material terms and conditions of this Agreement, *provided* the District has not cured the breach within sixty (60) days from receipt of a notice of breach from ISCP.

i) Upon termination of this Agreement, whether with or without cause, ISCP shall be entitled to a prorated Management Fee for the portion of the fiscal year up to the Termination Date, computed based upon the number of days in the fiscal year up to the date of termination divided by the total number of days in the fiscal year. To the extent this Agreement is terminated as permitted, then such termination shall be without liability to any Party or to any affiliate, shareholder, trustee, director, officer or representative of such Party, and following such termination no Party shall have any liability under this Agreement or relating to the transactions contemplated by this Agreement other than in this Section; *provided* that no such termination shall relieve any Party from liability in respect of breaches by such Party prior to such termination.

16) Indemnification; Insurance

a) Hold Harmless

To the greatest extent allowed by Texas Law, each Party, as an "indemnitor" shall indemnify and hold harmless the District and its affiliates, subsidiaries, trustees, directors, officers, agents, servants, and employees (each, an "Indemnitee"), for and from any and all damages, claims, liability, losses and expenses incurred by any Indemnitee in respect of, arising out of, or involving, a claim made by any third-party against any Indemnitee resulting from or arising in connection with any negligent act or omission or willful misconduct of the indemnitor, its trustees, directors, officers, directors, agents, servants or employees, whether in connection with the services or support functions to be provided under this Agreement or activities undertaken pursuant to this Agreement.

Indemnification under this Section shall not apply to the extent that any claim, damage, liability, loss or expense results from the negligence or willful misconduct of the Indemnitee.

b) Consent

An Indemnitor shall not consent to the entry of any judgment or settle or compromise any third-party demands, claims, actions, suits, or proceedings for which an Indemnitee has sought indemnification unless the Indemnitee has been fully released from liability or has provided prior written consent. The Indemnitor shall provide not less than fifteen (15) calendar days' prior writtennotice of any proposed consent, settlement, or compromise, and afford the Indemnitee an opportunity to consult regarding such proposed resolution. Such consent shall not be unreasonably withheld.

c) Indemnitee Rights

The rights to indemnification and reimbursement provided by, or granted pursuant to, this Section shall continue as to an Indemnitee who has ceased to be a trustee, director, officer, agent, servant, or employee of either Party. The provisions of this Section shall constitute a binding contractual obligation between the Parties with respect to indemnifiable claims arising during the Term of this Agreement. No repeal or modification of this Section shall affect any rights or obligations with respect to facts or claims arising prior to such repeal or modification.

d) Additional Insured

Each Party agrees to request from its insurance carriers that the other Party be added as an additional insured on any policies of insurance related to transportation or general liability maintained by that Party and applicable to this Agreement. Each Party will provide a certificate of insurance evidencing such coverage within ten (10) calendar days of receipt and will notify the other Party of any material changes in coverage.

17) No Waiver of Immunity

a) Nothing contained in this Agreement shall be construed as a waiver of any immunity or defense available to either Party under Texas law, including but not limited to immunity granted under TEC, Chapter 22, Subchapter B, and TEC, Chapter 12, Subchapter C.

b) Notwithstanding the foregoing, the Parties acknowledge and agree that this Agreement constitutes a contract for goods and services subject to Chapter 271, Subchapter I of the Texas Local Government Code in that immunity is waived only to the extent provided therein for the purpose of adjudicating a claim for breach of this contract. No waiver for immunity shall be construed beyond the limited waiver expressly provided under applicable law.

18) Miscellaneous

a) Notices. All communications and notices relating to this Agreement are to be delivered in writing, with confirmation of delivery, to the following address or to such other address as either parry may designate from time to time:

If to District, to:

Dr. Jaime Aquino
Superintendent
514 W. Quincy
San Antonio, TX
78212Telephone: (210)
554-2280
Email:
JAQUINO1@SAISD.NET

With a copy to:

Melissa Alcala, Ed. D.
Assistant
Superintendent – 1882
Partnerships
514 W. Quincy
San Antonio, Texas
78212
Malcala1@saisd.net
210-554-2662

With a copy by e-mail to:

Pablo Escamilla
Escamilla & Poneck, LLP

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700 N. St. Mary's St., Suite 850
San Antonio, TX 78205
Telephone: 210-503-4116
Facsimile: 210-225-0041
Email: pescamilla@escamillaponeck.com

If to ISCP, to:

Dr. Henrietta Munoz
CEO
Texas A&M San Antonio Institute for School and Community Partnerships
One University Way
Madla Building, Rm. 354
San Antonio, TX 78224

With a copy to:
Dr. Sonia SanchezCAO
Texas A&M San Antonio Institute for School and Community Partnerships
One University Way
Madla Building, Rm. 354
San Antonio, TX 78224

With a copy by e-mail to:
Denise Nance Pierce
Schulman, Lopez, Hoffer & Adelstein, LLP
9011 Mountain Ridge Drive #210
Austin, TX 78759
Telephone: 512-963-7699
Email: dpierce@slh-law.com

b) Severability. In the event that any provision of this Agreement or the application hereof to either Party or in any circumstances shall be determined to be invalid, unlawful, or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to either Party or circumstances other than those as to which it is determined to be invalid, unlawful, or unenforceable, shall not be affected thereby, and each remaining provision of this Agreement shall continue to be valid and may be enforced to the fullest extent permitted by law. The Parties shall cooperate in good faith to modify any invalid provision so as to effectuate the original intent to the fullest extent permitted by law.

c) No Agency. Neither Party will be the agent of the other Party except to the extent otherwise specifically provided by this Agreement. Neither Party has the express nor implied authority to bind the other Party to any contractual duty other than what is specifically stated in this Agreement. Each Party shall represent to third parties the extent of its binding authority Consistent with this Agreement and Applicable Law, and nothing herein shall be construed to create a fiduciary relationship between the Parties.

d) No Waiver. The failure by either Party hereto to insist upon or to enforce any of its rights shall not constitute a waiver thereof, and nothing shall constitute a waiver of such Party's right to insist upon strict compliance with the provisions hereof. No delay in exercising any right, power or remedy created hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy by any such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy preclude any other or further exercise thereof. Any waiver must be in writing and signed by the Party

granting such waiver.

e) No Common Control. Neither Party is a division, subsidiary, affiliate, or any part of the other Party, nor has the right or authority to exercise any common control of any other Party. Nothing herein shall be construed to create a partnership, joint venture, employment relationship, or other joint enterprise by or between the District and the ISCP.

f) Assurance of Independence. ISCPand/or the Partnership Schools' governing body shall remain independent of the District. Neither ISCP nor the Schools' governing bodies shall be comprised of any members of the District's Board of Trustees, the District's Superintendent, or any staff member responsible for granting or overseeing this Agreement. Likewise, nothing herein shall restrict the District's governance authority as required by law.

g) Amendments. This Agreement shall not be changed, modified or amended nor shall a waiver of its terms or conditions be deemed effective, except by a writing signed by authorized representatives of both Parties.

h) Good Faith Cooperation. The Parties hereto acknowledge that the management of the Partnership School(s) may present legal and operational uncertainties. The Parties therefore agree to work together in good faith and in a manner consistent with the spirit and intent of this Agreement to resolve any new or unforeseen issues that arise during the Term.

i) Assignment. This Agreement may not be assigned (whether by operation of law, merger, or otherwise) by either Party without the prior written consent of the other Party. The covenants and agreements contained herein shall be binding upon and inure to the benefit of, the heirs, legal representatives, successors and permitted assigns of the respective Parties hereto.

j) Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas, without regard to the conflicts of law principles.

k) Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, and all of which together shall constitute one and the same agreement. Electronic signatures and copies shall be treated as originals to the extent permitted by law.

l) Costs. Except as expressly provided in this Agreement, each Party shall bear its own costs and expenses incurred in connection with the negotiation, execution, and delivery of this Agreement.

m) No Third-Party Beneficiaries. This Agreement does not confer any rights or remedies upon any person or entity, other than the Parties hereto and their respective successors and permitted assigns.

n) Interpretation. Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine, and neuter. The words "hereof", "herein" and "hereunder" refer to this Agreement as a whole. References to Articles and Sections refer to articles and sections of this Agreement. References to "including" or any variation thereof will be construed as meaning "including without limitation". Exhibits, Schedules, Appendices, and Annexes are attached hereto this Agreement, as amended pursuant to this Agreement from time to time, each of which is made a part of this Agreement for all purposes. All headings and captions contained in this Agreement are inserted for convenience only and shall not be deemed a part of this Agreement. The Annexes are considered a part of this Agreement. The word "extent" in the phrase "to the extent" means the degree to which a subject or other thing extends, and such phrase does not mean simply "if". The sign "$" when used in this Agreement means the lawful money of the United States of America.

o) Direct and Indirect Actions. Where any provision refers to action to be taken by any person or entity, or which such person or entity is prohibited from taking, such provision will be applicable whether such action is

taken directly or indirectly by such person or entity.

p) Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, representations, and statements, whether oral, written, implied or expressed, relating to such subject matter.

q) Venue. This Agreement is hereby deemed performable in Bexar County, Texas. Mandatory and exclusive venue for any lawsuit or adjudicatory proceeding brought by either Party relating to this agreement shall be in a court of competent jurisdiction located in Bexar County, Texas.

r) Compliance and Responsibility. Each Party shall be solely responsible for compliance with the obligations assumed by or assigned to it under this Agreement. Neither Party shall be responsible for any penalties or liabilities arising from the other Party's failure to comply with its obligations, except to the extent such penalty or liability results from the action or inaction of that Party or its employees.

s) Subject to applicable law, immunity provisions, and the policy limits of applicable insurance coverage, each Party shall defend and indemnify the other Party from claims solely arising out of its own obligations under this Agreement.

t) Additional Schools. ISCP will have discretion as to whether it will propose to open and operate additional schools; however, any additional schools within the District shall require written agreement between ISCP and the District's Superintendent, subject to Board approval.

u) Policy Compliance and Notice. This Agreement requires ISCP to comply with specific District policies, including but not limited to EL(LOCAL), FD(LOCAL), and FDB(LOCAL). To ensure ISCP's ability to comply with such policies, the District will inform each School principal regarding any changes to such policies within 30 days after the SAISD Board approves such changes. The District will also utilize the in-district charter school or Innovation Zone advisory council to inform ISCP regarding upcoming policy changes.

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first written above.

DISTRICT: **SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**

By:_____
Alicia Sebastian
President, San Antonio ISD Board of Trustees

By:_____
Dr. Jaime Aquino
Superintendent, San Antonio ISD

OPERATING PARTNER: **TEXAS A&M SAN ANTONIO INSTITUTE FOR SCHOOL AND COMMUNITY PARTHERSHIPS**

By:_____
Dr. Henrietta Munoz
CEO, Texas A&M San Antonio Institute for School and Community Partnerships

By:_____
Mr. Leroy Vidales
President, Board of Directors Texas A&M San Antonio Institute for School and Community Partnerships

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EXAMPLE

EXHIBIT A – School Performance Contracts

A-1	Young Men's Leadership Academy

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Exhibit A-1
YMLA LEAD HS School Performance Contract

This performance contract is subject to Texas Education Code Chapter 39 (regarding state accountability), 19 TAC §1075 (regarding partnership performance contracts), SAISD Board Policy EL(LOCAL), and the Partnership Agreement.

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

Performance Measure 1 (Campus Overall Rating) is the most important metric in the Academic Excellence section for assessing the school's academic success. The other performance metrics in this section serve as guideposts to enable the school to achieve its overall rating.

A school will be considered having met the Academic Excellence measure if they meet the overall rating in Performance Measure 1.

I. Performance Measure: Campus Overall Rating

GOAL	2026-2027	2027-2028	2028-2029
Overall Rating	baseline	B	B

The YMLA LEAD outcome targets emphasize the strength of the college preparation pipeline, leadership development, and student engagement. While the school will monitor all state accountability indicators, these measures more directly reflect the long-term outcomes the academy model is designed to achieve.

Performance Measure	Metric	26-27	27-28	28-29
Academic Growth	% of students demonstrating annual academic growth	Baseline year	Targets TBD in Summer 2027	
Leadership Development	% of students participating in leadership roles or programs	Baseline year		
Civic Engagement	% of students completing annual community service	Baseline year		
Senior Capstone Completion	% of graduating seniors completing capstone project	Baseline year		
Pipeline Retention	% of students continuing from YMLA middle school to high school	Baseline year		

II. Organizational Strength

Objective	Metric

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School leadership will further the school mission, program, and goals and will act strategically to ensure adequacy, alignment, and coherence of actions.	Fulfill the education plan and programs outlined in the campus charter, in accordance with Tex. Educ. Code Sec. 12.059(1). Note: See charter application for in-district charter school model goals. Teacher satisfaction rate that meets or exceeds the district average on the district-wide teacher survey.
Provide quality educational programs that enable all students to achieve academically and socially.	Average daily student attendance rate of at least the district average Attrition rate of less than the district average
Meaningfully engage families to establish and maintain positive relationships between school and home.	Parents will show a high degree of confidence in the school model, as measured by a parent satisfaction rate that meets or exceeds the district average on the district-wide parent survey.

III. Financial Health

Objective	Metric
ISCP and the School will be well-run, financially healthy organizations capable of achieving long-term success.	ISCP will operate the School's core educational programs sustainably on dependable public funds and will maintain a balanced budget and stable cash flow. As required by 19 TAC 97.1075(d)(3), ISCP will annually receive an independent, unqualified audit opinion.

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SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Approval of the closure of Rhodes Middle School as recommended by the District's Administration**

PURPOSE: **[ ] PRESENTATION/DISCUSSION**
[X] DISCUSSION/ACTION

REQUESTED BY: Dr. Shawn Bird, Deputy Superintendent

PRESENTER: Dr. Shawn Bird

MEETING DATE: March 23, 2026

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve administration's recommendation to close Rhodes Middle School at the conclusion of the 2025-26 school year. Students will be reassigned to Tafolla Middle Schools. Parents will also have the option to choose other campus assignments in the District for their students.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approve the recommendation by administration to close Rhodes Middle School at the conclusion of the 2025-26 school year.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2025 - 2026 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

☐ **Improve Reading and Writing Outcomes for all Students** - We will increase the percentage of all students who are Meets grade level in reading across all grades from 35% in August 2022, to 50% in August 2027.

☐ **Improve Math Outcomes for Black Students** - We will increase the percentage of Black students who score at Meets Grade Level on a Math STAAR assessment from 21% in 2025 to 50% in 2030, and all students from 27% in 2025 to 50% in 2030.

☐ **Improve College Readiness for Students with Disabilities** - We will increase the percentage of students with IEPs receiving instruction and services in the general education setting who meet the TSI College-Ready Standard in reading and math from 4% in August 2022, to 30% in August 2027.

☐ **Improve Social Emotional Readiness in all Students** - We will increase by 25% the percentage of all students who meet the "to be determined" SAISD Standard for Social Emotional Readiness from the August 2024 baseline, to baseline +25% in August 2027.

The following Board Guardrails were designed to represent the community values that must be protected while in pursuit of the Board Goals. (CHECK ALL THAT APPLY)

- ☒ **Embrace Our Community** - The Superintendent will not implement major decisions of the board without authentic community engagement, including students, staff, families, and community.
- ☒ **Support Excellent Schools in Every Neighborhood** - The Superintendent will not allow any neighborhood to be without a high-quality school.
- ☒ **Create Safe Environments** - The Superintendent will not allow students, staff, and families to learn and work in an environment that is not physically and emotionally safe.
- ☒ **Ensure Equitable Funding** - The Superintendent will not allow any school to be funded at a level that is inadequate to produce transformational learning in all students.

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Discuss and take action on the 1882 Management Agreement and Performance Contract between SAISD and the Third Future Schools**

PURPOSE: **[ ] PRESENTATION/DISCUSSION**
[X] DISCUSSION/ACTION

REQUESTED BY: Dr. Shawn Bird, Deputy Superintendent

PRESENTER: Dr. Melissa Alcala, Assistant Superintendent

MEETING DATE: March 23, 2026

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the 1882 Management Agreement and Performance Contract between SAISD and the Third Future Schools. The draft contracts are included in the agenda packet.

The agreement applies to the following campuses:

- Tafolla Middle School (combined with Rhodes)
- Hirsch Elementary School
- Ogden Elementary School

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Resolve that the Board approve staff's recommendation related to 1882 management agreement and performance contract with Third Future Schools.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

- 196-11-6399-00-137-00: $505,000 approximately
- 196-11-6399-00-157-00: $302,000 approximately
- 196-11-6399-00-055-00: $339,000 approximately
- 196-11-6399-00-061-00: $483,000 approximately

IV. 2025 - 2026 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

☒ **Improve Reading and Writing Outcomes for all Students** - We will increase the percentage of all students who are Meets grade level in reading across all grades from 35% in August 2022, to 50% in August 2027.

☒ **Improve Math Outcomes for Black Students** - We will increase the percentage of Black students who score at Meets Grade Level on a Math STAAR assessment from 21% in 2025 to 50% in 2030, and all students from 27% in 2025 to 50% in 2030.

☒ **Improve College Readiness for Students with Disabilities** - We will increase the percentage of students with IEPs receiving instruction and services in the general education setting who

meet the TSI College-Ready Standard in reading and math from 4% in August 2022, to 30% in August 2027.

☒ **Improve Social Emotional Readiness in all Students** - We will increase by 25% the percentage of all students who meet the "to be determined" SAISD Standard for Social Emotional Readiness from the August 2024 baseline, to baseline +25% in August 2027.

The following Board Guardrails were designed to represent the community values that must be protected while in pursuit of the Board Goals. (CHECK ALL THAT APPLY)

- ☒ **Embrace Our Community** - The Superintendent will not implement major decisions of the board without authentic community engagement, including students, staff, families, and community.
- ☒ **Support Excellent Schools in Every Neighborhood** - The Superintendent will not allow any neighborhood to be without a high-quality school.
- ☒ **Create Safe Environments** - The Superintendent will not allow students, staff, and families to learn and work in an environment that is not physically and emotionally safe.
- ☐ **Ensure Equitable Funding** - The Superintendent will not allow any school to be funded at a level that is inadequate to produce transformational learning in all students.

AGREEMENT BETWEEN
SAN ANTONIO INDEPENDENT SCHOOL DISTRICT AND
THIRD FUTURE SCHOOLS

This Agreement (the "Agreement") is made and entered into as of July 1, 2026 ("Commencement Date") by and between **SAN ANTONIO INDPENDENT SCHOOL DISTRICT,** a public independent school district and political subdivision of the State of Texas, ("District" or "SAISD") and **THIRD FUTURE SCHOOLS-TEXAS**("Operating Partner" or "OP") (together, the "Parties") to operate **TAFOLLA MIDDLE SCHOOL**, Campus Number **066** (the "School" or "Campus"), or as modified by Paragraph 3.02 below. The purpose of this Agreement is to set forth the objectives, understandings, and agreements of the Parties in connection with the establishment and operation of Senate Bill No. 1882, adopted by the 85th Texas Legislature in 2017, codified as Texas Education Code ("TEC") §§ 11.174 and 48.252 ("SB 1882"), which authorizes this cooperative partnership between a public education institution and an in-district charter authorized under TEC Chapter 12, Subchapter C.

ARTICLE I. RECITALS

1.01 Independent School District. District is an independent school district created in accordance with the laws of Texas.

1.02 Authority to Contract. The Board of Trustees of SAISD is empowered by TEC §§ 11.157 and 11.174 to contract with a public or private entity for that entity to provide educational services for the District.

1.03 Non-Profit Organization. OP is an organization, in current good standing with the State of Texas and federal government, that is exempt from taxation under Section 501(c)(3), Internal Revenue Code of 1986 (26 U.S.C. Section 501(c)(3)). District hereby contracts with OP to operate a charter under TEC Chapter 12, Subchapter C, and OP is eligible under TEC §§ 11.174 and 12.101(a) to operate the School.

1.04 Charter Granted and Term of Charter. On the Commencement Date, the District hereby grants the OP a charter in accordance with and under TEC Chapter 12, Subchapter C, specifically §§ 12.0521 or 12.0522. This is an in-district charter granted pursuant to TEC § 12.0522(c), such that this Agreement is not subject to the 15% limit described in TEC § 12.0522(c). The District and OP shall ensure that all necessary action is taken to ensure that the charter is properly authorized under TEC Chapter 12, Subchapter C. This charter granted under TEC Chapter 12, Subchapter C begins on July 1, 2026 and expires on June 30, 2029 in accordance with TEC § 12.0531.

1.05 Consultation. The District has provided information and discussed this in-school charter with OP and with School personnel. The District has informed School personnel of the opportunity to apply for employment with OP and to potentially be assigned to the School, and campus personnel have been informed that employment decisions and assignments related to all campus-based instructional activities shall be determined solely

by OP and that OP and the District are not dual employers. OP will be the sole employer of its personnel (including all campus-based instructional staff), and its personnel are subject to OP's Employee Handbook and OP's policies. District employees accepting a position with OP shall be reminded by OP, in writing and prior to employment by OP, that they upon hiring by OP the employee will not have the protections afforded by current employment contracts with the District and that OP is not subject to TEC Chapter 21.

1.06 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 instructional services.

2.02 Premise of Agreement. This Agreement is predicated on an understanding that students benefit when decisions regarding educational programs, operations, and student services are made at the campus level and that autonomy and accountability are mutually reinforcing principles.

2.03 Student Achievement. The sole purpose of this Agreement is to improve student outcomes by authorizing OP to operate the School as an autonomous campus. OP shall operate the School subject to transparent accountability requirements, which are set by TEC Chapters 39 and 39A. The provisions of this Agreement shall be construed and applied to achieve this purpose.

2.04 OP Assumption of School Operations. The Parties intend for OP to assume operations of the School beginning with the 2026-2027 school year in accordance with Article X of this Agreement.

2.05 Priority Status for School Year 2027-2028. OP agrees to grant priority status to SAISD for discussing the operation of one or more additional SAISD campuses starting in the 2027-2028 school year. Not later than December 31, 2026, the parties agree to begin discussing whether additional SAISD campuses will be added to OP's portfolio of schools starting in the 2027-2028 school year.

ARTICLE III. DEFINED TERMS

3.01 School. In addition to the meaning as defined above in this Agreement as "Tafolla Middle School," "School" has the meaning assigned in the Texas Administrative Code ("TAC") § 97.1051(3) and includes all components of the operation of the campus, including, without limitation, the grade levels served, the courses taught, the instructional materials, staffing, budgetary allocations, scheduling, transportation, and other services and responsibilities associated with school operation.

3.02 Facilities. "Facilities" are defined as the building(s) located on the School campus located at 1303 W. Cesar E. Chavez Boulevard, San Antonio Tx 78207, and related

equipment, furnishings, and property improvements, including any athletic fields and related improvements, and the land on which the building(s) and related improvements are located as more fully defined in Article XIII.

3.03 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, 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 as defined by Paragraph 3.04, state agency rule, or meet the student outcome goals required by this Agreement, or District's failure to properly meet its funding obligations to OP as required by this Agreement and state agency rule.

3.04 Applicable Law. "Applicable Law" means all state and federal laws, rules, regulations, and administrative and judicial determinations and decisions that govern the performance of this Agreement, as they currently exist or as they may be adopted, amended, or issued during the Term of this Agreement, as more fully described in Article VI below.

ARTICLE IV. TERM AND TERMINATION

4.01 Term. The term of this Agreement shall begin on the **Commencement Date (See 2.04) and end on June 30, 2029 ("Term").** This Agreement may only be renewed for an additional term by mutual, written agreement of both Parties, executed no later than February 1 of the last year of the applicable Term and after approval by vote of the governing Board of each Party. At the end of any Term, either Party may choose not to renew this Agreement without any penalty. During its term, as set forth in this Section, this Agreement shall be subject to the termination provisions detailed in this Article.

4.02 Termination by Mutual Consent. This Agreement may be terminated at any time by mutual written agreement of OP and the District if termination is effective no sooner than the end of the then current school year, unless otherwise agreed to by the parties in a termination agreement.

4.03 Termination for Cause. Either Party may terminate this Agreement if the other Party fails to remedy a Material Breach of this Agreement within sixty (60) days after written notice by the non-breaching Party of such Material Breach; provided, however, that if the breach would affect the safety or well-being of a student or students and is not reasonably capable of being cured, then no such notice and opportunity to cure shall be required.

4.04 Termination Related to Academic or Financial Performance. The District may terminate this Agreement, without penalty, cost or liability, as a result of the OP's failure to meet the academic or financial performance goals defined in Addendum A-3, in the manner prescribed by Addendum A-3. Termination under this paragraph shall be effective at the end of the then current school year so long as written notice of such termination is provided no later than thirty (30) days after receipt of the Commissioner of Education's academic ratings or the determination of student outcome goals.

4.05 Termination Right to a Public Hearing. If a School successfully achieves the

student outcome goals specified in Addendum A-3, attached, the District must hold at least one public hearing at least sixty calendar (60) days prior to any District action to terminate or non-renew the Agreement with respect to that School. The public hearing shall be held at the School between 6PM and 8PM Central Standard Time on a weeknight with at least five (5) days' notice to OP and the public about the meeting. The public hearing must permit the public to attend in person or via videoconference. If the School fails to achieve the student outcome goals specified in Addendum A-3, the District shall not extend this Agreement with respect to that School without scheduling a public hearing at least sixty calendar (60) days prior to any District action to extend or renew this Agreement. Only after public hearing, may the District's Board of Trustees schedule a meeting to take possible action on termination, nonrenewal, extension, or renewal. Any action taken by the Board of Trustees shall be conducted in open session with specific notice on the Agenda(s) that the Board is considering and may take action on this Agreement with OP.

4.06 Termination Related to Failure to Fund. The OP may terminate this agreement as a result of District's failure to properly fund the Operating Partner in accordance with 19 TAC 97.1075(d)(7)(A) or to provide the specified per pupil amount or percentage of the revenue generated by attendance at the campus from the district to the operating partner of all federal, state, and local funds due the campus as set forth in the Agreement and detailed according to the methodology in Addendum A-11 – Calculation Model for Revenue Distribution. Prior to any termination under this Section 4.06 the District must be given written notice and sixty (60) days as an opportunity to cure. Termination under this section shall be effective at the end of the current school year in order to minimize disruption to students and caregivers. Any OP exercise of this paragraph does not constitute a waiver to any rights, remedies, or damages to which either Party is entitled.

4.07 Change in Applicable Law. If any change in Applicable Law that is enacted after the Effective Date could reasonably be expected to have a material adverse effect on the ability of any Party to carry out its obligations under this Contract, the Parties shall renegotiate the Agreement in good faith to resolve the matter. If the Parties cannot reasonably negotiate the Agreement within sixty (60) days of the change in Applicable Law, then either Party may terminate this Agreement without penalty to either Party.

ARTICLE V. RELATIONSHIP OF THE PARTIES

5.01 Nature of Relationship. The relationship between the Parties hereto shall be that of contracting parties. OP shall operate as an independent contractor to the District and 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.

5.02 No Agency. Neither Party is or shall be the agent of the other Party, except to the extent otherwise expressly authorized by this Agreement. Neither Party has the express or implied authority to bind the other Party to any contractual duty or other obligation other than what is specifically stated in this Agreement. Unless specifically agreed to in writing by

the Parties, no employee, agent or contractor employed or retained by the District to perform work at the School will be deemed to be an employee, agent, or contractor of the OP, nor shall any employee, agent, or contractor employed or retained by the OP to perform work at the School be deemed to be an employee, agent, or contractor of the District. Furthermore, both Parties shall endeavor to represent to third parties, to disclaim any agency authority to bind one Party by the other unless expressly authorized in this Agreement or pursuant to authorized action at a meeting by the Party's Governing Board held in accordance with the Texas Open Meetings Act (appearing in the minutes of such meeting) or as agreed to in writing by the Parties as an amendment to this Agreement.

5.03 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 the District and the OP.

5.04 Assurance of Independence. The OP's governing body shall remain independent of the District. OP's governing body shall not be comprised of any members of the District's Board of Trustees, the District's Superintendent, or any staff member responsible for procuring, negotiating or administering this Agreement. Further, no member of OP's governing body is or will be related within the first degree of affinity or consanguinity with any members of the District's Board of Trustees, Superintendent, or any staff member responsible for procuring, negotiating, approving or administering this Agreement.

ARTICLE VI. APPLICABLE LAWS

6.01 Compliance with Applicable Law. The Parties shall perform their respective obligations under this Agreement in compliance with Applicable Law. Applicable Law include, but are 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 ("Section 504"); the Age Discrimination Act of 1975; the Americans with Disabilities Act; the Individuals with Disabilities in Education Act ("IDEA"); the Family Educational Rights and Privacy Act of 1974 ("FERPA"); the Every Student Succeeds Act to the extent specified in the Act; the Texas Education Code as to the School to the extent the School is not exempt; applicable record retention laws and conflicts of interest laws under the Texas Local Government Code; the Texas Government Code and the Texas Local Government Code, as to the School and to the extent it applies to the School; the Texas Open Meetings Act and Texas Public Information Act under the Texas Government Code; and any amendments, interpretations, and reauthorizations of the foregoing.

6.02 Scope of Applicable Law. Except as set forth in this Agreement and in Addendum A-2, the Parties agree that certain laws and regulations that apply to other schools within the District may not apply to the School or its operation as a consequence of the grant of a campus charter under Texas Education Code, Chapter 12.

6.03 Immunity. Nothing contained in this Agreement shall be read to generally

waive the immunity granted by federal or state law, TEC, Chapter 22, Subchapter B, and TEC, Chapter 12, Subchapter C or available under common law to either Party.

ARTICLE VII. GOVERNING POLICIES

7.01 Limitation on Authority. Any and all services contracted for or performed for the School must be made by each Party in accordance with the responsibilities of each Party as detailed in Article IX of this Agreement. An educational or administrative service necessary for operation of the School but not specifically reserved for the District to provide under this Agreement, shall be provided and solely managed by OP insofar as such delegation is permitted by state and federal law. A service is provided by OP if OP performs the service, contracts for its performance, or otherwise ensures and oversees provision of the service.

7.02 Policy Election. OP shall operate in accordance with the District's Charter Policy specified in Addendum A-1, as it currently exists or as it may be amended, so long as any such amendment does not constitute a Material Breach of this Agreement. If both Parties agree that an amendment amounts to a Material Breach, then the Parties may agree to operate under a prior (non-amended) policy so long as the prior policy is in compliance with the then-current Applicable Laws. If there is any conflict between any provision of this Agreement and the District's Charter Policies, then the provision of this Agreement shall prevail.

7.03 Adoption and Publication of School Policies. OP shall have the initial and final decision in adopting policies applicable to the School campus and Facilities. All policies adopted by the OP shall comply with Applicable Law. OP shall provide drafts of proposed policies or proposed amendments to policies currently in effect to the District for review and comment no later than sixty (60) days prior to the meeting at which the policies are to be considered for adoption or amendment. OP shall publish adopted policies and District Board Policies applicable by law or by election under this agreement on the School's website.

7.04 Future Waivers and Exemptions. Pursuant to 19 TAC § 97.1075(d)(6), the School is exempt from laws and rules to the fullest extent allowed by TEC, Chapter 12, Subchapter C, and is exempt from all District policies except for laws, rules, and policies that are specifically identified as applicable to the School in this Agreement and/or incorporated by reference herein or in an agreed written amendment. The Parties will collaborate in applying for waivers from any restrictions imposed by Applicable Law when it is jointly determined that such waiver would expand opportunities for students enrolled in the School Campus. If the District is exempted 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 waiver shall also apply to the School and is automatically relieved from compliance regardless of whether such relief is addressed in this Agreement. Further, if a waiver from a local policy, procedure, protocol, or other requirement is granted to another school in the District that serves students at the same grade levels offered at the School, and the policy is not waived by this Agreement, the waiver applies to the School unless the District notifies the School otherwise in writing within sixty (60) days of the waiver's application to the other school(s).

ARTICLE VIII. PERFORMANCE REQUIREMENTS

8.01 Student Outcome Goals. The primary responsibility of OP under this Agreement is to ensure that the annual student outcome goals specified in Addendum A-3, or as amended, are achieved.

8.02 Performance Measurement, Methods, and Timeline. The Parties agree that achievement of annual student academic and financial performance targets agreed upon by the Parties and specified in Addendum A-3 will be determined using the methods, indicators, and timelines specified in that Addendum.

8.03 Performance Consequences. The Parties agree to specific, material consequences in the event that the OP does or does not meet the annual academic or financial performance expectations and goals described in Addendum A-3.

8.04 Responsibilities of OP Governing Board. The governing board of OP agrees that it is responsible for ensuring that OP achieves performance goals specified in Addendum A-3 and is obligated to oversee management of the School and intervene as required to ensure that performance goals are achieved.

8.05 Monitoring Performance. The District shall retain the right to monitor the performance of the School and OP as required by Addendum A-3.

ARTICLE IX. RESPONSIBILITIES

9.01 OP Responsibilities: The OP shall have the sole authority over matters involving academic curriculum, the instructional program, and related expenditures. As detailed in the subsections below and Section 11.01, OP shall have initial, final and sole authority to select, reassign at the School, or require removal by the District of any District employees or contractors. OP shall have sole authority regarding the employment of OP employees, including, without limitation, hiring, assignment, evaluation, compensation, advancement, and other terms of employment.

9.01.1. *Administration*. OP shall select and manage the School's Principal, Assistant Principal(s), and any other role designated as an administrator, who will be employed by the OP.

9.01.2. *Teaching Staff*. OP shall select, supervise, and manage the School's teachers, teaching assistants, paraprofessionals, curriculum specialists, program coordinators, and any other academic instructional role, who shall be employees solely of OP. OP may independently apply for and be allocated funds available through the Texas Teacher Incentive Allotment ("TIA") to the extent permitted by the Texas Education Agency ("TEA") and state law.

9.01.3. *Miscellaneous*. OP shall select, supervise, and manage the School's guidance counselors, librarians, extracurricular activity instructors, physical education instructors, and

any other personnel assigned to the School, who shall be employees of OP.

9.01.4. *Staffing Plan*. OP shall have sole non-delegable authority to determine the staffing plan and positions at the School, provided funds subject to OP's control under the terms of this Agreement are sufficient to discharge all obligations associated with the staffing plan and positions.

9.01.5. *Special Programs*. OP shall provide Special Education and inclusion services. OP agrees to comply with applicable law and best practices for Special Education services in compliance with requirements and guidance from TEA. The Parties shall share all information necessary to coordinate Special Education services. OP shall identify and provide all Section 504 related services to students as required by Applicable Law. OP shall provide all Bilingual Education, English as a Second Language, and Special Language Programs at the School or other Special Programs in accordance with Applicable Law. Each party shall comply with Applicable Laws, including but not limited to, IDEA and Section 504, as necessary to carry out its responsibilities under this Agreement.

1. *Dyslexia Services*. OP shall be responsible for providing dyslexia intervention and support services. Any allotment received by the District for services to students with dyslexia shall be allocated to OP in accordance with Paragraph 14.04.

2. *Specialized Learning Environments*. The Parties shall collaborate regarding the placement of students in other District Special Education programs and facilities as determined by the Admission, Review, and Dismissal ("ARD") committee. Special Education funds shall follow the student and be allocated to the campus implementing the student's Individualized Education Plan ("IEP") and related services.

9.01.6. *Record Keeping*. District and OP will coordinate record keeping in order to comply with federal and state law. OP shall appoint and employ personnel responsible for maintaining necessary School records, which shall include, but not be limited to, student attendance, student grades, accounting for all Federal and State Funds used at the School, and any and all records required to be entered into TEA's Public Education Information Management System ("PEIMS").

9.01.7. *OP School and Regional Support*. OP shall ensure that at least one staff member from Third Future Schools Texas, who is proficiently trained in implementing OP's instructional model, will provide on-site support and oversight to the School not less than quarterly each school year. OP's school leader will also be proficiently trained in implementing OP's instructional model with appropriate support from Third Future Schools Texas.

9.02 District Responsibilities. The District shall maintain control of and shall be responsible for the below listed activities which are limited to the following:

9.02.1. *Student Transportation*. The District shall provide all necessary student

transportation to and from the School and to and from school related activities ("regular student transportation routes"). Any transportation needs outside of the District's regular student transportation routes, including, but not limited to, field trips and regular attendance days at the School that are not regular attendance days for other District schools, shall be contracted back to the District and paid for by OP. District, at their sole discretion, reserves the right to deny transportation services to the OP in the event of inclement weather. OP will reimburse the District for the cost of transportation employees who work attendance days for OP that are not regular attendance days for other District schools. The cost of student transportation is included in the 18% administrative fee, as described in Section 14.02 of the contract.

9.02.2. *Building Maintenance and Custodial Services.* The District shall maintain the School campus and Facilities by overseeing and contracting for the regular maintenance of the campus by janitorial staff, groundskeepers, and maintenance personnel. The District shall provide janitorial services at the School in the same manner and at the same level of quality as for the remainder of the District's schools. Both Parties shall comply with Applicable Laws regarding standards of safety and health of students. The District shall be responsible for routine maintenance and major repairs of the School including upgrades, HVAC equipment, roof repairs, and parking lot repairs. OP shall immediately (no later than 12 hours after discovery of any concern) notify the District of any immediate and urgent repairs needed at the School. The cost of building maintenance and custodial services is included in the 18% administrative fee, as described in Section 14.02.

9.02.3. *Building Utilities*. The District shall provide the utilities necessary to operate the School, which will be charged back for actual cost to the OP on a regularly scheduled basis. The cost of building utilities included in the 18% administrative fee, as described in Section 14.02.

9.02.4. *Food Services*. The District shall provide food and cafeteria services to the School in accordance with applicable federal, state, and local laws and regulations. To the extent required by law or rule, OP shall coordinate with the District for reporting to third parties regarding student eligibility, claims, and counting for meals provided to students. The cost of food service is primarily funded with the Federal Child nutrition grant, and any related costs not eligible for the grant are included in the 18% administrative fee, as described in Section 14.02

9.02.5. *Special Education*. OP may elect to utilize District vendors or staff, as determined by the District, to provide Special Education related services at the School as well as diagnosticians and Licensed Specialists in School Psychology, which will be billed to the OP after services are rendered and shall be billed in accordance with the pricing schedule set forth in Addendum A-10 and the invoicing process set forth in Section 14.03 of this Agreement. The District will be responsible for all education services for students placed in Special Education programs or facilities outside of the School, as described by Paragraph 9.01.5 and special education funding shall follow that student. Regarding any special education students receiving instructional and related services in a center-based classroom or unit at the School, the District shall be responsible for subsidizing the excess cost required

to appropriately staff the program in accordance with each student's individualized education program (IEP), up to a maximum of 22% of the Special Education revenue earned by the campus. The OP shall provide a detailed invoice for any costs for which the District's subsidy is requested, not to exceed the 22% cap.

9.02.6. *Health Services*. The OP will be responsible for funding the cost of the school nurse. The OP may purchase this service from the District at the rate listed in Addendum A-10.

9.02.7. *Campus Security*. District shall provide staff, and oversee the School's security operations, including, peace officers, as required by law. OP herein agrees to fulfill all campus safety and security responsibilities at the School, as outlined in Applicable Law and TEA regulations that would otherwise be the responsibility of the District. Campus Safety Officers (Hall Monitors) will be up to the discretion of the OP, and the OP will be responsible for their employment if they choose.

ARTICLE X. SCHOOL OPERATIONS

10.01 OP's Governing Board. OP represents that a true and accurate list of its current directors ("Directors") is attached to this Agreement as Addendum A-4. If there is any change to the Directors during the Term of this Agreement, OP shall provide written notice to the District of the change within thirty (30) days. No District Board of Trustees member, Superintendent, or any staff member responsible for granting this Agreement shall be appointed to OP's Governing Board. District staff may not comprise a majority of OP's Governing Board.

10.02 Budgetary Authority of OP. OP has sole authority to approve or amend the budget for the School and to make expenditures thereunder relating to any matter involving academic curriculum, the instructional program, or other matters related to OP's responsibilities and obligations under this Agreement.

10.03 School Leadership. The Chief Administrator ("Executive Director") of the School shall be the assigned agent of the OP, who will monitor, direct, and supervise the Head of School ("Principal"). The Principal shall be appointed and employed by OP.

10.03.1. *OP Employee*. OP shall hire and manage at least one employee at the School, which may be, but is not limited to, the Executive Director.

10.04 Grade Levels. Beginning in the 2026-2027 school year, the School will serve students in grades 6 through 8. OP shall not serve any other grade level at the School without the written consent of the District.

10.05 Attendance Area. The School's attendance area ("Attendance Area") shall be defined as the area designated in Addendum A-5 to this agreement, subject to TEC § 12.065.

10.06 Enrollment Policies. In addition to students subject to the District's in-district transfer policy, any student who resides in the Attendance Area may attend the School. The

Parties will collaborate and agree on a process for enrollment of students into the School. Prior to implementing any plan to increase capacity at the School, the District shall provide notice to OP, afford OP an opportunity to comment on the plan, and coordinate any such capacity increase with OP. In addition to the agreed-upon enrollment policies, the following applies:

10.06.1. *Discrimination Prohibited*. OP is prohibited from discriminatory admission, suspension, or expulsion of a student on the basis of a student's national origin, ethnicity, race, religion, disability, gender, or academic achievement.

10.06.2. *Enrolled Students*. All students attending the School shall be enrolled in the District.

10.06.3. *Students Residing Outside of the School's Designated Attendance Zone*. Students who wish to enroll at the School, but reside outside of the School's designated attendance zone, may apply for admission and transfer in accordance with the District's then-applicable admissions policies and procedures. Preference shall be given to students who reside within the District's defined boundaries.

10.7 Discipline and Expulsion Policies. OP shall implement student discipline, suspension, and expulsion policies in compliance with Applicable Law, including, but not limited to, TEC Chapter 37. The District encourages the OP to engage in restorative practices while disciplining students. The OP will ensure that out-of-school suspensions do not exceed the district average for comparable schools. OP will utilize and align with the District's student discipline policies and practices including for the Disciplinary Alternative Education Program ("DAEP"). The Parties agree that OP will conduct all suspension hearings and the District will conduct all expulsion hearings. OP shall re-admit students placed in the District's DAEP after completion of their disciplinary assignment or re-admit students after completion of their expulsion order. OP shall abide by all Applicable Laws regarding due process and concerning the discipline of students with disabilities.

10.8 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. District shall collaborate with the OP in reviewing the District's policies and schedules to align the School's schedule to enable the District to provide transportation for students enrolled in the School in an efficient manner, though transportation provided on days and at times that do not align to the District's instructional calendar and uniform start and end times may result in an additional charge for transportation that is not included in the 18% Administrative fee. OP's schedule shall comply with the State of Texas' required minutes of instruction. OP agrees to provide this information to the District no later than forty-five (45) days before the start of school.

10.9 District Meetings, Initiatives, and Training. School staff under the supervision and control of OP will not be required but may participate in District training events or other meetings at the direction of the OP and prior approval of District. OP agrees that all School staff shall comply with and receive training required by Applicable Law.

10.10 Contractor Criminal History Background Checks. The District shall conduct criminal history background checks for all vendors and contractors selected by the District as well as for all District employees. OP shall conduct criminal history background checks for all vendors and contractors selected by OP as well as for all OP employees, or OP may contract with the District for such checks. The District and OP shall adhere to reporting requirements, definitions, and laws further detailed in Paragraph 11.03. Either Party's failure to comply with this Paragraph's reporting requirements shall amount to a Material Breach of this Agreement, after the expiration of (60) days after written notice and the failure to cure by a Party.

10.11 Technology Infrastructure; Network Services. The District shall continue to provide existing technology equipment to include computers, tablets, monitors, tablets, etc. The Operating Partner will be responsible for replacing devices for students and staff. The District shall also continue to provide network infrastructure and will continue to maintain and repair internet technology infrastructure equipment and improvements at the School as District will do for other similarly-sized District schools. OP shall collaborate with the District prior to purchasing technology hardware or software to ensure consistency between the District standard equipment and software alignment and the needs of the School.

10.12 Media Requests. The Parties agree to collaborate on responses to any media requests or press releases related to the School. The Parties shall collaborate prior to responding to any media request or making a press release and further agree that any statement made will have prior approval by each Party, which shall be reasonably and timely granted. This requirement does not apply to: (a) general communications regarding OP or the District that may include references to the School, or (b) crisis communications regarding the School.

10.13 10.13 Communications with Students' Parents. The Parties agree to jointly approve a protocol for communications with students' parents within sixty (60) days of the execution of this Agreement.

ARTICLE XI. STAFFING

11.01 Employment. OP is under no obligation to hire or contract with any person currently employed or contracted by the District in any capacity. Faculty and staff of the School, including, but not limited to, the School Leader, other administrators, teachers, and teaching assistants that are hired by OP are employees of OP and not of the District. The Parties acknowledge and understand that employees of OP are not subject to the District's compensation and benefits plan or contract or rights under personnel policies or procedures and that OP has sole authority over hiring, assignment, evaluation, development, advancement, compensation, continuation, and all other terms of employment with respect to OP's responsibilities detailed in Paragraph 9.01 of this Agreement and in accordance with OP's personnel policies.

11.02 Employee Documentation. Each Party shall be responsible for the formal documentation of the work performance of their respective employees. OP shall collaborate with the District to provide information to the District's Human Resources Director or

other designee regarding the work performance of District employees assigned to the School.

11.03 Criminal History Background Checks. Unless contracted for by the District as stated in Paragraph 10.10, OP 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 and the School's employees shall adhere to the laws set forth in Chapter 22, Subchapter C, Texas Education Code and 19 Texas Administrative Code §153 Subchapter DD. The District and OP are each considered an "educational entity" subject to the reporting requirements of Chapter 22A, TEC, and each is obligated to comply with the provisions of that chapter in regard to their respective employees. OP shall notify the District of any unlawful conduct or criminal misconduct or any misconduct which would require a report to TEA or the State Board for Educator Certification, pursuant to Chapter 22A, that is discovered by or reported to the School's Principal or other OP official immediately, but not later than within forty-eight (48) hours of such discovery or report. Failure to report to District as set forth in this Agreement shall constitute a Material Breach and allow District to terminate this Agreement, in accordance with Article IV and Section 10.10 of this Agreement. OP and the District shall cooperate with any subsequent investigations, as necessary to fulfill either Party's obligations under Applicable Law or policy.

11.04 Child Abuse Reporting. All District and OP employees including those assigned to the School shall comply with all Applicable Law governing mandatory child abuse and neglect reporting, including but not limited to the Texas Family Code Chapter 261, TEC §§ 38.004, and 38.0041, and 19 Texas Administrative Code § 103.1401.

11.05 Certified Personnel. The School's personnel shall, at a minimum, have the qualifications required by Applicable Law for the assigned role, except to the extent a requirement has been lawfully waived, or the individual is subject to a lawful exemption.

11.06 Employment Records. OP is responsible for maintaining the employment records for all OP personnel at the School. All employment records of OP employees only are the property of OP.

11.07 Employee Complaints and Grievances. The Parties agree that the District's employees' complaints and grievances will be governed by the District's policies and OP's employees' complaints and grievances will be governed by OP's policies.

11.08 Non-Solicitation. Both Parties agree not to hire any employee from the other Party without first conducting a reference check with the employee's current supervisor (or Human Resources Department, if preferred by supervisor), and until it receives written confirmation that the employee has been released from any contractual obligations with the other Party. For lateral hires, both Parties agree to make a good faith effort to hire any staff members making a lateral (same/similar position) transfer across organizations within a mutually agreed upon transfer window. This window will be set together annually for the coming school year before June 30. If a lateral transfer opportunity falls outside of the

transfer window and while the employee is under current contractual obligations to its current employer, the current employer must determine whether to release the employee's contractual obligation. Such release shall not be unreasonably withheld. For promotions, both Parties agree to make every good faith effort to hire staff applying for a promotion across organizations within the mutually agreed upon transfer window. If a promotion opportunity falls outside of the transfer window, both Parties agree to work together to ensure that the transition does not unnecessarily negatively affect student learning. Nothing in this Paragraph alters the nature of the ongoing relationship between any employee and his/her employer.

11.09 Teacher Retirement System. An employee of the OP is eligible for membership in and benefits from the Teacher Retirement System of Texas if the employee would be eligible for membership and benefits if holding the same position at the District.

11.10 Removal of District Personnel. OP shall have the sole authority to request removal of any District employee or District contractor assigned to the School. Prior to the removal of any District employee from the School, OP shall provide to the District any required documentation, after which, the District shall grant the request within twenty (20) calendar days. In the event that OP seeks to prevent any District employee from returning to the School for the upcoming school year, OP shall notify the District no later than March 1 of the current school year. In this event, the District may still require that OP submit any required documentation to the District Human Resources Department.

11.11 Restrictions. The School's employees shall comply with all applicable nepotism restrictions applicable to the District, including but not limited to those found in Texas Government Code Chapter 573, and those in the Texas Administrative Code. All persons employed by the District prior to the Commencement Date of this Agreement and assigned to work at the School by the District, will be considered "grandfathered in" and exempt from nepotism restrictions.

ARTICLE XII. ACADEMIC PLAN

12.01 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 Middle Curriculum), lesson plans, instructional strategies, and instructional materials, as defined in TEC, §31.002(1), to be used at the School. This authority includes sole 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, and other statutorily defined student populations.

12.02 Educational Plan or Academic Model. OP will implement the education plan described in its proposal to operate the School, attached as Addendum A-6. The OP will include in the plan the vision for the School, including its culture, curriculum, assessment program, instructional strategies, talent recruitment and management strategies, professional development activities or programs, evidence that the aforementioned strategies and programs can be effective with the student population served at the School,

and the management routines and practices to be implemented by the OP in managing the staff and academic programs at the School. OP will ensure that the curriculum satisfies the minimum requirements outlined in 19 TAC §74.2. OP agrees to notify the District of any significant alteration of this plan within ten (10) business days.

12.03 Selection of Instructional Materials. OP has sole authority to select instructional materials (as defined in TEC, §31.002(1)) for the School and represents that selected materials will align with the Texas Essential Knowledge and Skills ("TEKS"), or its successor, and any other standards that may be required under Applicable Law.

12.04 Assessments. OP has sole authority over the selection and administration of student assessments not required by federal or state law. The OP will adhere to the District's state assessment schedule.

12.05 Extracurricular Programming and Participation. Students enrolled at the School may join any extra-curricular activity offered to District students to the same extent as other students so long as participation does not interfere with the School's schedule, tutorials, or other parts of the Program as determined by the OP Principal and so long as such participation adheres to the rules and guidance of the University Interscholastic League ("UIL"). The OP will be responsible for funding the cost of extracurricular programming at the school site.

12.06 Student Behavior. Students enrolled at the School will be required to follow the OP's Student Code of Conduct as presented in its proposal to operate the School and attached as Addendum A-6. OP agrees to notify the District of any modification of its Student Code of Conduct in writing at least sixty (60) days in advance of implementation. OP agrees that it will not modify DAEP or expulsion provisions without consent of the District; provided, however, that such consent shall not be unreasonably withheld or delayed. OP agrees that a student shall not be suspended or expelled from the School for attendance or academic performance reasons. OP shall pay the District $130 per day for any student OP assigns to the District's DAEP. The District will reserve 4 seats for the OP's use at the DAEP. Any seats beyond 4 will require the provision or payment of staff to accommodate. Any special education services will need to be provided for or paid for in addition to the staffing costs above.

12.07 Due Process. OP will cooperate with the District to ensure that due process is afforded with respect to student removals and expulsions and in alignment with District student discipline policies and practices.

ARTICLE XIII. FACILITIES

13.01 Facilities. The District shall provide Facilities, in the form such facilities were dedicated to use by the School during the 2025-2026 school year, including classrooms, office furniture, equipment, and storage areas for the School. Prior to the Possession Date, as defined by Paragraph 13.03 below, the District and OP shall conduct a walk-through of the Facilities, during which OP may designate which furniture, equipment, and supplies shall be removed by the District. The District shall honor any such request within thirty (30)

calendar days. Facilities do not include classroom materials (e.g., books, notepads, pencils, etc.) or any other resources needed to deliver the School's academic curriculum. OP shall maintain all portions of the School in a safe, neat and orderly manner.

13.02 Ownership. The Parties acknowledge that all Facilities are owned by the District. Nothing in this Agreement conveys an ownership interest in any form to real or private property of the Facilities or its premises in favor of OP, which any claim of ownership interest OP disclaims in full.

13.03 Permitted Use. In accordance with Paragraph 2.04, beginning on July 1, 2026 ("Possession Date"), and during the Term of this Agreement, OP may use and occupy the Facilities solely for the operation of the School as permitted by this Agreement and Applicable Law. To the extent OP wishes to use the Facilities for educational activities, separate from the School but associated with its educational purposes, OP shall seek approval from the District, and such approval shall not be unreasonably denied; provided, however, that OP will remain responsible for all costs incurred by the District for such further use of the Facilities. Any use of the Facilities by any other individual, group, or organization shall be governed by the District's facilities use policies and subject to the appropriate cost for use of the facilities.

13.04 Furniture and Equipment for Classrooms and Instructional Areas. In consultation with OP regarding the furniture and equipment needs of the OP classrooms, the District will supply existing chairs, desks, bookcases, bookshelves, file cabinets, computer tables, conference tables, and other furniture as reasonably required for the School. Such furniture and equipment will be substantially the same as furniture and equipment provided in other classrooms for the same grade level and/or same subject at other District schools. OP also may furnish other furniture, fixtures, and equipment, at its cost and expense, as OP determines is required to implement OP's instructional program. The title to all furniture and equipment supplied by the District for use by OP remains vested in the District. The title to all furniture and equipment provided by the OP, without respect to source of funds, remains vested in OP. Each Party shall tag and identify its personal property so that ownership is clear. Each Party shall maintain an inventory list of all of its assets located at the school according to its own inventory control policies. Assets provided through the District's agreed-upon start-up capital contribution, even if procured by the OP, will remain the property of the District.

13.05 Fixtures and Alterations. OP may attach non-permanent materials and fixtures to the walls of the School's classrooms but may not make any other alterations (including adding or removing fixtures) in or to the School's classrooms or any other part of the District's facilities used by OP that would alter the walls, floors, or any other permanent structure of the District's premises without prior written consent of the District.

13.06 Surrender of the Facilities. On the termination of this Agreement, OP shall leave the Facilities in the same condition in which they were received unless otherwise agreed upon in writing. Reasonable wear and tear from use will be accepted. OP shall return and surrender to the District all exterior and interior door keys, security access cards, mailbox keys, and improvements that were provided to OP by the District. The obligations under this

Paragraph shall survive the termination of this Agreement.

ARTICLE XIV. FINANCIAL MATTERS

14.01 Payment Sources & Structure. The Parties understand that this Agreement allows for OP to receive the District's usual funds from the State's Foundation School Program ("FSP Funds") that all eligible students within the District receive, as well as federal funds received for services to students enrolled at the School, and to receive additional Senate Bill 1882 funds ("SB 1882 Funds") for those eligible students due to this partnership Agreement as described in Addendum A-11 – Calculation Model for Revenue Distribution. For purposes of this Agreement, FSP funds are based primarily on the weighted average-daily-attendance ("WADA") allocation received by the District under TEC Chapter 48, Tiers I and II for eligible students enrolled in the District and in actual attendance at the School.

14.02 Fee for District Services. During the Term of this Agreement, the District shall retain eighteen (18%) of all FSP Funds to cover the cost of the District's services provided in accordance with Section 9.02 of this Agreement and Addendum A-9 and to cover the cost of the District's administrative services, which includes an allocation for mandatory state and federal reporting and data system administration and authorizing oversight ("District Funds"). The District shall retain only the amount designated as the Administrative Fee and shall not retain or charge OP for any other fee or expense except as provided for in Section 9.02.1 and Addendum A-9 of this Agreement for student transportation, in Section 9.02.5 of this Agreement pertaining to Special Education Services, and in Section 14.03 of this Agreement pertaining to Optional District Services and shown in Addendum A-9. OP shall receive the remaining of all combined FSP Funds and SB 1882 Funds to operate and manage the School ("OP Funds"). Federal grant entitlement funding shall be distributed to OP in accordance with Section 14.06 and Addendum A-11 of this Agreement. Both Parties acknowledge and agree that the goal of this Agreement is to focus effort, money, assistance, and aid to the School's students The Parties agree that after two years of operation of this Agreement, the Parties will evaluate the finances and enrollment of the School and may reasonably consider redistributing funds under this Agreement.

14.03 Optional District Services. Optional District Services are available to OP in the categories and at the prices set forth in Addendum A-9. OP's cost for Optional District Services shall not exceed the cost charged to other campuses in the District for the same services. OP and District will collaborate to establish a projected annual cost for the Optional Services that the OP plans to purchase. Based on the projected cost, the District may deduct the prorated cost from OP's monthly revenue allocation. Periodically, throughout the term, the OP and District will reconcile the actual accumulated costs and the projected annual costs being deducted and will adjust the deductions accordingly. After the District's costs are finalized at year-end, a final reconciliation of goods and services purchased will be provided, and revenue deductions will be adjusted, if necessary.

14.04 Determination of Per Pupil Funding Allocation. In consideration of the services provided under this Agreement, the District shall pay OP for each school year of the Term. For the 2026-2027 school year ("Initial Year"), OP shall earn funding according to

the student allotment estimated calculation in the State Aid Template based initially upon projected enrollment. Funding estimates will be re-calculated periodically throughout the school year based on PEIMS snapshot enrollment data for the appropriate grade levels. The revenue allotment calculations will be updated continuously based on PEIMS data received throughout the year.

14.04.1. *Budget and Funding for the 2026-2027 School Year*. The budget for the first year of operation of the School is included as Addendum A-8 and contains the estimate of the number of students the School is expected to enroll in ADA for the *2026-2027* School Year, which will be the estimated ADA on which the initial monthly payment of the Fee will be based for that school year. Funding estimates will be re-calculated periodically throughout the year based on the PEIMS snapshot enrollment data received each 6-weeks.

14.04.2. *Settle-up*. The budget is an estimated financial plan that is available prior to the beginning of the school year. The estimated ADA and weights will be adjusted to actuals based on PEIMS throughout the year to determine earned allocations. The actual amounts earned, and expenditures charged are not fully known until December of the year following the school year. Settle-ups will occur approximately every six weeks, beginning 3 months after the Commencement Date and a final settle-up to be completed by December 15 of the year following the applicable school year. The parties will meet regularly throughout the school year to identify and discuss planned vs. actual earned revenue and to make financial adjustments accordingly.

14.05 Distribution of Funding Allocation. Payments of the funding allocation set forth above shall be made in monthly installments on the 15th day of each month during the Term, commencing on July 15, 2026. Settle-up will occur on an ongoing basis throughout the year, with reconciliations conducted following each 6-week PEIMS reporting period to ensure that funding, enrollment, and related allocations are aligned with the most current data.

14.06 Federal Grant Entitlement Funding. Including the OP Funds defined in Section 14.02 of this Agreement, the District shall annually allot to OP a pro-rata share of the District's federal grant entitlement funding (i.e., Title I, and IDEA-B funding) based on student enrollment at the campus and as shown in Addendum A-11. The District shall not withhold any indirect cost from any category of federal grant entitlement funding. OP shall access federal grant entitlement funding through the District's process for spending reimbursement.

14.07 Campus Capital Start Up Funding. In addition to the funds owed to OP under Section 14.01 through Section 14.06 of this Agreement, the District shall pay OP the amount of $250,000 as consideration for campus capital start-up costs. The District shall pay the OP an amount not to exceed $250,000 as consideration for campus capital start-up costs. This funding will be provided on a reimbursement basis. Any capital purchases made with these funds will remain the property of the District. This start-up funding shall be remitted to OP with the first monthly installment due to OP on July 15, 2026.

14.08 Limitations. Notwithstanding any terms herein to the contrary, the District's obligation to compensate OP 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 School. In the event that such funding is not received the District shall not be obligated to pay OP, this Agreement shall be terminated in accordance with Section 4.02 of 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 to the date of such termination with remaining unearned and advanced funds returned to the District. This section shall not be construed to relieve the District of any responsibility or obligation to OP if the District fails to receive funding caused by a failure of the District to comply with requirements, in good faith, necessary for securing funding from the State of Texas.

14.09 Use of Federal and State Grants. Federal and state 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 such grant funds from TEA. In the event the District is ever required to refund any funds received from TEA specifically designated for any Federal or State grant program at the School, then it is understood and agreed that OP shall be liable for and shall refund such amounts received if OP failed to follow an applicable rule. The District may apply for District and/or School-specific grants and the School shall receive funds from any grants awarded the District based on a per-student allocation, provided the District shall only apply for School-specific grants in coordination with OP and with OP's written approval. Should OP fail to respond to a properly received written request for approval within seven (7) calendar days, OP's approval shall be presumed, and the District may proceed in applying for School-specific grants without OP's written approval. The District shall not be entitled to retain any portion of grant funds awarded directly to OP and managed solely by OP. Both the District and OP agree to use any such grant funds in accordance with and for the purposes specified in the grant's application and in the grant award.

14.010 Contracting, Purchasing and Procurement. Excluding services that the District provides to OP under this Agreement, OP may establish school-level systems for obtaining, procuring, contracting with, and paying its vendors for goods it acquires and services it provides under this Agreement and in accordance with Applicable Laws. 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 School.

14.10 Accounting and Audits. OP shall comply with generally accepted fiscal management and accounting principles. OP's annual financial reports will be provided to the District in Governmental Accounting Standards Board (GASB) format and its monthly financial reports will be provided in Financial Accounting Standards Board (FASB) format. The Parties shall comply with the financial performance goals detailed in Addendum A-3, which shall include, but is not limited to, a completion of OP's annual financial report with respect to operation of the School, receipt of an unqualified audit opinion with respect to operation of the School, and specific consequences in the event that OP does not meet the financial performance goals with respect to its operation of the School. In addition to any

audits required by Applicable Law, OP shall submit to the District within one hundred eighty (180) days following the end of each fiscal year during the Term of this Agreement, financial statements pertaining to operation of the School audited by an independent certified public accountant. The District shall also retain the right to conduct its own campus audit of the School and annual audit of OP's management of funds received for operation of the School as it deems necessary. Network share will not exceed 10%, with the remaining 90% of revenues allocated directly to support students. The OP will provide to District a campus income statement and a detailed transaction ledger of all expenditures for each campus on a semi-annual basis as described in Addendum A-3 – Student Outcome and Financial Performance Goals. 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.

14.11 Refund upon Termination; Over Allocation. In the event of termination during the Term of this Agreement, or an over allocation determined under TEC § 48.272 or otherwise, OP agrees to refund to the District, within sixty (60) days of the date of termination or over allocation determination, all advanced but unearned funds.

14.12 Transparency. Within ten (10) business days of OP's written request, District shall provide any formula's, documentation, budgets, financial statements, or any other materials that District used in determining any funding allocations, withholding of any funds, District Administrative Services under Addendum A-9, or administrative costs that affect OP's financial circumstances under this agreement. OP's requests shall be narrowly tailored to those documents or items that it requires for a specific purpose and OP agrees to pay the direct and documented costs for the District's production of such items.

ARTICLE XV. RECORDS AND REPORTING

15.01 Records Management System. The Parties shall maintain a records management system that conforms to the system required of school districts under the Local Government Records Act, § 201.001 et seq., Local Government Code, and rules adopted thereunder; provided, however, that records subject to audit shall be retained and available for audit for a period of not less than five (5) years from the latter of the date of termination or renewal of this Agreement.

15.02 State and Federal Reporting. OP shall report timely and accurate information to the District for District compliance with all applicable state and federal requirements. The District shall provide OP with a schedule of reporting requirements and deadlines for OP's compliance. The schedule shall be provided on an annual basis. OP shall report information in the manner requested by the District and correct any demonstrable errors as requested by the District.

15.03 Lawful Disclosure. The Parties agree to comply with all requirements of the FERPA and the Texas Public Information Act ("TPIA"). In the event that the District is

required to furnish information or records of the School pursuant to the TPIA, OP shall furnish such information and records to the District, and the District shall have the right to release such information and records. Either OP or the District may object to disclosure of information and records under FERPA or the TPIA.

ARTICLE XVI. INTELLECTUAL PROPERTIES

16.01 Proprietary Materials. To the extent applicable, each of the Parties shall own its own intellectual property including without limitation all trade secrets, know-how, proprietary data, documents, and written materials in any format. Any materials created exclusively by the District for the School shall be owned by the District, and any materials created exclusively by OP for the School shall be OP's proprietary material, regardless of the funding source used to create such materials. The Parties acknowledge and agree that neither has any intellectual property interest nor 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.

16.02 Name. OP owns the intellectual property right and interest to all of its intellectual property, including, but not limited to, the names "Third Future Schools-Texas" and "Third Future Schools" ("Third Future Names"). The Parties agree that the Third Future Names may be used by the District during the Term of the Agreement. The Parties agree that after the expiration or termination of this Agreement, the District shall not use the Third Future Names for its own individual purposes.

ARTICLE XVII. INSURANCE

17.01 Insurance Coverage. OP shall secure and keep in force during the Term of this Agreement commercial general liability and professional liability insurance coverage, including contractual coverage, and automobile liability insurance coverage, with minimum liability limits of $1,000,000 per occurrence, with a $2,000,000 annual aggregate. In addition, OP shall secure and keep in force sexual misconduct and molestation coverage as of July 1, 2026, applying the same minimum liability limits as above. The District is to be named as an additional insured under such coverage for any liability arising, directly or indirectly, under or in connection with this Agreement, or with regard to the operations of the School or any event arising therefrom. OP shall also maintain (a) broad form casualty coverage for all personal property located or used at the School, including the Furnishings, which coverage shall be on a full replacement value basis, and (b) worker's compensation insurance to the extent required by the laws of the State of Texas. Any deductible or other similar obligation under OP's insurance policies shall be the sole obligation of OP and shall not exceed $25,000. The District shall maintain its current loss prevention or self-insurance plan on the Facilities and on its personal property and commercial general liability coverage applicable to any services it provides at the School, in substantially the same manner as it maintains such insurance with respect to other District schools. Notwithstanding the foregoing requirement regarding insurance coverage, the District shall have the right to

insure or self-insure part or all of said insurance coverage in the District's sole discretion, which may be changed in the future as determined by the District.

17.02 Form of Policies. All of OP's insurance policies shall be issued by insurance companies qualified to operate in Texas and otherwise reasonably acceptable to the District. Such policies shall name the District, and such other related parties as the District elects, as additional insureds. Evidence of insurance shall be delivered to the District five (5) days prior to the Effective Date of this Agreement and thereafter within thirty (30) days prior to the expiration of the term of each such policy, or immediately upon OP's obtaining a new policy. Such coverage may be maintained under a blanket insurance policy of OP.

17.03 Evidence of Insurance. Upon request, a Party will furnish a certificate of insurance to the other Party evidencing the required coverage within thirty (30) days after the Possession Date of this Agreement and annually thereafter. Each Party will provide to the other Party notice of any cancellation or material adverse change to such insurance within thirty (30) days of such occurrence.

17.04 Cooperation. To the extent that it is reasonably practicable, each Party will comply with any information or reporting requirements required by any of the other Party's insurers.

ARTICLE XVIII. INDEMNIFICATION

18.01 TO THE EXTENT PERMITTED BY APPLICABLE LAW, OP AND THE DISTRICT AGREE TO COMPLY WITH THE FOLLOWING INDEMNITY PROVISION:

EACH PARTY (the "Indemnifying Party") covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the OTHER PARTY and the elected officials, employees, officers, trustees, directors, volunteers and representatives of the OTHER PARTY, individually and collectively, in their official and individual capacities, (the "Indemnified Party"), from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death or property damage, made upon the Indemnified Party directly or indirectly arising out of, resulting from or related to this Agreement or the Indemnifying Party's activities under this AGREEMENT, including any acts or omissions of EITHER INDEMNIFIED PARTY, any agent, officer, director, representative, employee, consultant or subcontractor of EITHER INDEMNIFIED PARTY, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this AGREEMENT. IN THE EVENT OP AND THE DISTRICT ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE PARTIES UNDER TEXAS

LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this MUTUAL INDEMNIFICATION are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity or third-party.

EACH PARTY shall advise the OTHER PARTY in writing within twenty-four (24) hours of any litigation claim or demand against EITHER PARTY related to or arising out of the Agreement or the activities under this AGREEMENT.

ARTICLE XIX. GENERAL AND MISCELLANEOUS

19.01 Entire Agreement; Order of Precedence. This Agreement, including all referenced attachments and terms incorporated by reference contains the entire agreement of the Parties. All prior representations, understandings, and discussions are merged into, superseded by and canceled by this contract. In case of conflict, the order of precedence of the documents constituting this Agreement is as follows, each listed document superseding in the event of any conflicting provision in a later listed document: (1) this Agreement; (2) Addendum A-1; (3) Addendum A-6; and (4) all other addenda to this Agreement. Any future amendment of this Agreement shall be in writing and shall be signed by both Parties.

19.02 Severability. The Parties intend that each provision hereof constitute a separate agreement between or among them. Accordingly, the provisions hereof are severable and in the event that any provision of this Agreement shall be deemed invalid or unenforceable in any respect by a court of competent jurisdiction, the remaining provisions hereof will not be affected, but will, subject to the discretion of such court, remain in full force and effect, and any invalid or unenforceable provision will be deemed, without further action on the part of the Parties, amended and limited to the extent necessary to render the same valid and enforceable and reflect the intent of the Parties.

19.03 Waiver. No waiver of any provision of this Agreement will be effective unless in writing, nor will such waiver constitute a waiver of any other provision of this Agreement, nor will such waiver constitute a continuing waiver unless otherwise expressly stated.

19.04 Venue and Jurisdiction. OP and the District agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in San Antonio, Texas. Any action or proceeding to enforce the terms of this Agreement or adjudicate any dispute arising out of this Agreement shall be brought in a court of competent jurisdiction in Bexar County or in the United States District Court for the Western District of Texas, San Antonio Division.

19.05 Governing Law. The laws of the State of Texas, without regard to its conflict of law's provisions, will govern this Agreement, its construction, and the determination of

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any rights, duties, obligations, and remedies of the Parties arising out of or relating to this Agreement.

19.06 Assignment. Except as otherwise provided in this Agreement, neither Party may assign or delegate any rights or obligations under this Agreement without the prior written consent of the other Party.

19.07 Successors and Assigns. This Agreement will be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

19.08 Headings and Captions. The headings and captions appearing in this Agreement have been included only for convenience and shall not affect or be taken into account in the interpretation of this Agreement.

19.09 Competition. OP, its subsidiaries, and/or its related entities shall not fund or operate any educational institution in the District's Attendance Area during the Term of this Agreement unless such educational institution is authorized by the District.

19.10 Days. Any timeline in this Agreement referencing "days" shall mean business days on which the District is open for school as set forth in its school calendar unless otherwise clearly stated.

19.11 Notice. Any notice or communication required or permitted hereunder shall be given in writing, sent by (a) personal delivery, or (b) expedited delivery service with proof of delivery, (c) United States mail, postage prepaid, registered or certified mail, or (d) via facsimile, telegram or e-mail, address as follows:

If to the OP:	If to the District:
Mr. Zach Craddock	Dr. Jaime R. Aquino
Third Future Schools-Texas	San Antonio ISD
Chief Executive Officer	Superintendent
411 W. Monroe St.	514 W. Quincy St.
Austin, TX 78704-3025	San Antonio, TX 78212

19.12 Force Majeure. If the performance of this Agreement or any obligations hereunder is prevented by reason of epidemic, pandemic, earthquake, hurricane, fire, flood or other casualty, or due to strikes, riot, storms, explosions, acts of God, war, terrorism, governmental or court order, or a similar occurrence or condition beyond the reasonable control of the Parties, the Party so affected shall, upon giving prompt written notice to the other Party, be excused from such performance during the period of prevention. Notice must specifically reference this section and identify the start date and predicted or known end date of the Force Majeure preventing performance. To the extent that this Agreement cannot be continued due to Force Majeure, the termination provisions set forth in Section 4.02 shall apply.

19.13 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one

and the same instrument.

{Signature Page Follows}

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Entered into this ____ day of _____, 2026

By: _____
Dr. Jaime R. Aquino
Superintendent, San Antonio Independent School District

By: _____
Ms. Alicia Sebastian
Board President, San Antonio Independent School District

By: _____
Mr. Zach Craddock
Chief Executive Officer, Third Future Schools-Texas

By: _____
Mr. Conrad Coleman
Board President, Third Future Schools-Texas

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ADDENDA REFERENCE

Addendum 1: SAISD Charter Policy

Addendum 2: Third Future Schools Board Adopted School Policies

Addendum 3: Student Outcome and Financial Performance Goals

Addendum 4: OP Governing Board

Addendum 5: School Attendance Area

Addendum 6: OP Charter Proposal (Application)

Addendum 7: Facility Plan

Addendum 8: First Year Budget

Addendum 9: District Administrative and Optional Services

Addendum 10: Menu of SAISD Staffing Services – Hourly Rates

Addendum 11: Calculation Model for Revenue Distribution

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Addendum A-1: SAISD Charter Policy E27

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
Administrative Procedures

E – Instruction No. 27	E27
Revised: October 25, 2021	
Posted: October 26, 2021	

IN-DISTRICT CHARTER SCHOOLS AND SENATE BILL 1882 PARTNERSHIPS

This administrative procedure covers the authorization and oversight of in-district charter schools and Senate Bill 1882 partnerships at San Antonio ISD, as required by SAISD Board Policy EL(LOCAL).

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VIII. Senate Bill 1882 Partnerships

I. IN-DISTRICT CHARTER SCHOOLS OVERVIEW

An in-district charter school is an SAISD school that has been granted a "charter" by the SAISD Board of Trustees. State law allows school boards to grant in-district charters to educators who are interested in creating new, high-quality schools or redesigning neighborhood schools. In-district charter schools are subject to many of the same laws as regular district schools, such as laws on state accountability, special education, and student safety. However, the Board of Trustees has the ability to grant increased autonomy to in-district charter schools over the use of time, talent, and resources, in return for greater accountability for student achievement.

The theory of action behind in-district charter schools is that by empowering educators with the autonomy to design and run high-quality schools, SAISD will increase the number of best-fit school options that students can access, regardless of their academic abilities or where they live. In addition to this administrative procedure, more information on in-district charters at SAISD may be found at www.innovatesaisd.org.

The phrase "in-district charter school" is used in this procedure to clarify that these schools remain SAISD schools with SAISD students. "In-district charter school" may also be abbreviated to "charter school" in this procedure; both phrases have the same meaning.

II. TYPES OF IN-DISTRICT CHARTER SCHOOLS

There are two types of in-district charter schools permitted by SAISD Board policy:

A. Campus Charter – In a campus charter, the staff and parents from an existing campus apply to become a charter school. The charter may cover the whole campus or a program within the school that serves a segment of the school's student body. Charters that are for a specific program only are sometimes referred to as "program charters". The rules for campus and program charters are the same, so this procedure will refer to them both as "campus charters".

B. District Charter – With a district charter, the Superintendent requests that the Board create a new charter school or redesign an existing school based on District need.

Both types of charter schools follow a similar process for creation (also known as "authorization"). After authorization, both types of charters are held accountable in the same way. The main difference between campus and district charters is that campus charters are required by law and policy to obtain petitions (votes) from their teachers and parents before seeking SAISD Board approval.

III. IN-DISTRICT CHARTER SCHOOL AUTHORIZATION

In order for the SAISD Board to consider authorizing (or approving) a new in-district charter school or a revision to an existing in-district charter, the school must follow the district's designated process for authorizing charters, which is called the Annual Call for Quality Schools. A high-level summary of the Annual Call is described below. A more detailed description of the process, along with current deadlines and all the required documents, may be found at: https://innovatesaisd.org/annual-call/. Organizations applying to become a Senate Bill 1882 partner with the District will also follow this process. (See Section VIII below for more information on Senate Bill 1882 partnerships.)

A. Before Applying

Before an applicant considers applying to become an in-district charter school, revise its charter, or become an SB 1882 partner, the applicant should learn more about what it means to be an in-district charter by contacting SAISD's Office of Innovation ("OI"). For existing schools, the school's leadership should also confer with the school staff to gauge interest. Participating in the Annual Call is a time-consuming process, so it is important that campus staff are fully invested. Upon request, OI staff can present to campus staff and potential SB 1882 partners on the in-district charter process, timeline, and requirements. Applicants should begin planning for this process at least one year before applying.

B. Letter of Intent

Each summer, OI will communicate to the public that the district is seeking proposals to design new schools or redesign existing schools through the Annual Call for Quality Schools. The process may be open to all schools or a select group of schools, and it may request proposals that include specific school models, or it may be intended for specific geographic areas of service. The Annual Call will align with the district's strategic plan and serve as a mechanism to ensure the availability of best-fit schools in every neighborhood across the district. In order to begin the process, interested schools must submit a non- binding letter of intent, which may be found here: https://innovatesaisd.org/resources/.

C. Application Development

Applicants will have several months to write their in-district charter application. OI will also host workshops designed to help applicants better understand the required components of the application and rubric. District staff are not involved in writing the application and are prohibited from doing so. The application templates may be found here: https://innovatesaisd.org/resources/.

D. Teachers and Parent Petitions for Campus Charters

Neighborhood schools that apply to become in-district charters and any existing campus charter schools that seek to revise their charter must obtain the support of at least 2/3 of classroom teachers and parents to move forward in the process. This is required by state law and board policy EL(LOCAL). Prior to asking teachers and parents to vote on the in-district charter, applicants will do an in-depth stakeholder map and conduct staff and parent engagement during the summer and fall. See Section IV below for a more detailed description of the requirements and process for charter petitions.

E. Application Evaluation and Recommendation

1. Overview

OI will convene an evaluation committee to assess submitted applications and ensure that only applications that "meet standard" under the evaluation rubric are recommended to the SAISD Board for approval.

2. Evaluation Committee.

OI staff will select committee members for the Evaluation Committee. Subject to OI discretion, the committee members may include campus principals, district leadership from relevant departments, as well as external education professionals. Committee members must have experience in public education and be able to review charter applications objectively. All committee members will be required to disclose any potential conflicts of interest they may have with an applicant.

Depending on the number of applications, there may be multiple evaluation committees, and there will be no less than three committee members on each evaluation committee. An OI staff person will facilitate the process. All evaluations are independent and objective, and all evaluation documents, including any notes from committee members, are considered public documents that are subject to Freedom of Information Act requests.

3. In-Person Application Review.

The first critical phase of the evaluation process is an in-person application review, which will consist of the following steps:

- OI will randomly assign charter applications to the committees. Each committee will meet in person to review their assigned applications together.
- The OI facilitator will provide each committee member a copy of the assigned charter applications, along with one scoring sheet per committee member, per application. The scoring sheet will be based on the published evaluation rubric.
- Each member of the committee will read the question silently and write a score for that section and offer written feedback or questions. After each person has a chance to score the question, the group will discuss the scores and develop a group score based on consensus. This means that the group as a whole must agree on a score for each question. If the committee cannot reach consensus on a question, the group score for that question will be the most frequently selected rating from the individual committee members.
- The committee will follow this process for every question of the application. The only portion of the scoring sheet that the committee will not complete is the score for the capacity interview, which is described below.
- The group score will be the official score provided to applicants and the SAISD Board, but OI will maintain all individual scoring sheets for record-keeping purposes. All scoring sheets are available to the public upon request.
- Each committee member will sign and date his or her own scoring sheets, and the entire group will sign and date the group consensus scoring sheet.
- The OI facilitator will have his or her own individual scoring sheet and will also record the group consensus score on a separate scoring sheet. (As an example, if there are 3 charter applications and 5 members on the evaluation committee, there will be 15 individual scoring sheets and 3 group scoring sheets at the end of the exercise, for a total of 18 scoring sheets.)
- OI will provide a copy of the final group consensus scoring sheet, with a summary of the individual committee members' feedback, to the applicant team prior to the capacity interview.

4. Capacity Interview

The second part of the evaluation is an in-person capacity interview in which committee members will have the opportunity to assess the applicant's ability to articulate the proposed plan, provide responses to clarifying questions, and otherwise defend their application. The interview will be scored on the same scoring sheet used in the application review.

The interview will be an in-person meeting with both the applicant team and the evaluation committee. The questions may be different for each applicant team, because they will be based on the committee's written feedback on the application.

At the conclusion of the interview, the applicant team will leave the room, and the committee will individually score the applicant team on their performance in the interview, using the scoring sheet from the application review. The committee will discuss their scores and generate a group consensus score on the interview. If the committee cannot reach consensus on a question, the group score for that question will be the most frequently selected rating from the individual committee members. The OI facilitator will record the group score.

5. Recommendation to SAISD Board.

After the application review and capacity interview is complete, OI will tally the scores and prepare a final Evaluation Summary. Applications in which a majority of responses received either "Met Standard" or "Exemplary" on the group consensus scoring sheet will be recommended to the Superintendent and Board of Trustees for approval. The recommendations will be presented to the Board at a public board meeting. Each applicant will receive a copy of the final Evaluation Summary prior to the Board meeting.

For applications that did not meet standard, if the committee determines that the application would require substantial revisions in order to meet standard, the committee will notify the school that their application will not be recommended for approval. If the committee determines that application could meet standard with minor revisions, the committee will provide a limited amount of time for the school to revise the charter application. The committee will then re-evaluate only the sections that were re-written. Schools that are not recommended for approval may apply again in future years.

F. School Performance Contracts

1. Performance Contracts Overview

Along with the in-district charter application, the Board of Trustees will also review and approve rigorous performance contracts for all in-district charter schools. These contracts are developed by OI and the SAISD Accountability, Research, Evaluation and Testing Department ("ARET Department"), in collaboration with the schools and partner, if applicable. The contracts will include metrics on STAAR achievement and growth, fidelity

to the charter, teacher and parent satisfaction, student attendance and attrition, and financial health. New charter schools will always receive an initial contract term of three years. On an annual basis, OI will monitor and publish school results at a public board meeting. Before the charter's contract term expires, the Board will review the school's results and determine whether to renew or revoke the charter or place the charter on probation. See Section VI below for more information on the charter performance review and planning process.

2. Creation and Approval of Tentative Contract Metrics

Performance contracts will be developed by OI in collaboration with the ARET Department. The ARET Department will create proposed metrics for a school's performance contract using the school's Performance Objectives as a baseline. (Performance Objectives are annual goals created by the ARET Department for every school each year based on historical performance data.) The draft performance contract metrics are intended to be rigorous, yet realistic and based on the school's baseline data. OI staff will review the proposed metrics and provide them to the school's principal and partner, if applicable, for review and feedback. OI will finalize the metrics with the ARET Department and submit them to the board in the form of a "tentative" performance contract for a three- to five-year term, in accordance with EL(LOCAL).

3. Finalizing Performance Contracts with Baseline Data

The Board will approve tentative performance contracts in the spring, but all contracts will be revised and finalized after baseline academic data is available in the fall of the following school year. For district schools that are converted into charter schools and for existing charter schools that have revised their charter, OI staff will hold a conference with the school's leadership team and partner, if applicable, in the fall of year one of the charter to review baseline performance data from the previous school year. For new startup schools without any baseline data, OI will hold a conference with the school's leadership and partner, if applicable, in the fall of year two of the school's operation to review baseline performance data from the school's first year of operation. Following these conferences, the tentative performance contract metrics will be updated and submitted to the Board of Trustees for approval. Thereafter, the SAISD Board and OI staff will monitor, evaluate, and publish in-district charter school performance on their contract goals on an annual basis.

G. SAISD Board of Trustees Review and Approval

The SAISD Board of Trustees serves as the authorizer for all in-district charter schools. OI will submit all recommended charter applications and performance contracts to the Board for consideration in a public board meeting. If an application is approved by the Board, it has become "authorized" as an in-district charter. No further action by the Texas Education Agency ("TEA") or any other governmental entity is required.

H. Federal Startup Grant

New in-district charter applicants may be eligible for the federal Public Charter School Program ("PCSP") grant, which is a one-time grant to support school planning and startup expenses like professional development and technology. (This is not a permanent infusion of school funding.) If a school has received a PCSP grant in the past, it will not be eligible for another grant. This is a competitive grant, so the award is not guaranteed. Awards are typically in the range of $800,000 per school over two years, but this is subject to change by TEA. Applications will be submitted by the SAISD Grants Department. Other than this competitive grant, there is no additional funding available to in-district charter schools.

I. In-District Charter Implementation

After a school is approved by the Board as a new or revised in-district charter, the school and partner, if applicable, will be expected to implement the programs and strategies described in the in-district charter application. Part of the application includes an implementation plan, which will be helpful as the school conducts professional development, selects a unique curriculum, restructures the school calendar, or employs whatever new strategies are included in the school's plan. OI will work with the school and relevant SAISD departments to execute any approved school autonomies over the use of time, talent, and resources. See Section V. below for more information on charter school autonomy.

J. Choice School and Student Enrollment

New startup schools that are authorized as in-district charter schools will be considered "Choice Schools" and will be subject Administrative Procedure F51 in regard to student enrollment. When neighborhood campuses go through the Annual Call for Quality Schools and are authorized to become an in-district charter, the neighborhood campus will be identified as a Choice School with an attendance boundary. For enrollment purposes, all students enrolled in the neighborhood school in the year it becomes authorized fall under Administrative Procedure F51 for the upcoming school year. However, the neighborhood school will not participate in the Choice Schools process until the following year (i.e., the first year that the school is operating as an in-district charter school).

IV. CHARTER PETITIONS FOR CAMPUS CHARTERS

A. Which Schools Must Collect Petitions

As required by state law and EL(LOCAL), the following schools must collect in-district charter petitions:

1. Existing schools that desire to convert into an in-district charter. An existing school is defined as a school with currently enrolled students.
2. Existing in-district charter schools that were created through the petition process and seek to revise their charter.

In-district charter schools that were created by the district and were not required to collect petitions when they were authorized do not have to collect petitions to revise their charter.

B. Number of Petitions Required

Pursuant to EL(LOCAL), schools that are required to collect petitions must obtain the support (votes) of 67% of classroom teachers and 67% of parents of enrolled students. For example, if a school has 20 teachers, and 14 vote yes, 4 vote no, and 2 do not vote, that school would have obtained a "yes" vote from 70% of their teachers, and therefore would be eligible for approval, assuming they obtain the required parent support as well. An abstention (i.e., not voting) counts as a no vote. State law requires the support of only a majority of teachers and parents, but the SAISD Board has set a higher threshold in order to emphasize the importance of teacher and parent engagement in the charter process.

C. Classroom Teacher Petitions

Only "classroom teachers" can vote. Under state law, "classroom teacher" means an educator who teaches in an instructional setting an average of four hours or more each day at the school.

3. Special education, G.E.C., and elective teachers, and teachers who are split among more than one campus, are all considered classroom teachers if they teach an average of four hours a day at the school.
4. Administrators, office staff, counselors, librarians, instructional assistants, and instructional coaches are not considered classroom teachers and will not vote.

Before asking teachers to vote on the charter application, schools must give teachers sufficient time to read the charter application and provide feedback. It is recommended that schools provide hard copies of the charter in the main office and email the charter to all staff after it is complete.

Before beginning the vote, schools must submit a teacher roster to OI and designate which staff members are "classroom teachers" according to the criteria listed above. Teacher voting will take place using an online form created by OI. OI will designate a timeline during which voting must occur. Teachers may vote on their own time or schools may arrange for teachers to vote in person at a group meeting, provided that the voting takes place using the online form and is completely anonymous to the school staff. Only Office of Innovation staff who are facilitating the process and SAISD Internal Audit should have access to teachers' responses.

The principal must notify OI after teacher voting is complete. OI will then tally the votes and submit the voting count to the principal. OI will keep confidential the voting record of individual teachers. The public will only see the voting totals.

D. Parent Petitions

The person voting as "parent" is the person who is indicated on the student registration form at the campus. If the person on the registration form is unavailable to vote, the

"parent" may be anyone who is currently legally responsible for the child (i.e., a different parent or guardian, including a relative or non- family member if that person is the person responsible for that child). If there is more than one parent or guardian, either person can vote as parent, but there is only one vote per household. (For example, one vote for 3 siblings enrolled at the same school.)

It is important that the school determine the correct number of parents at their campus, in order to confirm how many petitions are needed to reach the required 2/3 threshold for Board approval. OI will work with schools to establish a current and valid parent roster. OI will provide additional guidance to schools regarding how to document and tally parent petitions.

Before asking parents to vote on the charter application, schools must give parents sufficient time to read the charter application and give feedback. It is recommended that schools provide hard copies of the charter in the main office and post the charter on the campus website. It is highly recommended that schools convene one or more parent meetings to formally present and discuss the charter. Parents will always have the option to vote online or with a paper form created by OI. Both options will be in English and Spanish. Votes must be submitted by the deadline designated by OI.

The following are recommended strategies for schools to gather parent petitions:

5. Create a petition-gathering team (include parents if possible).
6. Develop a one-minute elevator speech for in-person encounters.
7. Communicate early and often through phone and text messages, social media, newsletters, classroom communications, bulletin boards, and word-of-mouth.
8. Send petitions home with students and hold teachers and students accountable for students in their homeroom.
9. Utilize existing events with high parent participation to obtain votes (e.g., sporting events, student performances, report card nights, etc.).
10. Engage parents whenever they visit school (pick up & drop off, office visits, events, sports, etc.).
11. Set up a petition table at a local business.
12. Block walk and visit parents' homes.

In order to be eligible for consideration by the SAISD Board, all charter applicants must submit printed copies of the parent charter petitions and a log of all electronic votes to OI, in the format required by OI, by the published deadline.

E. OI Review of Petitions

OI will ensure that each school collected its petitions in accordance with SAISD Board policy and procedure by taking the following actions:

For Teacher Petitions:

13. Review the names of the teachers who voted and compare to the teacher roster provided by the principal. If any votes are from employees who do not classify as "classroom teachers", those votes will not be counted.
14. Document the total number of teachers and the number of teachers who voted yes, no, or did not vote.

For Parent Petitions:

15. Review the parent roster provided by the school to confirm the total number of households.
16. Verify that there were no duplicate parents included on the roster.
17. Count all paper petitions and document the number of parents who voted yes, no, or did not vote.
18. The following will make a petition invalid: (i) the parent name is missing or illegible; (ii) the student name is missing or illegible; or (iii) there is no yes or no vote selected.
19. Select a random sample of 10% of the yes petitions and review those petitions against the parent roster. Any petitions with missing information or that are actually no votes or duplicate votes will be removed from the yes total.

OI will create a spreadsheet to document the official count of charter petitions and the results of the 10% random sampling. After completing its review, OI will deliver its spreadsheet, the petitions for each school, and any additional procedures used by OI to the SAISD Internal Audit Department to conduct its review of petitions.

F. Internal Audit Review

Each year, the Internal Audit Department will review the petitions received from OI to confirm that the required 67% support of classroom teachers and parents at the campus was met. Internal Audit will also sample a percentage of petitions to verify the integrity of the responses provided. Internal Audit will produce a written summary of its review and provide a copy of the report to OI and the SAISD Board. The specific procedures utilized by Internal Audit to conduct its review of petitions each year will be at the discretion of Internal Audit. In addition to the required Internal Audit review of petitions, OI will annually invite Internal Audit to review and audit the entire Annual Call for Quality Schools process or specific aspects of the process in order to promote transparency and continuous improvement.

V. SCHOOL AUTONOMY

A. District Theory of Action

Board policy AE(LOCAL) defines SAISD's theory of action as "Managed Instruction with Performance Empowerment". To meet the District's student growth and achievement goals

aligned with its strategic plan, the Board believes it is essential that they empower campus leaders so that the *school* becomes the key unit of change, encouraging innovation, autonomy, and differentiation at each campus. School leaders, working collaboratively with their leadership teams and school community, should be empowered to set the vision, strategies, and priorities for their school. District staff will establish performance expectations and ensure equity among all SAISD students.

B. Scope of Charter Autonomy

Pursuant to EL(LOCAL), all schools that participate in the Annual Call and receive Board approval of their charter application will automatically receive a waiver of all applicable District policies and procedures. While these autonomies are granted by policy, charter applicants are also required to describe in their application each autonomy they intend to utilize and a rationale for the autonomy, in order to communicate the school's intentions to the district, campus staff and parents, and allow for the necessary planning to occur at the district level.

Examples of autonomies available to campuses are described below:

1. Time – Schools may create their own schedule, calendar or grading periods that align to their academic model and community needs, or they may opt-out of specific mandated district trainings.
2. Talent - Schools may expand or modify hiring protocols or create new staff positions within the school's allotted funds and allocations.
3. Resources - Schools may develop their own school budget within district allocated staffing and budget formulas, collapse positions and receive the corresponding funds, or obtain more flexibility in selecting community partners.

C. Limits to Charter Autonomy

In accordance with Texas Education Code Sections 12.055 and 12.056, in-district charter schools do not have autonomy, and are subject to state law in the same manner as non-charter schools, in the following areas:

1. Criminal offenses;
2. Public Education Information Management System (PEIMS);
3. Criminal history records under Subchapter C, Chapter 22;
4. High school graduation under Section 28.025;
5. Special education programs under Subchapter A, Chapter 29;
6. Bilingual education under Subchapter B, Chapter 29;
7. Prekindergarten programs under Subchapter E, Chapter 29;
8. Extracurricular activities and University Interscholastic League (UIL) rules under Section 33.081;
9. Health and safety under Chapter 38; and
10. Public school accountability under Subchapters B, C, D, F, and J, Chapter 39, and Chapter 39A.

In addition, SAISD in-district charter schools do not have autonomy over student enrollment. In order to provide equity of opportunity and ensure access for historically disadvantaged students, all SAISD schools, including charter schools, must participate in the district's unified enrollment system and adhere to District policies and procedures on student enrollment, including FD(LOCAL), FDA(LOCAL), F1, and F51.

All district schools, including charter schools, also agree to participate in beginning-of-year, middle-of- year, and end-of-year district-wide NWEA MAP assessments.

All in-district charter schools with SAISD employees must follow the district's policies and procedures for employee evaluation and appraisal, including requirements related to the Texas Teacher Evaluation and Support System ("T-TESS"), the Texas Principal Evaluation and Support System ("T-PESS"), Master Teacher Initiative, and Teacher Incentive Allotment. Notwithstanding any employee evaluation instrument they wish to implement, all SB 1882 partners will implement T-TESS and T-PESS when evaluating their professional staff in accordance with the District's policies, administrative procedures, and timelines.

Other than enrollment, MAP assessments, and employee appraisals, if a district policy, procedure, or guidance is not required by state or federal law, it is likely to be optional for in-district charter schools. If schools or district departments have questions about charter autonomy, they should contact OI.

D. Implementing Charter Autonomies

1. Overview

OI will work with newly approved and existing in-district charter schools to assist them in implementing their charter autonomies. It is critical that schools collaborate with district department staff before and during implementation of their autonomies, in order to ensure legal compliance and minimize negative impacts on other schools and district systems. For example, changes in school schedules may impact bus schedules and the provision of child nutrition services. Also, district departments need to be aware of which schools may be opting out of district trainings or instructional materials so that the district can allocate its resources in the most efficient and effective manner.

2. Prior to Annual Call – Autonomy Guidance

Each year prior to the Annual Call, OI will work with district departments to publish guidance regarding available charter autonomies and the process for implementing each autonomy. Some autonomies will merely require informing district departments. Other autonomies are more complicated to implement and will require significant collaboration to implement effectively. Autonomies are intended to be cost-neutral whenever possible; they are meant to provide schools with flexibility over the use of resources, not an opportunity to commit the district to additional funding.

3. During Annual Call – District Feedback

During the Annual Call, schools will propose specific autonomies in their charter application that would empower the school to address their unique challenges and implement their academic model. OI will provide feedback on proposed autonomies as the school submits draft applications. After submitting the final application for evaluation, OI will share the proposed autonomies with any district departments that may be impacted in order to gather feedback and begin the process of planning for implementation the following school year. Based on feedback from district departments, some of the proposed autonomies may be modified due to legal requirements or lack of district systems to support the autonomy. If an autonomy is legally available but lacks a district system to implement, OI will work with the department to create or modify systems to accommodate the autonomy over time. Prior to submitting the charter application to the SAISD Board, the school and OI will modify the charter application as necessary to reflect any revisions to the proposed charter autonomies that were required after discussions with district departments.

4. After Annual Call – Implementation and Monitoring

After the charter application is approved by the SAISD Board, OI will work with the schools and impacted departments to follow the approved process for implementing each autonomy. On an annual basis, OI will capture and monitor information on all autonomies requested, approved, and implemented. The purpose of this information will be to share with district departments for planning purposes and also to conduct research on the frequency and effectiveness of school autonomies.

VI. CHARTER PERFORMANCE REVIEW AND PLANNING

A. Overview

In order to improve student outcomes at in-district charter schools, it is critical that the district monitor and evaluate charter schools and support the SAISD Board in making informed decisions related to charter renewal, revocation, and probation. Schools that meet their performance metrics should be renewed and, when facilities and financial resources are available and strong demand for such a school exists, replicated by opening a new school with a similar academic model. Schools that do not meet their performance metrics may have their charter revoked or placed on probation with stronger district oversight and support. This section of the procedure will describe the ongoing monitoring and evaluation of charters and the process for making charter renewal decisions.

B. Annual Oversight Activities

1. Ongoing Oversight and Compliance

OI and other district staff will ensure that in-district charter schools adhere to all applicable legal requirements. (See Section V.3. above for specific laws and district policies applicable to charter schools.) At the same time, OI will work with district staff to protect the autonomies enshrined in the charter applications and provide schools flexibility in how the school maintains compliance whenever possible.

Throughout the term of the charter, OI, in collaboration with district departments, will investigate any allegation that a charter has violated applicable law or performance contract expectations, including the failure to meet generally accepted accounting standards. OI staff will hold a conference with the school's leadership to discuss any such allegation. If the district determines that a violation has occurred and the school fails to cure the violation after a reasonable cure period has passed, the school must respond to the allegation at a scheduled Board meeting. The Board will hear the presentation and take action, if necessary, to revoke the charter.

2. Annual Site Visit

OI staff will conduct an annual site visit at every charter school. The purpose of the site visit is to discuss charter school performance, monitor charter implementation, collect data, and maintain a strong relationship between charter school leaders and OI staff. The site visit will include, at minimum, a school walk-through and a meeting with the principal and key staff members to review performance contract metrics and results. OI staff will provide detailed guidance on the site visit protocol to school staff prior to each visit.

3. Charter School Performance Report

In the early fall after all state and federal accountability data is finalized, SAISD's Office of Accountability, Research, Evaluation and Testing will provide a draft report to OI showing the results of all charter schools on their performance contracts metrics. OI will organize and present this data to the SAISD Board in the late fall or early winter in the form of a Charter School Performance Report. This report will inform the public as to how all in-district charter schools are performing against their contract metrics. The report will be posted to the district's website and be fully accessible to the public.

For schools that are not up for renewal of their charter, this data will be informative to the Board and no action will be taken. For schools that are in their renewal year, this data will be used to inform OI recommendations to the Board regarding charter renewal, revocation and probation.

C. Charter Renewal, Revocation, and Probation

1. Defined Terms

- "Term" refers to the length of time that a charter school is authorized to be an in- district charter school.
- "Charter renewal" refers to the SAISD Board's decision to grant another term to a charter school after its term has expired.
- "Charter revocation" is when the Board revokes or takes away a school's charter.
- "Charter probation" occurs when the Board has concerns about a school's performance and chooses to place the school on notice that the Board may revoke the charter if certain time-bound conditions are not met.

2. Length of Charter Term

In-district charters will be authorized by the SAISD Board for a term of up to five years. The length of the term will be at the Board's discretion. New charter schools will typically receive an initial term of three years.

The Board's decision on whether to renew a charter with a three-year term will occur during the charter's fourth year of operation so that the decision is based on three years of data. After completing a three-year term, schools that meet the renewal criteria published by the district may be renewed for another three- year term or a longer term of up to five years, at the Board's discretion. Schools that do not meet the renewal criteria may be revoked, placed on probation, or renewed with a term of less than three years.

3. Reasons for Charter Revocation or Probation

Pursuant to EL(LOCAL), the SAISD Board may revoke a charter or place a charter on probation in the following circumstances:

School Violation	Revocation Timeline
1. Did not meet generally accepted accounting standards for fiscal management and failed to remedy the violation (see Section VI.3.d. below for details)	After the expiration of a reasonable cure period and no later than end of school year
2. Violated applicable law and failed to remedy the violation	After the expiration of a reasonable cure period and no later than end of school year

3. Rated "improvement required", failed to meet state accountability standards, or is in the bottom five percent of all district schools in the district's School Performance Framework	At the end of two school years
4. Failed to meet performance contract metrics	At the end of the charter term

4. Revocation or Probation for Financial Mismanagement

A campus will be considered as having failed to follow generally accepted accounting standards for fiscal management if the campus did not follow district policy and procedure and applicable state and federal law related to the spending, budgeting, or reporting of any district or campus funds, including money raised through fundraisers. Examples include, but are not limited to:

1. Fraud, embezzlement, or any kind of misappropriation of funds;
2. Conducting a fundraiser in violation of district policy and procedure;
3. Seeking reimbursement for expenses without providing the proper evidence;
4. Making purchases without following the proper approval process;
5. Failure to conduct annual physical inventory;
6. Failure to comply with reporting requirements;
7. Failure to comply with cash handling procedures; and
8. Purchasing items that are not approved by district policy or procedure.

The SAISD Finance Department will be responsible for monitoring compliance with fiscal policy and procedure and applicable law. If a campus is unable or unwilling to cure a violation, the Finance Department will notify OI. OI will then send written notice to the school describing the violation and providing a reasonable length of time to cure the violation. If the violation is not remedied within the cure period, the Superintendent may request that the SAISD Board revoke the school's charter or place the school on probation. Whether a school's conduct qualifies as violating accounting standards or applicable law will be up to the discretion of the SAISD Board.

5. Charter Renewal Process

OI will annually publish detailed guidance on the charter renewal process, including the timeline for renewal activities and the SAISD Board's criteria for making renewal decisions. This process will begin during the final year of the charter's term, but the board's decision will occur after the expiration of the term. For example, if a charter is authorized for a three-year term, this process will begin during the third year of their term, and the board will make the renewal decision during the school's fourth year as a charter school.

At a minimum, the charter renewal process will include the following:

i. Renewal Performance Report: OI, in collaboration with the ARET

Department will produce a summary of the charter school's performance contract goals and corresponding results over the entire charter term. This report will inform the renewal recommendation and decisions.

ii. Charter Renewal Application: This document will give schools an opportunity to respond to data, offer future plans for the school, and formally request renewal. It will also explain the renewal process and criteria for charter renewal.

iii. Renewal Site Visits: Schools up for renewal will receive two visits from district staff in the twelve months prior to their renewal recommendation. The first site visit will be similar to the annual site visits (described above), but it will also include a detailed discussion of the renewal process. The second site visit will allow the district to gather additional data to inform the renewal decision. OI staff will provide detailed guidance on the site visit protocol prior to each visit.

iv. Renewal Performance Discussion: After conducting the second site visit, OI will conduct an in-depth meeting with the school's leadership to review the renewal performance report and site visit findings and answer any questions about the process moving forward.

v. Renewal Recommendation: OI staff will write a report to the SAISD Board to recommend renewal, revocation or probation. The recommendation will include analysis of the Renewal Application, Renewal Performance Report and data from the site visits and Renewal Performance Discussion. OI will present renewal recommendations at a public board meeting in the late fall or early winter.

vi. Renewal Board Vote: At a public board meeting, the SAISD Board will formally vote on whether to renew or revoke the charter or place the charter on probation in the winter or early spring in the school year following expiration of the charter term.

6. Consequences of Charter Revocation

Revocation of a school's charter may lead to a number of consequences, including:

9. Loss of the school's autonomy and return to tighter district management;
10. Restructuring of school staff;
11. Restart of the school with a new model; or
12. School closure (as required by state accountability laws and sanctions).

If revocation leads to a school closure, the district will oversee an organized closure process that meaningfully engages school and community stakeholders. The district will

also determine new attendance zones that allow impacted students to attend higher performing schools.

Families experiencing a school closure will receive priority weights in the annual school choice lottery for high-quality campuses, similar to students attending or zoned to Comprehensive and Targeted Schools. If the district intends to open a new school at the location of the closed campus, the district will initiate an in-depth planning and community engagement process in order to launch a new school model that leads to better outcomes for future students.

VII. REVISIONS TO IN-DISTRICT CHARTER

A. State Law Requirements

At any point during the term of a charter, the school staff and community may consider pursuing a revision to their charter to reflect a new vision or campus-wide strategy. According to state law, a charter created by petition may be revised with board approval and on a petition signed by a majority of the parents and a majority of the classroom teachers at the campus. A charter created without a petition may be revised with the approval of the board of trustees. Board approval of a charter revision will take place only after the final day of instruction of a school year and before the first day of instruction of the next school year (i.e., during the summer break).

B. What Constitutes a Charter Revision

A school's charter is a lengthy document with a multitude of different strategies and programs. Over time, with changes in research and the school's community and leadership, it is expected and understandable that a school may prioritize some aspects of a charter over others. It is not necessary or practical to "revise" a school's charter with every change in focus or strategy. For example, a school may decide to change its math curriculum to better respond to the needs of its students. New research may lead the school to pursue a different reading strategy than the one proposed in the charter application. All of the strategic shifts described above are meaningful, but they would not constitute a "revision" that would require board approval and/or staff and parent petitions.

On the other hand, if a school is currently implementing a comprehensive academic model that drives curriculum, instructional materials, scheduling and professional (e.g., Montessori or International Baccalaureate), and the school would like to change to an entirely new model, that would be a significant enough change to warrant a charter revision. Another example is a school that would like to change from enrolling only male or only female students (i.e., single gender) to a more traditional model that enrolls both genders. In both of these cases, in order to comply with state law on charter revisions and to honor the work of the school stakeholders who wrote the original charter, the school would need to formally request a revision to its charter before implementing these changes.

Whether a shift in strategy qualifies as a charter revision will depend on the unique circumstances, but generally speaking a charter revision will be required only when the

change would fundamentally alter the school's mission and culture. The process for accomplishing a charter revision is described below. In situations where the school is not certain whether a change would constitute a charter revision, the school should submit a revision request and the Office of Innovation will make a determination based on this procedure. One example of a change that may or may not constitute a charter revision, depending on the circumstances, is a calendar or schedule revision. Whether or not a calendar or schedule change would constitute a charter revision will depend on the impact of the change on staff, students and families.

C. Process for Charter Revisions

First, the school must submit to OI the Proposal for In-District Charter Revisions, which may be found at https://innovatesaisd.org/resources/. This form requires the school to provide a summary of the proposed revisions along with a brief justification for each revision. OI will review the proposed changes to determine if they constitute charter revisions requiring board approval or if they are strategic shifts that can be implemented by the school without revising the charter. OI will also meet with the school's principal to review and discuss the merits of the proposed revisions.

If OI determines that the proposed changes require a charter revision, then the school will engage its community and draft its charter revision by following the Annual Call for Quality Schools process, which is described in Section III above. Depending on the extent of the proposed changes and the alignment of the school's charter to the district's current charter application template, OI will determine whether the revision may be accomplished as an Addendum to the school's existing charter, or if the school must write a new charter application using the current application template.

VIII. SENATE BILL 1882 PARTNERSHIPS

A. Overview

In 2017, the Texas Legislature passed Senate Bill 1882, which grants additional funding to school districts that authorize a carefully selected partner to oversee and support a district school under a rigorous performance contract. These new partnerships offer SAISD the opportunity to expand options and resources provided to neighborhood schools, bring in targeted expertise for innovation and support, and empower educators with greater autonomy.

The partner's core responsibilities will be to support the school's academic programs, manage the school principal, and provide financial oversight for the school and its own organization, with extensive support and collaboration from SAISD staff. The district will continue to maintain many of the business and operations functions of the schools, in a similar manner as it does for all other SAISD schools. Each party's roles and responsibilities and legal requirements will be outlined in a detailed partnership agreement. In order to receive the increased state funding and, for some partnerships, a pause in state accountability sanctions, the partnership must follow state law and receive approval from TEA.

B. Types of Partnerships

There are two different types of partnerships allowed under state law: Turnaround Partnerships and Innovation Partnerships. The type of partnership impacts the schools that are eligible for the partnership and whether the school will receive a pause in state accountability sanctions.

1. Turnaround Partnerships. Schools that received an "F" rating under the state's accountability system in the school year prior to becoming a partnership school are eligible for a Turnaround Partnership. Approved Turnaround Partnership schools will receive a two-year exemption from specific accountability-related interventions to allow the partnership time to improve academic performance. For schools receiving their 1st, 2nd, or 3rd consecutive unacceptable rating, the exemption begins the academic year after the school seeks approval for partnership benefits. For schools with four or more consecutive unacceptable ratings, the accountability intervention exemption begins in the school year in which the partnership is approved.

2. Innovation Partnerships. New startup schools and existing district schools that received higher than an "F" rating the year prior to becoming a partnership school are eligible for Innovation Partnerships. These partnerships are similar to turnaround partnerships, but there is no opportunity for state accountability sanctions.

A current list of SAISD partnerships may be found at https://innovatesaisd.org/sb_1882_partnerships/.

C. Organizations Eligible to be Partners

According to state law, a partner must be a nonprofit, an institution of higher education, or a government entity. The District will consider existing organizations that have a strong track record of success, align with SAISD's mission and core values, and provide specific expertise that meets the unique needs of partnership schools. The District may also explore partnerships with newly established organizations, provided that the staff and governing board of the organization have the relevant expertise and experience to support a network of schools.

Each partner organization will be different, because the needs of the schools will be different. For example, two of SAISD's early childhood campuses have partnered with HighScope, an internationally recognized expert in early childhood curricula and research. Young Women's Preparatory Network (YWPN) is a Texas nonprofit that has been supporting single-gender girls schools since 2001. YWPN operates SAISD's two single-gender schools, along with other similar schools across the state.

D. How Partnerships are Created

1. District Vetting

In order for partnerships to be successful, it is critical that the district subject all new partners to a rigorous vetting process. This process includes multiple meetings with the potential partner and district leadership, including the Superintendent, Chief Innovation Officer, and Office of Innovation. The district will conduct a comprehensive review of the partner's track record and capacity to manage schools.

In the first meeting with potential partners, district staff will clearly define the expectations of partnerships at SAISD. OI staff will provide the partners with copies of sample partnership agreements and refer them to the extensive resources and FAQs on the district's website. The district will arrange for tours of potential partnership schools and may schedule meetings with school leadership. It is critical that the district and the partner spend time learning each other's core values and ways of operating.

2. Annual Call for Quality Schools

In order for a school to be eligible for a partnership, the school must be a board-approved in-district charter school. Therefore, all partnership schools will participate in the Annual Call for Quality Schools, as described in Section III above. The proposed partner will complete the Local Campus Partner Application in the form that has been approved by TEA and in accordance with all required deadlines for the Annual Call.

3. Partnership Agreement

The district and partner must negotiate and sign a partnership agreement that meets the requirements of Texas Administrative Code 97.1075. The partnership agreement is a legal contract that describes the partnership and defines the roles and responsibilities of the district and partner. Examples of topics covered in the agreement are legal requirements, finances, partner autonomy, district services, insurance, the length of the partnership, and how the partnership may be terminated. Attached to the agreement will be performance contracts for each of the partnership schools. The continuation of each partnership is directly tied to the partnership schools meeting their individual performance contracts. See Section III.6. above for more information on performance contracts.

The core responsibilities of partners, as further defined in the partnership agreements, include supporting the school's academic program, meeting the school's performance objectives, approving the school budget, and maintaining a nonprofit governing board to oversee the partnership. State law also defines specific autonomies that must be provided to the partner in the agreement, including autonomy over the school's academic program, curriculum, calendar, assessments, and school budget, and the responsibility to hire and manage the principal and any other employees assigned to the campus. Pursuant to the

partnership agreement, the partner is legally responsible to the SAISD Board for the fulfillment of its obligations.

4. Funding Structure

The partnership agreement described above will include information on the funding structure of the partnership. At minimum, the agreement will define the management fee provided to the partner organization to fund staff salaries and other overhead expenses necessary to fulfill the partner's obligations under the partnership agreement. The agreement will include the budget of the partnership schools for the first fiscal year of the partnership, and it will confirm that the partner will have initial, final, and sole autonomy over the entire campus budget of each partnership school.

5. Texas Education Agency Approval

After the SAISD Board approves the partnership agreement and the charter applications for all partnership schools, OI staff will submit a partnership application to TEA. Application documents and detailed guidance on TEA's partnership approval process may be found at www.txpartnerships.org.

E. Partnership Termination

The specific rules regarding when and how a partnership may be terminated will be defined in the partnership agreement. Partnerships are typically created with a ten-year term. The partnership can only be terminated prior to the expiration of the term for reasons defined in the partnership agreement. Some examples of reasons a partnership may be terminated before the end of the agreement's term include: (i) breach of the partnership agreement; (ii) violation of applicable law; (iii) revocation of two or more of the partnership's charters due to not meeting the schools' academic performance goals; (iv) failure to submit an unqualified financial audit; and (vi) termination by mutual consent of the parties.

F. Partnership Support and Oversight

While each partner is responsible for upholding its own responsibilities under applicable law and in accordance with its partnership agreement, OI staff will play a key role in providing oversight of the partnership and supporting the partners in achieving their goals. To the extent possible, the District will seek to minimize administrative and compliance burdens on in-district charter schools and partner organizations by balancing the protection of student and public interests with partner and school autonomy.

Some of the critical aspects of OI's support and oversight will include the following:

- Partner Convenings. These convenings are regularly scheduled in-person meetings with OI staff, partner leadership, and key department staff. The meetings allow the district to communicate new information and reinforce partnership expectations, as well as provide an opportunity for partners to

collaborate with each other and share best practices.

- Board Governance. One of the most critical aspects of a partnership is that the partner maintain an effective governing board to oversee the partnership. Partners are required by their partnership agreements to hold a minimum of three board meetings per year and post their board agendas and meeting minutes on their website. OI staff will monitor partners' websites and keep track of whether partners are meeting and posting the required documents. All partner boards must comply with the Texas Open Meetings Act, including posting meeting agendas in a publicly accessible location at least 72 hours in advance of the meeting, holding a publicly accessible meeting, and documenting the decisions made and topics discussed in the meeting minutes. Each board member must participate in the legally required Open Meetings Act training, which may be found here: www.texasattorneygeneral.gov/open-government/open-meetings-act-training.
- Financial Audit. Partners are required to submit an annual financial audit of their nonprofit organization. OI will issue guidance to partners on an annual basis and ensure that audits are submitted on time and in the required format.
- Partner Employee Onboarding. For any partner that is not a Texas open enrollment charter holder, TEA requires that the district conduct the legally required criminal background check for all partner employees. OI will oversee the process of ensuring that SAISD Human Resources conducts the required employee background check in accordance with Administrative Procedure D35. OI will also ensure that each partner employee receives an SAISD email address, so that the partner employee may have access to district communications and all the programs and platforms that the partner employees need to do their jobs.
- Appraisals. OI staff will ensure that partner staff receive training regarding all required T-TESS and T-PESS appraisal requirement, and OI will monitor partners' compliance with the district's requirements and timeline for completing appraisals.
- District Department Oversight. SAISD Department staff will still largely be responsible for providing oversight of partnership schools in specific areas requiring oversight, such as special education, bilingual education, student enrollment, human resources, etc. For new partners, OI staff will work to build relationships between partner staff and district departments. Once those connections are made, partners and departments are encouraged to work directly with each other to maintain compliance and resolve specific issues. OI staff will serve as the first point of contact and liaison between partners and district staff whenever necessary.

Partnership Agreement Monitoring. OI will maintain a contract administration plan for all active partnership agreements. The contract administration plan will provide a comprehensive and efficient mechanism for OI to monitor the key deliverables of every partnership agreement, including but limited, to the annual financial audit, partner governing board meetings, payment of the partner management fee, and contract performance goals.

References: Board Policy(ies) EL; ELA

Questions regarding this procedure should be addressed to:

Office of Innovation

1931 E. Houston St., San Antonio, Texas 78202

(210) 554-2662

Academics and School Leadership (Learning and Compliance Support Services)

514 W. Quincy St., San Antonio, Texas 78212

(210) 554-2485

Addendum A-2: Third Future Schools Board Adopted School Policies

DRAFT

Board of Education Policies

October 2024

TFS Board and Council Members

TFS National/Corporate Board

Last Name	First Name	Board Position	Email
Jones	Dwight	President	dwight.jones@thirdfuture.org
Williams	Michael	Secretary/Treasurer	michael.williams@thirdfuture.org
Sward-Miller	Jennifer	Director	jennifer.swardmiller@thirdfuture.org
Wilsey	Mark	Director	mark.wilsey@thirdfuture.org
Jess	Ridgeway	Director	jess.ridgeway@thirdfuture.org

Colorado Board

Last Name	First Name	Board Position	Email
Mills	Patrick	President	patrick.mills@thirdfuture.org
Lindimore	Mary	Secretary/Treasurer	mary.lindimore@thirdfuture.org
Ngola-Trice	Rachel	Director	rachel.trice@thirdfuture.org
Morgan	Helen	Director	helen.morgan@thirdfuture.org
Robinson	Pam	Director	pam.robinson@thirdfuture.org

Texas Board

Last Name	First Name	Board Position	Email
Coleman	Conrad	President	conrad.coleman@thirdfuture.org
Reyes	Dorothy	Secretary/Treasurer	dorothy.reyes@thirdfuture.org
Arrambide	Sarah	Director	sarah.arrambide@thirdfuture.org
Roach	Blake	Director	blake.roach@thirdfuture.org
Van Norden	Martina	Director	martina.vannorden@thirdfuture.org

Lousiana South Board

Last Name	First Name	Board Position	Email
Maggiore	Kara	President	kara.maggiore@thirdfuture.org
Robillard	Baraynia	Director	baraynia.robillard@thirdfuture.org
Peters	Nelsene	Director	nelsene.peters@thirdfuture.org
Bennett	Ashley	Director	ashley.bennett@thirdfuture.org

Louisiana North Board

Last Name	First Name	Board Position	Email
Bradford	William	President	william.bradford@thirdfuture.org
Maggiore	Kara	Secretary/Treasurer	kara.maggiore@thirdfuture.org
Joseph	Curtis	Director	curtis.joseph@thirdfuture.org
Rozeman	Phillip	Director	phillip.rozeman@thirdfuture.org

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A. Foundations and Basic Commitments

AA -- Board Member Conflict of Interest Policy

Board members are expected to avoid conflicts of interest involving all matters considered by the Board. A conflict of interest exists when a member is confronted with an issue in which the member has a personal or financial interest or an issue or circumstance that could render the member unable to devote complete loyalty and singleness of purpose to the public interest.

1. If a Board member has a personal or financial interest in any matter being considered by the Board, the member shall disclose such interest to the Board, shall not vote on the matter, and shall not attempt to influence the decisions of other Board members.

2. A member of the Board shall not also be an employee of the school, nor shall a member receive any compensation for services rendered to the school. This provision shall not prohibit members from receiving reimbursement for authorized expenses incurred during the performance of board duties.

3. The Board shall not enter into any contract with any of its members or with a firm in which a member has a financial interest.

4. A Board member is expected to avoid conflict of interest in the exercise of the member's fiduciary responsibility. Accordingly, a Board member may not:

    a. disclose or use confidential information acquired during the performance of official duties as a means to further the Board member's own personal financial interests or the interests of a member of the Board member's immediate family;
    b. accept a gift of substantial value or economic benefit which would tend to improperly influence a reasonable person, or which the Board member knows or should know is primarily for the purpose of a reward for official action;
    c. engage in a substantial financial transaction for private business purposes with a person whom the Board member directly supervises;
    d. perform an official act which directly confers an economic benefit on a business in which the Board member has a substantial financial interest or is engaged as a counsel, consultant, representative or agent.

Board members will affirm annually that they have read this policy and that they have no known or suspected violations of this policy.

AC – Nondiscrimination/Equal Opportunity Policy

The school is committed to providing a safe learning and work environment where all members of the school community are treated with dignity and respect. It is critical to this commitment that anyone who may have experienced discrimination or harassment in the context of the school's educational programs, activities, or employment can report their concerns without fear of retaliation.

This policy is designed to foster a climate that provides preventative measures and encourages the reporting of discrimination and harassment and related retaliation. The school administrators will engage in prevention efforts, train the school community, respond to all complaints promptly, provide supportive measures, and develop fair and equitable processes to investigate and address complaints of discrimination and harassment, and related retaliation, and ensure all parties are treated fairly and impartially.

This policy defines prohibited conduct and guides individuals to the specific policy governing the applicable reporting and response processes. Complaints of harassment or discrimination against a student and complaints of bullying against a student based on membership in a protected class should be made pursuant to the school's Harassment and Discrimination Investigation Procedures for Students Policy. Complaints under Title IX should be made under the school's Sex-based Harassment Investigation Procedures Policy. Supportive measures and prompt response times are required components of all policies.

Definitions

- **"Bullying"** is any written or oral expression, physical or electronic act or gesture, or a pattern thereof, that is intended to coerce, intimidate, or cause any physical, mental or emotional harm to another. Bullying is student-on-student behavior. The school's Bullying Prevention and Education Policy has more details on the definition of bullying, the prevention process, and the reporting process. If the bullying is based on a student's protected class, the behavior may constitute discrimination or harassment. Bullying based on a student's protected class should be addressed through the school's Bullying Prevention and Education Policy.
- **"Protected classes"** include race, color, gender, sex, sexual orientation, gender identity or expression, transgender status, religion, national origin, immigration/citizenship status, ancestry, age, pregnancy, marital status, veteran status, disability, family composition and genetic information of an employee or applicant for employment.
  For purposes of this policy and the implementing regulations:
  - **"Race"** includes hair texture, hair type, hair length, or a protective hairstyle, such as braids, locs, twists, tight coils or curls, cornrows, Bantu knots, afros, and headwraps, that is commonly or historically associated with race.
  - **"Sexual Orientation"** means an individual's identity (or another person's perception of their identity), in relation to the gender(s) to which the individual is sexually or

emotionally attracted and the behavior or social affiliation that may result from the attraction.

- **"Gender Expression"** means an individual's way of reflecting and expressing gender to the outside world, typically demonstrated through appearance, dress, and behavior.
- **"Gender identity"** means an individual's innate sense of the individual's own gender, which may or may not correspond with the individual's sex assigned at birth.

- **"Harassment"** is any unwelcome, physical or verbal conduct or any written, graphic, or visual communication directed at a student, employee, applicant, or member of the public based on their protected class that is objectively offensive to a reasonable individual who is a member of the same protected class, that also:
  - for a student, is either made a term or condition of access to educational services, is used or threatened to be used as a basis for educational decisions affecting the student, interferes with a student's ability to participate in the school's educational services, or creates an intimidating, hostile, or offensive educational environment;
  - for an applicant or an employee, is subjectively offensive to the individual alleging harassment, is made a term or condition of employment, is used as a basis for employment decisions affecting the individual, unreasonably interferes with the individual's work performance, or creates an intimidating, hostile, or offensive working environment;
  - for a member of the community, is subjectively offensive to the individual alleging harassment, and unreasonably interferes with a community member's ability to participate in the school's services, activities, or opportunities.

  Whether conduct constitutes harassment depends on several factors, including, but not limited to:
  - the type, frequency, and duration of the conduct;
  - the number of individuals involved and their relationships;
  - the age and education level of individuals involved;
  - the location and context in which the conduct occurred;
  - whether the conduct is threatening or any real or perceived power differential exists;
  - any use of stereotypes, epithets, slurs, or degrading conduct or communication;
  - whether the conduct includes an act of physical violence;
  - the effect on the complainant's education or employment, if applicable.
- **"Discrimination"** occurs when a student or community member is denied or limited in the ability to participate in or benefit from the school's services, activities, or opportunities on the basis of their protected class. Discrimination also occurs when the school fails or refuses to hire an employee, discharges an employee, or otherwise treats an employee differently with respect to compensation, terms, conditions, privileges, opportunities, or status on the basis of their protected class. Harassment of a student, employee, or community member is a form of discrimination.

The following Board policies have more details on harassment and discrimination and the related complaint process:

    - Harassment and Discrimination Investigation Procedures for Students
    - Sex-based Harassment Investigation Procedures
- **"Retaliation"** is intimidating, threatening, coercing, or discriminating against an individual who has reported an incident of harassment, discrimination, or bullying. Retaliation includes charges against a student for code of conduct violations related to the incident for the purpose of punishing a student for making a report or otherwise interfering with a student's rights under this policy.
- **"Sex-based Harassment"** under Title IX is conduct on the basis of sex that could include unwelcome sexual advances, requests for sexual favors, or other unwelcome physical or verbal conduct or communication of a sexual nature. Because Title IX's definition of sex-based harassment is a federal standard, the definitions and procedures differ slightly from sex-based harassment under state law. More information on sex-based harassment can be found in the following Board policies:
    - Sex-based Harassment Investigation Procedures
- **"Respondent"** means a student or employee who has been reported to have engaged in conduct that could constitute harassment.
- **"Complainant"** means a student, employee, or community member alleged to have experienced discrimination or harassment. A complainant may or may not be the reporting party.
- **"Reporting Party"** means a person who raises a concern or allegation of discrimination or harassment on behalf of a complainant with the compliance officer. Any school student, employee, or community member may be a reporting party.
- **"Compliance Officer"** means the school employee who is responsible for coordinating and overseeing the school's discrimination and harassment prevention and response efforts. Among other responsibilities, the compliance officer will coordinate and oversee the school's discrimination and harassment investigation, consultation, recordkeeping, monitoring, and training processes. To facilitate this work, all school employees must inform the compliance officer of all reports and complaints raising discrimination and harassment issues implicating this policy. The compliance officer may appoint a designee to perform any of their assigned duties, including performing the investigation and issuing the report.
- **"Supportive Measures"** are individualized services to restore or preserve equal access to education, protect student and employee safety, or deter harassment and discrimination. Supportive measures may be provided regardless of whether a complaint has been filed. Supportive measures may include, but are not limited to:
    - Counseling;
    - extensions of deadlines or other course-related adjustments;
    - extra time for homework or tests;
    - the opportunity to resubmit homework or retake a test;
    - remedying an impacted grade;
    - excused absences;
    - the opportunity for home instruction;
    - modifications to class schedules; and

    - restrictions on contact between the parties to a complaint of harassment or discrimination.
- **"Title IX Coordinator"** means the employee designated by the school to coordinate its efforts to comply with Title IX of the Education Amendments and the school's Title IX program.
    - Title IX Coordinator: Matt Montoya, Director of Special Programs, matt.montoya@thirdfuture.org, 431 North Sable Blvd, Aurora, Colorado, 80011

Harassment, Discrimination, and Retaliation Prohibited

Discrimination, harassment, and bullying on the basis of protected class are prohibited at any school or school-sanctioned activity or event, on any school property (or off school property when such conduct has a connection to the school), or any school curricular or non-curricular activity or event. Retaliation for reporting harassment or for participating in any way in an investigation of harassment or discrimination is also prohibited.

Use of a Student's Chosen Name

Harassment or discrimination includes the knowing or intentional use of a name other than a student's chosen name once that student has completed the process outlined in the School's Non-legal Name Change policy.

School Action

The school encourages anyone - students, parents and family members, volunteers, educators, or staff members - who witness bullying, harassment, discrimination, or retaliation to report the conduct by making a complaint in accordance with the appropriate Board policy. All school staff who witness or receive complaints of harassment or discrimination are required to promptly share any such complaints with the compliance officer.

The school will take appropriate action to promptly and impartially investigate allegations of discrimination and harassment, to end unlawful behavior, to prevent the recurrence of such behavior, and to prevent retaliation against the individual who files the complaint and/or any person who participates in the investigation. When appropriate, the school will take additional action during the investigation to protect against further discrimination, harassment, or retaliation.

To the extent possible, all complaints of discrimination and harassment will be kept confidential. Students or employees who knowingly file false complaints or give false statements in an investigation may be subject to discipline, up to and including suspension/expulsion for students and termination of employment for employees. No student, employee, or member of the public may be subject to adverse treatment in retaliation for any good faith complaint of harassment or discrimination under this policy.

Upon determining that incidents of discrimination or harassment are occurring in particular school settings or activities, the school will implement measures designed to stop the discrimination or harassment and otherwise remedy the problem in those areas or activities.

Any student or employee who engages in discrimination or harassment will be disciplined according to applicable Board policies and the school will take reasonable action to restore lost educational or employment opportunities to the complainant(s) and others impacted.

The compliance officer will refer any potential criminal charges to law enforcement.

Notice and Training

The school will issue a written notice prior to the beginning of each school year that advises students, parents, employees, and the general public that the educational programs, activities, and employment opportunities offered by the school are offered without regard to disability, race, creed, color, sex, sexual orientation, gender identity, gender expression, family composition, marital status, national origin, religion, ancestry, or need for special education services. With respect to employment practices, the written notice will prohibit discrimination on the basis of age, genetic information, and conditions related to pregnancy or childbirth.

The announcement will also include the name, address, email address, and telephone number of the person(s) designated to coordinate Title IX, Section 504, and ADA compliance activities. Where possible, the notice will be disseminated to persons with limited English language skills in the person's own language. It will also be made accessible to persons who are visually or hearing impaired.

This policy and the corresponding Board policies, which include the grievance process, must be prominently posted on the school's website in plain language, and made available to all students, parents, and staff through electronic or hard-copy distribution.

Students and school employees will receive periodic training related to recognizing, reporting and preventing discrimination and harassment. School employees must receive additional training related to handling reports of discrimination and harassment.

The training will comply with Colorado state law and will include, but not be limited to, instruction on the following:

- Recognizing harassment or discrimination, including indicators of grooming and child sexual abuse;
- The appropriate immediate response when harassment or discrimination is reported to or witnessed by an employee; and
- Reporting harassment or discrimination to the school.

Adopted: XXX, 20XX

LEGAL REFS.:

20 U.S.C. 1681 *(Title VII, Education Amendments of 1972)*
20 U.S.C. 1701-1758 *(Equal Employment Opportunity Act of 1972)*
29 U.S.C. 621 *et seq. (Age Discrimination in Employment Act of 1967)*
29 U.S.C. 701 *et seq. (Section 504 of the Rehabilitation Act of 1973)*
42 U.S.C. 12101 *et seq. (Title II of the Americans with Disabilities Act)*
42 U.S.C. 2000d *(Title VI of the Civil Rights Act of 1964, as amended in 1972)*
42 U.S.C. 2000e *(Title VII of the Civil Rights Act of 1964)*
42 U.S.C. 2000ff *et seq. (Genetic Information Nondiscrimination Act of 2008)*
34 C.F.R. Part 100 through Part 110 *(civil rights regulations)*
C.R.S. 2-4-401 (3.4) *(definition of gender expression)*
C.R.S. 2-4-401 (3.5) *(definition of gender identity)*
C.R.S. 2-4-401 (13.5) *(definition of sexual orientation)*
C.R.S. 18-9-121 *(bias-motivated crimes)*

C.R.S. 22-1-143 (*definition of harassment or discrimination)*
C.R.S. 22-1-145 *(use of a student's chosen name)*
C.R.S. 22-32-109 (1)(ll) *(Board duty to adopt written policies prohibiting discrimination)*
C.R.S. 22-32-110 (1)(k) *(definition of racial or ethnic background includes hair texture, definition of protective hairstyle)*
C.R.S. 24-34-301 *et seq. (Colorado Civil Rights Division)*
C.R.S. 24-34-301 (3.3) *(definition of gender expression)*
C.R.S. 24-34-301 (3.5) *(definition of gender identity)*
C.R.S. 24-34-301 (7) *(definition of sexual orientation))*
C.R.S. 24-34-402 *et seq. (discriminatory or unfair employment practices)*
C.R.S. 24-34-402(1.3)(a) (*definition of "harass" or "harassment")*
C.R.S. 24-34-402.3 *(discrimination based on pregnancy, childbirth or related conditions; notice of right to be free from such discrimination must be posted "in a conspicuous place" accessible to employees)*
C.R.S. 24-34-601 *(unlawful discrimination in places of public accommodation)*
C.R.S. 24-34-602 *(penalty and civil liability for unlawful discrimination*

BG – Board of Education Policy Process

The Third Future Schools Board of Education (the Board) considers policy development, maintenance and approval one of its chief responsibilities. It is the intent of the Board to develop and maintain written Third Future Schools policies that guide and support the Network's goals and the successful, efficient functioning of the Network schools. The purpose of this policy is to outline the policy development, maintenance, and approval processes and clarify the relation of policy with other administrative guidance such as regulations, handbooks, etc.

The policies of the Board are framed and meant to be interpreted in the context of state laws and regulations and other regulatory agencies within state and federal levels of government. Changes in needs, conditions, purposes and objectives as well as changes in state and federal laws and regulations will require revisions, deletions and additions to the policies of the present and future Board.

The policies developed by the Board and the administrative regulations developed to implement policy are designed to increase the probability of an effective and efficient school system. Consequently, it is assumed that all employees and students will carry them out willingly.

Employees shall be responsible for informing their subordinates of existing policies and regulations and for seeing that they are implemented in the spirit intended.

The Board endorses for use in this Network the policy development and codification system of the National Education Policy Network/National School Boards Association (NEPN/NSBA), as recommended by state-specific legal counsel. The Superintendent is responsible for implementing Board policies and regulations.

Development of Policy

Proposals regarding new policies are welcomed and may be initiated in writing by a member of the Board, the Superintendent or designee, staff member or group of employees, parent/guardian, student, consultant, or civic group.

The Board shall use a careful and orderly process in examining all policy proposals prior to action upon them. The policy proposals will normally be referred to the Superintendent for consideration and possible further action.

Review and Maintenance of Policy

The Superintendent is given the continuing commission of calling to the Board and Administration's attention all policies that are out of date or for other reasons appear to need revision. The Board or committee of the Board will work with the Superintendent to develop revisions. Depending on the task, the Superintendent may form an informal committee, comprised of groups impacted, to receive feedback prior to involving the Board committee. The Board committee or Superintendent may also invite subject matter experts to attend the Board committee meetings to support discussions on specific issues as needed. The Board committee will finalize the proposed revisions and facilitate the process for administrative and legal review as needed. The Board committee will also review any related regulations and exhibits to ensure update compatibility and consistency. The Superintendent will review proposed changes and may suggest further recommendations to the Board.

This commission shall include a timely, annual review of legal counsel's proposed annual updates based on state legislative changes. These reviews and updates will normally be conducted by the Superintendent or a group of school leaders or lead teacher appointed by the Superintendent. Staff members who identify inadequacies in existing policies are encouraged to inform the appropriate supervisor who shall forward this information to the Superintendent.

To ensure that policies are updated to meet changing conditions and state and federal laws, all policies and supporting regulations shall be reviewed at least every three years by the Board committee and the date of review annotated on the policy if no changes are made.

Adoption, waiver, and/or repeal of Policy/Policy Revisions

Unless two-thirds of the members of the Board shall waive this requirement, the Board shall adhere to the following procedure in considering and adopting policies, making policy changes, or repealing existing policies to insure that they are well examined before final adoption.

1. First regular or special meeting--the proposal shall be presented as an information item for discussion during the non-action portion of the agenda.

2. Second regular or special meeting--the proposal shall be presented for discussion and action during the action portion of the agenda.

A new policy proposal or policy change may be referred back to the Administration and/or Board committee when the Board determines that the proposed policy action needs further study, and then brought back to the Board for approval.

Under unusual circumstances, the Board may temporarily approve a policy to meet emergency conditions by a majority vote of the Board. However, the above procedure is required before the policy shall be considered permanent.

The Board may also waive element(s) of a policy for a specific time period, e.g., “grandfather” clauses, or for a specific purpose, e.g., charter school policy waivers, by a majority vote of the Board.

Implementation of Policy/Development of Regulations

The Superintendent has responsibility for carrying out, through administrative regulations as necessary, the policies established by the Board.

The Board shall delegate to the Superintendent or designee the function of developing implementing regulations and procedures under which the Network will operate in accordance with Board policy. Regulations may further refine or clarify policy as well as document implementation procedures.

In the development of administrative regulations, the Superintendent or designee shall involve at the planning stage those who would be affected by such rules including staff members, students, parents/guardians and the public and submit such regulations to the Board committee for review.

Before issuance, regulations shall be properly titled and coded as appropriate to the policy codification system selected by the Board.

Network Administrative Handbooks

In order that pertinent Board policies, Network regulations, and department, and/or school rules and procedures may be known by all affected staff members and students, the Superintendent and principals will issue staff and student handbooks as found necessary and desirable to enhance the continuous improvement process. It is essential that all such handbooks conform to Network wide policies and regulations and contain a statement that policy/regulation guidance takes precedence in all cases of potential conflict. Therefore, the Board expects these handbooks to be approved by the Superintendent or administrative designee prior to publication. A copy of all handbooks published shall be made available to the Board for information.

Administration in the Absence of Policy

In cases where action must be taken and the Board has provided no guidelines in policy for such action, the Superintendent shall have the power to act. His decisions, however, shall be subject to review by the Board at its next regular meeting. The Superintendent shall inform the Board promptly of actions taken and the possible need for policy action. If the Board chooses to take no policy action, the Superintendent may issue a directive to provide clarifying Network guidance. Board policy will take precedence over the Superintendent’s directives in cases of potential conflict. Before issuance, the Superintendent’s directives shall be properly titled and coded as appropriate to the policy codification system selected by the Board.

Board Review of Regulations, Handbooks and Directives

The Board retains the right to review regulations, Network wide handbooks and Superintendent's directives issued by the Administration to ensure they are consistent with policies and regulations adopted by the Board. The Board will address any concerns to the Superintendent or designee for action.

The Board shall only officially approve regulations when required by State or Federal law, or when requested to do so by the Superintendent.

Communication and Availability

The Superintendent or designee shall establish and maintain an orderly plan for preserving and making accessible the policies adopted by the Board and the regulations needed to put them into effect. The Superintendent or designee shall maintain a master copy of all Board policies and regulations.

A copy of all Board policies, Network administrative regulations, and employee agreement associated personnel handbooks shall also be maintained on the Network's website. Updates will be posted to the website within one week of Board/Administration approval.

All Network employees, students, and members of the community will have access to the above as soon as practicable at the administrative offices during business hours and on the Network's website. Students and parents/guardians will be informed of all policy and regulation changes affecting students. Requests for policy and regulation information may be made to the Superintendent.

LEGAL REFS.: C.R.S. 22-32-109 (1)(a-c)
C.R.S. 22-32-110, et al. C.R.S. 22-33-104 (4)
1 CCR 301-1, Rules 2202-R-3.04 (5)(i)

TFS Board Policy CB – Superintendent Employment

Revised 21 August 2018

CB – Superintendent Employment

There shall be a Superintendent employed by written contract by the Third Future Schools' Board of Education (the Board). The Superintendent shall possess the power and discharge the duties that pertain to the Superintendent's office together with those defined in state law and in Board policies and regulations.

Under the direction and control of the Board, the Superintendent shall have general supervision and direction of all public schools in the network. The Superintendent shall be responsible for carrying out the policies and regulations adopted by the Board. In all matters where duties are not definitely described, the Superintendent shall exercise his/her discretion subject to the approval of the Board.

LEGAL REF: C.R.S. 24-18-105

D. Fiscal Management

TFS Board Policy
DJA, Authorized Signatures and Purchasing
Revised 10 March 2017

DJA – Authorized Signature and Purchasing

The Board of Education's authority for the purchase of materials, equipment, supplies, and services is extended to the Superintendent or designee through the detailed listing of such items compiled as part of the budget-making process and approved by the Board through its adoption of the annual operating budget.

In order to receive the greatest value for each dollar expended, it shall be the policy of the school to purchase in quantity whenever possible and practical. This includes the use of state contracts and the use of competitive quotations, prices or other opportunities wherever applicable.

Preference shall be given to supplies, materials and provisions produced, manufactured or grown in Colorado, if such preference is not for articles of inferior quality to those offered by competitors outside of the state.

Except in emergencies or for reasons of economy or safety, the annual purchase of major pieces of equipment shall be scheduled so that annual budgetary appropriations for capital purposes will be of similar size or will show a continuous trend without severe fluctuations.

The Superintendent or designee shall direct the purchase of such books, supplies, equipment, and other materials as is required and permitted within the limits of the budget. The purchase of these items shall require no further Board approval except in those instances where Board policy requires certain purchases to be put to bid. However, in the case of any unusual expenditures, the Board should be consulted.

The building principal is responsible to monitor proper purchasing by their staff members and to ensure that no purchases exceed the funds available in the account to which they are charged.

Quality, price, delivery time, guarantees, and past experience shall be considered in the purchasing of goods and services.

LEGAL REF:

C.R.S. 22-32-109 (1)(b) (Board of education – specific powers and duties – safe schools)

DJA-R – Authorized Signature and Purchasing Regulations

Purchase Orders

Before any purchase order will be issued, a purchase requisition must be completed by the requestor on the form designated by the Superintendent. If an emergency purchase is necessary and it is impossible to obtain a purchase order, the principal, or designee, will report the emergency purchase to the Superintendent the next working day. An emergency is defined as a condition that if not corrected immediately will cause the destruction of school property, endangerment of life, or complete cessation of educational activities.

Purchase orders are not required for mileage, personal reimbursements, and travel claims.

Purchasing Cards/Credit Cards

Purchasing cards/credit cards will be issued to specific employees for the purpose of improving the efficiency of the purchasing process in the school. All purchases will be for school use only. All employees that are purchasing cardholders will comply with the School Purchase Card User Agreement. Changes to the School Purchase Card User Agreement will be maintained by the Superintendent. Purchasing card transaction limits will be determined by the Superintendent.

DIE -- Audits/Financial Monitoring

In accordance with state law, the Comprehensive Annual Financial Report (CAFR) of the Network schools shall be audited annually, following the close of the fiscal year.

The Board shall appoint an independent certified public accountant licensed to practice in Colorado and knowledgeable in government accounting to conduct the audit and the audit shall contain the following:

1. Financial statements prepared in conformity with generally accepted governmental accounting principles.
2. Disclosures in accordance with the *Financial Policies and Procedures Handbook*. The supplemental schedules of receipts and expenditures for each fund shall be in the format prescribed by the State Board of Education and shall be in agreement with the audited financial statements of the Charter School Institute.
3. All funds and activities of the Network schools.
4. A budget to actual comparison for each fund and activity.
5. The auditor's opinion on the financial statements. If the opinion is anything other than unqualified, the reason must be explained.
6. Disclosure of all instances of noncompliance with federal or state law.
7. A supplemental listing of all investments held by the Network schools at the date of the financial statement.
8. A calculation of the Network schools's fiscal year spending in accordance with the state constitution.

The auditor must complete and submit the Comprehensive Annual Financial Report (CAFR) to the Superintendent no later than five months following the fiscal year end, unless:

1. The contract with the authorizer requires an earlier submission date, or
2. The state auditor grants an extension.

Upon receipt, the Superintendent must provide a copy to the authorizing district's or state's Chief Financial Officer (CFO), or their designee, by the deadline specified in the contract.

Appointment of Auditor

To create a balance between independence, fresh perspectives, staff continuity, audit efficiency and competitive pricing the Network schools will solicit proposals for auditing services at least every six years or use a third-party audit firm.

The Board shall annually approve the appointment of an auditor to audit the school's financial statements.

Only in unique and extraordinary circumstances, when it is deemed to be in the Network schools's best interest, is the Board to consider approving the appointment of the incumbent auditor for an additional single year beyond a six-year period. In no event is an auditor to be retained to audit the school's financial statements for more than seven consecutive years.

Nothing in this policy prohibits the Board from acting to limit the duration of the engagement in order to protect the school's interests should the Board determine an early termination is warranted for performance or pricing considerations or other criteria advantageous to protecting the Network schools' reputation or financial condition.

LEGAL REFS.:
C.R.S. 22-32-109 (1)(k)
C.R.S. 24-75-601.3
C.R.S. 29-1-601 *et seq.*

DB -- Financial Planning and Budget

Financial Planning

The Superintendent shall develop and maintain a multi-year financial plan that is related directly to the board's results priorities and operational expectations goals, and that avoids long- term fiscal jeopardy to the school.

The Superintendent will develop a budget that:

1. Is in a summary format understandable to the Board and presented in a manner that allows the Board to understand the relationship between the budget and the results priorities and any operational expectations goals for the year;

2. Credibly describes revenues and expenditures.

3. Shows the amount spent in each budget category for the most recently completed fiscal year, the amount budgeted for the current fiscal year, and the amount budgeted for the next fiscal year.

4. Discloses budget-planning assumptions.

5. Assures fiscal soundness in future years.

6. Reflects anticipated changes in employee compensation, including inflationary adjustments, performance increases and benefits.

7. Provide resources sufficient to support the Board in its governance capacity in order to assure that the governance function is effective and efficient.

Resources will be sufficient to provide for:

a. training to orient candidates and new members;
b. external monitoring assistance to permit the Board to exercise confident control over school performance;
c. Stakeholder dialogs;
d. Membership, appropriate salary costs, staff recognition, consultation, training and attendance at conferences and workshops, surveys, focus groups, and opinion analyses.

DFE – Cash Handling

Purpose:
To ensure the control and safekeeping of the school's cash using accounting best practices.

Policy Statement:
The establishment of strong internal controls for cash collections is necessary to prevent mishandling of funds and to safeguard against loss. Strong internal controls are also designed to protect employees from inappropriate charges of mishandling funds by defining his/her responsibilities in the cash handling process. Cash handling includes but is not limited to staff with the following roles and responsibilities: Office Managers, Office Support Staff, deposit preparers, and reconcilers.

Schools should be aware that at any time, internal or external auditors may visit to perform unannounced cash handling observations and/or cash counts.

Definitions:

Cash - Cash refers to any money that is paid to the school in the form of paper currency, checks, and/or money orders.

Policy:

1. More than one person must account for cash received. A system of checks and balances should be established. For example, the school staff collects the cash, creates receipt, and the Office Manager creates the deposit.
2. All cash must be kept in a locked box and stored in a secure location (locked drawer, closet, or safe) at all times.
3. All transactions must be documented with a three-part receipt. One receipt is given to the payee, the second is attached as documentation to the deposit, and the third is filed and maintained per the TFS Record Retention Policy.
4. All bank deposits must be accounted for and documented as written in the TFS Cash Handling Procedures.
5. Bank deposits must be verified by someone who does not typically handle cash. For example, the school principal or assistant principal(s).
6. Bank deposits must be made on a weekly basis if either of the two conditions occur:
    - there is more than $100 in cash receipts; or
    - at least one check or money order is received, during regular business hours.
7. The office should be supplied with adequate cash to make change for payees making cash payments ($300). The change must also be reconciled on a weekly basis.

8. No one, under any circumstances, may borrow any money from the cash box, or use this money to purchase items for the school. THIS IS NOT A PETTY CASH BOX.
9. It is the responsibility of the Office Manager/Office Support staff to ensure that all funds are received, receipted, safeguarded, and accurately accounted for on a daily basis. Any discrepancies in cash handling or deviations from this policy may result in disciplinary action, up to and including termination of employment.

DFEE – Credit Card (CC)

1. Third Future Schools Finance Department may establish credit cards (Ramp) for employees in good standing. Recurring credit card limits shall not exceed $25,000 for any one card. Credit card limits may be adjusted to accommodate large purchases previously approved through Third Future Schools's accounts payable system.

2. The assignment of a credit card does not exempt card holders from following Third Future Schools's procurement policies and procedures.

3. Card holders must adhere to Third Future Schools's purchasing policy before making any purchases.

4. Credit card purchases can only be made by the designated cardholder and/or their designee.

5. Credit cards can be used to purchase goods and services that have been approved and are within the fiscal year budget.

6. Credit cards should never be used for a cash advance or to purchase any controlled/banned substances.

7. Credit cards must not be used for personal expenses including but not limited to entertainment; alcohol; tobacco; and cash advances.

   - If personal charges are added to the credit card, the card holder or approved designee must notify the Finance Department immediately and submit a check or money order payable to Third Future Schools for the personal charge.
   - Repayment is due within 30 days of the charge.
   - If payment is not made by the employee, Third Future Schools reserves the right to deduct the expense from the employee's next paycheck.

8. Receipts are always required. Itemized receipts are required for any purchase. Non-itemized receipts will be recorded by the Finance Department monthly.

9. Receipts and the credit card reconciliation form must be submitted by the 10th calendar day each month in order to retain credit card privileges. Late submission will be recorded by the Finance Department monthly.

10. For each lost or non-itemized receipt, the card holder or designee must either repay Third Future Schools or has the option to submit a missing receipt form to the Finance Team.

11. Any lost or non-itemized receipt not approved by the Finance Team or Executive Director must be repaid to Third Future Schools within the current fiscal year.

12. Repeated misuse of the credit card (instances below) will result in the loss of credit card privileges and could lead to termination.

a. Unapproved charges

b. Excessive lost and/or non-itemized receipts

c. Late submission of credit card reconciliation form

d. Excessive personal charges

e. Unpaid personal charges

13. Lost or stolen cards must be reported immediately to the Finance Department.

DIE -- Fiscal Accounting Policy

Financial Administration

The Superintendent shall not cause or allow any financial activity or condition that materially deviates from the budget adopted by the Board; cause or allow any fiscal condition that is inconsistent with achieving the Board's results or meeting any operational expectations goals; or places the long-term financial health of the school in jeopardy.

The Superintendent will:

1. Assure that payroll and legitimate debts of the school are promptly paid when due.

2. Assure that all purchases are based upon comparative prices of items of similar value, including consideration of both cost and long-term quality.

3. Use a competitive bidding procedure for the purchase of supplies, materials and equipment, and any contracted services except professional services, for all transactions in excess of $50,000.

4. Coordinate and cooperate with the Board's appointed financial auditor for an annual audit of all district funds and accounts, assuring that the audit report is presented directly to the Board and in terms of district compliance with this policy.

5. Make all reasonable efforts to collect any funds due the district from any source.

6. Keep complete and accurate financial records by funds and accounts in accordance with Generally Accepted Accounting Principles.

7. Publish a financial condition statement annually.

The Superintendent may not without Board approval:

8. Expend more funds than have been received in the fiscal year unless revenues are made available through other legal means, including the use of fund balances, the authorized transfer of funds from reserve funds or from tax anticipation notes.

9. Obligate the school for any short or long-term expenditures that would indebt the school.

10. Expend monies from reserve funds.

11. Permanently transfer money from one fund to another.

12. Allow any required reports to be overdue or inaccurately filed.

13. Receive, process or disburse funds under controls that are insufficient under generally accepted accounting procedures.

DJ -- Procurement

Purpose:
The purpose of this Policy is to structure TFS's purchasing processes and sourcing strategies to ensure that the services and goods we acquire are the result of transparent, objective, time and cost-effective decision making and risk management.

Policy Statement:
Third Future Schools (TFS) Procurement Policy is designed to provide guidelines for the procurement of goods and services, and to ensure that ethical and professional practices are adhered to. This Policy is applicable to all TFS employees who order goods and/or services, or any other person involved with the procurement process.

PURCHASING GUIDELINES

- Procedures and processes must reflect a procurement system that is fair, equitable, transparent, competitive, cost effective, and provides a quality product.
- When making purchases, consideration will be given to the price as well as other factors such as timely delivery, warrant ability, quality of the product and such other factors as the district in its sole discretion deems appropriate.
- TFS will take appropriate action against corrupt or unethical activities and acts of financial misconduct.
- Procedures are to be established which assure that purchases are appropriate and that funds are available before purchases are authorized.
- All transactions should be properly documented.
- Guidelines related to the receipt of gifts and promotional items must be adhered to.
- Where possible, TFS will purchase from local suppliers rather than from overseas suppliers, to encourage local business development.
- Purchases of supplies, materials, equipment, and other items or services necessary and appropriate for the operation of TFS are authorized to be made by the Superintendent or designee, after the TFS Board of Directors has adopted a budget and appropriated funds.
- TFS shall obtain competitive quotations or bids whenever possible with the understanding that there are special, unique, or emergency items or services which will not always lend themselves to such processes.
- TFS personnel shall not use district bids, purchase orders, manual checks, petty cash, or tax exempt status to obtain materials, equipment or services for their personal benefit.

- Should there not be mutual agreement between the initiator of the purchase request and the Director of Finance as to the propriety of any purchase request, the matter shall be referred to the TFS Superintendent.
- All purchases, financial commitments, and contracts for services, except for approved capital projects of $750,000 or more, shall be deemed as approved by the TFS Board of Directors. Exceptions may be made by the Superintendent or designee in cases of emergencies, which shall be reported to the Board no later than its next regular meeting.
- Any expenses (except for emergency situations, see above) between $25,001 and $750,000 that require a budget adjustment of more than 10% of the Board approved budget line item or requires a budget adjustment to a restricted Board approved budget line item, written approval is required by the TFS Board of Directors. This may require an ad hoc meeting to facilitate the approval.

The Department of Finance has the responsibility for reviewing the availability of funds and the accuracy of the purchase requisition and may seek further clarification as to the necessity or appropriateness of the material or service.

The Department of Finance shall have the responsibility for ensuring that any purchases requiring competitive quotations or bids is adhered to. Sound business judgment is to be exercised in determining those materials and services which lend themselves to the bidding process. Users may assist in developing specifications and be involved in selections. Cooperative purchasing with other school districts or governmental agencies is encouraged. Particular emphasis is to be placed on quantity purchasing.

Leasing of equipment for school district purposes must meet guidelines for multiyear contracts specified by each State's statute. Prior to entering into a contract for the lease of equipment for any district use, the request must be reviewed by TFS Finance Committee in collaboration with the Director of Finance. and approved by the Superintendent or designee.

TFS Department of Finance is available to assist employees when purchasing materials, services, or entering into a contractual agreement.

Purchase Authorization/Contract Execution:
Purchases from any TFS fund must be approved/authorized in accordance with all TFS policies and require the following approvals shown in the chart below.

Type	$ Amount	Preferred Payment Method	Budget Approval Required By
Purchases of materials, supplies, and/or services (including capital equipment) will be processed as follows:			
Any total purchase (cumulative)	Up to $2,500	Credit Card/ Employee Reimbursement	Written approval from appropriate budget authority such as principal, director, Superintendent or designee
Any total purchase (cumulative)	$2,501 to $25,000	Credit Card/Account Payable Process*	Written approval from appropriate budget authority such as principal, director, Superintendent or designee
Any total purchase (cumulative)	$25,001 to $750,000	Account Payable Process*	Written approval from appropriate budget authority such as a director, Superintendent or designee. If the expense requires a budget adjustment of more than 10% of the Board approved budget line item or requires a budget adjustment to a restricted Board approved budget line item, written approval is required by the TFS Board of Directors.
Any total purchase (cumulative)	$750,001 or over	Account Payable Process*	Written approval required by the TFS Board of Directors

*A different purchasing method may be used if authorized by the Director of Finance or designee.

Due to the size and organizational structure of TFS, the following chart outlines the approval policy for specific TFS positions:

Position	$ Amount	Budget Approval Required By
TFS School Staff: assistant principals, deans, teachers, front office staff	Up to $2,500	Written approval from appropriate budget authority: School Principal TFS Directors Superintendent or designee
	$2,501 to $25,000 **EMERGENCY PURCHASES ONLY**	Written approval from appropriate budget authority: School Principal TFS Directors Superintendent or designee
	$25,001 to $750,000 **NOT ALLOWED**	N/A
	$750,001 or over **NOT ALLOWED**	N/A
TFS School Staff: principals (or designated school leaders)	Up to $2,500	No approval is required so long as the purchase adheres to TFS Procurement Policies and Procedures.
	$2,501 to $25,000 **EMERGENCY PURCHASES ONLY**	Written approval from appropriate budget authority: TFS Directors, Superintendent or designee
	$25,001 to $750,000 **NOT ALLOWED**	N/A
	$750,001 or over **NOT ALLOWED**	N/A
TFS Directors Operations Executive Dir. of Schools	Up to $2,500	No approval is required so long as the purchase adheres to TFS Procurement Policies and Procedures.
	$2,501 to $25,000	Written approval from appropriate budget authority: TFS Director of Finance, Superintendent or designee

	$25,001 to $750,000	Written approval from appropriate budget authority: Superintendent or designee, Reviewed by TFS Finance Committee If the expense requires a budget adjustment of more than 10% of the Board approved budget line item or requires a budget adjustment to a restricted Board approved

		budget line item, written approval is required by the TFS Board of Directors.
	$750,001 or over **NOT ALLOWED**	Written approval required by the TFS Board of Directors

Position	$ Amount	Budget Approval Required By
TFS Director of Finance	Up to $25,000	Reviewed by TFS Finance Committee
	$25,001 to $750,000	Written approval from appropriate budget authority: Superintendent, Reviewed by TFS Finance Committee If the expense requires a budget adjustment of more than 10% of the Board approved budget line item or requires a budget adjustment to a restricted Board approved budget line item, written approval is required by the TFS Board of Directors.
	$750,001 or over **NOT ALLOWED**	N/A
TFS Superintendent	Up to $750,000	Reviewed by TFS Finance Committee If the expense requires a budget adjustment of more than 10% of the Board approved budget line item or requires a budget adjustment to a restricted Board approved budget line item, written approval is required by the TFS Board of Directors.

	$750,001 or over	Written approval required by the TFS Board of Directors

*A different purchasing method may be used if authorized by the Director of Finance or designee.

Noncompetitive/Sole Source Purchases:
Sole source purchases are characterized as the one and only source, regardless of the marketplace, possessing a unique and singularly available performance capability. The Director of Operations or designee is responsible for approval of requests for sole source purchases. Appropriate substantiating written documentation is required and may include:

- That the efficient utilization of existing goods requires the acquisition of compatible goods or services;
- That the efficient provisioning of services requires providers who are familiar with TFS's unique model and system;
- That the goods or services required for the exchange of software or data with other public or private agencies are available from only one source;
- That the goods or services are for use in a pilot or an experimental project; and/or

- Other findings that support the conclusion that the goods or services are available from only one source.

Purchases are to be made competitively with the exception of the following:

1. The competitive process will result in higher cost or otherwise adversely affect TFS as determined by the Director of Operations. The Director of Operations shall document the basis for the determination in the purchasing file.
2. The service is a professional service that requires a higher degree of professional skill such as engineering and architectural services, professional management or educational consulting, legal services, medical services, technology services or other services as determined by the Director of Finance and the Director of Operations, Executive Director of Schools, or the Superintendent for capital construction related services.
3. A particular product or service is required to standardize or maintain standardization, reduce financial investment, or simplify administration.
4. A particular product or service is required to maintain interchangeability or compatibility as a part of an existing system.
5. Purchases are made in cooperation with federal, state, other local government units, other school districts, the Cooperative Education Purchasing Council, U.S. communities, Western States Contracting Alliance or the Multiple Assembly of Procurement Officials when it is in the best economic interest of TFS as determined by the Superintendent.
6. Instructional materials; e.g. textbooks, library books, tests, teaching aids, publications, videos, films or software.
7. The product or service is the subject of an insurance claim or a change order.
8. The product is perishable, and the purchase would not encourage favoritism or substantially diminish competition.
9. The product is for resale.
10. Property (Real Estate)
11. Surplus Property
12. Advertising agreements
13. Purchases less than $50,000
14. The purchase is made pursuant to an existing purchase agreement that has substantially complied with the requirements of TFS Purchasing Guidelines
15. Emergency contracts pursuant to the requirements set forth in this policy

Specific Vendor or Brand Name Purchasing Requests:
When there is a request to purchase a specific product or to use a specific product or to use a specific vendor, the following information is required to justify the purchase:

- Identify the unique features and performance capabilities.
- If there are other products and/or services available, explain why they are not acceptable.
- Identify any no cost items to be part of the purchase.
- Explain any maintenance or technical support issues.

Emergency Purchases:
Emergency situations shall be defined as those instances that may adversely affect the health, welfare or safety of students, employees or the general public, when any delays would place an

excessive financial burden on TFS, or when delays would cause significant harm to TFS. In the case of an emergency requiring the immediate purchase of goods or services, the employee managing the emergency shall have the authority to authorize the purchase of necessary goods or services in the open market regardless of the amount of the purchase.

Follow up for emergencies occurring during weekday working hours:

- Contact and receive approval from the Director of Finance or designee.
- Submit a written explanation of the emergency to the Finance Department.
- Only minimum quantities should be ordered.
- Every effort will be made to place emergency orders the same day.

Follow up for emergencies occurring during periods other than normal working hours:

- An emergency purchase may be made directly with the vendor by a school or department.
- A letter of justification explaining the circumstances of the emergency must be delivered to the Finance Department during the first working day after the purchase.

Unauthorized Purchases:
Unauthorized purchases by school or department staff will not be processed by the Finance Department. Individuals who make unauthorized purchases may be held personally responsible for payment and/or subject to disciplinary action.

If it is determined that TFS will assume responsibility for the purchase, payment may be processed through the Accounts Payable process with a memorandum to the Director of Finance explaining the circumstances of the purchase. It is the responsibility of the principal, department director, or designee to approve the unauthorized purchase, if it is in the best interests of TFS, and to discuss TFS policy with the individual.

Either significant or repeated unauthorized purchases will be reported to the Superintendent.

The Director of Operations shall establish bid/proposal terms and conditions that govern all procurement transactions. Unsolicited bids/proposals and bids/proposals from unapproved or non-prequalified vendors shall not be considered unless the Director of Operations determines that it is in the best interest of the district to accept such bids/proposals. Purchases made directly from other district departments are exempt from these solicitation guidelines. Note that the source of funds for the purchase may affect the method.

Bid/Proposal/Quotation Award Authorization:

- **Requests for Proposal:** The Superintendent, Director of Operations or designee must approve all awards.
- **Less than $50,000:** This would be considered a small-dollar purchase that may be awarded at the buyer's discretion. A competitive process is not required; however, an e- mail or facsimile quote may be deemed appropriate.
- **$50,000 up to $100,000:** Informal Procurement Procedures.
- **Greater than $100,000**: Formal bid/proposal. The Superintendent, Director of Operations or designee must approve all awards.

Informal Procurement Procedures:
Any procurement of goods or services exceeding $50,000 but not exceeding $100,000 may be awarded in accordance with informal procurement procedures. A contract awarded pursuant to these procedures may be amended to exceed $100,000 only if the amendment is necessary to the fulfillment of the contract and the basis for the need to amend is not reasonably foreseeable at the time of the original award. Amendments with the aggregate total of 10 percent or less of the original contract price will be presumed to be reasonable.

A procurement may not be artificially divided or fragmented so as to qualify for an informal procurement under this section.

When conducting an informal procurement, the purchaser shall seek at least three informally solicited competitive price quotes or competitive proposals from prospective contractors. The purchaser shall keep a written record of the sources and terms of the quotes or proposals received. If three quotes or proposals are not reasonably available, fewer will suffice, but the purchaser shall create a written record of the effort made to obtain the quotes or proposals.

If a contract is awarded, the purchaser shall award the contract to the offeror whose quote or proposal will best serve the interests of the contracting agency, taking into account price as well as considerations including, but not limited to, experience, expertise, product functionality, suitability for a particular purpose and contractor responsibility.

Formal Procurement Procedures:
Procurements shall be awarded by formal competitive solicitations as follows:

- Competitive Sealed Bids: Defined as quotes and bids where detailed specifications, which describe the materials, equipment, and/or service, are available. Formal bids may be opened at public meetings. When opened in public, prices and relevant information are read to those in attendance. An award is offered to the lowest priced and most responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation to bid.
- Competitive Sealed Proposals: These are defined as instances when the products, services or projects are of a complex nature or when the expertise of the marketplace is required. Only the identities of those who have responded will be read at proposal openings. An award is made to the responsible offer or the proposal determined to be the most advantageous to the district, taking into consideration price and other evaluation factors set forth in the request for proposal.

Negotiations:
Competitive or noncompetitive negotiations may be used in place of proposals or may be used as part of any proposal process if the Superintendent or Director of Operations or designee determines that this is in the best interest of the district.

Dispute Resolution:

The Superintendent or designee is authorized to settle and resolve questions regarding any protest concerning the solicitation, consideration or award of a bid/proposal, or controversies arising between the district and a vendor with regard to contracts. If deemed necessary, TFS counsel shall be consulted. Only protests sent directly to the Superintendent will be recognized for consideration. The decision of the Superintendent shall be final. Protests of a solicitation must be filed in writing within seven (7) business days of posting bid/Request for Proposal (RFP) document. Protests of an award of a bid/RFP must be filed in writing within seventy-two (72) hours of the intent to award notice.

Public Access:
Quotes and bids shall be subject to public inspection throughout the evaluation process. Requests for proposals shall be considered working documents that may be negotiated and therefore shall not be subject to public inspection during the evaluation process. These documents will be available for review once an award has been made. However, any bidder or proposer may submit confidential items such as intellectual property, trade secret, privileged or confidential commercial or financial information as long as those items are clearly identified, limited to the scope as set forth in this section and reasonably separated so as not to limit disclosure of nonprivileged information. Such identified documents shall not be disclosed pursuant to each state's Public Records Laws. All information in each state's statute is a strong presumption for disclosure. Marking information as confidential is not necessarily sufficient to prevent disclosure. The following information concerning the proposal shall not be considered as confidential commercial information even if it is clearly marked as such: prices, non-financial information concerning compliance with specifications, guarantees and warranties.

Public Works Contract
The following procedures shall be used when awarding a public works contract. However, the provisions in this section shall not be applicable if a public work project utilizes federal funding.

Public Works: "Public works" means any construction, alteration, repair, demolition or improvement of any land, building, structure, facility, road, highway, bridge or other public improvement suitable for and intended for use in the promotion of the public health, welfare or safety and any maintenance programs for the upkeep of such project exceeding $500,000 in a fiscal year.

Work Force:
Colorado labor shall perform at least 80 percent of the work of each separate construction phase for any public works contract. TFS shall waive the 80 percent requirement if there is reasonable evidence to demonstrate that insufficient Colorado labor is available to perform the work of the project and if compliance would create an undue burden that would substantially prevent a project from proceeding to completion. TFS shall post notice of this waiver and justification on its website. TFS will not impose contractual damages on a contractor for a delay in work due to the waiver process.

E. Support Services

TFS Board Policy EBCE-R – School Closing
Revised 29 August 2018

EBCE-R – School Closing

Responsibilities

The Superintendent or designee is responsible for making the decision on all school closures, delays or early dismissals. It is the intent of the Third Future Schools Board and the Superintendent to keep the school open on every scheduled student-teacher contact day. The only time the school will close on a scheduled student-teacher contact day is when emergency vehicles cannot navigate the roads or the city requires vehicles to stay off the roads. Still, the Network recognizes that there may be other emergencies or situations that may require one of our schools to close for the day.

A timely decision to cancel or delay the start of school shall be made to ensure announcements are provided to the public no later than 5:30 a.m. unless there are extenuating circumstances.
A decision to implement an early release of school shall be made to ensure announcements are provided to the public no later than 11:00 a.m. unless there are extenuating circumstances. The decision to cancel extracurricular activities will be made by 1:00 p.m., unless there are extenuating circumstances.

The principal of the school will be responsible for disseminating information on all closures, delays, early releases and cancellations to local media and publicizing such information on other appropriate forms of communication/media.

When schools are open, parents may choose to keep their children home or delay their arrival when conditions warrant. Such absences may be excused pursuant to Policy JH, Student Absences and Excuses.

Employees

When schools remain open during adverse weather, employees are required to attempt to report as soon as it is reasonably safe to do so. If an employee deems it too dangerous to travel to the school, he/she should notify the principal immediately. If conditions change, the employee should report to work if there are at least two hours remaining in the scheduled school day.

LEGAL REFS.: C.R.S. 22-32-109 (1)(n)
C.R.S. 22-33-104 (1)

EBD -- Maintenance/Control of Materials/Property Management

The school administration shall ensure that proper records are kept on all textbooks, permanent supplies, and equipment owned by the school system.

Records shall include records of issuance of such items to the school and teacher records of issuance to students.

School administration, staff members, and students shall be held responsible for items that have been issued for their use.

The Superintendent shall establish procedures for the use, maintenance, and control of cellular phones and computer equipment.

All school-owned equipment for extracurricular activities, shall be issued at the beginning of each season and returned at the end of each season. Complete records shall be kept on all such equipment.

At least once a year, teachers shall make a careful inspection of textbooks and permanent supplies in use by students. They shall impose fines for damages resulting from carelessness and unwarranted use by students, provided that no fines shall be imposed without the approval of the Principal.

A damage and loss statement will be filled out for any lost or damaged property. The damage and loss statement will be submitted to the supervisor of the accountable person. Loss or damage due to negligence may result in forfeiture of equipment, inability to sign for or use school property in the future, or other disciplinary action.

The Superintendent upon review of the damage and loss statement may alter the disciplinary decision made by the accountable person's supervisor.

EB-R – Safety Program

In order to meet the objectives of the Third Future Schools Board of Education (the Board) safety policy, it is necessary for all students, employees, volunteers and visitors to be aware of and comply with all approved TFS (the network) safety standards, first aid and occupational safety and health policies and procedures, and applicable state and federal safety and health requirements.

RESPONSIBILITIES

It is the responsibility of the Superintendent or his/her designee(s) to ensure: the implementation of the Board safety policy (see Board Policy ADD), the approval of all safety and loss control procedures, action plans, contingency plans, and the continuation of a comprehensive safety program, and that budget support is given to all safety program matters.

All principals and supervisors are responsible for the implementation and supervision of the safety policy and regulations within their departments and schools. Safety performance will be measured in the annual job performance evaluation of all levels of supervision. Supervisors shall include employee safety performance in all evaluations.

All employees are responsible for adhering to Network safety regulations.

The Director of Operations shall be responsible for administering the network safety program to include the following:

- Monitor and evaluate all accident and incident reports and ensure appropriate investigative findings and identified corrective actions are initiated.
- Initiate all proposed safety, standards, procedures and programs.
- Be the primary contact point for all site designated safety representatives/ principals, on all matters involving safety.
- Monitor and evaluate future legislative changes and implement as required.
- Assess locations for safety program compliance and assist in the identification and implementation of preventative and/or corrective action.

- Develop and deliver accident and injury prevention training and equipment, and safety awareness communications.

- Assign appropriate priority levels for all safety projects.

- Maintain and communicate on a regular basis safety performance information and analysis.

- Assist all departments and locations in safety related budget planning.

- Create and convene special investigative committees as deemed required for the additional investigation and review of significant incidents or accidents.

- Prepare and submit to the Superintendent or designee an annual report on Network safety performance.

GOVERNANCE:

The Director of Operations will identify the safety program requirements of the network to include:

- Establish high, but obtainable annual accident prevention goals.

- Develop long term safety strategies for the safety of students and employees.

- Review safety performance results and trends and identify methods to ensure continuing favorable results.

- Analyze results of loss prevention audits and inspections for physical hazards, safe work practices, and identify corrective actions as required.

- Review results of accident and incident investigations to identify and eliminate primary causes, to include unsafe acts and/or conditions.

- Develop and coordinate safety awareness and focused training programs for all employees.

Designated Site Safety Representative: Each principal shall serve as, or shall designate, a building safety representative, and appoint an alternate. This individual will serve as a focal point for identifying safety questions or concerns to the Director of Operations and assist the location by performing the following functions:

- Perform safety audits of the facility and grounds.

- Identify, report, and correct (when possible) unsafe conditions and unsafe acts.

- Assist in facilitating safety awareness training and communications.
- Communicate site safety performance data provided by the Director of Operations.
- Review pedestrian, bus and traffic safety, especially in and around the school.

School principals may establish a site safety committee to address school specific safety issues, and to promote a high level of safety awareness. Should a site safety committee be formed, it is recommended the site safety representative chair the committee.

Central Administration: The Superintendent and school leaders shall on a regular basis evaluate the results of the safety program, to include:

- Approve safety standards, procedures and regulations.
- Review safety performance of all locations and departments, and initiate actions as deemed appropriate.
- Review, identify and approve funding for unfunded high priority safety projects.
- Support safety and loss prevention activities on a network-wide basis.

LEGAL REFS.: C.R.S. 9-1-101 through 9-1-106
C.R.S. 22-3-101 through 22-3-104 C.R.S. 22-32-110 (1)(k)
C.R.S. 22-32-124(2)
C.R.S. 24-10-106.5

CROSS REFS.: EB, Safety Program Regulation
ADD, Safe and Secure Schools
JLCE, First Aid and Emergency Medical Care

EEAEC-R – Student Conduct on School Buses

GENERAL

The safety and welfare of students shall be a primary consideration in matters pertaining to student transportation. The Student Handbook and school behavior guidelines govern the conduct of students in the school and on Network property, including school buses. In addition, theses regulations apply regardless of whether the student is being transported to or from school, to or from a field trip, or is being transported by a Network vehicle for any other reason.

RESPONSIBILITIES

The principal shall publish and promulgate the student handbook and behavior guidelines. The Director of Operations will develop, maintain, and publish the handbook and guidelines on the Network's website. The Director shall use approved strategies for developing, communicating and teaching student expectations for safe conduct as it pertains to student transportation services.

Each student is responsible for complying with the handbook and behavior. Parents/guardians are expected to review and discuss the rules and guidelines with their students. Both shall be aware of all Network policies concerning the handbook and guidelines in an effort to help them understand and assume responsibility for safe, appropriate, and acceptable school bus conduct.

The school bus driver shall have the authority and responsibility to maintain order on the school bus. Students will be required to act in accordance with all policies and regulations pertaining to student transportation. The driver will report student unsafe behavior or other misconduct to the principal in a timely manner.

Unless otherwise provided by law, the principal shall have the authority to discipline any student who commits an infraction of the rules and guidelines. He/she has the authority to suspend the riding privileges of any student whose behavior threatens to place or places the student and/or others in an unsafe situation. A student's parent/guardian will be notified of a suspension from bus transportation for their student.
The principal shall establish a progressive disciplinary process to address student misconduct on the bus. The principal shall be the deciding authority concerning a student's continued eligibility or reinstatement of a student's privilege of Network provided transportation services.

EHB – Record Retention

Purpose:
The purpose of this Policy is to ensure that necessary records and documents of are adequately protected and maintained and to ensure that records that are no longer needed by Third Futures Schools or are of no value are discarded at the proper time.

Policy Statement:
Third Future Schools (TFS) Record Retention Policy is designed to establish procedures for the retention and destruction of school records.

Policy:
Records are to be retained as follows regardless of the physical format of the record including e-mail, Web files, text files, sound and movie files, PDF documents, and all Microsoft Office or other formatted files.

Provided that no retention period is specified for duplicate copies, retain those that are created for administrative purposes for one year, and retain those created for convenience or reference purposes until no longer needed or for one year, whichever is first. Duplicate copies should not be retained longer than the record copy.

<u>BOARD OF DIRECTORS</u>

General Description:
Records generally relating to the TFS Board and its members that govern TFS. The specified retention period applies to the information contained within the record, regardless of the physical format of the record (paper, microfilm, computer disk or tape, optical disk, etc.).

1. MINUTES OF THE MEETINGS OF THE BOARD OF DIRECTORS (Board) that record the nature of the meeting, proceedings of the meeting, all actions taken by the Board, all business that comes before the Board, the names of all persons who speak before the Board and their general topic, if an executive session was held and the general topic, and a record of adjournment.
   Retention: Permanent

2. LEGAL OPINIONS requested by the Board and supplied by Third Future School (TFS) counsel or the courts, that provide legal guidance on various matters pertinent to TFS.
   Retention: Permanent

3. ORGANIZATION AND REORGANIZATION RECORDS OF TFS that may include but are not limited to:

a. Public Petitions
b. Legal descriptions and maps
c. Requests for exclusion
d. Mill levy data
e. Election results
f. Court orders

Retention: Permanent

4. BOARD MEETING AGENDAS that provide the schedule of topics that the Board will consider at each meeting.
   Retention: 1 year

5. SCHOOL BOARD ELECTION RECORDS that include but are not limited to:
   a. Election ballots or surveys
   b. Election results
   c. List of eligible voters

   Retention: 30 days after the election provided the election or the results of it have not been challenged. Should an election be contested all records are to be retained until such time that the appropriate court or authority allows them to be destroyed.

6. BOARD POLICY AND PROCEDURES MANUAL that identifies the TFS official policies and procedures that are to be followed by staff and students.
   Retention: Permanent

7. RESOLUTIONS OF THE BOARD that relate to TFS's endorsement of a position, action or policy on a given topic such as supporting a statewide referendum on school funding.
   Retention: Permanent

GENERAL ADMINISTRATIVE RECORDS

General Description:
Records generally relating to the administration and direction of TFS various programs. The specified retention period applies to the information contained within the record, regardless of the physical format of the record (paper, microfilm, computer disk or tape, optical disk, etc.).

1. AGREEMENTS AND CONTRACTS of various kinds that document some form of agreement or contract that is enforceable by law between TFS and other parties regarding leases, franchises, professional services and others that TFS should be involved. **Retention: Duration of the agreement or contract plus 2 years, to include any terms limiting action there under**

2. ANNUAL REPORT of TFS to the Board of Directors and/or persons of TFS.
   Retention: Permanent

3. COMPLAINTS - Communications that are received from parents and/or other persons regarding objections, dissatisfactions, or disagreement with TFS policies or actions. **Retention: 2 years after response or action by the school District, and all rights of appeal have been exhausted**

4. CORRESPONDENCE – LEGAL -- These communications are related to legal issues where TFS is a party. Examples of this type of correspondence are court filings, legal opinions, affidavits, and other topics that may be needed for future use.
Retention: Permanent

5. ELECTRONIC MAIL is a work-related electronic message that is transmitted between two or more computers or electronic terminals belonging to the TFS network.
Retention: Four months (except as outlined elsewhere in this policy)

6. MAPS AND DRAWINGS that relate to building construction and/or remodeling, site plans, engineering, cartographic or other graphic presentations that are needed for the continued operation of TFS and its facilities.
Retention: Permanent

7. NEWS RELEASES that are prepared statements or announcements issued to the news media regarding TFS Board decisions, changes in senior administrative personnel, and/or program changes or termination of specific school programs. It should be noted that major policy or *historical news releases should be retained indefinitely.*
Retention: 2 years

8. RULES AND REGULATIONS adopted by TFS Board in relation to various school activities and functions. Examples of these would be to protect students and staff, set standards of conduct and dress, and provide accountability to the taxpayers.
Retention: Permanent

9. STUDIES AND PLANS prepared by TFS or contractors for TFS. Examples include feasibility studies, planning and land use, population estimates, educational achievement, capital projects, transportation projections and other documents that have long-term reference or historical value to TFS.
Retention: 5 years

<u>STUDENT SERVICES RECORDS</u>
General Description:
Records generally relating to academic records of children within TFS. The specified retention period applies to the information contained within the record, regardless of the physical format of the record (paper, microfilm, computer disk or tape, optical disk, etc.).

NOTE: RECORDS OF THE STUDENT FROM ELEMENTARY AND MIDDLE SCHOOL SHOULD BE MERGED INTO THE STUDENT PERMANENT RECORD WHEN HE OR SHE REACHES HIGH SCHOOL.

1. STUDENT PERMANENT RECORD: These records are divided into three categories: personal information, enrollment history, and academic performance. Each School District keeps information about students in different ways and on different forms. Therefore, the retention schedule presents the kinds of information or data elements that are maintained in files, rather than the names of the forms on which information may be found.
    a. Personal Information --This information, except for the immunization record, is usually found with the student's permanent record.
        i. Student's identification number: The District assigned number used for record keeping purposes.
        ii. Legal name of student
        iii. Legal name of parent(s) or guardian
        iv. Date of birth
        v. Gender
        vi. Address
        vii. Telephone number
        viii. Immunization record for withdrawal
    b. Enrollment History -- This information should be on the transcript. It consists of the following:
        i. Exact date the student enrolled in TFS
        ii. Name, city and state of the previous school(s) attended outside TFS
        iii. The schools attended within TFS
        iv. The dates and grade levels of the student
        v. Date the student withdrew or graduated from TFS
        vi. Name, city and state of the school to which the student is withdrawing
    c. Academic Performance -- usually found on the transcript or on report cards.
        i. Classes and/or grade level taken
        ii. Semester grades
        iii. Postsecondary courses/semester grades
        iv. Standardized test scores
        v. Advanced placement (AP) test scores
        vi. Grade point average (GPA)
        vii. Class rank
        viii. College placement test scores (i.e., ACT/SAT)

    Retention: Permanent or until the records are transferred upon an official records request

2. STUDENT CUMULATIVE RECORDS: Records that contain optional information on students attending school at TFS. The record may contain but is not limited to:
    a. Other information that enabled school officials to counsel with students and plan appropriate activities.
    b. Immunization record for graduates
    c. Ethnic code (This code is of use only to the District in which the student is enrolled.)
    d. Withdrawal grades (sometimes called grades in progress); withdrawal grades are not official grades, i.e., no credits are earned. Their purpose is to facilitate enrollment at the student's next school.
    e. Supplementary programs: Examples of such programs are gifted and talented, bi- lingual, English as a Second Language (ESL), and Title 1.
    f. Health records, hearing and vision screenings, visits to the school clinics, or similar records are not required information.
    g. Signed release of records: The purpose of this record is to document whether or not student record information was released, as requested by the parent or student.
    h. Progress reports: Mid-semester grades which inform parents and students of how the student is doing. These are not official grades and do not have long- term value.
    i. Out-of-District records
    j. School fines
    k. Emergency information
    l. Marriage licenses: Students may obtain a copy from the state or country in which they were married. It is not the responsibility of the school District to maintain these records permanently.
    m. Birth certificates: Students may obtain a copy from the state or country in which they were born. It is not the responsibility of the school District to maintain these records permanently.
    n. Court orders denying access to records
    o. Adoptions: The child's legal name should be changed on the transcript, although the previous name should also remain part of the transcript. It is not the responsibility of TFS to maintain permanent adoption records
    p. Guardianships: It is not the responsibility of TFS to maintain guardianship records
    q. GED records: This information is retained permanently at the Department of Education.

    Retention: (1) For graduates: purge immediately after graduation; (2) For withdrawals: destroy after the student leaves the District unless there is a compelling need to keep it longer.
3. Report Cards that document the periodic report by a school about a student's academic, social, emotional, and physical progress. Information includes, but is not limited to, full legal name of student, teacher's name, name and address of school, indication of attendance during reporting period, grades, and other related information.
    Retention: 1 year after school year in which records were created, provided semester grade is recorded in the student permanent record

4. Student Discipline, Suspension, and Expulsion Records documenting inappropriate student behavior and corrective actions taken. Information includes referral and action form, notes,

letters to parents, suspension documentation, detention documents, hearing notices, bus driver referrals, statements and conference notes.
Retention: (1) When suspended and subsequently expelled, keep permanently. Information will be stored in the student information system and paperwork will be scanned into an electronic file in student records. The permanent record file must be retained until student reaches the age of 21. (2) When disciplined or temporarily suspended and returned to school with no further rules infractions: until the student is no longer enrolled

5. Student Truancy Records: Records created to document student's excessive absences and action taken to correct the problem by school personnel. Information includes referral and action forms, letters to parents, attendance profile sheets, correspondence, release forms, copies of initial court petitions, copies of court orders, hearing notes, affidavits and visitation documentation.
   Retention: until the student is no longer enrolled

SPECIAL SERVICES/SPECIAL EDUCATION RECORDS

General Description:
Records generally relating to special needs of children within TFS. The specified retention period applies to the information contained within the record, regardless of the physical format of the record (paper, microfilm, computer disk or tape, optical disk, etc.).

1. SPECIAL SERVICES STUDENT FILE: Records may include but are not limited to:
   a. IEP and Supporting Documentation
   b. ISP (Individual Service Plan)
   c. IFSP (Individual Family Service Plan
   d. Testing Documentation
   e. Health Record
   f. Psychological Report
   g. Student Achievement
   h. Referrals, Permissions & Notices
   i. Student Assessment Reports
   j. Evaluations and Accompanying Reports
   k. Outside Agency Information
   l. Literacy Plan
   m. Behavior Support Plan
   n. Communication Plan
   o. Health Plan
   p. Service Plan
   q. Request for Records
   r. Record of Access

   Retention: Three years after all special services/special education and related services have ended.

BUILDING AND GROUNDS RECORDS

General Description:
Records generally relating to the construction and operation of facilities and grounds within TFS. The specified retention period applies to the information contained within the record, regardless of the physical format of the record (paper, microfilm, computer disk or tape, optical disk, etc.).

1. CONSTRUCTION PROJECT FILES: Records may include but are not limited to:
    a. Surveys and plot plans that pertain to school real estate
    b. Final blueprints, specifications and shop drawings and all modifications made thereto
    c. ADA plan
    d. Evacuation plan
    e. Federal and state environmental reports (asbestos, lead, radon etc.)
    f. Certificate of occupancy and final building inspection reports

    Retention: Permanent

2. DEEDS TO REAL PROPERTY that legally convey the land to TFS ownership and include the filing reception number in the county clerk and recorder's office.
    Retention: Permanent

3. RECORD OF UTILITY USAGES documents the electricity, gas, water or other utility that each building consumes each month or year.
    Retention: 5 years or until no longer needed

4. APPLICATION AND APPROVAL FOR USE OF SCHOOL PREMISES for purposes other than regular school activities.
    Retention: 2 years

FINANCIAL RECORDS

General Description:
Records documenting and ensuring accountability for the receipt and expenditure of public funds. The specified retention period applies to the information contained within the record, regardless of the physical format of the record (paper, microfilm, computer disk or tape, optical disk, etc.).

1. ACCOUNTS PAYABLE RECORDS that serve as the basis for payment of bills by TFS, including copies of bills paid, copies of checks, invoices, purchase orders and receiving reports, and correspondence with vendors.
    a. Accounts payable records, in general - **Retention: 6 years + current**
    b. Balance sheets - **Retention: Until updated**
    c. Bills paid, including invoices and statements - **Retention: 6 years + current**
    d. Charge slips and credit card statements - documentation of charges for items such as printing and meals or credit card transactions. - **Retention: 2 years + current**

e. e. Credit card records - records of credit cards issued to TFS for official school use. - **Retention: 1 year + current, after cancellation**
f. Expense records - records maintained to document travel, mileage, claims for reimbursement and other expenses of school officials while on educational business, including requests, authorizations, reimbursements and other similar information. -
Retention: 2 years, provided audit has been completed
g. Form 1099 - this form is sent to vendors, such as contractors, when the vendor's charges for services exceed $600 for the year. - **Retention: 4 years**
h. Petty cash records - records of petty cash funds account and requests for petty cash for various purposes. - **Retention: 1 year + current**
i. Vendor files - files maintained as a unit to track accounts payable activity for specific vendors, including information such as the federal taxpayer identification number, name and address, correspondence, copies of checks, etc. - **Retention: 6 years + current**

2. ACCOUNTS RECEIVABLE RECORDS that serve as the basis for collection of amounts owed by vendors, organizations and persons having accounts with TFS and documentation of billing and collection of monies.
    a. Accounts receivable records, in general - **Retention: 2 years + current**
    b. Balance sheets - **Retention: Until updated**
    c. Cash books, receipts and reports - cash book showing receipts, cash account pre-edit listing, daily cash reports and other documentation of receipt of monies for fees, parking tickets, rentals, registrations, etc. - **Retention: 2 years + current**
    d. Cash register validation tape - **Retention: 1 year + current**
    e. Invoices and statements issued by the school District - billings by school District to outside companies or institutions for damages, supplies, services or repairs, etc. - **Retention: 6 years + current**

3. AUDIT RECORDS documenting external audits of the financial position of TFS.
    a. Audit reports - annual or special reports prepared by external auditors examining and verifying the school District financial activities or the financial activities of a fund, department or other component of the municipal government. - **Retention: Permanent**
    b. Audit work papers - documentation consisting of routine correspondence with auditors and copies of TFS records compiled for use by auditors in performing an audit. - Retention: **2 years + current after completion of audit**

4. BANK RECORDS that document the current status and transaction activity of TFS funds held at banks
    a. Bank statements - monthly statements showing the amount of money on deposit to the credit of TFS. - **Retention: 6 years + current**
    b. Check records:
        i. Canceled checks - **Retention: 6 years + current**
        ii. Duplicate copies of checks - carbon copies or photocopies of checks issued and maintained solely as a quick reference source. - **Retention: 1 year + current**

iii. Check register - chronological listing of check entries. **- Retention: 6 years + current**
iv. Check stubs - **Retention: 1 year + current**
v. Deposit pass books - records of TFS savings account deposits, withdrawals and balances. - **Retention: 6 years + current**
vi. Deposit slips - bank cashiers' slips showing amount and date of deposit of monies into TFS accounts. - **Retention: 1 year + current**
vii. Reconciliations - Retention: **6 years + current**
viii. Trial balances - **Retention: 2 years + current**

5. BUDGET RECORDS
   a. Final adopted budget - final financial plan for the budget established by the TFS as approved by the school Board for the allocation and budgeting of all expenditures of the TFS. - **Retention: Permanent Duplicate copies: Until superseded**
   b. Preliminary draft budget - version of the budget presented for public inspection and review prior to consideration of the budget by TFS Board. - **Retention: 1 year after adoption of final budget Duplicate copies: Until final budget is adopted**
   c. Budget reports
      i. Monthly or quarterly reports - periodic reports regarding the status of receipts and disbursements in comparison to the adopted budget. - **Retention: 2 years + current**
      ii. Year-end reports - summary of annual budget reports compiled at year- end. - **Retention: 6 years + current**
      iii. Budget work papers - papers used to assist in the preparation and review and decision-making processes for department budget request, including reports, budget instructions, work sheets, spending plans, budget proposals, financial forecasting reports and similar records. - **Retention: 1 year + current**

6. FEE AND RATE SCHEDULES that document the fees and rates collected by TFS for various services.
   Retention: Retain current and previous schedules

7. FINANCIAL GUARANTEES: Records relating to the acquisition and release of various forms of financial guarantee, including escrow accounts, letters of credit, liens, promissory notes. These types of records are required by the school District from other parties to ensure performance, payments or the completion of certain specified actions, such as the completion of projects, required improvements or the payment of delinquent bills or assessments. **Retention: 1 year after expiration, completion of guaranteed project (if applicable) or release of the guarantee by TFS**

8. FIXED ASSET RECORDS: Inventories and listings kept to track and control the fixed assets of TFS, including buildings, real estate, office equipment, tools, machinery, and other equipment.
   a. Annual reports - work sheets compiled for annual reports listing totals of all fixed assets, purchases and disposition of assets. - **Retention: Until superseded**

b. Auction records - summary reports and other records of TFS property sold at public auction. - **Retention: 2 years + current**

c. Depreciation detail - **Retention: 3 years + current**

d. Disposition records - records of disposal of school District property (not real estate) and unclaimed, abandoned or confiscated property such as bicycles and computer equipment by competitive bidding or destruction, including date, department name, description of item, value, disposition, method and reason for disposition, condition, value and approvals. - **Retention: 3 years + current after disposition of property**

e. Fixed asset files - listings of all TFS property (buildings and real estate), vehicles, equipment and furniture, including description, cost, date purchased, location, name of vendor and depreciation. - **Retention: 10 years**

f. Fixed assets/inventories - listings of expendable and non-expendable property of TFS, including buildings, real estate, vehicles, furniture, equipment, supplies and other items owned or administered by TFS. - **Retention: Until revised + 1 year**

g. Surplus property records - documentation of the sale of surplus real property, including invitations, bids, acceptances, lists of materials, evidence of sales and related correspondence. - **Retention: 6 years after final payment**

9. TRUST FUND RECORDS: Documentation of bequests to TFS
   Retention: 2 years after trust fund closed

10. GOVERNMENT REVENUE PROGRAMS: Records pertaining to governmental programs allocating state or federal revenue sharing funds to TFS for specific purposes.
    a. Federal revenue programs
       i. Federal excise tax - exemption certificates from gasoline vendors issued to TFS, which are required for allowance of federal tax credits for vendors to bill less the excise tax. – **Retention: 6 years + current**
       ii. Revenue sharing - documentation and reports of TFS receipt and reallocation of federal revenue sharing funds, including public notices, expenditure records and reports, project records, financial and payroll records, etc. - **Retention: 6 years + current**
    b. Instructions for completing government forms. - **Retention: Until superseded or obsolete**

11. GRANT RECORDS: Files pertaining to applications for grants and the administration, monitoring and status of grants received by TFS from private and governmental sources.
    a. Awarded grants - documentation of awarded grants that are accepted by TFS, including records of grant application, performance under the grant, grant contracts and agreements, annual and final performance reports. - **Retention: Duration of grant + 3 years**
    b. Rejected grants - documentation of grants applied for by TFS and either rejected by the grantor or not accepted by TFS. - **Retention: 2 years + current after rejection or withdrawal**
    c. Reports from grant funded programs - periodic reports on the administrative and fiscal operations of federal or state funded programs compiled on a monthly,

quarterly, or semi-annual basis. - **Retention: 3 years after completion of all applicable audits**

12. INSURANCE RECORDS
    a. Certificates of insurance - documentation provided by insurance providers as proof of insurance coverage for specific purposes.
        i. Major school District - **Retention: 10 years after substantial completion**
        ii. Other certificates of insurance **Retention: 6 years after expiration**
    b. Claim records - records of claims for damages made by TFS against other parties and made by other parties against TFS.
        i. Claim records - statements of claims and completed claim forms. - **Retention: 6 years + current**
        ii. Claim reports - summary reports regarding handling and disposition of claims made against TFS and/or its insurance company by other parties - **Retention: 6 years + current**
    c. Employee insurance claim records - records pertaining to employee claims for medical, dental, long term disability and other insurance coverage. - **Retention: 3 years + current after incident is closed and all rights of appeal have expired**
    d. Insurance policies - documents issued by the insurance company to outline liability coverage and risk control standards for TFS under the insurance policy. **Retention: 6 years after expiration of policy, or after all claims made under the policy are settled, whichever is later**

13. INVESTMENT RECORDS: Records documenting various investments made BY TFS.
    a. Bank statements – investments - **Retention: 2 years after investment ends**
    b. Certificates of deposit – registers - **Retention: 6 years after maturity**
    c. Money market certificates - **Retention: 6 years + current after maturity**
    d. Reports - investment of funds - **Retention: 6 years provided audit has been completed**
    e. Saving bond records - **Retention: 6 years + current after final payment**
    f. Treasury bills and notes - **Retention: 6 years + current after maturity**

14. LEDGERS AND JOURNALS
    a. General ledger - year-end summary of receipts and disbursements by account and fund reflecting the general financial condition and operation of TFS; may also include documentation from subsidiary ledgers to general ledger and accounting adjustments in the form of general entries. - **Retention: Permanent**
    b. Subsidiary ledgers and journals - daily, monthly or quarterly transaction detail showing receipts and expenditures such as depositor payment amount, date payee, purpose, fund credited or debited, and check number; provides backup documentation to general ledger - **Retention: 2 years**

15. LOAN RECORDS: Records of loans entered into by TFS.
Retention: 6 years + current after payment and cancellation

16. PURCHASING RECORDS: Records pertaining to procurement of services or commodities, including purchase requisitions, purchase order, vouchers, field order, work orders, invoices and supporting documentation for purchases.
    a. Purchasing records, in general - orders and requisitions - **Retention: 4 years + current**
    b. Bids - bids, quotes and proposals regarding services and commodities received by TFS in response to solicitations.
        i. Accepted bids - received from successful bidders **Retention: 6 years + current, after acceptance of the bid**
        ii. Rejected/Unsuccessful bids - received from unsuccessful bidders -**Retention: 2 years + current**
        iii. Unsolicited bids - received from bidders without solicitation - **Retention: 2 years + current**
        iv. Lease-purchase records - records pertaining to the acquisition of property by lease-purchase transactions. - **Retention: Term of lease-purchase arrangement + 6 years**
    c. Procurement and purchasing policies - directives, memoranda or manuals pertaining to policies established by TFS for the procurement of commodities and services -
    Retention: Permanent Duplicate Copies: Until superseded
    d. Purchasing control forms - purchase orders, purchase requisitions, field purchase orders, vouchers and other forms documentation to procurement process. -
    Retention: 6 years + current
    e. Solicitations and specifications - requests for proposals (RFPs), requests for quotations (RFQs), and other solicitations by TFS for competitive bids, proposals or quotes for the provision of services or commodities; includes bid specifications. - **Retention: 6 years + current**
    f. State bid list - **Retention: Until superseded**
    g. Vendor lists - listings of vendors providing goods and services to TFS, usually including names, addresses, phone numbers, description of goods or services provided**. - Retention: Until superseded or obsolete**

17. FINANCIAL REPORTS: Reports created for internal use to document the status of funds, bank accounts, investments and other accounting of TFS funds, including financial projection reports.
    a. Annual financial reports - statistical reports on the financial affairs of TFS or specific departments, including a statement on the value of all TFS owned property and an accounting of all income and expenditures in relationship to the final budget. - **Retention: Permanent**
    b. County treasurer's reports - periodic reports of the county treasurer regarding the distributions of taxes collected on behalf of TFS, including information regarding taxes collected, interest and fees. - **Retention: 10 years + current**
    c. Revenue and expenditure reports - reports including information regarding cost analysis, itemized expenditures and revenue sharing. - **Retention: 6 years + current**
        i. Departmental expenditure reports - **Retention: 1 year + current**
        ii. Financial reports – monthly - **Retention: 2 years + current**

18. CASH RECEIPT JOURNALS
Retention: 2 years + current

TRANSPORTATION RECORDS

General Description:
Records generally relating to the operation and maintenance of TFS transportation program. The specified retention period applies to the information contained within the record, regardless of the physical format of the record (paper, microfilm, computer disk or tape, optical disk, etc.).

1. DRIVER QUALIFICATION FILE to include but not limited to:
    a. school bus driver annual written test
    b. small vehicle driver annual written test
    c. Driving performance test
    d. DOT medical report
    e. Motor vehicle record check
    f. First aid certificate
    g. Commercial driving license (CDL) copy

    Retention: until the driver resigns, is terminated, or retires

2. NEW HIRE DRIVER QUALIFICATION FILE: In addition to the items listed in above:
    a. Pre-service training record outline
    b. Mountain driving written test
    c. Adverse weather driving written test
    d. CDL skills test

    Retention: Until driver resigns, is terminated or retires

3. VEHICLE MAINTENANCE FILE to include but not limited to:
    a. Annual inspection form
    b. Vehicle repair form
    c. Preventive maintenance inspection form –

    Retention: Life of the vehicle

4. DAILY PRE-TRIP INSPECTION SHEETS that verify the driver has completed the required inspections.
    Retention: 6 months

5. EMERGENCY EVACUATION DRILLS that document the driver's knowledge and application of evacuation procedures.
    Retention: 6 months

6. EMERGENCY EVACUATION TALK CHECKLIST that spell out the correct and proper procedures for students and teachers to follow in the event of an emergency.
    Retention: 6 months

7. DRUG AND ALCOHOL TEST RESULTS that are required of transportation section employees.
   Retention: 2 years

8. INSERVICE TRAINING RECORD that documents the annual training provided to each driver and maintenance person.
   Retention: 2 years

9. FINGERPRINT REPORTS from the Colorado Bureau of Investigation and FBI
   Retention: Until driver resigns, is terminated or retires

INSTRUCTION RECORDS

General Description:
Records generally relating to the teaching instruction efforts that occur within TFS. The specified retention period applies to the information contained within the record, regardless of the physical format of the record (paper, microfilm, computer disk or tape, optical disk, etc.).

1. DISTRICT TEST SCORES (STATE AND FEDERAL MANDATED) that reflect student academic achievement.
   Retention: Permanent

2. TEACHER'S GRADE BOOKS that record the daily and term grades for each student.
   Retention: 1 year + current provided term grades are recorded to the permanent student record

3. COUNSELOR RECORDS that are used to counsel a student on specific and general aptitudes, and areas of student interest.
   Retention: 3 years + current

FOOD SERVICE RECORDS

General Description:
Records generally relating to providing food services within TFS. The specified retention period applies to the information contained within the record, regardless of the physical format of the record (paper, microfilm, computer disk or tape, optical disk, etc.).

1. MEALS SERVED identifies the daily number of meals served in each school.
   Retention: 1 year after the end of the federal fiscal year to which they pertain

2. PREPAID MEAL RECORD that records meal ticket information of payments made in advance.
   Retention: 3 years after the end of the federal fiscal year to which they pertain

3. FREE/REDUCED MEAL ROSTER that lists the names of the participating students.
   Retention: 3 years after the end of the federal fiscal year to which they pertain

4. FREE/REDUCED PRICE MEAL RECORDS which include application for free or reduced prices and compliance and verification records. May include additional criteria that a District uses in making a decision to approve an application.
   Retention: 3 years after the end of the federal fiscal year to which they pertain

5. DAILY RECEIPT REPORTS that document the food/meal sales receipts for each day; may include cash register tape sales, cash sales, and a summary report.
   Retention: Until audited + 1 year

6. FEDERAL CLAIM FOR REIMBURSEMENT that documents the total number of free, reduced, paid breakfasts and lunches served during the month that are being claimed for reimbursement of federal funds.
   Retention: 3 years after the end of the federal fiscal year to which they pertain

7. RECEIPTS/RECEIPT BOOKS that documents monies received by food services for meals and services rendered.
   Retention: 3 years after the end of the federal fiscal year to which they pertain

8. FOOD PURCHASE ORDERS (includes food commodities) that authorize the delivery of a specified food product, merchandise showing the amount of funds authorized for the same. **Retention: 3 years after the end of the federal fiscal year to which they pertain**

9. PAYMENT VOUCHERS FOR FOOD SERVICE CLAIMS that identify a request for payment to a vendor for food goods or services in accordance with approved purchase orders.
   Retention: 3 years after the end of the federal fiscal year to which they pertain

EHC – Technology Resources and Internet Safety

Technology resources provide access to a wealth of information and services to students and staff. The Third Future Schools Network recognizes the tremendous importance of preparing our students for the Year 2030, and the integral role that the Internet, computers, and mobile devices play in such preparation. One of the most important 21st century skills involves the ability to navigate safely and responsibly through the vast Internet landscape.

Still, as students are still learning appropriate use of technology and need to focus on the learning objectives presented by teachers daily, automatic access to the Internet will not be granted and students will gain such access under the supervision of a teacher or learning coach.

Staff members may use personal computers and handheld electronic devices for appropriate reasons at appropriate times. For students: electronic personal computers and handheld electronic devices are not allowed at school unless specifically authorized by a student's teacher for a specific education purpose and for a specific and limited amount of time. Users who demonstrate inappropriate uses of electronic devices are subject to disciplinary action

VIRUS PROTECTION SOFTWARE: Antivirus software must be installed and up-to-date on personally owned electronic devices. When logging into the network, wired and wireless, the personally owned electronic device will be scanned for virus protection software. If this software is not apparent, the device will not be allowed to connect. User will be prompted to purchase virus protection before logging into the Network system.

PROHIBITS INAPPROPRIATE USE: Use of Network educational technology resources for any inappropriate purpose is prohibited. Network policies apply to use of the Network's educational technology resources.) Users may not use Network resources for personal for profit business.

RESPONSIBLE USERS: The Network seeks to provide both a safe, secure learning environment and the opportunity for students to learn. The Network adopts the approach of helping students become responsible users of digital media and provides specific learning experiences in appropriate online behavior, safety and privacy, and cyberbullying to address Children's Internet Protection Act (CIPA). With this educational opportunity comes personal responsibility. To ensure that users are acting responsibly, all users must realize that any user's files and messages may be reviewed by authorized personnel.

RESTRICT ACCESS: It is possible to access material that students (or parents/guardians of students) might find inappropriate. While the Network will take reasonable steps to restrict access by minors to harmful material including the use of an Internet content filter, it is

impossible to guarantee that such access cannot or will not be gained. The Network makes no warranties for the access it is providing. The Network shall not be liable for users' inappropriate use of the Network's technology resources, violations of copyright restrictions or other laws, users' mistakes or negligence, and costs incurred by users. The Network shall not be responsible for ensuring the availability of the Network's technology resources or the accuracy, age appropriateness, or usability of any information found on the Internet.

NETIQUETTE AND PROVISIONS: All users of Network computers and networks are expected to abide by the rules of network etiquette (netiquette) and adhere to this policy's exhibits. Failure to comply with this policy and the defined rules of network etiquette may result in disciplinary action.

EMAIL: Filtered email service is provided to all staff. Be mindful of using Network email for personal purposes. Practice netiquette and take security precautions. Open attachments only from trustworthy sources, and be mindful of spams or scams. Chain emails shall not be forwarded to Network users. Disciplinary action may be taken for student and staff misuse of technology resources.

SOCIAL NETWORKING SITES: The Network realizes that part of Next Generation Learning is adapting to the changing methods of communication including social networking sites. Under the supervision of a teacher or learning coach, social networking websites have the potential to support student learning, and students can participate in online social networks where people all over the world share ideas, collaborate, and learn new things. In online social environments that are connected to Network information, ensure personal profiles and related content are consistent with work and study at the Network. Do not post confidential student information in any venue.

LEGAL REFS.: C.R.S. § 22-87-101, et seq. (Children's Internet Protection Act)
C.R.S. § 24-72-204.5 (monitoring electronic communications) 47 U.S.C. § 254(H) (Children's Internet Protection Act)
47 U.S.C. § 231, et seq. (Child Online Protection Act)
20 U.S.C §1232g (Family Educational Rights and Privacy Act

EHC-R – Use of Social Media

Students may use social media and social networking sites under the supervision of a teacher for a specific educational purpose while at school. Student use of social networking while at school for personal reasons or non-educational purposes is not allowed.

Teachers will abide by the following guidelines:

- Be cautious of identity theft issues using social networking sites. Be careful not to display personal information for yourself or students when setting up a profile or bio.
- Use discretion when uploading digital pictures and selecting avatars to assure that they convey the appearance your boss, students and their families would interpret as appropriate. All Images should be free of any copyright restrictions.
- Be aware of what you post online. Social media venues are very public. What you contribute leaves a digital footprint for all to see. Do not post anything you wouldn't want parents, colleagues, students, a future employer or others to see.
- Follow the school's code of conduct when writing online. It is acceptable to disagree with someone else's opinions; however, do it in a respectful manner. Make sure that criticism is constructive and not hurtful. What is inappropriate in the classroom is inappropriate online.
- Be safe online. Never give out personal information, including, but not limited to, last names, phone numbers, addresses, exact birthdates, and pictures. Do not share your passwords.
- Linking to other websites to support your thoughts and ideas is recommended. However, be sure to read the entire article prior to linking to ensure that all information is appropriate for a school setting.
- Staff and students are encouraged to use interactive websites and tools; however, all must be utilized within the context of educational usage. Staff-created blogs or other online content such as micro blog feeds must also only occur within the context of educational usage. Users must follow proper etiquette, including but not limited to, using proper language with no vulgarity and no cyber-bullying or spreading falsehoods about another that lowers the affected individual in the eyes of the community.
- Teacher/student interactions online must only occur within the context of educational usage. For the protection of both students and staff, the Network strongly advises that staff do not “friend” students on public networks, since lines of personal and professional boundaries are not as clear in social networking sites. Friending students on private or school-based networks for educational purposes is acceptable within the context of educational usage (i.e. Destiny or Sharepoint).

- Do not use other people's intellectual property without their permission. **It is a violation of copyright law to copy and paste other's thoughts.** When paraphrasing another's idea(s) be sure to cite your source with the URL. It is good practice to hyperlink to your sources.
- Be aware that pictures may also be protected under copyright laws. Verify you have permission to use the image or it is under Creative Commons attribution.
- How you represent yourself online is an extension of yourself. Do not misrepresent yourself by using someone else's identity.
- Blog and wiki posts should be well written. Follow writing conventions including proper grammar, capitalization, and punctuation. If you edit someone else's work be sure it is in the spirit of improving the writing.
- If you run across inappropriate material that makes you feel uncomfortable, or is not respectful, tell your administrator right away.

F. Facilities Planning and Development

FEH – Supervision of Construction

The Superintendent or designee shall plan for, supervise, and be responsible for all construction projects. The Superintendent or designee will hire an owner's representative four technical assistance and construction oversight if he deems necessary. The Superintendent or designee and owner's representative will serve as the Network's primary representative to ensure the success of the project.

Contractual authority is given only to the Superintendent. No one other than the Superintendent shall provide direction to the construction contractor in a manner that binds the Network. All construction contract administration will be conducted according to the limits spelled out in contract.

The Superintendent or designee will enforce construction contracts in a firm and fair manner.

GBEA – Employment of Relatives

1. Purpose

Third Future Schools expects its employees to make personnel decisions and other educational and business decisions objectively based on the Network's needs, resources and priorities.

While the Network does not restrict the employment of relatives in most circumstances, it recognizes that, when an employee has supervisory or fiscal authority over, or access to confidential information concerning, another employee who is a relative, or participates in Network decisions directly affecting a relative, a conflict of interest exists and there is a substantial risk of favoritism and negative effects on the integrity of Network decision- making.

Accordingly, this policy is intended to establish standards and procedures for employment of relatives in Network positions and for decision-making affecting relatives.

This policy may be modified by the TFS Board of Education (the Board) at any time and does not create any express or implied contract, including a contract of employment, property rights, privacy rights, due process rights or any other contractual or constitutional rights.

2. Definitions

For purposes of this policy and unless otherwise specified herein, "relative" means the spouse (including common law spouse), child, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin, corresponding in-law or "step" relation, fiancé, domestic partner, any member of the employee's household.

3. Applicant Disclosure

An applicant applying to or within the Network is expected and required to accurately and honestly disclose any relatives' names who also work for the Network when asked during the interview process or before signing a contract with the Network.

4. Decisions Affecting Relatives

No Network employee shall participate in a Network decision, or seek to influence or advocate for a decision, that causes a direct benefit or penalty to a relative of the employee, whether or not such relative is an employee. Such decisions may include, but not be limited to, decisions concerning hiring, discharge, performance evaluations, grievances, transfers, vendor contracts, purchases, and investigations.

5. Hiring or Assignment of Relatives

The Network generally permits the hiring and assignment of relatives of current Network employees to positions within the Network, except in circumstances where:

a. One relative would directly exercise supervisory, appointment, or dismissal authority or disciplinary action over the other relative;
b. One relative would audit, verify, or receive, or is or would be entrusted with moneys received or handled by his or her relative; or

The Network may make exceptions to this standard on a temporary basis (for periods generally not exceeding three months) or in the event of a Network emergency.

In the event two members of a school or building staff attain a relative status or occupy the same household during a school year and one employee supervises the other, they shall report this information to their immediate supervisor and notice shall be given them that they come under the requirements of this policy and that the necessary reassignment involved shall be effected no later than the following school year.

6. Other Conflict of Interest Concern

If any two employees of the Network who are in a superior/subordinate status and have a known romantic relationship, or there is a logical conflict of interest as set forth in paragraph 5 above, they shall report this information to their immediate supervisor and will be advised of the requirements of this policy by their immediate supervisor(s).

7. Disclosure and Evaluation Procedure

If a Network employee experiences a change in personal status (such as through marriage or engagement), or becomes aware of an actual or expected Network decision affecting a relative of the employee, that is subject to the restrictions of section 2 or 4 above, the employee shall self- report and disclose all facts concerning the matter immediately to one of the following persons:

a. Immediate supervisor
b. Principal
c. Superintendent

When a report is received, the individual receiving the report shall coordinate an evaluation of the circumstances and determine whether action should be taken.

8. Professional Working Behavior

The Network expects its employees to exhibit professional behavior in their interactions with employed relatives while at work and on Network property.

9. Reporting and Retaliation

Any employee may report a violation of this policy to any of the individuals identified in 7.a.-c. above. If an employee experiences retaliation for reporting a violation of this policy, the employee should report the matter directly to the Superintendent or principal.

10. Consequences

The Network reserves the right in any situation involving the application of this policy to decide, in its discretion, whether an investigation should be conducted and whether corrective action should be taken, including, but not limited to, reassignment, disciplinary action or termination of employment.

LEGAL REF.: Constitution of Colorado, Article X, Section 13
C.R.S. § 14-15-101, et seq.
C.R.S. § 18-8-308
C.R.S. § 24-34-402 (1)(h)

GCE/GCF – Employee Background Checks

Prior to employing any applicant for a position in the TFS Network, the Network, in accordance with state law, shall conduct a background check concerning such applicant with the Colorado Department of Education (CDE) and previous employers regarding the applicant's fitness for employment. In addition, during the employment of any person in the Network, the Network may, in accordance with state law, conduct a background check concerning that employee.

Any applicant recommended for employment in the Network, for which a Colorado educator's license is not required, shall submit to the Network a complete set of fingerprints and a notarized form regarding felony and misdemeanor convictions. The Network shall forward the fingerprints to the Colorado Bureau of Investigation (the CBI) for the purpose of conducting a state and national fingerprint-based criminal history record check. Applicants may be conditionally employed prior to the Network receiving the fingerprint results.

LEGAL REFS: C.R.S. 22-32-109 (1)(f)
C.R.S. 22-32-109.7
C.R.S. 22-32-109.8
C.R.S. 22-32-109.9

GCOA -- Evaluation of School Professionals

Evaluation of School Professionals

The Network schools recognize that the sound appraisal of the performance of school professionals is critical in achieving the educational objectives of the school.

The Board of Education expects its administrative and supervisory staffs to exert reasonable efforts to encourage and help school professional personnel to develop their leadership, professionalism and instructional abilities to an optimum degree.

Evaluations shall be conducted in accordance with state law, Board of Education Governing Policies and School Policy to improve instruction, enhance the implementation of programs in the curriculum, and measure the professional growth and development of personnel and level of performance of each school professional employee. Evaluations will also serve as the measurement of satisfactory performance for school professionals and documentation for non-renewal of employment contract or dismissal for unsatisfactory performance. All school professionals must receive a summative evaluation annually two weeks before the last day of classes.

The Board shall periodically consult with school administrators, professional educators, parents in reviewing the effectiveness of the evaluation system.

The basic requirements of the evaluation system shall be:

1. All full-time and part-time school professionals shall be regularly evaluated by a licensed administrator/supervisor.

2. Evaluations shall be conducted in a fair, professional and credible manner and shall be based on written criteria which pertain to good teaching practices and the school professional's particular position.

3. Standards for satisfactory performance and criteria which can be used to determine whether performance meets such standards shall be developed. One of the standards for measuring the school professional's performance shall be directly related to classroom instruction and shall include multiple measures of student performance.

4. All evaluation standards and criteria shall be provided in writing and shall be discussed by the evaluator prior to and during the course of the evaluation process.

5. The system shall identify the various methods which will be used for information collection during the evaluation process, such as direct and informal observation and may include any peer, parent, or student input. All data on which an evaluation is based will be documented to the extent possible and available for the school professional's review.

6. The evaluation system shall specify the frequency and duration of the evaluation process, with school professionals receiving at least one summative evaluation annually.

7. All written evaluation reports shall be specific as to performance strengths and weaknesses, dates of documented observations, data sources, and professional growth plans. The professional growth plan with goal setting shall be specific as to ways to improve student achievement and to the identification of areas of deficiency in meeting professional standards and ways to improve upon performance in those areas. The school professional shall have an opportunity to review the evaluation with the Supervising Administrator, and both shall sign it. If the school professional disagrees with any of the conclusions or recommendations in the evaluation, he or she may attach a written explanation or other relevant documentation within five (5) working days, but any such disagreement shall not relieve their obligation to sign the evaluation as required by Colorado law.

8. The system shall contain a process to be followed when a school professional's performance is deemed unsatisfactory. In accordance with state law, this process shall provide for a notice of deficiencies, a remediation plan, a statement of the resources and assistance available, and a reasonable period of time to correct the deficiencies.

No informality in any evaluation or in the manner of making or recording any evaluation shall invalidate the evaluation. No minor deviation in the evaluation procedures shall invalidate the process or the evaluation report.

Nothing in this policy shall be construed to imply in any manner the establishment of any property rights or expectancy or entitlement to continued employment not explicitly established by statute, Board of Education Governing Policies, School Policy or contract. Neither shall this policy and/or the evaluation system be deemed or construed to establish any conditions prerequisite relative to renewal or non-renewal of contracts, transfer, assignment, dismissal or other employment decisions relating to school personnel.

Unless an evaluator acts in bad faith or maliciously with respect to the application of a procedure associated with the evaluation process, any misapplication of a procedure, failure to apply a procedure or adhere to a prescribed timeline shall not be an impediment to or prevent the school from changing an employee's contract status or assignment under the terms of the employment contract and state law. The content of the evaluation, the ratings given and any remediation plan shall not be grievable under the school’s formal grievance process.

All employment decisions remain within the sole and continuing discretion of the Board of Education, subject only to the conditions and limitations prescribed by Colorado law.

Legal
C.R.S. 22-9-101 et seq. (Personnel Performance Evaluation Act)
C.R.S. 22-63-301 (grounds for dismissal)
C.R.S. 22-63-392 (8) (burden of proof)

GBC-R FMLA Eligible Staff Leaves and Absences

Title	FMLA Eligible Staff Leaves and Absences
Designation	GBC-R
Office/Custodian	Business Director

Basic conditions

To initiate a leave request under federal Family and Medical Leave Act (FMLA), the employee must complete a leave of absence application with the network's Director of Human Resources. The employee must complete this form in detail, sign the form and secure their immediate supervisor's signature. The employee or supervisor then must submit the form to the Director of Finance. When possible, the form should be submitted 30 days in advance of the effective date of leave. The Finance Director will review the leave of absence application and send out the required medical certification documentation to the employee.

Medical Certification

Third Future Schools will require medical certification to support a claim for leave for an employee's own serious health condition or to care for a seriously ill child, spouse, or parent. The basic certification form will be sufficient if it contains the date on which the condition commenced, the duration of the condition and any appropriate medical information. The employee will be given a Family and Medical Leave Act (FMLA) medical certification form to be filled out by the attending physician.

The employee is responsible for getting the certification to the attending physician. The completed certification must be returned to the Director of Finance within fifteen (15) calendar days per FMLA guidelines. All medical information provided to the District through this process shall be treated as confidential.

For an employee's own medical leave, the certification also must include a statement that the employee is unable to perform the functions of his/her position. If the requested leave is to care for a seriously ill child, spouse, or parent, the certification must include an estimate of the amount of time the employee is needed to provide care

Certification for intermittent leave must indicate the dates on which treatment is expected to be given and the duration of the treatment. If the requested leave is to care for a seriously ill child, spouse, or parent, the certification must include an estimate of the amount of time the employee is needed to provide care.

For the employee's own intermittent leave, the certification must contain a statement indicating the medical necessity of the intermittent treatment and its expected duration.

In the instance of a child placed with an eligible employee for adoptive or foster care, Third Future Schools will require official court or Department of Human Services (DHS) documentation clearly stating that the child has been placed with the eligible employee and whether the child has been placed for adoptive or foster care.

In the instance of qualifying exigency due to the eligible employee's spouse, son, daughter or parent being on "covered active duty", a copy of the military orders will be required. For military caregiver leave, a medical certification form will be required to be filled out by the service member's attending physician which must include an estimate of the amount of time the employee is needed to provide care as well as military documentation showing that the qualifying service member was on active duty and during that leave incurred or aggravated a serious illness or injury requiring care.

At its discretion, Third Future Schools may require a second medical opinion at Third Future Schools' own expense or periodic medical recertification.. If the first and second opinions differ, Third Future Schools at its own expense may require the binding opinion of a third health care provider approved jointly by Third Future Schools and the employee.

Notification and reporting

When the need for leave for the birth or adoption of a child or for planned medical treatment is foreseeable, the employee must provide at least 30 days prior notice unless circumstances dictate otherwise. With respect to foreseeable treatments of an employee's family members, the employee must make a reasonable effort to schedule treatment so as not to disrupt Third Future Schools' operations.

In case of illness, the employee is required to report periodically on his/her leave status and intention to return to work.

Intermittent or reduced leave

When instructional employees seek intermittent leave in connection with a family or personal illness and when such leave would constitute at least 20 percent of the total number of working days in the period during which the leave would extend, Third Future Schools may require the employee to take leave in a block (not intermittently) for the entire period or to transfer to an available alternative position with the school system, that is equivalent in pay, for which the employee is qualified and which better accommodates the intermittent situation.

Reinstatement

Because the end of the semester is a critical time for both staff and students, the following conditions will apply to requests from staff seeking to return from leave within the last three weeks of the semester:

1. If the employee begins any category of family and medical leave five or more weeks prior to the end of the semester and the leave is for more than three weeks, Third Future Schools may require the employee seeking to return within the last three weeks to wait until the next semester to return.

2. If the employee begins any category of family and medical leave except personal sick leave less than five weeks before the end of the semester and the period of leave is greater than two weeks, Third Future Schools may require the employee to wait until the next semester to return.

3. If the employee begins any category of family and medical leave except personal sick leave three or fewer weeks before the end of the semester and the period of leave is greater than five working days, Third Future Schools may require the employee to wait until the next semester to return.

Employees who have taken leave due to a personal health condition will be required to provide certification by their physician that the employee is able to resume work. This certification must be presented to Third Future Schools at least two (2) working days prior to the anticipated return to work date. In addition, Third Future Schools reserves the right to consult with a public health official if there is any question about possible transmission of a disease in the school setting.

Repayment of benefits

In event that an employee elects not to return to work upon completion of an approved unpaid leave of absence, Third Future Schools may recover from the employee the cost of any payments made to maintain the employee's group health insurance coverage unless the failure to return to work was due to a continuation, recurrence, or onset of a serious health condition as certified by a physician that entitles the employee to leave or for other reasons beyond the employee's control so long as in doing so, no federal or state laws governing benefits will be violated.

Benefit entitlements based upon length of service will be calculated as of the last paid work day prior to the start of the unpaid leave of absence.

Posting/notice to employees

Building principals/administrators will post notices explaining the Family and Medical Leave Act's provision in locations where they can be readily seen by employees and applicants for employment.

Any employee questions regarding leaves of absence should be directed to the Finance Director.

GBEE -- Staff Use of the Internet, Electronic Communication and Technology

Staff Use of the Internet, Electronic Communication and Technology

The Internet and electronic communications (e-mail, chat rooms, and other forms of electronic communication) have vast potential to support curriculum and learning. The Network schools believe they should be used in the school as a learning resource to educate and to inform. They should also be used to help the organization run more efficiently to meet school's goals.

The Network schools support the use of the Internet and electronic communications by staff to improve teaching and learning through interpersonal communication, access to information, research, training, and collaboration and dissemination of successful educational practices, methods, and materials.

The Internet and electronic communications are fluid environments in which users may access materials and information from many sources. Staff members shall take responsibility for their own use of school computers and computer systems to avoid contact with material or information that violates this policy.

INTERNET FILTERING

To protect students from child pornography or material and information that are obscene or harmful to minors, Internet filtering appliances that block or filter such material and information have been installed on the school network. All Internet usage is forced through these filters. Blocking or filtering is generally waived for a supervising teacher or school administrator, as necessary, and only after the teacher or administrator acknowledges a warning from the system for purposes of bona fide research or other educational projects being conducted by staff members over the age of 18. Such filtering is required by law under the Children's Internet Protection Act (CIPA, 2000).

UNAUTHORIZED AND UNACCEPTABLE USES

Staff members shall use school technology equipment and technology systems in a responsible, efficient, ethical, and legal manner. Staff use of the network is a privilege, not a right.

Because technology and ways of using technology are constantly evolving, every unacceptable use of school computers and computer systems cannot be specifically described in policy. Therefore, examples of unacceptable uses include, but are not limited to, the following:

- Violation of respectful workplace standards
- Engagement in illegal behaviors
- Conducting personal commercial business
- Using school email addresses for personal profit or business
- Disrespect of a class or classes of individuals
- Excessive engagement in leisure activities during work hours
- Demeaning of the school, school personnel or students
- Purposefully accessing, creating, transmitting, retransmitting or forwarding of material or information:
    - that promotes violence or advocates destruction of property including, but not limited to, access to information concerning the manufacturing or purchasing of destructive devices or weapons
    - that contains pornographic, obscene, or other sexually oriented materials through either pictures or writings, that are intended to stimulate erotic feelings or appeal to prurient interests in nudity, sex, or excretion
    - that plagiarizes the work of another without express consent
    - that uses inappropriate or profane language likely to be offensive to others in the school community
    - that is knowingly false or could be construed as intending to purposely damage another person's reputation in violation of any federal or state law including but not limited to copyrighted material and material protected by trade secret
    - that contains personal information about themselves or others, including information protected by confidentiality laws using another individual's Internet or electronic communications account without written permission from that individual
    - that impersonates another or transmits through an anonymous remailer
    - that accesses fee services without specific permission from the system administrator
    - The Administration and Board of Education reserves the right, at its sole discretion, to determine the appropriateness of all information accessed through its technology.

SECURITY

Security on school computer systems is a high priority. Staff members who identify a security problem while using the Internet or electronic communications must immediately notify a system administrator. Staff members should not demonstrate the problem to other users. Logging on to the Internet or electronic communications as a system administrator is prohibited except by Administration whose job require such logging on.

Staff member must:

- Lock their machine any time they walk away, no matter how long it will be.

Staff members shall not:

- Use another employees' password or any other identifier.
- Write down any passwords or post passwords, including sticky notes on monitors, desks, or any unsecure area.
- Log into any system not assigned to them, unless the system is designated as a public or multi-user machine.
- Gain or attempt to gain unauthorized access to school computers or computers systems.
- Read, alter, delete or copy electronic communications of other staff members.
- Place electronic devices of any kind on the school network that are not authorized by the Administration. Generally, this means that only school configured PCs, laptops and other personal network devices can be attached with a hardwire to the school network without prior permission from the Administration Team.

Any staff member identified as a security risk, or as having a history of problems with other computer systems, may be denied access to the Internet and electronic communications.

USE OF SOCIAL MEDIA

Staff members are expected to serve as positive role models at all times and must represent the school professionally at all times. All off-campus expression on social media that is made pursuant to a staff member's official job duties is subject to this policy.

Staff may not use a personal social media account to interact with students. If staff chooses to use social media to communicate with students, they should establish a separate public professional social media account. Staff members shall not use email, text messaging, instant messaging, or social networking sites to discuss non-school related issues with students. Staff members are expected to protect the health, safety, and emotional well-being of students and to preserve the integrity of the learning environment. Online or electronic conduct that distracts or disrupts the learning environment or other conduct in violation of this or related school policies may form the basis for disciplinary action up to and including dismissal from employment.

VANDALISM

Vandalism will result in cancellation of privileges and may result in disciplinary action and/or legal action. Vandalism is defined as any malicious or intentional attempt to harm, destroy, modify, abuse, or disrupt:

- Operation of any network within the school or any network connected to the Internet
- Operation of any form of electronic communications
- Data contained on any network or electronic communications
- Data of another user

- Usage by another user
- School-owned software or hardware

This includes, but is not limited to, the uploading or creation of computer viruses.

UNAUTHORIZED SOFTWARE

Staff members are prohibited from using or possessing any software that has been downloaded or is otherwise in the user's possession without appropriate registration and payment of any fees owed to the software owner. Licenses must be purchased for each device or each site per the requirements set forth by the software owner. All software must be used in accordance with the End-User License Agreement that accompanies any piece of software.

Unauthorized software shall include "free" software that is meant for individual, private use.

INSTRUCTIONAL USE OF AUDIO-VISUAL RESOURCES

All instructional resources, including audiovisual materials, must:

- Be consistent with the Network schools school policies, educational goals, and the objectives of specific courses and/or activities
- Adhere to federal and state copyright laws
- Reflect the best teaching practices based on age appropriateness and instructional relevance

Movies and Movie Clips

Showing movies in class, as opposed to movie clips, should be a rare event in at the Network schools. A teacher must obtain the permission of the Principal before showing a film in class that runs beyond twenty (20) minutes. Teachers may show YouTube and other streaming video clips in class as long as they reflect the best teaching practices as described above.

STAFF MEMBER USE IS A PRIVILEGE

Use of the Internet and electronic communications requires personal responsibility and an understanding of the acceptable and unacceptable uses of such tools. Staff member use of the Internet and electronic communications is a privilege, not a right. Failure to follow the use procedures contained in this policy may result in the loss of the privilege to use these tools, restitution for costs associated with damages, and may result in school disciplinary action and/or legal action. The school may deny, revoke, or suspend access to school technology or close accounts at any time.

Each new employee will be required to sign the school's Acceptable Use Agreement upon confirmation of employment. Once that form has been signed, network accounts will be issued. Additionally, staff members will be required to re-sign this agreement **annually.**

EMPLOYEE DATA

Archiving of Electronic Email
The school will daily backup the School Email System and retain daily backups for two weeks. District staff will be responsible to retain email related to the business of the school for a minimum of thirty (30) days on the School Email System (Colorado State Archive, Colorado School District Records Management, Schedule 2, item 9). Individual email which contains information that needs to be archived beyond thirty (30) days will be archived on school servers by the individual who sends or receives such email in the "home directory" of the individual. The Administration will diligently attempt to provide two (2) weeks of backups for the home directories of users for at least 1GB of files and folders. Special permission must be obtained from the Administration for users requiring more than 1GB of backed up space in a user's home directory. Users will only archive on school servers such email as specifically and purposefully needs to be archived consistently with the archive of "General Administrative Records" as described in Colorado State Archive, Colorado School District Records Management, Schedule 2.

Confidentiality

Staff members shall not access, receive, transmit, or retransmit material regarding students, parents/guardians, or school employees that is protected by confidentiality laws unless such access, receipt or transmittal is in accordance with their assigned job responsibilities, applicable law, and school policy. If material is not legally protected, but is of a confidential or sensitive nature, great care shall be taken to ensure that only those with a "need to know" are allowed access to the material

Disclosure of confidential student records, including disclosure via electronic mail or other telecommunication systems, is governed by state and federal law, including the Family Educational Rights and Privacy Act (FERPA).
It is imperative that staff members who share confidential student information via electronic communications understand the correct use of technology, so that confidential records are not inadvertently sent or forwarded to the wrong party. Staff members who use e-mail to disclose student records or other confidential student information in a manner inconsistent with applicable law and school policy may be subject to disciplinary action.

Privacy Expectations

School computers and computer systems are owned by the school and are intended for educational purposes and school business at all times. Staff members shall have no expectation of privacy when using the Internet or electronic communications. The school reserves the right to monitor, inspect, copy, review, and store (at any time and without prior notice) all usage of school computers and computer systems, including all Internet and electronic communications

access and transmission/receipt of materials and information. All material and information accessed/received through school computers and computer systems shall remain the property of the school.

Public Records

Electronic communications sent and received by school employees may be considered a public record subject to public disclosure or inspection under the state's Open Records Act. All employee electronic communications shall be monitored to ensure that all public electronic communication records are retained, archived, and destroyed in accordance with applicable law or policy.

EQUIPMENT

Computers and Tablets

School computers and tablets are intended for school business only including internet use, software, apps, and any other data. Employees will not attempt to physically alter or attempt to repair computers or tablets. Any accessories not included with the computer or tablet when the device is turned in will need to be replaced at the employee's expense.

Other Equipment

All other technology equipment needs to be approved by Administration before it can be used in the school.

SCHOOL MAKES NO WARRANTIES

The school makes no warranties of any kind, whether expressed or implied, related to the use of school computers and computer systems, including access to the Internet and electronic communications services. Providing access to these services does not imply endorsement by the school of the content, nor does the school make any guarantee as to the accuracy or quality of information received. The school is not responsible for any damages, losses, or costs a staff member encounters in using the Internet and electronic communications. This includes loss of data and service interruptions. Use of any information obtained via the Internet and electronic communications is at the staff member's own risk.

Legal
47 U.S.C. 201 et seq. (Communications Decency Act of 1995)

I. Instructional Program

TFS Board Policy
IKE – Promotion, Retention and Acceleration of Students
Revised 2 March 2017

IKA – Assessment and Parent Refusal

Third Future Schools believes in the rights of parents and their ability to opt-out of specific assessments as required by law. The procedures below specify the regulations of this policy and provide parents needed information on how to opt-out of state assessments.

1. State assessments will be given in online format.
2. This policy, as all policies, is included in your Policy Book and is available on all school websites.
3. Currently, parents at TFS schools may choose to opt out of the state assessment. TFS schools do not administer the PSAT or SAT, therefore opting-out is not required. In Colorado, parents may not opt out of the required ACCESS and READ Act assessments.
4. Students that choose the opt-out choice will not be subjected to any negative consequences.
5. Parents/guardians opting out of any state-required assessments must notify the principal in writing/email of this decision no later than February 1 of that school year.
6. Opt-out submissions will be monitored by the school principal.
7. School administration and staff will not encourage any student to opt-out of required-state assessments. This decision is a family decision and staff will provide any input on this personal choice.

IKE -- Promotion, Retention and Acceleration of Students

The Board of Education recognizes that high expectations and standards for student achievement are necessary to ensure that students are well prepared for the next level of their education. The Board believes that early identification of students who are not making adequate progress toward achieving standards or who are making progress faster than their peers and effective intervention are crucial.

Definitions

1. “Promotion” means the process of advancing a student to the next grade at the end of the current school year.
2. “Retention” means the process of having a student repeat a grade.
3. “Acceleration” means the process of moving a student ahead one or more grades.

Determining Whether to Retain or Accelerate a student

A student shall be promoted each year unless a decision to retain or accelerate the student was made in accordance with the regulation accompanying this policy. Retention and acceleration shall be used sparingly when special circumstances warrant, and retention due to social, emotional or physical immaturity shall be used on a very limited basis.

Adoption of Regulations
The Superintendent or a designee shall develop such regulations as may be needed for the implementation of this policy so long as such regulations are consistent with Board policies.

LEGAL REFS.:
C.R.S. 22-7-1013 (2.5) (recommended considerations for academic acceleration procedure)
C.R.S. 22-32-109 (1)(hh) (board duty to provide opportunity for an academic remediation plan upon request by student's parent/guardian)

IKE-R -- Promotion, Retention and Acceleration of Students Regulations

Step 1 – Create Student Learning Plan (SLP)
At Network schools we begin to assess student needs and interests at the time of enrollment. If a student's past record indicate that the student is more than two years behind in proficiency, we will consult with the parents or guardian and consider placing the student in a lower grade.

In this step, we assess a student's beginning proficiency using DIBELS in grades K-6 as well as NWEA MAP assessments in reading and math for grades K-6. Every student then receives a Student Learning Plan (SLP) that outlines how the school will support the individual and unique needs of each student.

Step 2 – Identify retention candidates
For the Network schools, retention is considered mainly based on a student's academic proficiency level. If a student is demonstrably behind his or her peers and way below the proficiency level for their grade (more than one standard deviation from the mean on the low end), they will be identified as possible retention candidates. We will also observe a retention candidate in the classroom and assess his Habits of Success in order to help the student and provide appropriate interventions.

Step 3 – Apply exclusion criteria
Some students will not be good candidates for retention. On a case-by-case basis, our school will consider excluding students who meet the following criteria:

- Student has a significant cognitive disability
- Student has a severe learning disability in reading
- Student is in the first two years of receiving ELD services
- Student has been retained previously
- Student has demonstrated grade-level proficiency in reading and math

Step 4 – Monitor progress
Because of Third Future Schools' unique "LSAE" personalized learning model and our daily demonstrations of learning, student progress and proficiency on the lesson objectives is monitored daily. Additionally, our teachers conduct weekly professional learning community (PLC) meetings to assess student academic performance and design interventions. We give special attention to all retention candidates to assess growth and to determine whether interventions are effective.

In May, students will take the NWEA MAP tests in reading and math. Students in grades 3 and 5 who score below one standard deviation of the mean for their grade level on either exam will be considered for retention. Students in the other grades who fall below one standard deviation may be promoted and will receive continued support.

Guiding Questions

What are the criteria for retaining 3rd and 5th graders?

We will use multiple indicators or a *body of evidence*. The body of evidence will consist of state assessment scores, DIBELS reading assessment scores, NWEA MAP scores, teacher observations, parent support, and student attendance. The MTSS committee will review the data and make a recommendation for promotion or retention.

How/when will parents be told that their child is a candidate for retention?

Communicating with parents early and often is crucial. Schools will inform every parent of their child's reading level at the beginning of the school year and no later than 30 September. Specific conferences with parents of all students will be held in October and early February. Additional conferences will be held in April with the parents of any student who is a candidate for possible retention. A final conference will be scheduled in May to inform parents of a decision to retain their student.

If a retained student attends summer school, will he be promoted to the next grade?

An assessment of the student's reading and math ability will be made at the end of summer school. The new information will be included in the body of evidence outlined above. The MTSS Team will review the data and determine whether the student should be promoted to the next grade.

What program of instruction or character development will retained students have in the following year? What will change or be different?

The school will determine the proper intervention strategy. Students will be placed with a teacher who has a "Proficient" or higher evaluation rating. These teachers will provide high quality instruction and targeted literacy and math interventions to ensure the students significantly improve their academic proficiency.

What are the criteria for students with IEPs and ELD students—will it be different from regular education students?

ELD students who have received fewer than two years of ELD services will not be retained. Special education students, who have received fewer than two years of SPED services, qualify for SLD in reading, are in center-based programs, or have a full-scale IQ of less than 85, will not be recommended for retention. Any decision to retain a student on a 504 or in special education will be made through an IEP/ARD team decision.

Who will be assigned to teach the retained students?

Retained students will be taught by an effective teacher – one who has a "Proficient" or higher

evaluation rating.

What percentage of students will be retained?

The body of evidence described above will be used to select the retained students. No more than 10% of students in grades 3 and 5 will be retained.

What if we retain a student and still no growth is shown?

The MTSS process will identify the students who will benefit from retention. The extra time will help the retained students make academic gains. With proficient teachers, quality instruction, and a focused look at the body of evidence, we believe that retained students will show great progress in their literacy and math levels.

What are the criteria for K-2nd grade retention?

It is unlikely that we will retain any K-2 student. However, we will work with parents in those unique instances where it may be beneficial to retain a student in grades K-2.

Will students who are retained be placed with the same teacher again?

A student may be placed with the same teacher if the student made gains under that teacher's care and if the teacher has a Proficient or higher evaluation rating.

What about students who move into our school during 3rd and 5th grade?

Students' reading ability will be assessed during registration or at the beginning of the school year. Students may be placed in a lower grade after the first NWEA MAP assessment in September.

LEGAL REFS.:
C.R.S. 22-32-109 (1)(hh) (board duty to provide opportunity for an academic remediation plan upon request by student's parent/guardian)

TFS Board Policy
JHB – Student Attendance and Truancy
Revised 21 February 2017

JHB -- Student Attendance and Truancy

Daily school attendance is essential to our children and youth acquiring the knowledge, skills, and values to become self-sufficient citizens.

Every child who has attained the age of six years on or before August 1 of each year and is under the age of 17 is required to attend public school with such exceptions as provided by law. It is the parents' responsibility to ensure attendance. The Network schools will develop and implement plans consistent with the CSI procedures to encourage daily student attendance.

Truancy

If a student is absent without an excuse signed by the parent/guardian or if the student leaves school or a class without permission of the teacher or administrator in charge, the student shall be considered truant. A "habitual truant" shall be defined as a student of compulsory attendance age who has four total days of unexcused absences from school in any one month or 10 total days of unexcused absences during any school year. Absences due to suspension or expulsion shall not be counted in the total of unexcused absences for purposes of defining a student as a "habitual truant."

In accordance with law, the school may impose appropriate penalties that relate directly to classes missed while truant.

Adoption of Regulations

The Superintendent or a designee shall develop such regulations as may be needed for the implementation of this policy so long as such regulations are consistent with Board policies.

LEGAL REFS.:

C.R.S. 22-14-101 *et seq. (dropout prevention and student re-engagement)*
C.R.S. 22-33-104 *(compulsory school attendance)*

C.R.S. 22-33-105 *(suspension/expulsion)*
C.R.S. 22-33-107 *(enforcement of compulsory school attendance)*
C.R.S. 22-33-108 *(judicial proceedings to enforce school attendance laws)*
1 CCR 301-78 Rules 1.00 *et seq. (standardized calculation for counting student attendance and truancy)*

CROSS REFS.:

JHB-R Regulation for Student Attendance and Truancy

JHB-R -- Student Attendance and Truancy Regulation

The following regulation is developed for the implementation of School Board Policy JHB – Student Attendance.

I. DEFINITIONS

A. An excused absence will be an absence with permission of the parent/guardian and school principal. Such absences include those that are the result of the following:

1. temporary illness or injury
2. physical, mental, or emotional disability or condition
3. religious observances
4. death in the immediate family
5. school service absences (absences that occur as a result of participation in school activities that are authorized and pre-approved by the school leader).

B. A truancy or unexcused absence is any absence without the permission of the parent/guardian and the school principal.

C. A habitually truant student is defined as a student who has four unexcused absences or truancies in any month or ten unexcused absences or truancies during any school year and is between the ages of six and seventeen years of age. For the purpose of defining a habitually truant student, absences due to suspension or expulsion will be considered excused.

II. PROCEDURES TO ENCOURAGE DAILY SCHOOL ATTENDANCE

A. Each school and teacher is responsible for keeping accurate records of student absences, tardies, and truancies.

B. School procedures and rules will include, but need not be limited to, the following:

1. Notification to the parents/guardians of each enrolled child, annually at the beginning of each school year or upon enrollment, of the following:

   a. That it is the obligation of the parent/guardian and child to ensure that the child attends school daily and complies with school attendance rules in order to receive an appropriate education; and
   b. School rules and procedures regarding attendance.

2. A method for notifying the parent/guardian of the child's absence from school if the school has received no indication that the child's parent is aware of such absence; notification will be by telephone on the day of absence, if possible, and will be noted in the school's official records as a parent contact;

3. Consequences for truancy and unexcused tardies, which may include lower grades or loss of academic credit;

4. Providing for the development of a plan, which may be in writing, to assist the habitually truant student in remaining in school. School procedures must provide opportunities for the full participation of the parent/guardian in the plan's development. A plan, at a minimum, must identify the reasons for the absences and measures to overcome them;

5. Initiation of judicial proceedings will be according to the professional judgment of the school principal and staff (except that such proceedings must be initiated if the student has more than thirty (30) days (or equivalent number of class periods) truant or unexcused absences during a school year);

6. Provision of make-up work for suspended students upon the request of the parent/guardian or student, which may include the granting of full credit for such work to the extent possible as determined by the building administrator;

7. A means to ensure that rules are consistently applied to all students.

C. Disenrollment

No student shall be disenrolled after twenty (20) consecutive school days until the school has made a substantial effort to contact the student and/or parent by telephone or home visit for the purpose of identifying the reasons for truancy and developing strategies to address
them. Appropriate school personnel, including the social worker/school psychologist and/or counselor, should be involved in this effort.

The above requirements do not prevent disenrollment of a student who has been truant for less than twenty (20) consecutive school days if there is proof of enrollment or educational placement elsewhere.

III. STUDENT AND SCHOOL ATTENDANCE PLANS

A. The school will develop a model plan to improve the attendance of students who are identified as habitually truant;

B. The school will develop a model attendance ladder that may be adopted by staff as part of a plan to encourage daily attendance.

JICDE – Bullying Prevention

The Third Future Schools Board of Education (the Board) supports a secure school climate, conducive to teaching and learning that is free from threat, harassment and any type of bullying behavior. The purpose of this policy is to define bullying behavior, encourage students to report bullying behavior, establish programmatic responses to prevent bullying behavior**,** to promote consistency of approach and to help create a climate in which all types of bullying are regarded as unacceptable.

Bullying is any written or verbal expression, or physical or electronic act or gesture, or a pattern thereof, that is intended to coerce, intimidate, or cause any physical, mental, or emotional harm to any student. Bullying is prohibited against any student for any reason, including but not limited to any such behavior that is directed toward a student on the basis of his or her academic performance or against whom federal and state laws prohibit discrimination.

Third Future Schools (the Network) is subject to the following laws: Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act, the Genetic Information Nondiscrimination Act of 2008, and the Colorado Anti-Discrimination Act. Accordingly, the Network is committed to prohibiting discrimination on the basis of disability, need for special education services (whether actual or perceived), race, creed, color, sex, marital status, sexual orientation, transgender status, gender identity, gender expression, national origin, religion, ancestry, age, genetic information, or protected activity, in admissions, access to, treatment, or employment in the educational programs or activities which it operates. In addition, for purposes of this policy, bullying behavior may include but is not limited to threats, intimidation, assault, or harassment of any kind, as delineated in the Student Conduct, Discipline and Attendance Code.

For purposes of this policy, the school environment includes: 1) all Network property, including but not limited to school buses and electronic communication and access resources; 2) any non- Network property on which a Network- or school-sponsored activity or event occurs; and, 3) any other non-Network property or location where the behavior engaged in may have a direct impact on school discipline or be detrimental to the welfare or safety of students or staff.

A student or adult who engages in any act of bullying is subject to appropriate disciplinary action including but not limited to, suspension, expulsion, and/or referral to law enforcement authorities**.** (Policy JK/JK-R) The severity, intent and pattern, if any, of the bullying behavior shall be taken into consideration when disciplinary decisions are made.

The Network shall ensure the development of a comprehensive program to address bullying at all school levels. The program shall be aimed toward accomplishing the following goals:

- To send a clear message to students, staff, parents/guardians, and community members that bullying will not be tolerated.

- To implement strategies in each school to enable students and staff to recognize, report and respond effectively to bullying.
- To prevent bullying by implementing prevention strategies in each school to decrease the occurrences of bullying.

- To implement procedures for immediate intervention, investigation, and confrontation of students engaged in bullying behavior.

- To initiate efforts to change the behavior of students engaged in bullying behaviors which may include education on acceptable behavior, discussions, counseling, and appropriate negative consequences.

- To foster a productive partnership with parents/guardians and community members in order to help maintain a bully free environment.

- To help develop social skills and self-confidence for all students and to recognize and encourage positive, supportive behaviors of students toward one another on a regular basis.

- To protect students from retaliatory action when they report bullying behaviors in good faith.

LEGAL REFS.:
Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681 34 C.F.R. Part 104
34 C.F.R. Part 106
Fair Labor Standards Act, 29 U.S.C. §201
Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C.
§ 621
Individuals with Disabilities Education Act, 20 U.S.C. §1400, et seq. Exceptional Children's Education Act, C.R.S. 22-20-101, et seq.
Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §701, et seq. Americans with Disabilities Act, 42 U.S.C. §12101, et seq.
Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d
Title VII of the Civil Rights Act of 1964, as amended 42 U.S.C. § 2000e 42 U.S.C. §2000ff et seq. (Genetic Information Nondiscrimination Act of 2008)
C.R.S. 2-4-401
C.R.S. 18-9-121 C.R.S. 22-32-109(1)(ll)
C.R.S. 22-32-109.1(2)(a)(X)(B) C.R.S. 22-32-110(1)(k)

C.R.S. 22-33-105(2)(c)
C.R.S. 22-61-101
C.R.S. 22-93-101, et seq.
C.R.S. 24-34-301 through 24-34-308

JICDE-R -- Bullying Prevention Regulations

“No bullying” is one of the three key disciplinary rules for students at any Third Future School.

1. Do not disrespect any teacher or other staff member
2. Do not disrupt the learning environment
3. Do not bully anyone

As a result, all staff members take any report or incident of bullying very seriously. Every teacher and staff member is expected to address every reported or observed incident of bullying on the spot and at the time of the incident. The staff member will report more severe incidents or bullying behavior that is repeated to one of the administrators. In most cases, the student will be sent or escorted to the office immediately after the incident.

An administrator will speak with the student or students to gather more information. If necessary, the administrator will ask the staff member for more information. The administration will use progressive discipline responses appropriate to the severity of the student’s behavior. Responses include but are not limited to:

1. Conference with student
2. Student time out
3. Phone call to parents
4. Restorative practices
5. Loss of after-school privileges
6. Administrator/parent/guardian/student conference
7. Written referral
8. In-school suspension
9. Classroom removal
10. Behavior plan
11. Out of school suspension
12. Referral to law enforcement
13. Expulsion

JJH -- Student Travel and Field Trips

The Board recognizes that the first-hand learning experiences provided by field trips can serve as an effective and worthwhile means of learning. The Board encourages field trips that are part of and directly related to the Network schools' educational program and will yield greater learning opportunities than other educational experiences.

Specific guidelines and appropriate administrative procedures shall be developed to screen, approve and evaluate trips and to ensure that reasonable steps are taken for the safety of the participants.

Determinations regarding the appropriateness of a field trip, necessary modifications and/or accommodations, and other matters concerning students with disabilities shall be made by the students' IEP or Section 504 team.

Trips which require students to travel outside of Colorado or to be away from home overnight or on non-school days shall require the approval of the Superintendent.

Adoption of Regulations

The Superintendent, or a designee, shall develop such regulations as may be needed for the implementation of this policy so long as such regulations are consistent with Board policies.

LEGAL REF.: C.R.S. 40-10-116 (1)(b)

JJH-R -- Student Travel and Field Trips Regulations

The following regulation was developed for the implementation of School Board Policy JJH – Student Travel and Field Trips.

Single day trips within District Boundary:

Parents and/or guardians must be notified of a trip ahead of time and informed that they have the right to request that his child not participate in the particular trip. In addition, written permission of the parent or guardian must be obtained before a student participates in the activity.
Applicable forms may be obtained from the front office and must be filed in the school office before any trips are taken.

1. Completed forms must be submitted at least three (3) weeks prior to a planned Off- Campus Trip. The forms that must be submitted are:

    a. Application
    b. Detailed itinerary - include the names, address and phone numbers of location of trip.
    c. Phone Tree - include names and phone numbers.
    d. Emergency Procedures - establish a plan in case of illness, accident disciplinary problems or weather related.
    e. List of students - include their name, address and phone numbers

2. Your application and supporting documentation will be processed and a trip number will be assigned. Once approved, you will receive via email, a copy of an Approved Application.

3. Parents/Guardians and students must complete and return required forms prior to the trip. The forms that parents/guardians must complete and return are:

    a. Release Agreement/Field Trip Permission Form (These forms need to stay in the possession of the person in charge of the trip while on the trip)
    b. Sponsor must have Medical History form for each participating student with them at all times during the field trip.

JK – Student Discipline

The Board believes that effective student discipline is a prerequisite for sound educational practice and productive learning. The objectives of disciplining any student must be to help the student develop a positive attitude toward self-discipline and socially acceptable behavior.

All policies and procedures for handling general and major student discipline problems shall be designed to achieve these broad objectives. Disorderly students shall be dealt with in a manner which allows other students to learn in an atmosphere which is safe, conducive to the learning process and free from unnecessary disruptions.

The Board in accordance with state law has adopted a written student conduct and discipline code based upon the principle that every student is expected to follow accepted rules of conduct and to show respect for and to obey persons in authority. The code also emphasizes that certain behavior, especially behavior that disrupts the classroom, is unacceptable and may result in disciplinary action. The code shall emphasize proportionate disciplinary interventions and consequences and keeping students engaged in learning.

All Board-adopted policies and Board-approved regulations containing the letters "JK" in the file name constitute the discipline section of the legally required code.

Immunity for enforcement of discipline code
An act of a teacher or other employee shall not be considered child abuse if the act was performed in good faith and in compliance with Board policy and procedures.

A teacher or any other person acting in good faith and in compliance with the discipline code adopted by the Board shall be immune from criminal prosecution or civil liability unless the person is acting willfully or wantonly.

Distribution of conduct and discipline code
The Superintendent or designee shall arrange to have a copy of the conduct and discipline code provided once to each student and once to each new student in TFS. The Superintendent or designee shall ensure reasonable measures are taken to ensure each student is familiar with the code. Copies shall be posted on each school's website. In addition, any significant change in the code shall be distributed to each student and posted in each school.

The Superintendent will consult with network administrators, teachers, parents, students and other members of the community in the development of the conduct and discipline code or before recommending major changes to this policy.

Remedial discipline plans

The principal may develop a plan for any student who causes a material and substantial disruption in the classroom, on school grounds, in school vehicles or at school activities or events. The goal of the remedial discipline plan shall be to address the student's disruptive behavior and educational needs while keeping the child in school.

To develop the plan, the principal will arrange for a meeting with the student, the student's parent/guardian and any members of the staff whom the principal believes should attend. The purpose of the meeting will be to address the reasons for the student's disruptive behavior and to establish goals, objectives and timelines to modify such behavior. A written plan will be prepared which addresses the student's disruptive behavior, educational needs and what steps are necessary to keep the child in school. The plan will include incentives for good behavior and consequences if the student violates the plan.

The plan may be written in the form of a contract which the student and the parent/guardian will sign and date.

The parent/guardian will be provided a copy of the remedial discipline plan and it will be placed in the student's cumulative file.

Discipline of habitually disruptive students
Students who have caused a material and substantial disruption in the classroom, on school grounds, in school vehicles or at school activities or events three times during the school year shall be declared habitually disruptive students. Any student enrolled in TFS may be subject to being declared a habitually disruptive student. Declaration as a habitually disruptive student may result in the student's expulsion.

A student will be declared "habitually disruptive" if three times during the course of the school year the student causes a material and substantial disruption in the classroom, on school grounds, in school vehicles or at school activities or events.

The student and the parent/guardian will be notified in writing of each disruption which counts toward declaring the student habitually disruptive. The student and parent/guardian will also be notified in writing and by telephone or other oral communication of the definition of "habitually disruptive student."

A student who has been declared habitually disruptive may be suspended or expelled in accordance with Colorado law.

LEGAL REFS.:
C.R.S. 18-6-401 (1) (definition of child abuse)
C.R.S. 22-32-109.1 (2)(a) (adoption and enforcement of conduct and discipline code)
C.R.S. 22-32-109.1 (2)(a)(I) (school district shall take reasonable measures to familiarize students with the conduct and discipline code)

C.R.S. 22-32-109.1 (2)(a)(I)(C) (discipline of habitually disruptive students is required part of safe schools plan)
C.R.S. 22-32-109.1 (9) (immunity provisions in safe schools law)
C.R.S. 22-33-106 (1) (grounds for suspension, expulsion and denial of admission)
C.R.S. 22-33-106 (1)(c.5) (habitually disruptive students)

JKA-G -- Use of Physical Intervention and Restraint

To maintain a safe learning environment, Third Future Schools ("TFS") employees may, within the scope of their employment and consistent with state law, use physical intervention and restraint with students in accordance with this policy and accompanying policies JKA-R Use of Physical Intervention and Restraint and JKA-E Student Restraint Incident Report Form. Such actions shall not be considered child abuse if performed in good faith and in compliance with this policy and accompanying regulation.

Physical Intervention
Restraint shall only be administered by TFS employees trained in accordance with applicable State Board of Education rules.
No corporal punishment shall be administered to any student by any TFS employee.

There are times within the scope of their employment, when it becomes necessary for staff to use reasonable and appropriate physical intervention with a student that does not constitute restraint as defined by this policy, to accomplish the following:

1. To quell a disturbance threatening physical injury to the student or others.

2. To obtain possession of weapons or other dangerous objects upon or within the control of the student.

3. For the purpose of self-defense.

4. For protection of persons against physical injury or prevent the destruction of property which could lead to physical injury to the student or others.

Under no circumstances shall a student be physically held for longer than:

- Colorado: One minute in Colorado, unless the provisions regarding restraint contained in the policy and accompanying policies JKA-R Use of Physical Intervention and Restraint and JKA-E Student Restraint Incident Report Form are followed.
- Louisiana: A school employee who has physically restrained a student shall document and report each incident. A written report shall be submitted to the school principal no later than school day immediately following the day of which the student was physically restrained, and a copy shall be provided to the student's parent or legal guardian.
- Documentation provided by the end of the day in Texas.

Restraint is defined by state law and this policy as any method or device used to involuntarily limit a student's freedom of movement, including but not limited to bodily physical force, mechanical devices, chemicals, and seclusion.

TFS employees shall not use restraint as a punitive form of discipline or as a threat to control or gain compliance of a student's behavior. TFS employees are also prohibited from restraining a student by use of a mechanical restraint or chemical restraint, as those terms are defined by applicable State Board of Education rules and policies JKA-R Use of Physical Intervention and Restraint and JKA-E Student Restraint Incident Report Form.

Exceptions

The restraint provisions in this policy and accompanying regulation shall not apply to:

1. Peace officers as defined by C.R.S. 16-2.5-101 et seq. who are acting within the scope of their employment or in accordance with C.R.S. 16-3-109; and

2. When CEC is engaged in transporting a student from one facility or location to another facility or location when it is within the scope of CECs powers and authority to effect such transportation.

LEGAL REFS.: C.R.S. 18-1-703 use of physical force by those supervising minors C.R.S. 18-6-401(1) definition of child abuse C.R.S. 19-1-103 (1) definition of abuse and neglect C.R.S. 22-2-107 (1)(a) and (1)(c) State board - power C.R.S. 22-32-109.1(2)(a) adoption and enforcement of discipline code C.R.S. 22-32-109.1(2)(a)(IV) policy required as part of safe schools plan C.R.S. 22-32-109.1(9) immunity provisions in safe schools law C.R.S. 26-20-101 et seq. Protection of Persons from Restraint Act C.R.S. 26-20-108 Protection of Persons from Restraint Act Rules 1 CCR 301-45 State Board of Education rules for the Administration of the Protection of Persons from Restraint Act

CROSS REFS.: JKA-R Use of Physical Intervention and Restraint JKA-E Student Restraint Incident Report Form

JKA-R -- Use of Physical Intervention and Restraint Regulation

Restraint shall only be administered by TFS employees trained in accordance with applicable State Board of Education rules. No corporal punishment shall be administered to any student by any TFS employee.

A. Definitions

In accordance with the State Board of Education rules governing the Administration of the Protection of Persons from Restraint Act, the following definitions apply for purposes of this policy and accompanying JKA Corporal Punishment/Use Of Physical Intervention And Restraint By Employees and JKA-E Student Restraint Incident Report Form.

1. Restraint means any method or device used to involuntarily limit freedom of movement, including but not limited to bodily physical force, mechanical devices, chemicals, and seclusion.

2. Physical restraint means the use of bodily, physical force to involuntarily limit an individual's freedom of movement. "Physical restraint" does not include:

    a. holding of a student for less than one minute by a staff person for the protection of the student or others;
    b. brief holding of a student by one adult for the purpose of calming or comforting the student;
    c. minimal physical contact for the purpose of safely escorting a student from one area to another;
    d. minimal physical contact for the purpose of assisting the student in completing a task or response.

3. Mechanical restraint means a physical device used to involuntarily restrict the movement of a student or the movement or normal function of the student's body. "Mechanical restraint" does not include:

    a. devices recommended by a physician, occupational therapist or physical therapist and agreed to by a student's IEP team or Section 504 team and used in accordance with the student's Individualized Education Program (IEP) or Section 504 plan;
    b. protective devices such as helmets, mitts, and similar devices used to prevent self- injury and in accordance with a student's IEP or Section 504 plan;

c. adaptive devices to facilitate instruction or therapy and used as recommended by an occupational therapist or physical therapist, and consistent with a student's IEP or Section 504 plan; or
d. positioning or securing devices used to allow treatment of a student's medical needs.

4. Chemical restraint means administering medication to a student (including medications prescribed by the student's physician) on an as needed basis for the sole purpose of involuntarily limiting the student's freedom of movement. "Chemical restraint" does not include:

   a. prescription medication that is regularly administered to the student for medical reasons other than to restrain the student's freedom of movement (e.g. Azmacort, medications used to treat mood disorders, or ADHD, Glucagon); or
   b. the administration of medication for voluntary or life-saving medical procedures (e.g. EpiPens, Diastat).

5. Seclusion means the placement of a student alone in a room from which egress is involuntarily prevented. "Seclusion" does not mean:

   a. placement of a student in residential services in the student's room for the night; or
   b. time-out.

6. Time-out is the removal of the student from potentially rewarding people or situations. A time-out is not used primarily to confine the student, but to limit accessibility to reinforcement. In time-out, the student is not physically prevented from leaving the designed time-out area and is effectively monitored by staff.

7. Emergency means serious, probable, imminent threat of bodily injury to self or others with the present ability to effect such bodily injury. Emergency includes situation in which the student creates such a threat (serious, probable, imminent threat of bodily injury to self or others with the present ability to effect such bodily injury) by abusing or destroying property.

8. Bodily injury means physical pain, illness, or any impairment of physical or mental condition as defined in C.R.S. 18-1-901(3)(c).

9. State Board Rules mean the State Board of Education rules governing the Administration of the Protection of Persons from Restraint Act, 1CCR 301-45.

10. Parent is defined in the State Board of Education's rules.

B. Basis for use of

restraint Restraints shall

only be used:

1. In an emergency and with extreme caution; and

2. After:

    a. the failure of less restrictive alternatives (such as Positive Behavior Supports, constructive and non-physical de-escalation, and restructuring the environment); or
    b. a determination that such alternatives would be inappropriate or ineffective under the circumstances.

3. Restraints shall never be used as a punitive form of discipline or as a threat to gain control or gain compliance of a student's behavior.

4. TFS employees shall:

    a. use restraints only for the period of time necessary and using no more force than necessary; and
    b. prioritize the prevention of harm to the student.

C. Duties related to the use of restraint – general

requirements When restraints are used, TFS shall ensure

that:

1. no restraint is administered in such a way that the student is inhibited or impeded from breathing or communicating;

2. no restraint is administered in such a way that places excess pressure on the student's chest, back, or causes positional asphyxia (as defined in the State Board of Education's rules);

3. restraints are only administered by TFS staff who have received training in accordance with the State Board rules;

4. opportunities to have the restraint removed are provided to the student who indicates he/she is willing to cease the violent or dangerous behavior;

5. when it is determined by trained TFS staff that the restraint is no longer necessary to protect the student or others (i.e. the emergency no longer exists), the restraint shall be removed; and

6. the student is reasonably monitored to ensure the student's physical safety.

D. Proper administration of specific restraints

1. Chemical restraints shall not be used.

2. Mechanical restraints shall not be used, except that this provision shall not apply to armed security officers who have received documented training in defensive tactics utilizing handcuffing procedures and are detaining the student for law enforcement.

3. Physical restraint:

   a. A person administering the physical restraint shall only use the amount of force necessary to stop the dangerous or violent actions of the student.
   b. A restrained student shall be continuously monitored to ensure that the breathing of the student in such physical restraint is not compromised.
   c. A student shall be released from physical restraint within fifteen minutes after the initiation of the restraint, except when precluded for safety reasons.

4. Seclusion:
   a. relief periods from seclusion shall be provided for reasonable access to toilet facilities; and
   b. any space in which a student is secluded shall have adequate lighting, ventilation and size. To the extent possible under the specific circumstances, the space should be free of injurious items.

E. Notification requirements

1. If there is a reasonable probability that restraint might be used with a particular student, appropriate school staff shall notify, in writing, the student's parents, and if appropriate, the student of:

   a. the restraint procedures (including types of restraints) that might be used;
   b. specific circumstances in which restraint might be used; and
   c. the TFS staff involved.

2. For students with disabilities, if the parents request a meeting with school personnel to discuss the notification, school personnel shall ensure that the meeting is convened.

3. The required notification may occur at the meeting where the student's behavior plan or IEP is developed/reviewed.

F. Documentation requirements

1. If restraints are used, a written report shall be submitted within one school day to school administration using the form in policy JKA-E Student Restraint Incident Report Form.

2. The head of school or designee shall verbally notify the parents as soon as possible but no later than the end of the school day that the restraint was used.

3. A written report based on the findings of the staff review required by paragraph G "Review of specific incidents of restraint." below shall be e-mailed, faxed or mailed to the student's parent within five calendar days of the use of restraint. The written report of the use of restraint shall include:

    a. the antecedent to the student's behavior if known;
    b. a description of the incident;
    c. efforts made to de-escalate the situation;
    d. alternatives that were attempted;
    e. the type and duration of the restraint used;
    f. injuries that occurred, if any; and
    g. the staff present and staff involved in administering the restraint.

4. A copy of the written report on the use of restrain shall be placed in the student's confidential file.

G. Review of specific incidents of restraint

1. TFS shall ensure that a review process is established and conducted for each incident of restraint used. The purpose of this review shall be to ascertain that appropriate procedures were followed and to minimize future use of restraint.

2. The review shall include, but is not limited to:

    a. staff review of the incident;
    b. follow up communication with the student and the student's family;
    c. review of the documentation to ensure use of alternative strategies; and
    d. recommendations for adjustment of procedures, if appropriate.

3. If requested by TFS or the student's parents, TFS shall convene a meeting to review the incident. For students with IEPs or Section 504 plans, such review may occur through the IEP or Section 504 process.

H. General review process

1. TFS shall ensure that a general review process is established, conducted and documented in writing at least annually. The purpose of the general review is to ascertain that TFS is properly administering restraint, identifying additional training needs, minimizing, and preventing the use of restraint by increasing the use of positive behavior interventions, and reducing the incidence of injury to students and staff.

2. The review shall include, but is not limited to:

    a. analysis of incident reports, including all reports prepared pursuant to section F "Documentation requirements" paragraphs 1 and 3 above and including, but not

limited to procedures used during the restraint, preventative or alternative techniques tried, documentation, and follow up;
b. training needs of staff;
c. staff to student ratio; and
d. environmental conditions, including physical space, student seating arrangements and noise levels.

I. Staff training

1. TFS shall ensure that staff utilizing restraint in schools are trained in accordance with the State Board rules.

2. Training shall include:

a. a continuum of prevention techniques;
b. environmental management;
c. continuum of de-escalation techniques;
d. nationally recognized physical management and restraint practices, including, but not limited to, techniques that allow restraint in an upright or sitting position and information about the dangers created by prone restraint;
e. methods to explain the use of restraint to the student who is to be restrained and to the student's family; and
f. appropriate documentation and notification procedures.

3. Retraining shall occur at a frequency of at least every two years.

CROSS REFS.: JKA Corporal Punishment/Use Of Physical Intervention And Restraint By Employees JKA-E Student Restraint Incident Report Form

JKD – Suspension/Expulsion of Students

The Board of Directors (Board) shall provide due process of law to students, parents/ guardians and school personnel through written procedures consistent with law for the suspension or expulsion of students and the denial of admission.

The Board and its designee(s) may consider the following factors in determining whether to suspend or expel a student:

The student's age;
The student's disciplinary history;
The student's eligibility as a student with a disability;
The seriousness of the violation committed by the student;
The threat posed to any student or staff; and,
The likelihood that a lesser intervention would properly address the violation.

As an alternative to suspension, the principal or designee may permit the student to remain in school with the consent of the student's teachers if the parent/guardian attends class with the student for a period of time specified by the principal or designee. If the parent/guardian does not agree or fails to attend class with the student, the student shall be suspended in accordance with the accompanying regulations.

This alternative to suspension shall not be used if expulsion proceedings have been or are about to be initiated or if the principal or designee determines that the student's presence in school, even if accompanied by a parent/guardian, would be disruptive to the operations of the school or be detrimental to the learning environment.

Delegation of authority

The Board of Education delegates to Superintendent or the principal of TFS or to a person designated in writing by the principal the power to suspend a student in TFS for not more than five school days on the grounds stated in C.R.S. 22-33-106 (1) (a), (1) (b), (1) (c) or (1) (e) or not more than 10 school days on the grounds stated in C.R.S. 22-33-106 (1) (d) unless expulsion is mandatory under law, but the total period of suspension shall not exceed 25 school days.

The Board of Education delegates to the SUPERINTENDENT OR DESIGNEE, the authority to suspend a student, in accordance with C.R.S. 22-33-105, for an additional 10 school days plus up to and including an additional 10 days necessary in order to present the matter to the Board.

Unless otherwise determined by the Board, the Board of Education delegates to the Superintendent or to a designee who shall serve as a hearing officer the authority to deny admission to or expel for any period not extending beyond one year any student whom the Superintendent or designee, in accordance with the limitations imposed by Title 22, Article 33, of the Colorado Revised Statutes, shall determine does not qualify for admission to or continued attendance at TFS. If the hearing is conducted by a designee serving as a hearing officer, the hearing officer shall prepare findings of fact and recommendations for the Superintendent or designee at the conclusion of the hearing. The Superintendent or designee shall render a written opinion in the matter within five days after the hearing whether the hearing is conducted by the hearing officer or the Superintendent or designee.

The Superintendent shall report on each case acted upon at the next meeting of the Board, briefly describing the circumstances and the reasons for action taken. Such denial of admission or expulsion by the Superintendent or designee shall be subject to appeal to the Board. The appeal shall consist of a review of the facts that were presented, arguments relating to the decision and questions of clarification from the Board.

Expulsion for unlawful sexual behavior or crime of violence
When a petition is filed in juvenile court or district court that alleges a student between the ages of 12 to 18 years has committed an offense that would constitute unlawful sexual behavior or a crime of violence if committed by an adult, basic identification information, as defined in state law, along with the details of the alleged delinquent act or offense, is required by law to be provided immediately to the school district in which the juvenile is enrolled.

The information shall be used by the Board of Education to determine whether the student has exhibited behavior that is detrimental to the safety, welfare, and morals of the other students or school personnel and whether educating the student in the school may disrupt the learning environment in the school, provide a negative example for other students, or create a dangerous and unsafe environment for students, teachers, and other school personnel. The Board shall take appropriate disciplinary action, which may include suspension or expulsion, in accordance with the student code of conduct and related policies. The Board may determine to wait until the conclusion of court proceedings to consider expulsion, in which case it shall be the responsibility of TFS to provide an alternative educational program for the student as specified in state law.

Annual reports
The Board annually shall report to the State Board of Education the number of students expelled from TFS for disciplinary reasons or for failure to submit certificates of immunization.

LEGAL REFS.:
C.R.S. 16-22-102(9) (unlawful sexual behavior)
C.R.S. 18-1.3-406 (crime of violence)
C.R.S. 22-32-109.1 (2)(a) (adoption and enforcement of discipline code)
C.R.S. 22-32-109.1 (2)(a)(I)(E) (policy required as part of safe schools plan)
C.R.S. 22-32-109.1 (3) (agreements with state agencies)
C.R.S. 22-33-105 (suspension, expulsion and denial of admission)

C.R.S. 22-33-106 (grounds for suspension, expulsion and denial of admission)
C.R.S. 22-33-106.3 (use of student's written statements in expulsion hearings)
C.R.S. 22-33-106.5 (information concerning offenses committed by students)
C.R.S. 22-33-107 (compulsory attendance law)
C.R.S. 22-33-107.5 (notice of failure to attend)
C.R.S. 22-33-108 (juvenile judicial proceedings)
C.R.S. 25-4-903 (1) (immunization)

JK-R -- Student Discipline Regulation

INTRODUCTION

The following student conduct and discipline procedures are developed for the implementation of School Board Policy JK - Student Discipline. These procedures are designed to be consistent with the general purpose and principles outlined in Policy JK, as well as consistent with federal and state statutes, and local ordinances.

SECTION ONE: SCHOOL DISCIPLINE ADMINISTRATION

1-1 Characteristics of Disciplinary Practices

A. Successful disciplinary practices have the following characteristics:

1. They are explicit, reasonable, and timely.
2. They have logical, fair, consistent, and age-appropriate consequences.
3. They include a variety of prevention and intervention measures.
4. They provide the opportunity for significant parent/guardian and student participation.
5. They respond to individual differences among students with insight and sensitivity.
6. They ensure the opportunity for students to obtain an education.
7. They address the needs of the student who engaged in the misconduct, the needs of those who were affected by the misconduct, and the needs of the overall school community.

1-2 Staff Training

A. Staff training will be provided as needed to ensure that the disciplinary program in each school is effective and that relevant policies and procedures are equitably applied.

1-3 Non-Discrimination

A. School staff responsible for implementing this Policy shall do so without discrimination based on ethnicity, race, color, religion, national origin, ancestry, gender, sexual orientation, age, or disability.

B. Discipline for students with disabilities shall be in accordance with the student's individualized education program (IEP), any behavior intervention plan, 504 Plan, and Board Policy JKF (Discipline of Students with Disabilities).

1-4 Addressing Racial Disparities and Other Protected Class Disparities in School Discipline

A. Efforts shall be made to eliminate any racial disparities in school discipline. Staff members are specifically charged with monitoring the impact of their actions on students from racial and ethnic groups or other protected classes that have historically been over- represented among those students who are suspended, expelled, or referred to law enforcement.

1-5 Student Conduct Subject to Disciplinary Action

A. Student conduct during either curricular or extracurricular activities in classrooms, in school buildings, on school grounds, may be subject to disciplinary action, if such conduct is detrimental to the school environment and to the welfare or safety of other students or school personnel.

1-6 School Code of Conduct

A. The school may adopt their own school rules and Code of Conduct so long as they are consistent with this policy. Any such rules or codes shall be approved by the Superintendent and will be made available to students and their parents/guardians in a manner consistent with Section 1-6 of this policy prior to implementation.

1-7 Distribution

A. The school shall post this policy on the school web site and in the front office, in English and Spanish. Copies of this policy and school rules will be made available, upon request, to each student and parent/guardian, and, upon request, translated in a language that the parent/guardian can understand.

B. The school is encouraged to train their students on the contents of this policy and other school rules and Codes of Conduct they adopt.

SECTION TWO: INTERVENTIONS AND CONSEQUENCES

2-1 General

A. Effective school discipline policies promote disciplinary responses that refrain from interrupting a student's education to the extent possible. The school should minimize the use of out-of-school suspensions, recommendations for expulsion, and referrals to law enforcement, to the extent practicable while remaining consistent with state statute, local ordinances, and mandatory reporting laws.

2-2 Reasonable Consequences

A. Consequences should be reasonable, fair, age-appropriate, and should match the severity of the student's misbehavior, as well as consider the impact on the victim and/or community. Consequences that are paired with meaningful instruction and guidance (corrective feedback and re-teaching) offer students an opportunity to learn from their mistakes and contribute back to the school community, and are more likely to result in getting the student re-engaged in learning.

B. Any use of consequences should be carefully planned with well-defined outcomes in order to provide the greatest benefit. Positive consequences include systematic recognition for appropriate behavior and lead to an increase in that appropriate behavior. Negative consequences are designed to provide feedback to the student that his or her behavior is unacceptable and should not occur again.

2-3 Relevant Factors in Making Discipline Decisions

A. When choosing consequences for students' misbehavior, teachers, administrators, and staff must balance the school's goals of eliminating school disruptions and maximizing student instruction time. Prior to disciplining students, the following factors shall be considered:

1. Age, health, and disability or special education status of the student
2. Appropriateness of student's academic placement
3. Student's prior conduct and record of behavior
4. Student's attitude
5. Level of parent/guardian's cooperation and involvement
6. Student's willingness to repair the harm
7. Seriousness of the offense and the degree of harm caused
8. Impact of the incident on overall school community.

B. The availability of prevention and intervention programs that are designed to address student misbehavior should also be considered prior to disciplining students.

2-4 Interventions

A. When misconduct occurs, schools shall investigate the circumstances and gather facts that will help to determine appropriate interventions and consequences for that student, with emphasis on correcting student misbehavior through school-based resources at the lowest possible level. Interventions should provide students an opportunity to learn from their mistakes, and re-engage the student in learning. All interventions should balance the needs of the student, the needs of those directly affected by the behavior, and needs of the overall school community.

B. There are three types of intervention strategies that are available to teachers and administrators: Administrative, Restorative, and Skill-based/Therapeutic.

1. Administrative Strategies are statutory, rule-based, or contract-based interventions done "to" the offender, such as:

    a. Removal from classroom
    b. Detention
    c. Suspension
    d. Expulsion.

2. Restorative Strategies are problem solving interventions done "with" the offender. They are driven by justice as much as is possible and focus on the harm caused and how it will be repaired. A successful restorative justice strategy may utilize collaboration in interventions with allied agencies and professionals. An
assessment of the incident/conduct will be done, and a determination will be made by the school administration whether a face-to-face meeting with all parties is appropriate. Examples may include:

    a. Family group conferencing
    b. Victim-offender mediation
    c. Classroom peace circles
    d. Reparation of harm.

3. Therapeutic/Resource Strategies are done "by" the offender and require intrinsic motivational behavior change. Such interventions include:

    a. Mental health counseling
    b. Anger management classes
    c. Informal mentoring and behavior coaching.

C. Teachers and administrators should consider utilizing different types of strategies, or multiple strategies simultaneously, to deal with misbehavior, especially for 2nd or 3rd offenses. For example, in compliance with this Policy, the three types of interventions may be used in the following ways:

1. Independently (e.g., 1-day after-school detention)

2. As alternatives to each other (e.g., choice of mediation or 1-day suspension)

3. In conjunction with each other (e.g., 2-day in-school suspension along with anger management class and mediation).

D. Interventions can range from reminders, redirection, student/teacher conferences to classroom removal, behavior contracts, suspensions, recommendations for expulsion, and/or referral to law enforcement.

SECTION THREE: DISCIPLINARY OFFENSES/CONSEQUENCES

Level I Offense	Level II Offense	Level III Offense
● Disrespect of Teachers & Staff ● Disruption of the Learning Environment	● Habitually Disruptive ● Compromise School Safety	● Multiple suspensions ● Physical harm to others ● Weapons ● Drugs
Level I Consequences	**Level II Consequences**	**Level III Consequences**
● Verbal redirection ● Complete Habits of Success Reflection ● Phone Call home ● After school detention ● Withdrawal of privileges ● Exclusionary Time Out ● Parent shadow student in class ● Parent/Staff/Student Conference	● Out of School Suspension ● Parent Conference ● Behavior Contract	● Out of School suspension ● Parent Conference ● Behavior Contract ● Expulsion
Level I Scenario	**Level II Scenario**	**Level III Scenario**
● Student sent to office for disruption of learning environment ● Administrator has student fill out reflection sheet ● Student returns to learning	● Student has been sent home more than once and is now considered habitually disruptive ● Parent conference and behavior contract developed ● Student breaks contract	● Student has been suspended a minimum of 2 times ● Parent Conference and Contract developed

● Student sent to office for disruption and/or disrespect for second time ● Phone call home ● Student in exclusionary time out ● Student sent to office for third time ● Parent must pick up student and meet with admin/staff before student may return to class		

SECTION FOUR: DISRUPTIVE STUDENTS IN THE CLASSROOM

4-1 Removal from Classroom

A. The school acknowledges the important role and responsibility of teachers in an effective discipline plan. A classroom free of disruption is essential for learning. When a teacher judges it necessary to protect the instructional process, he or she may remove a disruptive student from class to an alternative setting. The Board of Education defines "Classroom Disruption" as a willful and substantial disobedience or open and persistent defiance, or repetitive interfering with the school's or teacher's ability to provide an appropriate learning environment in the classroom which cannot be managed through effective classroom management and/or the intervention strategies identified in this policy.

B. In the event a student is removed from the classroom; the teacher shall see that the student has his or her textbooks and class work to complete assignments. The student will be returned to class only after the teacher has been consulted and a conference has been held with the student. As soon as reasonably possible the teacher or school principal (or designee) will contact the parent or legal guardian regarding the removal and request his or her attendance at a conference, if appropriate.

C. Upon the third removal (except for students with an active IEP), the student may be removed from the teacher's class for the remainder of the term and placed in the Team Center (with access to work and/or Zoom). Whether the student will be placed in a different education setting or suspended shall be consistent with this policy and IDEA regulations.

D. In the Student Learning Plan, the teacher (with consultation from school

administration) will incorporate the requirements of CRS 22-32-109.1 and Board policy concerning disorderly conduct toward, harassment of and making knowingly a false accusation of

child abuse against a teacher. In implementing the disciplinary plan a teacher shall be protected from civil or criminal liability as provided by CRS 22-32-109.1 (9).

E. If a principal has evidence a teacher is referring an excessive number of students for disciplinary reasons, the principal shall review the classroom practices with the teacher and try to determine if a more preventive approach is possible through change in practice, or if the teacher would benefit from staff development. However, this concern shall not be utilized as a reason for returning a student to class who has been excluded by the teacher without the conference referred to above.

SECTION FIVE: SUSPENSION AND EXPULSION PREVENTION

5-1 General

A. Alternatives such as restorative or therapeutic interventions should be utilized to help students who are at risk of suspension or expulsion before such disciplinary measures become necessary.

B. The principal of the school or a designee shall work with the professional staff to identify students who are at risk of suspension or expulsion. Among those students who may be at risk are those who have been or are likely to be declared habitually truant or habitually disruptive.

C. At-risk students could be defined as those students with previous behavioral problems or students who were suspended, expelled, or removed from class at any point in the last calendar year.

5-2 Student Learning Plans-Behavior Component

A. The use of behavior intervention plans to prevent or correct persistent discipline problems is mandated. The goals of the plan are to address the student's disruptive behavior and educational needs, and emphasize the importance of maintaining the child's enrollment in school.

B. To develop the plan, the principal or a designee will arrange for a meeting with the student, the student's parent/guardian, and any members of the staff whom the principal or designee believes should attend. The purpose of the meeting will be to address the reasons for the student's disruptive behavior and cooperatively to establish goals, objectives, and timelines to modify such behavior.

C. A written plan will be prepared that addresses the student's disruptive behavior, educational needs, and the steps necessary to keep the child in school. The plan will include incentives for good behavior and consequences if the student is disruptive in violation of the plan. The Student Learning Plan shall include a description of the support and educational services that will be provided by the school to help the student

avoid future suspensions and expulsion.

1. The school must work with the student's parent or guardian in providing these services.

2. Such services may be provided through agreements with appropriate local governmental agencies, community-based organizations, and institutions of higher education.

D. Every effort will be provided for parent/guardian and teacher(s) input and involvement in the contract's development. Notification of the plan will be presented to the parent/guardian in a language he or she understands.

E. The parent/guardian, student, and the principal or designee should sign the contract.

F. Every effort will be made to ensure that a plan of services is in place and acted upon before any action is taken to suspend or expel a student, barring emergency situations in which immediate disciplinary action is necessary to ensure the safety of the school and its occupants.

5-3 Mandatory Behavior Intervention Plans

A. There is one situation in which a behavior intervention plan must be developed: when a student receives a suspension that counts toward being declared a "habitually disruptive student."

1. See Section 6-7 for more information on "habitually disruptive students."

SECTION SIX: SUSPENSIONS OR EXPULSIONS

6-1 General

A. Suspensions, both in-school and out-of-school, are only to be given in accordance with Section 3-1 of this policy.

B. A student may not be suspended for conduct that occurs off-of school property and outside the school day unless the conduct substantially disrupts, or will substantially disrupt, the school environment, or seriously endangers the welfare or safety of other students or school personnel. In this instance, the provisions in Section 3-1 of this policy shall be followed.

C. Students who are suspended may not participate in extracurricular activities or school sponsored events during the period of the suspension. However, students on suspension during the administration of state assessments shall be provided an opportunity to take the test and may be allowed to participate in related test preparation activities, upon

approval by the school principal or a designee.

D. The school shall provide the student with the opportunity to earn equivalent grades and credits as other students during the student's suspension, and the ability to make-up tests, final examinations, and complete class and homework assignments without penalty while on suspension or within a reasonable time following the completion of the suspension. The intent of this provision is to provide an opportunity for the student to reintegrate into the educational program of the school following the period of suspension.

In-School Suspensions

E. Students with consistently problematic behavior patterns should not be allowed to disrupt the educational process; yet when these students are suspended from school it often adds to the problems of the students, the school, and the community. Therefore, the school and the Board of Education endorse the concept of in-school suspension.

F. The purpose of in-school suspension is to provide a more effective means of discipline than detention or out-of-school suspension. By using in-school suspension, students should not fall behind on school assignments, but should still learn from their mistakes and misbehavior. All in-school suspensions shall be imposed in a manner that is consistent with students' due process rights, as outlined in this and other policies. The following guidelines shall be observed:

1. Students shall be assigned to a special class (Team Center, if available, where they shall be adequately supervised at all times. School administration shall see that each student has appropriate assignments and materials from his/her regular teachers.

2. The principal or a designee shall notify the parents/guardians at once by telephone if their child has been placed under in-school suspension. If the parent/guardian cannot be reached by phone, or if requested by the parent/guardian, there shall be a written notification in a language the parent/guardian can understand. Reasons for the in-school suspension shall be given, and a conference may be scheduled prior to the student's readmission to regular class.

6-2 Out-of-school Suspensions

A. Students can be suspended out-of-school if school administration believes the behavior warrants this consequence.

6-3 Procedures for Out-of-school Suspensions

A. The Board of Education delegates to the school principal, or to a person designated in writing by the principal, the authority to suspend a student out of school in a manner consistent with this policy. In exercising this authority, the principal or designee must follow the procedures prescribed to afford due process.

B. Before a student is suspended, he or she has the right to an informal conference with the principal or designee. At the conference, the student must:

   1. Be allowed to call a parent or guardian, and have the parent or guardian attend the conference if they can within a reasonable amount of time.

   2. Be informed of the charges and evidence against him or her.

   3. Have an opportunity to respond to the charges, verbally or in writing, and present his or her version of events.

   4. Be informed of the right not to submit a written statement, if a written statement is requested.

   5. Have an opportunity to present evidence in his or her defense, including the right to have his or her witnesses interviewed by the principal or designee.

C. It is best practice for the principal, or principal's designee, to interview all known witnesses and to review all evidence prior to making a determination regarding suspensions.

D. If, after the informal conference, the principal or designee decides to suspend the student out of school, the school must make a reasonable attempt to contact the parent or guardian at once by phone. The school must also provide a written notice of suspension in a language that the parent/guardian can understand. Both the oral and written notices must inform the parent/guardian that the student has been suspended, and must include the grounds for the suspension, the period of the suspension, and offer to schedule a time and place for the parent/guardian to meet with the principal or designee to review the suspension prior to or concurrent with reinstatement. It must also state that make-up work will be provided during the period of suspension, and that the student has the right to appeal the suspension and how to do so.

E. If an emergency requires immediate removal of the student from school, the informal hearing shall follow as soon after the student's removal as practicable. If immediate removal from school is necessary, the school shall immediately notify the parent/guardian to determine the best way to transfer custody of the student to the parent/guardian.

F. If the suspension will count toward declaration of the student as "habitually disruptive," the parent/guardian and student must be so notified in writing, as discussed in Section 6-7 of this Policy.

G. Upon reinstatement from suspension of any student, the principal or designee shall attempt to meet with the student's parent or legal guardian to discuss the student's behavior and the possible need for a behavior intervention plan (as discussed in Sections 5-2 and 5-3) for the student in an effort to prevent further disciplinary action.

H. For Level 3 Offenses (see Section 3 of this policy), if there has been a recommendation for expulsion, or a request for an extension of the suspension period made to the Superintendent or designee through Section 6-6 of this policy, the principal has the option of extending the maximum three-day out-of-school suspension available under Section 3-1 by up to two days, for a total of five days, if deemed necessary for the safety of the school.

6-4 Out-of-school Suspension Appeal Rights

1. The student must be informed of his or her right to appeal an out-of-school suspension with the principal or designee in the notice of suspension.

2. The student shall have the following rights in the suspension appeal process:

    1. The right to request a meeting with the principal or designee.

    2. The right to a representative to be present at the meeting.

    3. The right of the student, parent/guardian, and/or representative to address the principal or designee on the evidence and the appropriateness of the penalty.

    4. The right to submit, or have a parent, guardian, or representative submit, a dissenting opinion regarding the suspension, and have it included in the student's disciplinary file.

    5. The right to review, or have a parent, guardian, or representative review, any evidence relied upon in the suspension decision and which is reasonably available for production. The district shall not be obligated to produce evidence which would be in violation of the Family Education Rights and Privacy Act or without an individual(s) consent or Court order.

3. The principal or designee will:

    1. Review all written documents.

    2. Make a determination of whether there was sufficient evidence to find:

        a. That the alleged violation occurred, and
        b. Whether the penalty imposed was appropriate.

    3. Provide a written decision within five days of the meeting.

    4. If it is determined that no violation occurred, all school records pertaining to the suspension will be expunged from the student's file, and a corrected copy of the student's file will be provided to the student's parent or guardian by mail.

5. If the penalty was not appropriate to the violation, all school records will be revised to indicate only the facts leading to the reduced penalty imposed by the principal or designee.

4. If the principal or designee denies the appeal, the student may pursue a second appeal of the suspension to the Superintendent.

5. The student shall have the following rights in the second appeal process:

    1. The right to request a meeting with the Superintendent.

    2. The right to a representative to be present at the meeting.

    3. The right of the student, parent/guardian, and/or representative to address the Superintendent on the evidence and the appropriateness of the penalty.

    4. The right to submit, or have a parent, guardian, or representative submit, a dissenting opinion regarding the suspension.

6. The Superintendent will:

    1. Review all written documents.

    2. Make a determination of whether there was sufficient evidence to find:

        a. That the alleged violation occurred, and
        b. Whether the penalty imposed was appropriate.

    3. Provide a written decision within five days of the meeting.

    4. If it is determined that no violation occurred, all school records pertaining to the suspension will be expunged from the student's file, and a corrected copy of the student's file will be provided to the student's parent or guardian by mail.

    5. If the penalty was not appropriate to the violation, all school records will be revised to indicate only the facts leading to the reduced penalty imposed by the Superintendent.

6-5 Extensions of Out-of-school Suspensions

A. The Board of Education delegates to the Superintendent the authority to extend a student's out-of-school suspension by up to ten (10) days as necessary, upon recommendation of the principal. The total period of suspension shall not exceed twenty-

five (25) days.

B. A suspension shall only be extended if the student committed a Level 3 offense (see Section 3-1 of this policy), the student's presence in school presents a danger or severe disruption to the school and its occupants, and either additional time is needed to further investigate an incident or there has been a recommendation to the Superintendent to expel the student.

C. If an extension of the suspension is to be recommended, the principal or a designee shall make a reasonable attempt to notify a parent/guardian at once by telephone and shall follow up with a written notification in a language the parent/guardian can understand. Through this oral and written notification, the principal or designee shall attempt to schedule a conference with the parent/guardian to explain the reason for the extension.

D. If the suspension has been extended so that the total suspension is ten (10) days or more, and there has not been a recommendation of expulsion, the student is to receive the same right to a hearing as described below in Section 6-8 of this policy.

E. If a student's suspension is extended beyond a total of ten (10) days, the student must be provided with an alternative learning environment in which he or she shall have the opportunity to earn equivalent grades and credits as other students during the suspension period.

6-6 Habitually Disruptive Students

A. A "habitually disruptive student" is a child who has been suspended out-of-school by the principal or a designee three (3) times during the course of a school year for causing a disruption in the classroom, on school grounds, in school vehicles, or at school activities or sanctioned events.

B. For violations, which are counted toward declaration as a habitually disruptive student, consideration will be given to whether a change in the student's schedule is appropriate to address the disruptive behavior.

C. The student and parent/guardian must be notified in writing of each suspension counted toward declaring the student as habitually disruptive. The student and parent/guardian must be notified in writing and by telephone or other means at the home or the place of employment of the parent/guardian of the definition of "habitually disruptive student" and the option to recommend expulsion of such students. This written notification must be provided in a language that the parent/legal guardian can understand.

6-7 Procedures for Expulsion

A. The Board of Education delegates to the Superintendent the authority to expel for any period up to one (1) calendar year a student who does not qualify for admission to

or continued attendance in the school.

B. Procedures for expulsion of a student will be initiated by the school principal's recommendation to the Superintendent or designee. The principal will, at the time of making such recommendation, give to the student and the student's parent/guardian written notice of the recommendation in a language that they can understand. The notice will contain:

    1. A statement of the reasons for the recommended action.

    2. A statement that a hearing on the question of expulsion will be held unless waived by the student or the parent/guardian within ten (10) days for Colorado, fifteen (15) days for Louisiana, and three (3) days for Texas after the date of the notice.

    3. A statement that the student may be present at the hearing to hear the evidence, may have an opportunity to present relevant evidence, and may be accompanied by a parent/guardian and a representative of choice.

C. Unless the student or parent/guardian expressly waives their right to a hearing, the Superintendent or designee shall not expel any child without a hearing at which evidence may be presented in the child's behalf by the parent, an attorney or an advocate of the parent/guardian's choice.

D. Hearings will be conducted by a hearing officer on behalf of the Superintendent. At the hearing, testimony and information will be presented under oath. Technical rules of evidence will not apply. The student, parent/guardian, or representative may question individuals presenting information.

    1. Written statements made by the student may not be used as evidence unless his or her parent/guardian was present at the time it was signed by the student, or school officials had made reasonable attempts to have the parent/guardian present at the time of signing.

    2. For a Level 3 offense, if the hearing officer determines that the student possessed a firearm on school grounds, the recommended consequence shall be expulsion for a duration of one year.

E. The Superintendent will, following review of the recommended action and the report of the hearing officer, act on the recommended expulsion. A written opinion notifying the student and his or her parent/guardian of the action taken shall be issued within five (5) days of the hearing. If the Superintendent determines that the penalty for a Level 3 offense does not merit expulsion for the duration of one year, the written opinion will state the reasons for the exception. The notice shall be in a language that the parent/guardian can understand.

F. The Superintendent will notify the student and his or her parent/guardian of their right to appeal the decision to the Board of Education within ten (10) days of the receipt

of the notice. The notice shall be in a language that the parent/guardian can understand.

G. If an appeal is timely requested, the Board of Education will review the record and offer the opportunity for representatives of the school and the student to make statements to the Board of Education. The Board of Education will:

1. Make a determination of whether there was sufficient evidence to find:

a. That the alleged violation occurred, and
b. Whether the penalty imposed was appropriate.

2. Provide a written decision within five days of the meeting.

3. If it is determined that no violation occurred, all school records pertaining to the expulsion will be expunged from the student's file, and a corrected copy of the student's file will be provided to the student's parent or guardian by mail.

4. If the penalty was not appropriate to the violation, all school records will be revised to indicate only the facts leading to the reduced penalty imposed by the Board of Education.

H. Information will be provided to the parent/guardian of every expelled student regarding educational alternatives available during the period of expulsion. If the parent/guardian desires a home-based educational program, curricula at the appropriate grade level will be made available.

SECTION SEVEN: ANNUAL REVIEW

7-1 Annual Review

1. The school will evaluate and monitor the effectiveness of the school discipline plan using school disciplinary data disaggregated by race, ethnicity, and sex of student. This will allow the school to: identify areas of need; target areas of concern; access professional development, supports, and services; and revise school procedures as needed.

LEGAL REFERENCES:
C.R.S. 22-32-109.1 (general policies on student conduct, safety, and welfare)
C.R.S. 22-32-126(5) (disclosure of disciplinary information)
C.R.S. 22-33-105 (suspension, expulsion, and denial of admission)
C.R.S. 22-33-106 (grounds for suspension, expulsion, and denial of admission)
C.R.S. 22-33-106.3 (student statements used in expulsion hearings)

C.R.S. 22-33-202 (identification of at-risk students)
C.R.S. 18-3-202 through 204 (definitions of first, second, and third degree assault)
C.R.S. 18-8-704 through 706 (witness intimidation and retaliation)
C.R.S. 19-3-304 (Persons Required to Report Child Abuse / Neglect)
C.R.S. 19-1-103 (Child Abuse)
C.R.S. 16-22-102 (Unlawful Sexual Behavior, Unlawful Sexual Contact, Indecent Exposure)
Family Educational and Privacy Rights (FERP) 20 U.S.C. 1232g(h))

JKS – Discipline of Students with Disabilities

Students with disabilities are neither immune from the school's disciplinary process nor entitled to participate in programs when their behavior impairs the education of other students.

Students with disabilities who engage in disruptive activities and/or actions are dangerous to themselves or others will be disciplined in accordance with their Individualized Education Plan (IEP), Section 504 Plan, or any behavioral intervention plan and this policy.

Nothing in this policy shall prohibit an IEP or 504 team from establishing consequences for disruptive or unacceptable behavior as a part of the student's IEP, Section 504 Plan, and/or behavioral intervention plan.

Suspension, Expulsions and Provision of Services

Students with disabilities may be suspended for up to 10 school days in any given school year for violations of the student code of conduct. These 10 days need not be consecutive. During any such suspension, the student shall not receive educational services.

A disciplinary change of placement occurs when a student is removed for more than 10 consecutive school days or subjected to a series of removals that constitute a pattern of removal under governing law.

For students qualifying under IDEA upon the eleventh school day of suspension, or removal when such suspension or removal does not result in a disciplinary change of placement, educational services shall be provided to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the student's educational plan. School staff, in consultation with at least one of the student's teachers, shall determine the educational services to be provided to the student during this period of suspension or removal.

For students under a Section 504 plan, upon the eleventh day of suspension or removal, educational services shall be provided to enable the student to continue to participate in an alternative educational curriculum that would be available to nondisabled students. School staff, in consultation with at least one of the student's teachers, shall determine the educational services to be provided to the student during the period of suspension or removal.

When a student is expelled or subject to removal that results in a disciplinary change of placement, educational services shall be provided as determined by the student's IEP team to enable the student to participate in the general education curriculum, although in another setting, and to progress toward meeting his or her IEP goals.

Prior to expulsion or other disciplinary change in placement, the student's parents shall be notified of the decision to take such disciplinary action and of their procedural safeguards This notification shall occur not later than the date on which such decision is made.

Manifestation Determination

Within ten school days from the date of the decision to take disciplinary action that will result in a disciplinary change of placement, relevant members of the student's IEP team, including the student's parents, or the student's 504 team if IDEA is not applicable, shall review all relevant information in the student's file, including the IEP and/or 504 plan, any teacher observations, and any relevant information provided by the parents, to determine whether the student's behavior was a manifestation of the student's disability.

The team shall determine: (1) whether the student's conduct in question was caused by, or had a direct and substantial relationship to, the student's disability; and (2) whether the student's conduct in questions was the direct result of the school's failure to implement the student's IEP and/or Section 504 plan. If the answer to either of these two questions is "yes," the student's behavior shall be deemed to be a manifestation of the student's disability.

Disciplinary Action for Behavior That is Not a Manifestation

If the team determines that the student's behavior was not a manifestation of the student's disability, disciplinary procedures shall be applied to the student in the same manner as applied to nondisabled students. As stated above, the student shall receive educational services during the period of expulsion or other disciplinary change of placement.

Within a reasonable amount of time after determining that the student's behavior is not a manifestation of the student's disability, the student may receive, as appropriate, a functional behavioral assessment ("FBA"). In addition, a behavioral intervention plan ("BIP") may be developed for the student, as appropriate. If a BIP has already been developed, the BIP may be reviewed and modified, as appropriate.

Disciplinary Action and/or Alternative Placement for Behavior That is a Manifestation

If the team determines that the student's behavior is a manifestation of the student's disability, expulsion proceedings or other disciplinary change of placement will be discontinued. However, the student may be placed in an alternative setting for up to 45 school days as discussed below or the student's placement may be changed for educational reasons as determined by the IEP or 504 team or as otherwise permitted by law.

Within a reasonable amount of time after determining that the student's behavior is a manifestation of the student's disability, the student's IEP or 504 team shall: (1) conduct an FBA of the student, unless an FBA has already been conducted; and (2) implement a BIP for the student. If a BIP has already been developed, the IEP or 504 team shall review it and modify it as necessary to address the student's behavior.

Placement in an Alternative Setting for 45 School Days in Colorado and up to an entire year in Louisiana and Texas

School staff may remove a student with disabilities to an interim alternative setting for not more than 45 school days without regard to the manifestation determination if:

1. The student carried a weapon to school or a school function;
2. The student possessed a weapon at school or a school function;
3. The student possessed or used illegal drugs at school or a school function;
4. The student sold or solicited the sale of a controlled substance at school or a school function;
5. The student inflicted serious bodily injury on another person while at school or a school function; or
6. A hearing officer or court of appropriate jurisdiction so orders.

Such removal to an alternative setting is permissible even if the student's behavior is determined to be a manifestation of the student's disability. The student's IEP or 504 team shall determine the educational services to be provided to the student in the alternative setting.

Students Not Identified as Disabled

Students who have not been identified as disabled shall be subjected to the same disciplinary measures applies to students with disabilities if the school had "knowledge" of the student's disability before the behavior that precipitated the disciplinary action occurred. The school is deemed to have knowledge of the student's disability if:

1. The student's parent has expressed concern in writing to school supervisory or administrative staff, or the student's teacher, that the student is in need of special education and related services;
2. The student's parent has requested an evaluation; or
3. The student's teacher or other school staff have expressed specific concerns about the student's pattern of behavior directly to the school principal or assistant principal.

If a request for evaluation is made during the period the student is subject to disciplinary measures, the evaluation will be expedited. Until the evaluation is completed, the student shall remain in the school's determined educational placement, which can include suspension or expulsion.

The school shall not be deemed to have knowledge that the student is a child with a disability if the parent has not allowed an evaluation of the student, or the student has been evaluated an it

was determined that he or she is not a child with a disability, or the student determined eligible for special education and related services, but the parent refused serviced.

LEGAL REFS.:

20 U.S.C> 1401 et seq. (Individuals with Disabilities Education Improvement Act of 2004)
34 C.F.R300.530-300.537 (IDEIA regulations)
C.R.S. 22-20-101 et seq. (Exceptional Children's Educational Act)
C.R.S. 22-33-106 (1)(c)

JLF – Mandatory Reporting by School Staff

The Colorado Child Protection Act of 1987 states that certain persons, among them any school official or employee who has reasonable cause to know or suspect that a child has been abused or neglected, are required to make an immediate oral report (or cause a report to be made) to the County Department of Human Services in which the child resides, local law enforcement (in instanced of non-interfamilial abuse), or through the statewide reporting hotline system at 1-844-CO-4-KIDS or 1-844-264-5437. The oral report must be followed promptly by a written report (AAL form). It is not the responsibility of school personnel to make a determination if abuse or neglect has occurred. Human Services or local law enforcement will make that decision.

The legal responsibility of the individual school employee who suspects abuse or neglect is not satisfied by reporting that suspicion to other school personnel (unless the individual verifies that the report was actually made by other school staff). If the school employee is uncertain as to whether reasonable cause exists, the employee should nevertheless make a report to human services or law enforcement and allow those agencies to determine whether an investigation is warranted.

Even if suspected abuse involved a case which is very old, and even if the suspected perpetrator is also a minor, a report must be made.

DEFINITION OF CHILD ABUSE AND NEGLECT (C.R.S. 19-1-103)

For purposed of reporting child abuse or neglect is defined as an act or omission in one of the following categories that threatens the health or welfare of a child.

PHYSICAL ABUSE: Any case in which a child exhibits evidence of skin bruising, bleeding, malnutrition, failure to thrive, burns, fracture of any bone, subdural hematoma, soft tissue swelling or death, and either (a) such condition or death is not justifiably explained; (b) the history given concerning such condition or death is at variance with the degree or type of such condition or death; or (c) circumstances indicate that such condition or death may not be the product of accidental occurrence.

SEXUAL ABUSE: Any case in which a child is subjected to unlawful sexual behavior as that term is defined in Colorado law. (See C.R.S. 16-22-102).

EMOTIONAL ABUSE: An identifiable and substantial impairment of the child's intellectual or psychological functioning or development, or substantial risk of impairment of the child's intellectual or psychological functioning or development.

NEGLECT: Any case in which a child is a child in need of services because the child's parents, legal guardians or custodians fails to take the same actions to provide adequate food, clothing, shelter, medical care or supervision that a prudent parent would take.

NEGLECTED OR DEPENDENT CHILD (C.R.S. 19-3-102)

A child is neglected or dependent if:

a. A parent, guardian or legal custodian has abandoned the child or has subjected him to mistreatment or abuse or a parent, guardian or legal custodian has suffered or allowed another to mistreat or abuse the child without taking lawful means to stop such mistreatment or abuse and prevent it from recurring;
b. The child lacks proper parental care through the actions or omissions of the parent, guardian or legal custodian;
c. The child's environment is injurious to his/her welfare;
d. A parent, guardian or legal custodian fails or refused to provide the child with proper or necessary subsistence, education, medical care or any other care necessary for his/her health, guidance or well-being;
e. The child is homeless, without proper care or not domiciled with his/her parent, guardian, or legal custodian through no fault of such parent, guardian, or legal custodian; and
f. The child has run away from home or is otherwise beyond the control of his/her parent, guardian or legal custodian.

IMMUNITY FROM LIABILITY (C.R.S. 19-3-309)

School employees acting in good faith in the making of a report are immune from any liability, civil or criminal, or termination of employment, unless the employee's action is of willful, wanton, and malicious intent.

PENALTY FOR FAILURE TO REPORT (C.R.S. 19-3-304.4)

Any school employee who fails to report or cause a report to be make of suspected cases of child abuse or neglect, commits a Class 3 misdemeanor and may be subject to up to six months in prison and/or a $750 fine. There may also be civil liabilities for damages caused by failure to report. The obligation to report, or cause a report to be make, is that of the person who has reason to know or suspect that child abuse or neglect has occurred.

RELEASING CONFIDENTIAL INFORMATION

In order to effectively report suspected abuse or neglect, district employees will disclose information about the suspected incident, the name and address of the child, family, informant and other identifying information requested by the investigating agency. In accordance with state law, the school principal/designee is required to grant interviews at school with the child who is the subject of a report (that is, the alleged victim) to any representative of either Human Services or law enforcement who displays proper identification.

TEMPORARY CUSTODY OF THE CHILD A law enforcement officer may take a child into temporary custody without a court order. A caseworker may take a child into temporary custody only with a verbal or written court order. Before releasing a child to a caseworker, the principal/designee shall verify the court order by telephoning the clerk of the juvenile court or the judge issuing the order.

DISCIPLINARY ACTION

Employees who fail to fulfill their duties under this regulation may be subject to disciplinary action, including termination of employment.

KB – Parent Communications

The Board of Education believes that the education of each student is a responsibility shared by the school as well as parents. The Board recognizes the need for a constructive partnership between the school and parents that provides for two-way communication and fosters educational support for students and parents. In this policy, the word “parent” also includes guardians and other members of a student’s family involved in the student’s education.

In keeping with these beliefs, it is the intention of the school to cultivate and support active parental involvement.

To that end the Network schools shall:

1. consult with and encourage parents to share in school planning and in the setting of objectives through the School Accountability Committees (SAC).

2. help parents understand the educational process and their role in supporting student achievement.

3. provide opportunities for parents to be informed about their student’s progress toward attaining proficiency on state content standards.

4. provide appropriate avenues for parents to find support in their role.

5. encourage formal organizations for parents at the school building.

6. provide information related to school and parent programs, meetings and other activities to the parents of all children in a format and, to the extent practicable, in a language the parent can understand.

7. provide such other reasonable support for parental involvement activities as parents may request.

The Board also recognizes the special importance of parental involvement to the success of its Title I and Limited English Proficient (LEP) programs and directs the Superintendent or designee to ensure that the Network schools jointly develop with parents written parent involvement policies that meet the requirements of federal law.

LEGAL REFS:

C.R.S. 22-7-301 et seq. (measures to increase parental involvement in public education)
C.R.S. 22-11-302 (1)(g) (duties of the district accountability committee include increasing parent engagement)
C.R.S. 22-11-402 (1)(h) (duties of the school accountability committees include increasing parent engagement)
C.R.S. 22-30.5-109 (publicity regarding educational options)
C.R.S. 22-32-142 (1) (board must adopt parent engagement policy and identify a district employee to act as “point of contact”)

Revised October 7, 2021

Section K: School/Community

Relations Network Policy KBA

NETWORK TITLE I PARENT AND FAMILY ENGAGEMENT

The Board of Directors, pursuant to its authority under Colorado law, hereby adopts this policy. Pursuant to federal law, the Network and the parents and families of students participating in Title I district programs have jointly developed the following parent and family engagement policy. The policy shall be implemented by the Superintendent or designee according to the timeline set forth in the policy and incorporated into the Network's Title I plan.

Involvement with Title I planning
The Network shall ensure that Title I schools will conduct an annual meeting for parents and families of students in Title I schools, as well as school staff, principals of schools receiving Title I funds, and other interested persons to discuss the Title I program plan, review implementation of the Title I plan, discuss how Title I funds allotted for parent and family Engagement activities shall be used, and invite suggestions for improvement.

District support for parent and family engagement
The Network shall provide coordination, technical assistance, and other support necessary to assist participating schools in building the capacity for effective parent and family engagement activities to improve student academic achievement and school performance.

This coordination, assistance, and support shall include:

- The Network will provide technical support to leadership teams in Title I schools as they develop and evaluate the family and community plan as a part of their annual school improvement process.
- The Network will review and monitor the implementation of each Title I school's family and community engagement plan during regularly scheduled site visits. (These visits will take place at least once per year).
- The Network will create partnerships with various community agencies so schools can help their parents know and access available services and resources.
- The Network will communicate to schools the importance of creating and maintaining a welcoming atmosphere for parents and families.
- The Network will support Title I schools in their efforts to eliminate language barriers as they communicate with families.

- Understanding the value and utility of contributions of parents and families.
- Strategies for communication and collaboration with parents and families as equal partners.
- Implementing and coordinating parent programs.
- Building ties between parents and the school.

Student learning
The Network shall coordinate and integrate Title I parent and family engagement strategies with those of other educational programs in the district. The purpose of this coordination shall be to improve the academic quality of the schools served, including identifying challenges to greater participation by parents and families in activities authorized by law, particularly by parents and family members who:

- Are economically disadvantaged
- Have disabilities
- Have limited English proficiency
- Have limited literacy
- Are of any racial or ethnic minority background
- Are parents of immigrant and migratory children

Each Title I school, through the process of developing and evaluating their family and community plan annually, will identify any challenges to meaningful participation of parents and families.

The Network shall provide to parents, as appropriate, information to help them understand the Network's academic content and achievement standards, state and local academic assessments, the requirements of Title I, how to monitor students' academic progress, and how to work with school staff to improve the achievement of students. The Network shall develop written materials and training for staff to help parents and families work with students to improve student achievement.

This will be accomplished by:

- Providing support to schools for conducting training for parents and families to learn about standards, assessments, and improving student achievement.
- Explaining and communicating to parents and families in language that is friendly and understandable.
- Using technology to enhance parent and family access to information.
- Providing brochures and information on ways parents and families can support their child's literacy and mathematical achievement.

School-based parent and family engagement activities

Each Title I school shall encourage parents and families to become involved in activities of the school by:

- Ensuring that communication between home and school is regular, two-way, and understandable.
- Scheduling parent and family functions at different times of the day and different days of the week.
- Welcoming parents and families in the school while seeking and supporting their assistance.
- Encouraging and supporting parents and families in their important role of assisting student learning.
- Providing parents and families with information about services, activities and opportunities offered at the school for them and their children.

Method of communicating with parents and families
All information related to school and parent programs, meetings, and other activities shall be sent to parents and families in a format and, to the extent practicable, in a language the parents can understand.

Annual evaluation
All Title I schools shall conduct, with meaningful involvement of parents and family members, an annual evaluation of the content and effectiveness of this policy. Effectiveness shall be measured in part by improvements in student academic achievement and in school performance.

The evaluation shall specifically address challenges to greater participation by parents and families in activities authorized by law, particularly by parents who:

- Are economically disadvantaged
- Have disabilities
- Have limited English proficiency
- Have limited literacy
- Are of any racial or ethnic minority background
- Are parents of immigrant and migratory children

The Network shall use the findings of the evaluation to design evidence-based strategies for more effective parent and family engagement and to revise, if necessary, this policy.

The Network shall provide such other reasonable support for parent and family engagement activities as parents may request.

Development of school-level Title I parent and family engagement policy

Each school receiving Title I funds shall jointly develop with, agree on, and distribute to parents and family members of students participating in the Title I program (hereafter referred to as "parents") a written school-level Title I parent and family engagement policy in accordance with the requirements of federal law.

The policy shall contain a school-parent compact or agreement that outlines how parents, school staff, and students will share the responsibility of improved student academic achievement and the means by which the school and parents will build and develop a partnership to help students.

Legal

20 U.S.C. 6301 et seq. (Elementary and Secondary Education Act of 1965 as amended by the Every Student Succeeds Act)

Title I, Part A, Section 1112 (a) (parent role in the development of district Title I plan)

Title I, Part A, Section 1112 (e) (information for parents concerning teacher qualifications, assessments and language instruction)

Title I, Part A, Section 1114 (b)(1)(F) (School wide Reform Program must include strategies to increase parent involvement)

Title I, Part A, Section 1114 (b)(2) (eligible school that desires to operate a school wide program must develop a comprehensive plan, with involvement of parents and other community members)

Title I, Part A, Section 1115 (b)(2)(e) (Targeted Assistance Program must include parent involvement strategies)

Title I, Part A, Section 1116 (a) (Parent and family engagement policy)

Title I, Part C, Section 1304 (c)(3) (parent involvement in projects and programs for the education of migratory children)

C.R.S. 22-11-101 et seq. (Education Accountability Act of 2009)

KD-G -- Parent Notification of Employee Conduct

Third Future Schools' (TFS) Board of Directors ("the Board") is committed to maintaining a professional workforce whose conduct conveys respect for themselves, their peers, our students, and the greater community we serve. While federal and state laws, regulations and other district policies impose expectations of staff and prohibitions on their actions, the purpose of this policy is to ensure timely notification to parents of students when TFS learns that an employee has been convicted of certain felony crimes.

The Colorado legislature has provided a list of disqualifying offenses that it determined pose a risk to the educational setting. TFS recognizes that employees accused of committing these offenses are presumed innocent until proven guilty, but TFS understands and respects that these charges can be very concerning to our students and families. Consequently, when TFS receives notice that a current or former employee has been charged or convicted of any of the statutory enumerated offenses, TFS will provide parents and guardians information regarding the charge or conviction. TFS may partner with relevant law enforcement agencies to determine what information should be included in the notice regarding the charge or conviction. Additionally, when TFS receives notice that an employee has been charged with one of these offenses and the underlying allegation implicates or poses an ongoing risk to students, TFS will place the employee on administrative leave. In accordance with state law, all employees convicted of one of these enumerated offenses will immediately be disqualified from continued employment.
Definitions For the purposes of this policy, the following definitions shall apply:
(a)"Employee" means an employee of the school whose employment requires or required the
employee to be in contact with students or whose work area gives or gave the employee access to students. "Employee" includes a former employee if the individual was employed by the school at any time within 12 months before an offense is charged. If a school has contracted with a private entity to operate an online school, the employee of the private entity is deemed to be an employee of the school.

(b) "Parent" means the biological or adoptive parent or the legal guardian or legal custodian of a student enrolled in a school at the time notification is made.

TFS's Responsibility to Monitor Criminal Proceedings: TFS routinely receives reports from the Colorado Bureau of Investigation ("CBI") relating to employees who have previously been subjected to a background check.

If TFS receives a report from the CBI that includes information that an employee has been arrested for any of the crimes listed below, the Executive Director of Schools and Human

Resources shall monitor the criminal proceedings to determine whether the employee is charged with an offense listed below, whether a preliminary hearing has been held if the charge is eligible for a preliminary hearing and the disposition of the charge.

In addition, any time TFS finds good cause to believe that an employee has been convicted of a felony or misdemeanor, other than a misdemeanor traffic offense or traffic infraction subsequent to such employment, TFS shall require the person to submit a complete set of his or her fingerprints for a fingerprint-based criminal history record check.

Crimes that require further monitoring and potential notification to parents are:

1. Felony child abuse; 2. A crime of violence, not including assault in the second degree unless the victim is a child; 3. A felony offense involving unlawful sexual behavior; 4. A felony, where it is alleged that the underlying factual basis of which includes an act of domestic violence; 5. Felony indecent exposure; or 6. A felony drug offense that is a Level 1 or Level 2 drug felony.

Notification Procedure

Within two business days after the preliminary hearing is held, waived or deemed waived by the employee, or within two school days after the date on which the employee is charged if the charged offense is not eligible for a preliminary hearing, TFS shall provide notice to parents.

Notice should be sent to parents of all students who: a) Were enrolled in the school in which the employee is employed or was employed at the time of the alleged offense; or b) TFS has reason to believe that the employee may have had contact with the student as part of the employee's employment with the school.

The notification shall contain:

1. The name of the employee; 2. The employee's position; 3. Whether the employee continues to be employed by TFS; 4. The length of employment with TFS; 5. The alleged offense as set forth in the charging document, including the violation of statute or code; and 6. A statement that, under state and federal law, a person is presumed innocent until proven guilty.

A second notification is required within two school days after the TFS confirms the disposition, or outcome of the charge. The disposition notification shall provide notice to parents of the disposition of the charge and shall be in the same manner as the original notification.

Additional Parameters:

Notifications shall be in the same manner by which TFS notifies parents of important school business, which may include email, other electronic communication, or by first-class mail.

TFS may provide additional information to parents regarding the underling facts or circumstances relating to the charge but shall not disclose the identity of the alleged victim.

Parental notification may be delayed if requested by law enforcement.

Notification must be sent regardless of whether or not the circumstances of the charge occurred when the employee was off duty.

Notification When School is Out of Session: The duty to notify parents of qualifying charges and convictions against employees continues while school is out of session. Accordingly, the TFS Executive Director of Schools shall continue to monitor CBI reports and criminal proceedings during scheduled breaks to ensure notification requirements are met.

Reporting to CDE and CSI:

If an employee of TFS is dismissed or resigns because of an allegation of any one of these enumerated crimes, and such allegation is supported by a preponderance of the evidence, the Board shall notify the Colorado Department of Education ("CDE") and the Colorado Charter School Institute ("CSI"). The Board shall provide any information requested by CDE or CSI concerning the circumstances of the dismissal or resignation. TFS shall notify the employee that information concerning the employee's dismissal or resignation is being forwarded to CDE and CSI unless the notice would conflict with the confidentiality requirements of the "Child Protection Act of 1987", part 3 of article 3 of title 19, C.R.S.

If TFS learns from a source that a current or past employee of TFS has been convicted of, pled guilty to, pled no contest, or has received a deferred sentence or deferred prosecution for any of the above enumerated crimes, TFS shall notify CDE and CSI.

Safe School Plan: This policy is incorporated into TFS's Safe School Plan.

Additional Legal Refs: C.R.S. 22-1-130 (Notice to parents of alleged criminal conduct by school employees – legislative declaration – definitions) C.R.S. 22-30.5-110.5 (information provided to department) C.R.S. 22-30.5-511.5 (Background investigations – prohibition against employing persons – institute charter school employees' information provided to department) C.R.S. 22-32-109.8(6.5) (Prohibition against employing persons)

Policy Ref: ADD-G Safe Schools

TFS Board Policy KE – Public Concerns and Complaints- Revised 20 October 2024

Constructive criticism motivated by a sincere desire to improve the quality of the educational program or to equip the schools to do their tasks more effectively is welcomed by the Board of Directors (Board).

The Board believes that complaints and grievances are best handled and resolved as close to their origin as possible. Therefore, the proper channeling of complaints involving instruction, discipline or learning materials will be as follows:

1. Teacher
2. Principal
3. Superintendent or designee
4. Board of Education

Any complaint about school personnel shall always be referred back through proper administrative channels before it is presented to the Board for consideration and action. When a complaint is made directly to an individual Board member, the procedure outlined below shall be followed, and the grievance process will be started by filing the grievance to this link **tinyurl.com/TFS-grievance**:

The Board member shall refer the person making the complaint to the principal or the Superintendent. [If the person has already made a complaint to the principal or Superintendent and is not satisfied, then the Board member shall ask that the complaint be written and signed. The Board may then choose to hear the complaint or appoint a hearing officer to hear the complaint. The hearing officer will determine how to resolve or conclude the complaint.] The principal/Superintendent or designee shall contact the grievant within 3 business days to hear the outstanding issues and address concerns.

If the person will not personally present the complaint to the principal or Superintendent, the Board member shall then ask that the complaint be written and signed. The Board member may then refer the complaint to the principal or Superintendent for resolution. The principal/Superintendent or designee shall contact the grievant within 3 business days, or submit in writing a response to the grievance.

If at any time the person making a complaint feels that a satisfactory reply has not been received from a principal, that person should be advised to consult with the Superintendent or designee and, if still not satisfied, to request that the complaint be heard by the Board of Directors or by a hearing officer appointed by the Board. This request must be in writing and provide specific detail of the grievance and why the resolution provided by the principal/Superintendent or designee is not appropriate in their viewpoint. Within 10 days of receipt the Board of Directors will respond in writing their decision. If declining

review, the Board's written response to the grievant will explain the reasons for the determination. Issues of employee or student privacy may be addressed in Executive Session, as is legally proper.

If the grievant is not satisfied with the School Board's determination not to review the written grievance or the written resolution reached by the School Board after reviewing the grievance, the grievant may submit its concerns in written format to the Executive Director of the Charter School Institute within five business days from receiving the written decision of the School.

After review, the Institute's Executive Director will publish his/her conclusions in writing within 15 calendar days from receipt of the written concern. The decision of the School's Board will not be overturned unless there are compelling grounds that the School violated an applicable law, regulation, policy, or contract provision. The Institute can be contacted at legalandpolicy_CSI@csi.state.co.us

KDB – Public's Right to Know - Freedom of Information

COLORADO OPEN RECORDS ACT (CORA)

CSI schools should adopt a policy that aligns with the requirements outlined in C.R.S. 24-72-201, et seq. (the "Colorado Open Records Act"). The policy should outline procedures for receiving and responding to CORA requests. This sample policy is intended to be used by CSI Schools in drafting their own CORA policies. While the sample language provides a helpful starting point, each school's policy may be tailored to its own practices and preferences within the confines of the requirements outlines in statute. This document may not be inclusive of everything a school could have in its policy, and schools are encouraged to have all policies reviewed by legal counsel and by CSI prior to adoption.

This regulation applies to all requests submitted pursuant to C.R.S. § 24-72-201 et seq., to inspect public records in the custody or control of SCHOOL. SCHOOL is committed to the guiding principles of openness, transparency, accountability and responsiveness.

This policy is intended to balance the demands of the Colorado Open Records Act (CORA) and SCHOOL's obligations as a public school within the State of Colorado.

Protocols for Requests

Before making a request for records pursuant to this policy, requesters should refer to the school's website, [SCHOOL WEBSITE] to determine if the information sought is posted and publicly available. If there are any questions regarding what type of information is posted on the SCHOOL's website please contact the Custodian of Records (contact information below).

Requests for Records:

SCHOOL is required to produce records in response to qualifying requests made pursuant to CORA. SCHOOL strives to be as transparent as possible; however, not all documents maintained by the school are available for public inspection. Some documents must be kept confidential to respect the privacy of students and families or otherwise comply with relevant federal and state laws. All documents restricted from disclosure under C.R.S. § 24-72-204 shall not be released.

For the fastest and best response, requesters should avoid vaguely worded inquiries. Each request must be as specific, clear, and narrow as possible. Requests should include:

- Requestor's name and mailing address;
- Requestor's phone number or email address so that SCHOOL can contact requestor if clarification is needed;
- A detailed list or description of the specific records sought, including search terms and date range.

A statement explaining the requester's reason for making the request is helpful for SCHOOL to fulfill the request but is not required.

If a request fails to meet these guidelines, the school may be unable to fulfill the request. If more information is needed to process the request, or if the records requested do not exist at the SCHOOL, the SCHOOL will make reasonable efforts to contact the requester at the contact information provided within the timeframe for responding to the request.

Requests to inspect public records must be in writing and mailed or emailed to the Custodian of Records (contact information below). If a request is sent via email to anyone other than the Custodian, or if the Custodian does not accept such an email request, it will not be considered received by SCHOOL.

CORA is not a record retention statute, and the school is not obligated to create records that do not exist or maintain records outside of relevant legal guidelines or school's policy on records retention.

General Questions and Requests for Information

General questions and requests for information that are not submitted in writing pursuant to this policy are not requests for "public records" as defined by the law. Therefore, the school is not required to respond to them according to CORA's specifications. Although it is not required, the school may respond to all such questions and requests for information.

Responses to Requests

Time for response to records requests shall be as follows:

- The normal time for production shall be three (3) working days, beginning on the first business day after the request is received.
- Such period may be extended upon determination by SCHOOL that extenuating circumstances exist. Such period of extension shall not normally exceed seven (7) working days. The requestor shall be notified of the extension within the three-day period.

Requests to inspect records will not take priority over the regular work activities of SCHOOL'S employees. Charges for copies of requested records shall be as follows:

- The normal cost for requested documents shall be $.25 per page or, for documents in non-standard formats, the actual duplication costs. SCHOOL will not charge for the first 25 pages of printing and will not charge a per-page fee for records that are provided in a digital or electronic format.
- SCHOOL may charge a research and retrieval fee based on the actual cost of responding to the request. The hourly rate for employee time is $30 per hour, and there shall be no charge for the first hour of employee time. If the custodian charges research and retrieval fees under this paragraph, copying shall be charged at a rate of $.25 per page.
- Payment must be received prior to the requestor receiving copies. The SCHOOL must accept credit card or other electronic payments if the SCHOOL accepts such payment types for other charges.

If charges are expected to exceed $25, the SCHOOL will provide the requestor with an estimate of the cost of responding prior to responding and may require a deposit. If the requestor wishes to proceed once receiving an estimate, they must respond in writing. By responding in writing, the requestor agrees to pay all fees associated with responding to the request. The time between the date of the custodian's estimate and the receipt by the custodian of a written response to proceed will not be counted against the time period set forth above for responding to the CORA request.

If a requestor wishes to inspect available records in advance of receiving copies, such inspection shall be by appointment only during normal SCHOOL working hours. Such inspection must be supervised by a school representative and the requestor may be charged for any employee time exceeding one hour associated with such inspection.

Manipulation of Records

The school may manipulate existing records to redact or exclude information not subject to disclosure. If the school is required to manipulate data to generate the record, the school may charge an hourly fee that applies in the same manner as the research or retrieval of records. SCHOOL has the right to redact electronic mail addresses, telephone numbers or home addresses on the ground that disclosure to the applicant would be contrary to the public interest.

A record stored in a digital format will be shared via email, or by another mutually-agreed upon method if the size of the record prevents transmission via email. The document will be provided in a searchable or sortable format except when it is not technologically or practically feasible to do so or when it is not feasible to permanently remove any information that is excluded from the request without the use of additional software or programming.

For questions related to CORA requests please contact:

Custodian of Records

INSERT EMAIL

INSERT PHONE

Requests to inspect public records must be in writing to the Custodian of Records. Requests may be mailed or emailed to:

SCHOOL

ATTN: Custodian of Records

INSERT ADDRESS

INSERT EMAIL

Adopted: XXX, 20XX

LEGAL REFS.: CRS 24-71-201 et seq.

KF -- Community Use of School Facilities

Community groups shall be permitted and encouraged to use school facilities for worthwhile purposes when such uses will not interfere with the school program. All arrangements shall be subject to the following provisions:

Eligible Organizations

Organizations connected with and promoting recognized school functions may use the buildings without charge.

Other organizations may use school property upon payment of suitable fees and costs, according to the fee schedule recommended by the Superintendent and approved by the Board of Education. The Board may waive rental or fees for charitable or other nonprofit organizations or groups.

Whenever a community group is permitted to use a school or other facility, at least one school employee must be on hand, paid for by the organization, when in the opinion of principal, it is necessary to supervise the individuals and protect school property. The number of paid employees shall depend on the type of service, number to be served and number of volunteer helpers.

Whenever a cafeteria/common area is used, it shall be under the supervision of a school employee. The group using the facility shall reimburse the school for the salary of the employee.

No school building or facility shall be used for any purpose which could result in picketing, rioting, disturbing the peace or damage to property or for any purpose prohibited by law.

Rental Charges and Approval of Use

Specific regulations for scheduling outside uses of school facilities shall be drawn up by the Superintendent and approved by the Board. Fees for the use of school facilities shall be determined by the Superintendent or designee based upon the rental charges and personnel fees approved by the Board.

The Superintendent or designee, on the basis of this policy and its accompanying regulations, shall approve all rentals of school facilities. The Board must approve any special requests or exception to policy and/or regulations.

Any individual, group or organization using school property as provided under this policy shall hold the Board of Education, individual Board members and all district officers, agents and employees free and harmless from any loss, damage, liability, cost or expense that may arise during or be in any way caused by such use or occupancy. When using school facilities, organizations may be required to furnish satisfactory liability insurance protection.

Legal
C.R.S. 22-32-110 (1)(f)

KF-R – Community Use of School Facilities

Responsibility

The Superintendent or designee will be responsible for the administration of the accompanying policy on community use of school facilities.

The role of the principal will be that of assisting potential users in finding suitable space and providing technical assistance to appropriate building staff upon request as it relates to the rental of their specific building. All rentals of school facilities shall be approved by the principal or designee.

Scheduling

After district activities, have been scheduled, space will be available with attention to broad and equitable use of facilities. All use is subject to the general guidelines and availability of school staff.

The principal will be responsible for notification of the head custodian of the date and time of all building activities and the rooms reserved and for keeping a calendar of all rental commitments and reservations for regular school activities during the year.

Permission for use during the hours of the regular school day or during the period immediately after the closing of school, which in the judgment of the principal may be necessary for school purposes, will be refused.

Application for Use

Written approval will be required for use of a school building or grounds by any group which is not a part of the regular public school program. Such approvals, which are a part of these regulations may be granted for a single use or a limited, continuing use.

The requestor must submit a completed application form for "Building Rental Contract" to the principal for approval, denial, or modification.

Approval will depend upon satisfactory assurance that the use of the school facility will be under the direct supervision of an adult who in the judgment of the principal is responsible and competent to supervise the proposed program or activity. The supervision provided by each renting group must be adequate to ensure that the members of the group remain in the assigned

portion of the facility. If required by school officials, guards or uniformed police also must be provided at the expense of the user.

If approved, the activity will be added to the building master calendar and copies of the application will be completed and distributed to the Superintendent, Board of Education, head custodian, principal and applicant (one copy each).

Cancellation and Revocation

The user must notify the principal if the intended use is cancelled or adjusted. Repeated, short notification of cancellations may result in further building use being denied.

The school reserves the right to cancel building use permits should the space be needed for school or school-related activities. This privilege will be used only when necessary due to unavoidable circumstances. Attempts will be made to offer alternative space. The district may revoke building use at any time. When this occurs, appropriate financial adjustments will be made.

General Regulations

1. Whenever a community group is permitted to use a school or other facility, at least one school employee must be on hand, paid for by the organization, when in the opinion of the principal it is necessary to supervise the individuals and protect school property. The number of paid employees shall depend on the type of service, number to be served and numbers of volunteer helpers.

2. No permit will be transferred to any person or group other than the one to whom issued.

3. Safety
   All applicable fire and safety laws/regulations governing use of school facilities must be observed at all times, including:

    a. School exit lights must be used.
    b. Open flame (including candles) is prohibited.
    c. Room capacity is not exceeded.
    d. Temporary electrical or mechanical modifications are prohibited.
    e. Flammable holiday or other decorations are prohibited.
    f. Stairways, corridors and entrances/exits must be kept free of obstruction at all times.
    g. No equipment, scenery or decorations of any type may be used within the building or on the premises except as specifically provided in the permit. Such equipment, scenery or decorations must be slow burning, must conform to all local and state regulations and must not be attached to the walls, floors or ceilings (except to anchors presently provided).

4. Prohibited Activities

Use or possession of alcoholic beverages and controlled substances. Failure to comply will be dealt with by local law enforcement agencies.

a. Smoking, chewing or any other use of tobacco products within the building or on school grounds in accordance with state law and the Charter Schools Institute on tobacco-free schools. If an individual group does not comply with this policy or these regulations, the group will be denied use of district facilities for a period of no less than 18 months.
b. All disruptive or illegal activity, including obscene language, quarreling or fighting.
c. Gambling.

5. Damage
   The approved party will be responsible for all damages and losses to the building and/or the contents and must indemnify and hold harmless the Board and its employees from any claim resulting from or arising out of the use of the school facilities named in the application or any part of the facilities covered in the application.

6. The Board will not be held responsible for any damage or loss which may occur to non-school property brought on the premises. Such property must be removed from the facility immediately after the use or before such time that the materials will interfere with school activities.

7. Insurance
   School property insurance and comprehensive general liability insurance do not extend to community or other groups using school facilities. The school may require non-school groups to provide certificates of insurance in the following amounts:

   a. All entities must provide a certificate of insurance in the amount of $650,000.

8. Locations
   All applications will be approved for specific rooms. It will be the responsibility of the approved party to restrict the activities of the group to that specific area except for necessary hallways and restrooms. The approved party is responsible for not allowing unauthorized individuals into the approved area or activity. The presence of unauthorized individuals must be reported to the staff manager on duty.

9. Times
   Facility use times will be specified in the application. All groups are expected to vacate the premises by the hour specified. An additional hour rental may be charged for early arrival or late exit. All use permits will terminate by 9 p.m. Exceptions to this may be approved by the principal. No non-school groups will be permitted use of facilities on regularly scheduled school days prior to the ending time for students.

10. Days
    Facilities may be rented Monday through Friday as space is available and as such rental does not interrupt or disturb regular school activities. Saturday and Sunday use of school facilities may be permitted and will be subject to staff availability where applicable. Summer use may be limited due to custodial work schedules.

11. Clean Up
    General clean-up will be the responsibility of the approved party. Rubbish must be removed from the facility immediately after use or before such time, as it will interfere with school activities. Additional fees will be charged for clean up when deemed necessary.

Guidelines for Religious Use

Facilities may be used for religious activities under the following conditions:

1. Church services and religious activities must be conducted at times when school is not in session.
2. Religious objects and symbols must be removed after each use.

Nondiscrimination

All users are subject to laws and regulations applicable to school districts which prohibit discrimination based upon age, sex, national origin, race, color, religion, marital status or handicap.

Rental Categories

Category 1
No rental fee will be charged to the following:

1. School-affiliated groups such as parent-teacher organizations, school-related parent and community groups, or employee groups of an educational, recreational, social or professional nature as approved by the district.
2. Governmental entities using facilities as a polling place.
3. Precinct caucuses.
4. School-affiliated partners that provide services to the school, as approved by the school.

Category 2
A nominal non-refundable fee will be charged the following groups for each application. No additional rental charges will be made if their activities take place when normal supervisory or custodial personnel are present.

1. Community-sponsored groups that do not charge a fee and whose main purpose is to hold an informative meeting that is open to the public (such as League of Women Voters, local neighborhood organizations and recognized community service groups).

2. Community-sponsored youth and senior citizen activities when:

    a. Instructors or supervisors receive no payment for their involvement in that activity
    b. Fees for the activity, if any, provide only for direct non-personnel costs

Category 3
Commercial, private, church and other non-profit groups that do not meet the criteria in Category 2 and for-profit groups and individuals may rent school facilities when their use is compatible with Network schools policy.

Fees
Any of the listed fees may be waived, in advance, by the Superintendent on a case by case basis.

1. Custodial
   Any organization or individual, regardless of classification, will be required to pay the cost of custodial services if use of the facility would result in direct costs to the school. For those facilities where a custodian is regularly on duty during the rental, the user may be charged up to two hours per use at the current custodial salary rate to compensate for additional work required in opening, securing, cleaning, etc., related to the rental.

2. Utilities
   Any organization or individual, regardless of classification, will be required to pay the cost of utilities if use of the facility would result in direct costs to the school.

3. Payment
   All users will be expected to pay rental fees in advance. Organizations that have made prior arrangements with the principal may pay on a monthly basis. Organizations wishing to pay on a monthly basis should submit a request in writing. Failure to pay as per agreement may result in denial of access to the facility and future requests being denied. Checks should be made out to the Network school.

4. Financial Accountability
   It will be the responsibility of the principal to ensure that revenue received for deposit to the appropriate accounts. Fees collected for salaries will be used to reimburse those accounts. Fees collected for facility rental/use will be deposited in the school's activity account.

5. Fee Revision
   All fees are listed in the accompanying exhibit and are designed to reflect these regulations. These fees are subject to review and revision and may be adjusted annually by the Board.

5. Damage Deposits
   Damage Deposits may be required at the discretion of the principal or designee contingent upon the type of activity associated with the rental facility.

Guidelines for Denial of Use

The school reserves the right to deny building use for any reason.
In addition, use will be denied if in the judgment of the Superintendent or his designee the proposed activities would:

1. Jeopardize the equipment and/or facilities of the building
2. Conflict with school activities
3. Be incompatible with the school neighborhood
4. Violate any Board policy or local, state or federal law

Guidelines for Appeal

The applicant may file a written appeal to the Superintendent if a use application has been denied by the principal. Further appeal, if necessary, may be made to the Board of Education.

LEGAL REFS.: C.R.S. 22-32-109 (1)(bb)
C.R.S. 24-10-101 *et seq.*, *Colorado Governmental Immunity Act*
C.R.S. 25-14-103.5
CROSS REF.: ADC, Tobacco-Free Schools

RENTAL RATES
(Rental Rates listed are hourly rates)
Note: The utility fee is set annually by Board of Education on a per hour per zone rate.
If admission is charged, the school use fee will be the hourly rate plus 10% of gross ticket revenue. A damage deposit may be required, and will be collected at the time the rental contract is executed. The damage deposit will be retained for any damages incurred. Should any damage occur beyond the damage deposit, renters will be billed for 100% of the cost to repair any damage incurred that was a direct result of their usage. Renters may also be required to hire security for the event.

Catergory	**1**	**2**	**3**
Classroom			
Elementary School	No Charge	$20.00	$40.00
Middle School	No Charge	$20.00	$40.00
All Purpose Room			
Elementary School	No Charge	$30.00	$70.00
Middle School	No Charge	$30.00	$70.00
*Included auxiliary gym			
Cafeteria/Commons			
Elementary School	No Charge	$30.00	$50.00
Middle School	No Charge	$30.00	$75.00

BILLING
Payments are required ten working days in advance of use. Please pay by check, money order, or cashier's check made payable to Network schools. No cash please. No space can be reserved until a contract is signed. No building will be opened until the fee is paid.

BUILDING RENTAL CONTRACT
Network
schools 431
Sable Blvd.
Aurora, Colorado 80011

Renting Organization_____ Building_____
Person Responsible_____ Telephone_____
Address_____
_____

Date of Use	Time
_____	_____ TO _____
_____	_____ TO _____
_____	_____ TO _____

Facilities Requested	Charge	Total
_____	_____	_____
_____	_____	_____
_____	_____	_____

Personnel Required

_____	_____	_____
_____	_____	_____
_____	_____	_____

Other (Including damage to facilities or equipment)

_____	_____	_____
_____	_____	_____

TOTAL DUE $_____

I have read and agree to follow the conditions of the Building Rental Policy and General Instructions and further guarantee payment of all fees upon presentation of completed application. Application for Network schools facility usage will constitute willingness to comply with all rules and regulations regarding the use of school facilities as prescribed by the Board of Education. The applicant must exercise the utmost care in the use of school premises and agrees to protect, indemnify, and hold harmless Network schools and its officers and employees from any and all claims, liabilities, damages or rights of action directly or indirectly growing out of the use of the premises. In the event of damage to district property or facilities, applicant will accept the estimate of the amount of damage and will pay all repair and/or replacement costs within 30 days of receipt of bill. Applicants will provide certificate of insurance if requested.

_____ _____
(Signature of Renter) (Building Administrator) Date _____

PRIORITY OF USE
First consideration in the use of all school facilities must be the school or school sponsored meetings and programs. All other eligible renters will be considered on a "First request, First Served Basis." Accordingly, when one or a series of users is requested, date adjustment and alternate facilities may be necessary.

BUILDING PROCEDURE FOR FACILITY RENTAL

1. It will be the obligation of the Building Principal to approve or disapprove all requests for facility use.
2. The Building Principal must adhere to the rental rates detailed in School Policy when assigning rental fees to groups who have requested the use of a specific facility.
3. Building Principals must complete the Facility Use Agreement for every group who requests the use of their respective facility.
4. Building Principals will be responsible for maintaining Facility Use Agreements and all corresponding documentation for each rental agreement.
5. Copies of all Facility Use Agreements and any corresponding documentation must be sent to the Superintendent after Principal approval. This documentation will be filed for purposes of insurance and rental fee documentation.
6. Rental fees will be paid directly to the school. The Principal shall deposit these rental fees in the school's activity or executory account.
7. Building Principal must ensure that facility rental does not interfere with school sanctioned activities.

This is not a contract. Contracts are required for all rentals. A contract will be sent once this paper work has been completed.
CONTRACTS MUST BE SIGNED BY BOTH PARTIES TO RESERVE SPACE. **Payments are required at least ten working days in advance of facility use**. **Please pay by check, money order, or cashier's check. No cash please.** NO FACILITIES WILL BE OPEN UNTIL CONTRACT IS SIGNED BY BOTH PARTIES AND FEES ARE PAID.

ADVERTISING
All advertising for activities, which take place in or on the Licensed Property shall include the following statement:

"These activities will take place on property that [name the Grantee] has licensed from the Network schools pursuant to Board of Education Policy KF. Our group has paid a full rental fee for the facility and, therefore, our rental of the facility is not supported by tax dollars. Our use of the school facility represents neither agreement nor disagreement with our group's goals, purposes, or statements by the Board, Administration, or the school."

The Network schools do not provide advertising support for lessee.

KI -- Visitors to Schools

The Board recognizes the importance of engaging the community in our school and the importance of school/community partnerships yet also recognizes concerns for the welfare of students. Therefore, the school limits visitors to:

1. Parents/guardians of current students;
2. Other family members of current students who are approved by the student's parent/guardian; and
3. Board members; and
4. Other persons invited by the principal, the Superintendent or her/his designee or a board member for educational or official business purposes.

In order to ensure that no unauthorized persons enter the building with wrongful intent, all visitors to the schools shall report to the school office when entering, receiving authorization before visiting elsewhere in the building. Authorized visitors may: 1) be required to sign in and out; 2) be given name-tags to wear identifying themselves as visitors; 3) may be required to leave an identification card at the main office while visiting; and 4) be accompanied by a school employee for some or all of the visit. School administrators may approve additional building procedures pertaining to school visitors to preserve proper and safe learning environment.

Visiting a school is a privilege, not a right, which may be limited, denied or revoked by a school administrator or designee based on considerations of student and /or staff safety, efficient school operations, maintenance of a proper educational environment, or failure to comply with this policy.
Loitering, as defined by C.R.S. 18-9-112, shall be prohibited.
LEGAL REFS:
C.R.S. 18-9-109 *(interference with school staff or students)*
C.R.S. 18-9-110 *(trespass, interference at or in public buildings)*
C.R.S. 18-9-112 *(definition of loitering)*
C.R.S. 18-9-117 *(unlawful conduct on public property)*
C.R.S. 18-12-105.5 *(unlawful possession of weapons on school property)*
C.R.S. 22-32-109.1 (7) *(Board must adopt open school policy*

Addendum A-3: Student Outcome and Financial Performance Goals

PARTNERSHIP AGREEMENT BETWEEN
SAN ANTONIO INDEPENDENT SCHOOL DISTRICT AND THIRD FUTURE SCHOOLS

EXHIBIT A – School Performance Contracts

The schools listed in the table below shall be managed by Third Future Schools in accordance with the Partnership Agreement.

Name of School(s)	Partnership School Term	School Renewal Year
Rhodes MS	26-27SY through 28-29SY	27 - 28SY
Tafolla MS	26-27SY through 28-29SY	27 - 28SY
Tafolla College Prep MS	26-27SY through 28-29SY	27 - 28SY

The Superintendent or designee will hold a conference with the operating partner of the campus and establish student achievement targets aligned to the Partnership School's term of renewal. These targets will include goals related to the state accountability standards and the District's school performance framework.

The Board of Trustees delegates authority to the Superintendent or designee to update school performance contracts as needed. Both the Superintendent or designee and the Partner shall inform the District's Board of Trustees and the Partner board of any changes to the Partnership School's goals.

EXHIBIT A: School Performance Contracts (continued)

Third Future Schools Performance Agreement

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

Performance Measure 1 (Campus Overall Rating) is the most important metric in the Academic Excellence section for assessing the academic success of all in-district charter schools. The other performance metrics in this section serve as guideposts to enable the school to achieve its overall rating. A school will be considered as having met the Academic Excellence measure if they meet the overall rating in Performance Measure 1.

Performance Measure 1: Campus Overall Rating*

Academic Metric	Year 1 Goal 2026-27	Year 2 Goal 2027-28	Year 3 Goal 2028-29
TEA Campus Accountability Rating	C	B	B or higher

II. Organizational Strength

Measure	Metric	Description
Charter fidelity	Charter Fidelity using a rubric guided self-assessment tool developed by SAISD	Fulfillment of a school's charter will be assessed on an annual basis by the Office of Partnerships and will be based on whether the school is materially implementing the core components of the charter application. The self-assessment tool is published by the Office of School Leadership and Partnership Services and may include a follow-up site visit or a request for additional evidence of implementation.
Teacher Satisfaction	The campus score for the teacher satisfaction rate must **meet or exceed the district average** on the district-wide teacher survey.	SAISD surveys all teachers each year. The current teacher survey is the TNTP Instructional Culture Insight Survey, which is conducted annually at all schools in the spring. The score for each campus is the average of the school's scores on the 12 domains in the survey.
Parent/Family Satisfaction	The campus score for the parent satisfaction rate must **meet or exceed the district average** on the district-wide family survey.	Currently, the parent survey is a district-produced survey using the questions from the Panorama Family-School Relationships Survey. It is conducted annually at all schools in the spring. The school's score is the average of the school's score on 4 of the domains in the survey. The Family Engagement/Input domain is not included as it was created by SAISD and is not nationally normed.
Student Attendance	The average daily attendance rate for the campus **must meet or exceed the district's yearly overall average.**	Average daily attendance rate for the full school year. This average is calculated by SAISD's Data and Accountability Office.
Student Attrition	Attrition rate will be **less than or equal** to the district average	Attrition rate will be calculated by using the PEIMS snapshot data of the previous school year and calculated by SAISD's Data and Accountability Office.

III. Financial Health

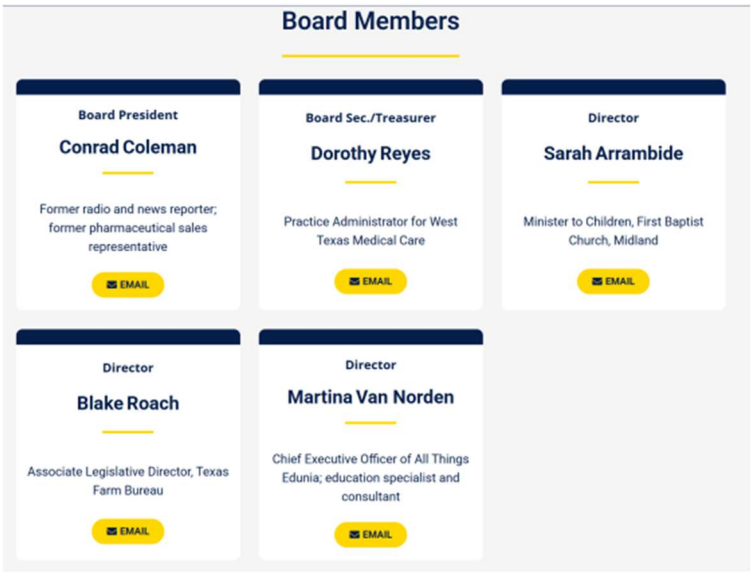
Measure	Metric	Description
Financial Health and Sustainability	Fiscal management practices and implementation of applicable policies and procedures	The school is expected to follow sound fiscal management practices. A campus may be considered to not meet this expectation if the campus did not follow district policies and procedures and applicable state and federal law related to the spending, budgeting, or reporting of any district or campus funds, including money raised through fundraisers.

DRAFT

Annual Financial Audit (1882 Schools)	An **unqualified ("clean") audit** report to the district in accordance with the timeline specified in the partnership agreement.	Senate Bill 1882 partners are required to hire an external accounting firm to conduct an annual financial audit of the partner's nonprofit operations.
Campus Income Statement and Detailed Transaction Ledger	Fiscal management practices, oversight, compliance, and transparency of campus expenditures.	Each campus will submit to District a campus level income statement and a detailed transaction ledger on a semi-annual basis. • Due February 15th each year – Campus income statement and detailed transaction ledger for transactions through Dec. 31st of each school year. • Due August 15th each year - Campus income statement for the full school year and a detailed cumulative transaction ledger for all activity through June 30th. The detailed transaction ledgers must be provided in an excel format and include: • Full budget code • Budget code description • Transaction date • Transaction amount

DRAFT

Addendum A-4: OP Governing Board



ADDENDUM A-4: TFS Governing Board

TFS Board and Subsidiary Board Members -- Oct 2022

TFS Board

Last name	First name	Position on	Term	Term No.	Email	Occupation	Relevant Competencies
Jones	Dwight	President	Jul 21 - Jul 24	2	dwightjones567@gmail.com	Vice President of National Urban	Education policy, strategy,
Clementi	Tammy	Vice President	Jul 21 - Jul 24	2	tammyclementi4127@gmail.com	National Director for Academic	Curriculum and Instruction,
Laband	Scott	Board member	Jul 21 - Jul 24	2	slaband@colordosucceeds.org	President of Colorado Succeeds	Legislation, policy, strategy,
Chu	Dale	Board member	Jan 21 - Jan 24	1	dalechu@me.com	President, DC Strategies	School improvement, effective
Williams	Michael	Board member	Apr 22 - Apr 25	1	mlw@michaellwilliams.com	Former Texas Commissioner of	Education policy and strategy;

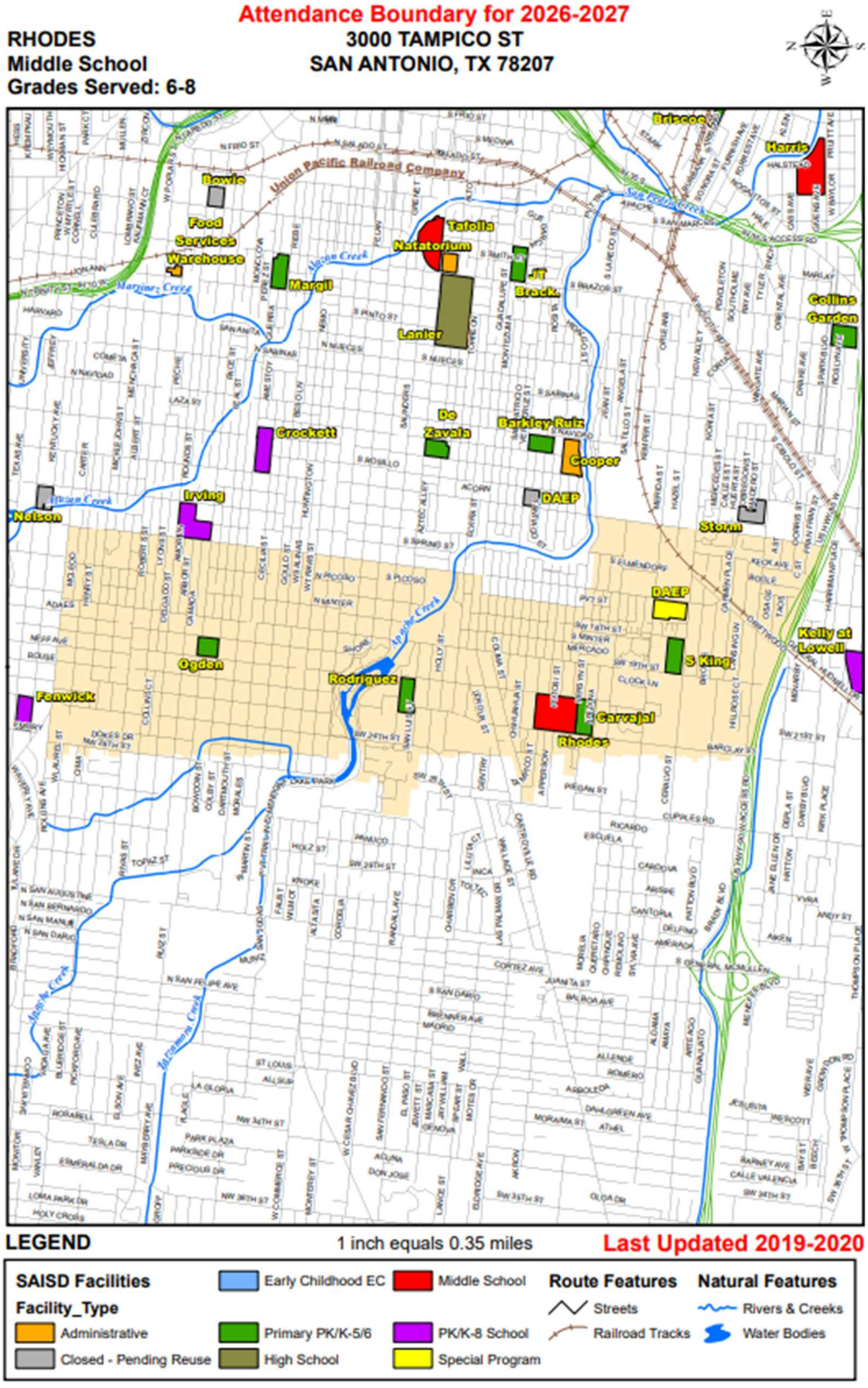
TFS-Colorado Subsidiary Board

Last name	First name	Position on	Term	Term No.	Email	Occupation	Relevant Competencies
Sward-Miller	Jennifer	President	Jun 19 - Jun 22	1	jswardmiller@outlook.com	Manager and Partner, property	Human resources, organizational
Mills	Patrick	Secretary/Treasu	Dec 19 - Dec 22	1	patrick.m.mills@comcast.net	Former Naval Officer and defense	Organizational effectiveness,
Lindimore	Mary	Director	Jul 19 - Jul 22	1	mary.lindimore@gmail.com	Managing Director, Precision P3;	Education policy, research,
Ngola-Trice	Rachel	Director	Aug 19 - Aug 22	2	racheltrice@gmail.com	Vice President of Finance at Cresa	Finance, strategy
Vacant							

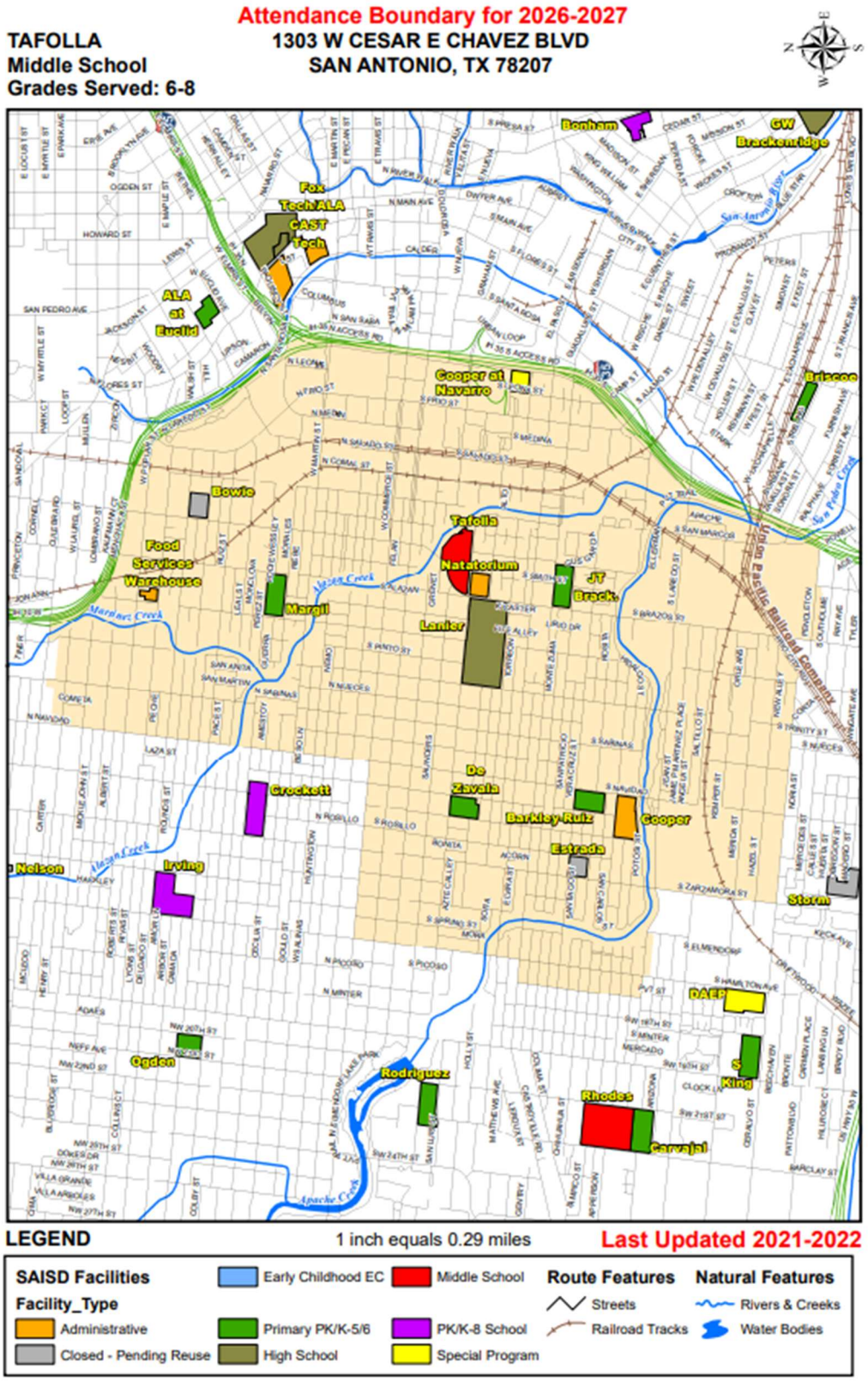
TFS-TX Board

Last name	First name	Position on	Term	Term No.	Email	Occupation	Relevant Competencies
Coleman	Conrad	Board President	Apr 20 - Apr 23	1	crad1998@yahoo.com	Former radio and news reporter;	finance, organizational
Reyes	Dorothy	Board Sec./Treas	Apr 20 - Apr 23	1	Dororeyes8@gmail.com	Practice Administrator for West	Human resources, education policy
Arrambide	Sarah	Director	Nov 20 - Nov 23	1	sarrambide@fbc-midland.org	Minister to Children, First Baptist	Education policy, parent
Van Norden	Martina	Director	Nov 20 - Nov 23	1	teachmrsw@gmail.com	Chief Executive Officer of All	Finance, education policy, program
Vacant							

Addendum A-5: School Attendance Area (page 1 of 2 pages)



Addendum A-5: School Attendance Area (page 2 of 2 pages)



Addendum A-6: OP Charter Proposal (Application)

DRAFT

[Third Future Schools]

Request for Applications

Applicant Information

Name of Applicant Organization	Third Future Schools
Primary Contact Person	Zach Craddock
Mailing Address	431 North Sable Blvd, Aurora, Colorado 80011
Phone Number	719 963 6620
Email	zach.craddock@thirdfuture.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
Jessica Lopez	Chief of Staff, TFS	Operations, leadership, facilities, scheduling, tech, etc.
Dr. Shirley Miles	Chief of Schools, TFS	Leadership, instruction, evaluations, curriculum, administrative coaching, action plans, etc.
James Dworkin	CFO, TFS	Financial planning, A/P, Payroll, Grant management, etc.

We plan to apply as a(n):

☐ **Existing Partner** *(Partners that have operated at least one campus in SAISD prior to submitting this application)*

☑ **New Partner** *(Partners that have campus management experience, but have not previously operated campuses in SAISD)**

** Existing Partners who are proposing to expand or replicate an existing model currently being implemented at a SAISD school should focus responses on how the current model would or would not be impacted by expansion or replication. All responses should explain the approach and plan for scaling and, if needed, how the current model would be changed.*

Does this organization operate any other campuses in the United States?
YES (Complete the next section)

If Yes, complete the following table (*add lines as needed)*:

State	Authorizer	School Name	Year Operation Began	Most Recent School Rating
Colorado	Colorado Charter School Institute	Academy of Advanced Learning	2017	Performance, A
Colorado	Colorado Charter School Institute	Coperni 3	2019	Performance, A

Texas	Midland ISD	Sam Houston Collegiate Prep	2020	A, 2025
Texas	Midland ISD	Lamar Elementary	2023	C, 2025
Texas	Austin ISD	Mendez Middle School	2022	B, 2025
Texas	Beaumont ISD	Jones Clark Elementary	2023	C, 2025
Texas	Beaumont ISD	Fehl-Price Elementary	2023	F, 2025
Texas	Beaumont ISD	Smith Middle School	2023	F, 2025
Texas	Jasper ISD	Parnell Elementary School	2024	B, 2025
LA	Louisiana Dept. of Ed	Prescott Academy	2023	D, 2024
LA	Caddo Parish Schools	Fair Park Middle School	2024	F, 2023
TX	Manor ISD	Manor Middle School	2025	F, 2025
TX	Wichita Falls ISD	Hirschi Middle School	2025	D, 2025

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

No

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

State	Authorizer	Proposed School Name	Application Due Date	Decision Date

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

Yes (complete next section)

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

Planned School Name	City	State	Opening Date
TBD	TBD	LA	TBD
TBD	TBD	TX	TBD

Was this application completed by the operating partner and without assistance from the district or a district assigned vendor?

Yes

School Information

NOTE: Complete this part for each school included in this proposal, and duplicate as needed.
It is acceptable to apply as a Partner without identifying the school.

Proposed School / Campus Name		**Opening Year**	**Grades at Year 1**	**Grades at Capacity**
Herff Elementary		2027-2028	PreK- 5	PreK-5
Proposed Location				
Address of Identified Facility *If applicable.*		**996 S. Hackberry St., San Antonio, Texas 78210**		
Projected Total Student Enrollment Number		**435**		
Projected Demographic Information	**% EcoDis: 96.95%**	**% SpEd: 17.94%**	**% EL: 46.95%**	

Model / Specialty *(Check all that apply):*

- ☐ Alternative
- ☐ Career / Technical Ed.
- ☐ Dual Language
- ☐ STEM
- ☐ Arts
- ☐ College Prep
- ☐ Montessori
- ☐ Blended Learning
- ☐ Disability (list):
- ☑ Other (list): Learning and Differentiated Instruction

Name of Proposed Principal (if known)	
Current Employment	
Phone Number – Day	
Phone Number – Evening	
Email	

Proposed School / Campus Name		**Opening Year**	**Grades at Year 1**	**Grades at Capacity**
Hirsch Elementary		2027-2028	PreK-5	PreK-5
Proposed Location				
Address of Identified Facility *If applicable.*		**4826 Seabreeze, San Antonio, Texas 78220**		
Projected Total Student Enrollment Number		**532**		
Projected Demographic Information	**% EcoDis: 95.31%**	**% SpEd: 18.05%**	**% EL: 4.33%**	

Model / **Specialty** *(Check all that apply):*

- ☐ Alternative
- ☐ Career / Technical Ed.
- ☐ Dual Language
- ☐ STEM
- ☐ Arts
- ☐ College Prep
- ☐ Montessori
- ☐ Blended Learning
- ☐ Disability (list):
- ☑ Other (list): Learning and Differentiated Instruction

Name of Proposed Principal (if known)	
Current Employment	
Phone Number – Day	
Phone Number – Evening	
Email	

Proposed School / Campus Name		**Opening Year**	**Grades at Year 1**	**Grades at Capacity**
Whittier Middle School		2027-2028	6,7,8	6-8
Proposed Location				
Address of Identified Facility *If applicable.*		**2101 Edison Dr., San Antonio, Texas 78201**		
Projected Total Student Enrollment Number		**684**		
Projected Demographic Information	**% EcoDis: 91.40%**	**% SpEd: 18.90%**	**% EL: 40.34%**	

Model / **Specialty** *(Check all that apply):*

- ☐ Alternative
- ☐ Career / Technical Ed.
- ☐ Dual Language
- ☐ STEM
- ☐ Arts
- ☐ College Prep
- ☐ Montessori
- ☐ Blended Learning
- ☐ Disability (list):
- ☑ Other (list): Learning and Differentiated Instruction

Name of Proposed Principal (if known)	
Current Employment	
Phone Number – Day	
Phone Number – Evening	
Email	

Proposed School / Campus Name		Opening Year	Grades at Year 1	Grades at Capacity
Graebner Elementary		2026-2027	EE-5	EE-5
Proposed Location				
Address of Identified Facility *If applicable.*		**530 Hoover Ave., San Antonio, TX 78225**		
Projected Total Student Enrollment Number		**646**		
Projected Demographic Information	**% EcoDis: 94.3%**	**% SpEd: 17%**	**% EL: 37.8%**	

Model / **Specialty** *(Check all that apply):*

- ☐ Alternative
- ☐ Arts
- ☐ Blended Learning
- ☐ Career / Technical Ed.
- ☐ College Prep
- ☐ Disability (list):
- ☐ Dual Language
- ☐ Montessori
- ☐ STEM
- ☑ Other (list): Learning and Differentiated Instruction

Name of Proposed Principal (if known)	
Current Employment	
Phone Number – Day	
Phone Number – Evening	
Email	

Section 1 - School Overview

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

Executive Summary
(Limit: 4 Pages)

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

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

   The vision of Third Future Schools is founded on recognizing that the Year 2035 workplace will require proficiency in the areas of critical thinking, information literacy, computer programming, communication skills, statistics, and learning how to learn– subjects focused on how to think rather than what to think. "Third Future Schools prepares students for college and the modern workplace. Through personalized learning with a focus on critical thinking skills, our schools close achievement gaps and allows every student to reach his/her potential." Third Future Schools' mission and culture are focused on building a high-performance and caring culture that has high expectations and where the main instructional delivery model is personalized learning. "A team of dedicated teachers and leaders, working in a high-performance and caring culture, maintains an intense focus on academic achievement and performance outcomes. Students find success and are engaged through personalized learning, which allows students to work at their own pace and learn in a way suited to their strengths. Third Future Schools holds high expectations for students and staff and believes that everyone can create their future."

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

   Our students' anticipated needs include but are not limited to closing achievement gaps and substantially increasing student proficiency in all core subjects; both of which TFS-TX has proven success. SAISD's student population demographics mirror our TFS schools in Colorado and in Texas. Currently, in Texas, we serve students through an 1882 partnership with Midland ISD as a turnaround partner for Sam Houston Collegiate Preparatory Elementary School. We serve a population primarily comprised of students who qualify for FRL and are English

Language Learners with unique challenges with which we are familiar and successful in supporting. TFS-TX is also operating with Austin ISD serving Mendez MS, Lamar ES in Midland ISD, one campus in Jasper, Texas, Hirschi MS in Wichita Falls ISD and Manor MS in Manor ISD.

3. **Educational Program / Academic Model*.** Provide a brief overview of the educational program of the proposed school, including major instructional methods, assessment strategies, and non-negotiables of the school model. Describe the evidence that demonstrates the school model will be successful in improving academic achievement for the targeted student population.

Our instructional model (entitled LSAE) was designed to specifically narrow achievement gaps. It combines direct instruction with highly differentiated lessons and assignments. All students receive grade-level, direct instruction for the first 40 to 45 minutes of a 90-minute class. This is important because many students in struggling schools rarely receive grade-level activities or assignments. After direct instruction, students take a "demonstration of learning" (DOL) and are then divided into four groups. The "learners (L)," who need more time with the specific objective for that class that day, stay with the teacher and receive more guided instruction and practice. The students who are "securing (S1)" their learning and who need more practice at a slightly higher level, work on a different activity in the classroom. Students who have "secured (S2)" their learning, work on an activity or assignment that is yet more challenging for them. The "accelerated (A)" student receives an even more rigorous assignment. The "secured" and "accelerated" students work in a "team center" outside of the classroom, where learning coaches assist them during the remainder of that class period. This model has proven to significantly narrow achievement gaps for all students who are behind academically, including students challenged by language barriers.

We believe students need to be proficient in Year 2035 competencies to better prepare them for a fundamentally different workplace and world. We call the acquisition of knowledge, perspective, and experiences the Dyad Concept. As a result of this systemic change, all students take an Art of Thinking course, and we collaborate with the community to provide students with key, relevant experiences that add to their understanding of their interests, varying perspectives, and the world. Community members provide instruction in piano, photography, filmmaking, cycling, health and fitness, yoga, Karate, and many others. In addition, students complete a list of requirements that include participation in a team sport, engaging in the performance arts, community service, and travel out of state or out of the country.

As *Attachment 1*, an Executive Summary provides an overview of the proposed plan for the school with a clear and concise description for each component listed above.

* You will have another opportunity in Section 2 below to describe the educational program / academic model in greater detail.

Attachment 1, Executive Summary included? YES (Complete the next section)

Enrollment Summary
(Limit: 2 Pages)

1. Complete the table below, illustrating the growth plan for the school.

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

Grade Level	**Herff, Hirsch, and Whittier** (Combined) Number of Students					
	Year 1 27-28	**Year 2 28-29**	**Year 3 29-30**	**Year 4 30-31**	**Year 5 31-32**	**At Capacity 2032-33**
Pre-K	180	185	195	200	200	200
K	150	160	175	185	200	200
1	120	130	145	150	160	160
2	140	150	165	175	180	180
3	150	160	175	180	185	185
4	150	160	175	180	185	185
5	125	135	150	160	170	170
6	185	195	210	215	215	215
7	200	210	220	225	225	225
8	250	260	270	280	280	280
TOTAL	1650	1745	1885	1950	2000	2000

Grade Level	**(Graebner Elementary) Number of Students**					
	Year 1 26-27	**Year 2 27-28**	**Year 3 28-29**	**Year 4 29-30**	**Year 5 30-31**	**At Capacity 2031-32**
Pre-K	100	100	100	100	100	100
K	75	80	90	95	100	100
1	100	100	100	105	105	105
2	100	100	100	105	105	105
3	100	100	100	100	105	105
4	70	75	80	85	90	100
5	95	100	100	100	100	100
TOTAL	640	655	670	690	705	705

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

Graebner, Herff and Hirsch Elementary serve grades PreK-5. Whittier Middle School currently serves three grades - 6th, 7th, and 8th grades. San Antonio ISD is growing rapidly and coupled with Third Future's past experiences in seeing an increase in enrollment on all campuses in years one, two and three. For Herff, Hirsch and Whittier campuses in 2027-28, we are budgeting for 2000 students. For Graebner Elementary in 2026-27, we are looking at growing an additional 65 students over five years. With conservative estimates, we anticipate increasing enrollment annually and leveling off in year four. We would need to confirm with the District, but we would likely be at capacity in the building by year four. Please note, enrollment can be adjusted when more data is available from the campus. With respect to our growth plan, Third Future uses a host of student recruitment approaches that take place throughout the school year with heavy pushes scheduled strategically from February through October. TFS utilizes community walks and events with flyers distributed by team members on scheduled walks. Phone calls are made to prospective families and recruitment events. Regularly scheduled community events include bar-b-que cookouts that allow families to meet administrators, register students, obtain school shirts, and learn more about the model. TFS also uses social media platforms such as Facebook and X (Twitter). Constant Contact is our listserv tool for email marketing campaigns. TFS staff conduct phone banks for families to check in, register, and answer questions. All these activities are necessary to maintain our high levels of engagement with families and have proven successful in consistently increasing enrollment across the Network.

Section 2 – Educational Program

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

Curriculum and Instructional Design

NOTE: Please enter "District Adoption" if you plan to implement the district-adopted curriculum, by grade level and/or content area.

1. **Provide the following:**

    a. **A guaranteed and viable curriculum aligned to Texas Essential Knowledge and Skills (TEKS) that includes a scope and sequence for each grade level and/or content area to be used at the school(s)**

As with most struggling campuses, the students at the selected campuses are challenged by poverty and language barriers. The students are behind academically, and the achievement gap continues to plague the school. Our instructional model is designed to accelerate academic growth (1.6 times the growth of the average student in the U.S. each year) and thus significantly narrow the achievement gap over time.

Our LSAE model (described above) provides students who are behind more time with guided assignments and students who are at grade level are challenged. LSAE combines direct instruction with highly differentiated and more personalized learning.

The demonstrations of learning (DOL) ensure that student knowledge is assessed every period every day and is at grade level. Teachers analyze these data every

Thursday during PLC and determine the students' academic level and progress for the week. "Extended LSAE" on Fridays, further helps remediate students or extend their learning. Progress is also monitored using IXL and the NWEA MAPs assessments. Lesson objectives and demonstrations of learning are closely aligned with the Texas Essential Knowledge and Skills (TEKS). All teachers have an instructional calendar that breaks out the TEKS by month, providing for a tight scope and sequence for the teachers' lessons.

b. A framework for instructional design and strategies that:

- **reflect the needs of the school's target population**
- **ensure all students meet or exceed the expectations of Texas state standards**
- **promote critical-thinking skills**
- **maximizes instructional time**

The unique LSAE design is also supported by other tried and true practices such as:

● teacher effectiveness being monitored and coached daily,

●more relevant time on task– 184 student-teacher contact days; 90-minute classes in math and reading; a longer school day, and

● requirements for a minimum 500 words of text in each LSAE assignment or word problems in math; students annotating while they read; and the use of multiple response strategies.

The other half of our design model centers around the Dyad Concept. The Dyad Concept is the acquisition of knowledge, perspective, and experiences. It is premised on the notion that a well-rounded education includes knowledge and skills gained from disciplines other than the traditional core subjects and that a person's experiences provide context for perspective and critical thinking.

The students will take the BOY, MOY, and EOY NWEA MAP assessments in reading, math, and science. We take the beginning-of-year test in August; the middle of year test in December; and the end of year test in May. These are nationally normed tests and will help us monitor our progress during the year and help compare our academic growth to students across the nation. We analyze academic growth relative to the average growth a student in the United States demonstrates by mid-year and end-of-year.

Third Future maximizes the use of instructional time. If approved by the District, Graebner Elementary's first day of school will be on August 3, 2026. The last day for students will be May 28, 2027. Accordingly, the dates for the 27-28 school year will be around the same time for the year. This will provide our students with 184 student-teacher contact days. We will also provide a four-week "Fifth Quarter" from June 22 through July 17, 2026 for Graebner Elementary. This fifth quarter is voluntary, but will allow hundreds of students with additional opportunities to narrow gaps or to be enriched. Our students will spend 7.5 hours a day in instruction. We plan to follow the current schedule of an 8:00 a.m. start and a 4:00 p.m. close. Keep in mind that our doors will open at 6:30 a.m. and close at

5:00 p.m.

c. A plan and calendar for providing ongoing professional development to all instructional staff at the campus related to implementation of curriculum and instructional materials

Apart from on-the-job coaching, all teachers and learning coaches attend seventeen (17) professional development days. Nine of those days take place before the start of school during orientation and the remaining eight days take place during the school year (students do not attend on those days). The Superintendent, Chief of Schools, and Directors conduct the training during the nine PD days prior to the start of school. Professional development is made more effective because most of the topics are tied to quality instruction and the teacher evaluation system - 40 percent of which is connected to the quality of instruction.

d. A plan to identify and serve students with learning gaps

Our model addresses perhaps the most problematic aspect of instruction in public schools: the absence of grade level instruction for all students. Our instructional model is essentially a model that differentiates instruction for a given objective and that provides different strategies and support for students who are still learning the objective, securing their knowledge and understanding, accelerated, or at a point where they can move to a topic that more closely aligns with their interests.

We also have ELD teachers who supplement (not replace) the classroom instruction. Depending upon the academic need and a student's scores on the demonstrations of learning or assessments such as DIBELS/TELPAS, that student may be provided reading interventionist support or sessions with an ELD teacher. These sessions are pull-out and take place during the second half of Art of Thinking or ELA class (that way the student still gets grade-level instruction during the first half of class). Special Education students and those qualifying for 504s have a much more tailored experience based on their IEPs and 504s. All special education students spend time in the general education classroom and are given access to grade-level instruction. They then receive additional services based on their IEPs and 504s.

e. A justification for the proposed educational program based in research, theory, and/or experience, including why it is likely to be effective for the anticipated student population

In most struggling schools, assignments are "watered-down," and expectations are lowered. The Opportunity Myth published by The New Teacher Project (TNTP) in September 2018 revealed that "4 out of 10 classrooms with a majority of students of color never received a single grade-level assignment." That is why we start with 40 to 45 minutes of grade-level instruction for all students for every class, every day. Teachers use appropriate scaffolding, but the main content is at grade level.

Regarding the Dyad Concept, there is a growing number of businesses and educational organizations making the case for teaching different skills that will figure prominently in the future workplace (in addition to and not a replacement for reading and math skills). In a McKinsey and Company report from December 2017 entitled *Jobs Lost, Jobs Gained: Workforce Transitions in a Time of Automation*, the renowned economic analysis firm noted that "Workers of the future will spend more time on activities that machines are less capable of, such as managing people, applying expertise, and communicating with others. They will spend less time on predictable physical activities, and on collecting and processing data, where machines already exceed human performance." They added that "the skills and capabilities required will also shift, requiring more social and emotional skills, and more advanced cognitive capabilities, such as logical reasoning and creativity." More recently, in October 2021, an American Succeeds report, *The High Demand for Durable Skills*, reinforced the belief that students need additional skills: "In an era when technical skills are evolving at an unprecedented pace, there is an important set of durable soft skills that last a lifetime and power entire careers. Durable skills are a combination of how you use what you know - skills like critical thinking, communication, collaboration, and creativity, as well as character skills like fortitude, growth mindset, and leadership. Regardless of an individual's pathway, educational attainment level, or geography, durable skills are in high demand by employers."

Our Dyad Concept, including the Art of Thinking classes, is designed to prepare students for a fundamentally different world and workplace - the one being described by McKinsey, America Succeeds, and others. Even if we significantly narrow the achievement gap for our students, they may be facing yet another gap: the Year 2035 competencies gap. We plan to

help the SAISD students with both gaps.

The other core strategy in our education program is differentiation. The research base for this strategy is also well-developed. Research on differentiation shows that this method benefits students with varying degrees of academic abilities from those with learning disabilities to those who are advanced. Carol Ann Tomlinson is known for her work in differentiation and provides strong evidence of its effectiveness in *How to Differentiate Instruction in Academically Diverse Classrooms* (Tomlinson, ASCD, 2017). Tomlinson and David Sousa also showed how neuroscience supports this educational program in *Differentiation and the Brain* (Sousa and Tomlinson, Solution Tree Progress, 2011). Our program will support students at Graebner, Herff, Hirsch and Whittier who are in classrooms where the range of academic abilities varies.

Beyond academic research, we have nine years of proven experience that demonstrate conclusively that the model works for all students.

Assessment and Evaluation

NOTE: Please enter "District Adoption" if you plan to implement the district-adopted assessment, by grade level and/or content area.

2. Provide the following:

a. Annual student performance goals that include targets aligned with the state accountability system.

Annual academic student performance goals: The selected campuses will be focused on academic achievement and understands that student academic success, including closing the achievement gap, is one of our two foundational missions (the other is preparing students for a Year 2035 workplace and world). The following academic performance metrics will drive our work:

1) The selected campuses will achieve an overall score of over 70 on the 2026- 2027 School Report Card of the State accountability system.

a) The "School Progress" score will be over 70

b) The "Closing the Gap" score will be over 70

2) In the 2026-2027 school year, the students will grow 1.7 times the average U.S. growth in reading as measured by the NWEA MAP assessment and using the mean RIT score for each grade.

b. A plan to implement and interpret interim assessments that measure academic progress – of individual students and student cohorts – throughout the school year throughout the school year.

Monitoring progress: To achieve our academic goals, all students will be assessed in the NWEA MAPs tests in reading, math, and science. All students will take the NWEA MAP beginning-of-year, middle-of-year and end-of-year assessments. In this way we can gauge our growth in reading, math, and science. Most important, however, is monitoring our students' daily progress in all the content areas through the "demonstrations of learning."

Students who are not making sufficient progress after good, first instruction are provided more supports such as time with a reading interventionist or small group math tutoring. Student achievement data (aggregate) is shared with the community through Town Hall meetings, in public TFS-TX and San Antonio ISD board meetings and posted on the SAISD and TFS-TX websites.

c. A plan and system for collecting and analyzing student academic achievement data, reporting the data to the school community, and using the data to refine and improve instruction (including dedicated time for providing training and support to school leadership and teachers)

All teachers and school leaders will be trained in how to write and administer

effective daily DOLs. They will also be trained in how to conduct PLCs and use the DOL information to improve instruction and provide interventions. The initial training will take place in the summer before school starts, but in our model, professional development is mostly on-the-job and continual.

Beyond the DOL information and information gathered around the quality of instruction in every classroom, we use the NWEA reports and analyses to analyze student progress and to determine appropriate interventions for students or professional development needs for staff. The Superintendent, Chief of Schools, and the school leadership team will be responsible for analyzing data and guiding the teachers in the use of the data. Superintendent Craddock and the Chief of Schools are skilled in data analysis and will train the school leadership team in gathering the reports, analyzing them, and using the data to improve instruction and provide appropriate interventions.

d. The corrective actions that the school and network (if applicable) will take if either falls short of the goals at any level, including explanation of what would trigger such actions and who would implement them

In some cases, the quality of instruction does not meet our high expectations, and the teacher continues to struggle to raise student proficiency. In those cases, we look closely at the NWEA, DIBELS, and classroom observation mid-year data. More support and coaching are provided. If the end-of-year data does not meet our expectations, then the teacher's contract will not be renewed. The Director of Schools and the Principal will make that decision. At the school level, we will look closely at all the elements of the leadership team's evaluation instrument– achievement data, accomplishment of the school action plan, the overall quality of instruction, climate surveys, and an analysis of the systemic factors (the school system review).

As part of the system review, we analyze the building culture, ability to implement change, staff and leadership capacity, and the maturity and effectiveness of instructional processes and operations. We also will have gathered a lot of information through our continual presence in the school and on-the-job coaching of the leadership team.

High School Graduation Requirements *(High Schools Only)*

3. Provide the following:

a. As *Attachment 2,* exit standards for graduating students. These should clearly set forth what students in the last grade served will know and be able to do and ensure student readiness for college or other post-secondary opportunities (e.g., trade school, military service, or entering the workforce)

Attachment 2, Graduation Standards included? Not Applicable

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

Special Populations and At-Risk Students

4. Provide the following:

a. An explanation of evidence from which the projection of anticipated special populations was derived

Anticipated special population numbers were provided by the TEA website.

b. An explanation of the organization's experience in, understanding of, and capacity to fulfill state and federal obligations and requirements pertaining to students with disabilities, and Emergent Bilinguals.

The administration of the selected schools will meet the needs of all students with disabilities and comply with all regulations of the IDEA and Texas law, specifically the Texas Administrative Code (TAC), Title 19, Chapter 89. We would like to work in close partnership with the District in all special education areas. We have on staff a Special Programs Director to ensure we comply with District policy and State regulations. Additionally, Zach Craddock, Superintendent, served as the Director of Special Services for a district in Colorado and more recently has been working with our 1882 partners in Texas for three years. He will provide additional expertise with regard to meeting the needs of Special Education, ELL, and gifted students. We have processes in place to meet the needs of our special populations in our six Texas schools and will follow similar processes in San Antonio ISD.

We will hire licensed special education teachers who can provide the services outlined in the student's IEPs and 504s. The selected schools will be staffed to appropriately meet all direct services minutes. All special education teachers will be licensed by Texas and hold the special education generalist certification. We will ensure we identify a strong and effective admission, review, and if appropriate, individualized education program (IEP) and placement. Full individual and initial general education referral and screening system.

Our budget starts with three full-time special education teachers, but we will make budget adjustments should additional support be required. We will also work with

the District to obtain contractual services for related services. This includes speech, OT, PT, mental health services, school psychologist/social work, audiology, cognitive testing, and assistive technology to include direct and indirect services with stated related services. All related service minutes, to include direct and indirect services, will be met by licensed and credentialed staff in accordance with the IEP that the ARD establishes.

As with special needs students, the school will work closely with San Antonio ISD to support English Language Learners. We will use the home language survey that the District uses for all new students enrolling in our school. We will ensure we have a language proficiency assessment committee formed in accordance with the Texas Administrative Code (TAC), Title 19, Chapter 89, subchapter BB, section 32 1220.

c. A plan for providing services to students with special needs, including how you ensure these students:

- **are appropriately identified**
- **are served in the least-restrictive environment possible**
- **have appropriate access to the general education curriculum and schoolwide educational, extra-curricular, and culture-building activities in ways that support their development**
- **receive required and appropriate support services as outlined in their Individualized Education Plans and 504 plans**
- **participate in standardized testing**

Third Future will comply with all regulations of the IDEA and Texas laws, specifically the Texas Administrative Code (TAC), Title 19, Chapter 89. We would like to work in close partnership with the District in all special education areas. The TFS Network will support the school leadership to ensure we comply with District policy and State regulations. Third Future consistently meets the requirements of Texas House Bill 4545 for students who do not pass the STAAR reading exam. Many of our SPED and ELL students will need to have individual learning plans revised as a result.

We will hire licensed special education teachers who can provide the services outlined in the students' IEPs and 504s. The selected schools will be staffed to appropriately meet all direct services minutes. All special education teachers will be licensed by Texas and hold the special education generalist certification. We will identify a strong and effective admission, review, and dismissal (ARD) committee to make decisions regarding a student's initial eligibility determination and, if appropriate, individualized education program (IEP) and placement. Full individual and initial evaluations will be conducted pursuant to the TAC, and the school will follow Wichita Falls ISD's general education referral and screening system. We will also work with the District to obtain contractual services for related services. This includes speech, OT, PT, mental health services, school psychologist/social work, audiology, cognitive testing, and assistive technology-to include direct and indirect services with stated related services. All related service minutes, to include direct and indirect services, will be met by licensed and credentialed staff in accordance with the IEP that the ARD establishes.

We intend to integrate students with disabilities into the fabric of everyday school life and the school's personalized learning model. We believe that with meaningful inclusion in high-quality programs where students are provided with individualized and

appropriate support, holding high expectations, and using evidence-based services (Multi-Tiered System of Supports), children with disabilities can reach their full potential.

The selected schools' students will be placed in the least restrictive environment and participate in the Dyad program to ensure access to perspectives and experiences. Students with special needs participate in standardized testing including STAAR. The selected schools will not discriminate based on eligibility category but instead look at each student's individual need (IEP) and determine the best course of action and services.

It is also our intention to build a culture of inclusion from the "ground up." While building a culture of inclusion must be supported by empirical and legal foundations, it will also require a community-based approach-- one that brings families, advocates, developmental specialists, early childhood programs, schools, and District leaders together. In addition, building a culture of inclusion within the school requires a strong partnership between the general education teachers and the special education teachers.

Students who need additional interventions will receive instruction and supports from our reading interventionist and ELD interventionists. If a student with learning gaps is also a special education student, we will ensure the IEP and/or student learning plan includes narrowing learning gaps. Each of our SPED teachers will have a support teacher, who will help with the administrative requirements so that the SPED teacher may focus on providing services including strong instructional support.

d. A plan for providing services to Emergent Bilinguals (EBs), including:

- **methods for appropriate identification of EBs**
- **specific instructional programs, practices, and strategies the school will employ to ensure academic success and equitable access to the general education curriculum and core academic program for these students**
- **plans for monitoring and evaluating student progress and success of EBs and for exiting them from services**
- **a plan for including EBs in standardized testing and schoolwide educational, extra-curricular, and culture-building activities**

According to TEA data, 40.45 percent of the Whittier MS students are English Language Learners and approximately 18 percent of the students receive special education services. Our first task will be to ensure that we do not buy into the "soft bigotry of low expectations." Thus, we will integrate our special populations into the rigorous instructional model and the school's personalized learning model.

We believe that with meaningful inclusion in high-quality programs where students are provided with individualized and appropriate support, holding high expectations, and using evidence-based services (Multi-Tiered System of Supports), children with disabilities and those challenged by language barriers can reach their full potential. Then we provide highly differentiated lesson activities and assignments so that students with learning gaps in a particular area receive more time and guidance, including direct instruction, from the teacher.

If a student with learning gaps is also a special education student, we

will ensure the IEP and/or student learning plan includes narrowing learning gaps. Each of our SPED teachers will have a support teacher, who will help with the administrative requirements so that the SPED teacher may focus on providing services including strong instructional support. The model also strengthens the traditional MTSS approach. Student academic deficiencies or "learning gaps" are identified immediately in every core class because of the daily demonstration of learning and analyzed again in the weekly Professional Learning Community (PLC) held each Thursday.

e. Optional: Provide additional plans for any other special population you have identified relevant to your application.

We would like to partner with San Antonio ISD to serve gifted and talented students. Students who are already identified as gifted will continue to hold that moniker until and unless formally exited from the gifted program. We will use the District assessment to identify new gifted and talented students and will abide by District policies and regulations. We will also identify gifted students after the start of the school year once we receive results from our beginning-of-year assessments, NWEA MAP exams.

Per the Texas State Plan for gifted students, prior to assignment in the program, teachers who provide instruction and services that are a part of the program for gifted students will have a minimum of 30 hours of staff development that includes nature and needs of gifted/talented students, assessing student needs, and curriculum and instruction for gifted students. Administrators will also receive training in gifted education that includes the nature and needs of gifted/talented students and program options. In any case, a gifted student's program will be personalized and developed in conjunction with the student and parents.

Student Recruitment and Retention

5. Provide and answer the following:

a. A student recruitment, marketing, and retention plan.

- **What is the timeline for the implementation of this plan?**
- **How will you ensure all interested students and families, including those in poverty, students who have struggled academically, students with disabilities, and other youth at risk of academic failure, are equally included in this plan?**
- **What is your plan for student retention? Describe how you will retain existing students, identifying key strategies, systems, and staff responsibilities.**

We will work in partnership with San Antonio ISD to enroll students at Graebner, Herff, Hirsch Elementary and Whittier Middle School. Each

campus will enroll students from the attendance zone established by the District. Our intent is to serve the students in the community and give priority to the current families attending those campuses. We will accept students from outside the attendance area if we have space. In the 2025-2026 school year, the selected campuses enrolled over 600 6th, 7th, and 8th graders. As soon as the District gives us the greenlight to advertise, we will host a series of town hall meetings to explain how we will raise achievement and provide numerous opportunities with our Dyad classes. Our town hall meetings will be conducted both in-person and via Zoom with a Spanish translator participating. We will also conduct community walks and pass out flyers. Marketing via Constant Contact will also be a part of our communications plan to recruit students. Recruitment for the following year (2026-2027 school year) will begin as soon as Third Future Schools begins to operate the selected schools or we are given approval from the district.

Additionally, if the student performance data indicates that the student is an "excellent" or "good" candidate for retention, we will hold a conference with the student and his parents to let them know that
he will be retained for the following school year. We will use multiple indicators or a body of evidence. The body of evidence will consist of state assessment scores, DIBELS reading assessment scores, NWEA MAP scores, teacher observations, parent support, student attendance, and Lights Retention Scale. The RTI committee will review the data and make a recommendation for promotion or retention.Communicating with parents early and often is crucial. The key will be to prove to our community that their students can thrive at our school.

NOTE: **All schools must follow SAISD policies and procedures for enrollment.** Applicants should review **SAISD enrollment policies and procedures** before completing this section. You may also email any questions to Dr. Melissa Alcala at malcala1@saisd.net

School Culture and Discipline

6. Provide the following:

a. A vision for school culture or ethos that will promote high expectations, a positive and safe academic environment, and shared ownership of intellectual and social development for all students, including those with special needs, EBs, and students at risk of academic failure

The culture and climate center on our Core Beliefs, the first two of which are 1) all students can learn and reach his or her potential and 2) effective teachers make the most difference in student academic performance. How these Core Beliefs manifest themselves in the day-to-day behaviors of staff and students starts the agenda of every professional development. They are also integrated in our action plans and climate surveys. As we do throughout our Network, we will build a

high-performance culture at the selected schools. The development of our high performance culture starts with the recruitment process and the employee contract that outlines the school's beliefs, values, priorities, and expectations.

b. A plan for establishing the intended culture for students, teachers, administrators, and parents from the first day of school and throughout the school year and proposed mechanisms for monitoring and maintaining campus climate

A targeted plan for establishing the intended culture for students, teachers, administrators, and parental engagement will be created with the unique needs of the selected schools. Within three weeks before or after the start of school, the selected schools' staff will engage every family to discuss their child's learning profile and to develop the Student Learning Plan. In this way, the parents will be more engaged in their child's performance at school from the very start. The teachers will communicate with parents when students are not making sufficient progress on their SLP or if the SLP needs to be adjusted. The selected schools' schedule and calendar will also strengthen the partnership with families. Our flexible morning schedule (we open at 6:30 a.m.) is designed to support parents and caters to their unique work schedule or transportation situation. Our three parent-teacher conferences will also be conducted in a way that caters to our parents' work schedules. Each set of conferences will take place over three days and two evenings. Parents will be able to sign up for a time that fits their schedule. School will still be in session so students will not lose instructional time and will be available to attend the conference with the parents and teacher.

Our student habits of success program is another way the campuses will strengthen the school-family partnership. We will invite selected parents to our monthly celebrations to recognize students who have demonstrated their habits of success or strong academic growth. We will also hold an academic awards assembly in January and May of each year.

c. A plan to create an inclusive and welcoming environment that will engage families in

There is no requirement for parents to volunteer at the school. We recognize that many of our parents will not be in a position to volunteer. We, however, will encourage parents to volunteer and will keep an updated list of specific ways parents can help at the school. The most significant would be to serve on the Parent Advisory Committee (PAC). The PAC will have tremendous ability to provide input and shape the operations of the school to better engage parents and support the school-parent partnership. The selected schools will also administer an annual parent survey. The principal will be responsible for administering the survey, compiling results and analyzing the results. The first survey will be taken in May of 2028. The Superintendent and school leadership will use the results to improve school-family relations for the following year.

d. A system of proactive and responsive student support services (e.g., counseling, mentoring, external service referrals) to meet student needs

Our system of proactive and responsive student support services includes contracting for counseling services and incorporating tiered supports for students such as small group counseling or external referrals. We will work closely with the

district on the well-being of students and provide any wrap-around services available.

Graebner, Herff, and Hirsch Elementary and Whittier schools will partner with community organizations to support after-school activities, mentoring and tutoring services, wrap-around services, and other resources to help our students' success. We will partner with parents to develop individualized learning plans and to help parents monitor the progress of their child in meeting clearly defined outcomes. In conjunction with our proactive and responsive student support services, the TFS approach to making our school safe involves:

- establishing clear and high behavioral expectations for conduct and behavior,
- promoting positive student behavior,
- preventing inappropriate behavior (habits of success),
- ensure consistency and equitable treatment for all students,
- providing early and ongoing interventions, and
- Practicing progressive discipline by addressing inappropriate behavior with appropriate consequences.

e. As *Attachment 3*, a student discipline policy, or code of conduct that:

- **provides the following appropriate and effective strategies to support a safe, orderly school climate and fulfillment of educational goals**
- **promotes a strong school culture while respecting student rights**
- **addresses legally sound policies for student discipline, suspension, and expulsion, including how these policies protect students' rights to due process**
- **includes systems and processes for tracking discipline referrals and interventions to identify trends and adapt activities accordingly**

Attachment 3, Discipline Policy included? YES (Complete the next section)

Please see Attachment 3- TFS Discipline Policy.

Discipline referrals and interventions will be tracked using the District's student information system, which we will adopt. Currently we are in the process of implementing three new SISs in Texas and Louisiana. If the District prefers us to have a separate system, we will most likely use Infinite Campus or PowerSchool that will help us keep track of discipline data and assist us in analyzing trends or concerns with groups of students which will allow us to improve how we are supporting students to grow and maintain a positive school climate.

NOTE: **Approved partner organizations must follow SAISD Board Policy on student discipline, including the FO series of policies [https://pol.tasb.org/Policy/Section/176?filter=F].** Partners are encouraged to also follow the SAISD Code of Conduct in full. If applicants are proposing to not follow the SAISD Code of Conduct, a brief rationale must be provided.

Section 3 – Governance, Operating Plan, and Capacity

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

Organizational Structure

7. Provide the following:

a. As *Attachment 4*, an organizational chart that indicates all positions and lines of authority.

Attachment 4, Organizational Chart included? YES

b. The name(s), title(s), and a description of the daily responsibilities of the person(s) employed by the operating partner that will be responsible for the management of each campus:

Name	**Title**	**Date Started with Organization**	**Campus to be Managed**	**Description of Daily Responsibilities** *(indicate the person who will be the principal's direct supervisor here)*
Zach Craddock	Superintendent	2016	Graebner, Herff, Hirsch and Whittier	Oversight of all areas
Dr. Shirley Miles	Chief of Schools	2022	Graebner, Herff, Hirsch and Whittier	Co-founder and oversight of all areas
Jill McCall	Senior Director	2023	Graebner, Herff, Hirsch and Whittier	Compliance, District liaison, regulatory affairs

c. The proposed school's legal status (e.g., non-profit and federal tax exempt) and structure that comply with TEC 12.101(a).

Third Future Schools is a registered 501c3 in Texas. Documentation can be provided by request. According to statutory requirements, the selected campuses will be governed by the TFS-TX Board of Directors which will be a 501c3 non-profit, tax-exempt organization.

Governing Board

8. Provide evidence of the following:

a. The independence of the board as it relates to the authorizer

We believe strongly in the "partnership" part of the 1882 partnership rules outlined in Texas Education Code 11.174. While these three schools will be overseen by our Board of Directors that must be independent from the SAISD Board of Directors, we understand that Graebner, Herff, Hirsch and Whittier are still part of San Antonio ISD and an integral part of the community. We will be

operators who work closely with San Antonio ISD to improve outcomes for students and will be accountable to both our Board and ultimately, San Antonio ISD for accomplishing the academic and performance expectations outlined in the contract with the District.

Should the San Antonio ISD Board approve entering an 1882 partnership with Third Future Schools, we will engage the District in writing a management contract that meets the criteria established by TEC 11.174. We will enter into service-level agreements with the District in the spirit of partnership and doing what is best for the students. We operate with full transparency and encourage multiple visits to the campuses by the San Antonio ISD leadership team and Board members. We will provide briefings to the District oversight team and will present information or make ourselves available for questions at any and all Board meetings upon request.

b. Plans for the board to evaluate the success of the school(s) and school leader(s), including planned frequency of meetings and standing committees:

The Board will monitor performance goals in three main ways:

1) The Superintendent, Chief of Schools, Director of Schools and Principal will create a "School Action Plan" with specific goals and performance metrics as well as specific actions that the school will take to accomplish the goals. The Board will receive a briefing at mid-year and end-of-year on the school's progress and success in accomplishing the goals. The metrics tied to the School Action Plan are part of the Principal's evaluation.

2) The Superintendent will provide an update at each Board meeting on student academic achievement and the improvement of the quality of instruction.

3) The Board will evaluate the Superintendent annually using agreed-upon performance goals.

By practice, the TFS-Texas Board is briefed on student achievement, the quality of instruction, or other performance goals for every school every meeting. This keeps the focus on the main thing. All members of the TFS-Texas Board completed Lone Star Governance training conducted by the Texas Education Agency in March of 2021. They have all been through Board orientation and have had two summer retreats for vision and strategy setting and professional development. TFS-TX board members and leadership team will attend all required TEA trainings. New members are required to complete Texas Open Meetings Law and Public Information Act training within 90 days of joining the board. TFS-TX board members are kept apprised of training opportunities through TEA, the Texas District Charter Association, Empower Schools, and other district and charter school advocacy organizations.

Our Board of Directors meets the requirements of TAC 19, Chapter 97 and TEC 11.174. The Board has five members, have undergone Lone Star Governance training, attest to not having any conflicts of interest, live in Texas, employ and evaluate at least one full time equivalent dedicated to managing the campus, approve the budget, and ensure compliance with applicable restrictions on the

use of state and federal funds. Our Board meets monthly and closely follows the Texas Open Meetings Act. As with our other partners, we prefer to have our key District collaborators attend the Board meetings.

c. As *Attachment 5*, appropriate bylaws, proposed Code of Ethics and Conflict of Interest policy/procedures, and completed and signed statements of assurances that will minimize real or perceived conflicts

Attachment 5, Governing Board Documents included? YES

d. As *Attachment 6*, a Governing Board Member Information Sheet and resume for each Board Member.

Attachment 6, Governing Board Member Information Sheet included? YES

e. A description of how the governing board members' knowledge and skills make them qualified to oversee a successful charter school, including educational, financial, legal, and community experience and expertise

TFS-TX board members will regularly participate in trainings and events to sustain board membership and knowledge of education, finance, policy, governance, and community engagement. All TFS-TX board members bring extensive experience in education, state and federal legislative initiatives, policy and legal, finance and are established contributors in their local communities providing an exceptional diversity of 48 individuals with talented skill sets.

f. A plan and timeline for board member recruitment (including the desired experience and qualifications of future board members), initial board member training, expansion, orientation of new members, and ongoing training for members

High quality potential board candidates are continuously interviewed and available in the event current board members are required to resign from the board due to extenuating circumstances. Board members may serve two consecutive three-year terms. Four Board members are in their third year, and one is in his first after Commissioner Michael Williams transitioned to serve on the TFS National Board. The Bylaws outline a specific process to fill any vacancy that the Board may have in the future. Essentially, the Board fills its own vacancies by nomination and agreement of at least a majority of the Board members.

g. Sufficient capacity within and/or an appropriate relationship to any pre-existing non-profit board

Because of the experience of the Board and their proven ability to govern effectively, we believe this Board has the capacity to govern an expansion to San Antonio ISD (and the selected campuses) as well. There are no conflicts of interests including pre-existing relationships with other non-profit boards.

Application Team Capacity

9. Provide the following:

a. Describe the collective qualifications of the applicant team to implement the school design successfully, including each team member's experience and evidence of measurable success in:

- **School leadership, administration, and governance**
- **Implementing systems for curriculum, instruction, and assessment**
- **Performance management**

Superintendent Zach Craddock and Chief of Schools Shirley Miles, Ph.D. will directly support the school leadership team at the selected campuses. Several other members of the Network (central office) team are experienced at working with both traditional public and charter schools at both LEA and SEA levels. Chief of Staff and Operations Jessica Lopez has opened each of the eleven schools in eight years and will directly oversee all aspects of systems and operations across the Network, including the selected campuses.

Our team has successfully started ten turn-around schools in the last five years. Three of those schools have been TX 1882 partnerships and five are Coperni Project/TX 1882 partnerships. In West Texas, we partnered with Midland ISD to begin operations at Sam Houston ES in the 2020-2021 school year, and we partnered with Ector County ISD to replace a charter operator at Ector College Prep Middle School. We also serve Lamar ES in Midland ISD, Mendez MS in Austin ISD, one campus in Jasper, Texas, Hirschi MS in Wichita Falls ISD and Manor MS in Manor ISD.

All TFS 1882 campuses have increased state accountability ratings from F to B ratings within two years while maintaining a smooth transition within the community and successfully achieving financial viability for the District's school. Third Future does not change the name of the school, the mascot, or school colors. TFS is the preferred operating partner in Texas, Louisiana, and Colorado for school turn around both instructionally and operationally. We have eight different authorizers, in seven different cities, in three different states. We have built a strong team that is nimble and efficient.

b. As *Attachment 7*, include the résumés and bios for all members of the applicant team.

Attachment 7, Leadership Team Résumés included? YES

c. Describe the proposed School Leader's experience in and ability to design, launch, and lead a school and implement the specific educational program being proposed, OR describe the board's plan to recruit and retain a leader with the ability to implement the specific educational program being proposed *(If School Leader candidate(s) is not yet identified)*

We will hire a strong principal and at least one assistant principal who will make the day-to-day decisions to operate and manage the campuses. The principal will be knowledgeable about the LSAE model and the Third Future ready characteristics. They will be an instructional leader. We will have Third Future veteran campus administrators hired for the campuses as their knowledge, skills, and leadership is

extremely important as we move into implementation and training of new staff.

d. Describe the work of the school leader(s), including:

- the measurable performance expectations for the school leader that are aligned to the mission of the school
- how these expectations will shift from school launch in the first year of operation to sustainability in future years

Third Future Schools have high expectations and hold ourselves accountable for student achievement and outcomes. School leaders are held to measurable performance expectations outlined in the School Action Plan and Network Action plan. The Principal and Assistant Principals are responsible for ensuring students are attaining on average 1.7 years of academic growth annually as measured by NWEA MAP scores in addition to STAAR assessments.

Staffing Plans

10. Provide the following:

a. As *Attachment 8*, a recruitment and hiring strategy for all campus roles, including:

- selection criteria that demonstrate high standards and mission alignment for all candidates
- a hiring protocol, and timeline that ensure the school is fully staffed by July 1 of each year

Attachment 8, Staff Recruitment and Hiring Plan included? YES

All current staff at the selected campuses will have to reapply for a position at the school. The standards for high-quality instruction are high, and employees must be willing to work in a high-performance culture. The interview process includes classroom teaching and for administrators, classroom observations with an assessment of instruction afterwards.

TFS will expand or begin the following initiatives at the selected campuses and our other schools next year:

1. One classroom, two locations: We will expand the number of 1C2L teachers, who will teach two classrooms at one time (one group physically with the teacher and another group via Zoom). These teachers will receive a $12,000 stipend for this. They will be assisted by a Teacher Apprentice who will be with the class learning synchronously via Zoom. 1C2L is limited to Fridays and only in our larger schools.

2. Additional Apprentice Teachers: We anticipate a couple of mid-year resignations as a "normal" phenomenon going forward. The selected campuses will have one Apprentice Teacher for every 150 students, who can quickly fill vacancies. Apprentice Teachers are hired to become teachers in Math, ELA, or Science.

3. Dyad Consultants: We will continue to hire Dyad Consultants for our "Dyad courses." We will also hire Dyad Consultants for our elective courses. As there are more absences among Dyad Consultants, we will need more substitutes for Dyad Consultants. We want to avoid using Learning Coaches as substitutes for Dyad Consultants. Thus, we will hire "Dyad Coaches" to substitute for Dyad Consultants.

4. More Learning Coaches: Learning Coaches have been invaluable as team center instructional coaches and as substitute teachers. Anticipating the continued difficulty of finding qualified substitutes, we will hire more Learning Coaches in 2025.

b. As *Attachment 9*, a plan to develop staff and retain high-performing staff, including:

- an induction program that will prepare teachers to deliver any unique or particularly challenging aspects of the educational program
- evaluation tools and processes that will capture trends and track and promote teacher progress over time
- The process for providing targeted and personalized support for school staff that includes:
    - The allocation of resources to support and provide professional development
    - The qualifications of personnel to provide professional development and facilitate adult learning
    - Professional development methods and calendar

Attachment 9, Staff Development Plan included? YES

c. Describe your process for identifying and remedying unsatisfactory leadership and/or teacher performance.

Teachers undergo the TFS evaluation system which has been TEA approved and operating for the Teacher Incentive Allotment in Midland ISD, Ector County ISD, and Austin ISD. If selected as an 1882 partner by San Antonio ISD, we will apply there as well. In a similar manner, the Principal and Assistant Principals will undergo frequent on-the-job coaching and rigorous evaluation. The Director of Instruction will spend time with the school leaders and monitor operations and progress two or three times a week. The Chief of Schools will also provide coaching and observe operations twice a month for two days at a time.

Thus, unsatisfactory, or problematic leadership will be identified quickly. School leaders will receive support and coaching to remedy the problems. The Chief of Schools may provide additional professional development, a leadership coach or mentor, or specific resources to support the school leader(s). Should the performance of the school leader continue to be unsatisfactory, he/she will be removed, and we will open the position.

Section 4 – Financial Plan

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

Financial Plan

11. Provide the following:

a. A description of the organization's systems, policies, and processes for:

- Financial planning
- Accounting
- Purchasing
- Payroll

Finance is the most important area that demonstrates the true nature of an 1882 partnership. We know the District wants the students to be successful and will work with us to ensure that the enrolled students receive the per pupil funding that other students in the District receive. The result of the negotiations with the District will be codified in the 1882 partnership contract. The key difference will be in how the overall funds are used. In our model, for example, professional development is the responsibility of the instructional leaders, and the selected campuses will spend no additional money on outside consultants or any company that provides such services.

The selected campuses will also have a different staffing model and provide its own back-office support. Thus, on the revenue side, the selected campuses should receive the funding according to the student allotment estimated calculations in the State Aid template for District General Fund allotments adjusted for weighted student attendance. The campuses should also receive the appropriate per pupil amount for all the state and federal grants by category of student, such as Title funding, ESSER funding, Instructional Materials Allotment, IDEA, 1882 59 Partnership monies, and any other funding that would normally be received by enrolled students. As with our other partnerships, we plan to negotiate fees for specific services such as transportation, nutrition, and custodial.

Additionally, we understand that there will be some required district costs and fees for services that make more sense to be consolidated at the district level. For example, the selected campuses should be charged for its share of internet services and utilities costs. Most of the Third Future Schools leadership team have experience in large, urban districts and understand both the complexity and nuance of district budgets. This experience makes our team collaborative and balanced.

San Antonio ISD will find us to be willing teammates when it comes to making these early decisions that impact per pupil funding. Notwithstanding the need for collaboration, we have drafted a preliminary budget that shows the expenditures we plan for the selected campuses. Keep in mind that the revenue chart on this page does not include other Title dollars and shows a broad estimate of other revenue items. The per pupil revenue of $9,600 is also a rough estimate and represents the low end of what we believe is the likely amount. The general budget expenditures are outlined on the following page. We have reasonable place holders

for the District required fees and menu of services.

b. A description of the organization's internal controls, financial reporting requirements, and process for conducting independent annual financial and administrative audits

Third Future Schools- TX follows all statutory requirements for conducting annual financial and administrative audits. TFS currently contracts with Weaver to provide these services. All audits are available on the Third Future Schools website. No critical findings have been reported to date.

c. The roles and responsibilities among the administration and governing board regarding school finance

Network leadership creates the annual budget based on input from campuses, identified needs, student enrollment, statutory requirements and available funding sources. The TFS-TX Board of Directors reviews and approves.

d. How the organization ensures financial transparency, including:

- plans for public adoption of the school's budget
- public dissemination of its annual audit and an annual report

Third Future Schools creates annual budgets for all campuses and has a fiscal year running July 1st through June 30th. The Chief of Staff and Operations works closely with the Superintendent and Finance team to develop a sound budget for board approval in May of each year. Once approved by the Board of Directors, budgets are posted along with the annual audit on the Third Future Schools website by individual schools.

e. As *Attachment 10*, an operating budget and narrative that explains revenue and cost assumptions, including:

- grant/fundraising assumptions
- the amount and sources of all anticipated funds, property, or other resources (noting which are secured vs. anticipated, and including evidence of firm commitments where applicable)
- the projected cost to implement the academic model described in this application

Attachment 10, Financial Plan included? YES

f. Describe the organization's contingency plan to meet financial needs if anticipated revenues are not received or are lower than estimated:

Third Future Schools bylaws require all campuses to be financially viable by year three. Meaning, no additional grants or funding required [aside from student travel- the Network will raise funds for that expense]. If student enrollment projections are not met, we will right size staffing to maintain a balanced budget and remain financially viable as evidenced by fund balances in all our schools year after year.

Section 5 – Existing Partner/Experienced Partner Supplement

A strong proposal from a partner that has previously operated schools, or a partner proposing to contract with an entity that has previously operated schools (often referred to as an Education Service Provider or ESP), is coherent overall and aligned internally with the school's mission and vision, Educational Program, Operational Plan, Financial Plan, and any other applicable attachments.

Existing Partner Track Record

12. Provide the following:

a. As *Supplemental Attachment 1,* the experienced partner applicant or ESP's success in serving populations similar to the population that the applicant intends to serve, including evidence of academic success and successful management of non-academic school functions (e.g., back- office services, school operations, extracurricular programs)

Supplemental Attachment 1 included? YES

b. As *Supplemental Attachment 2*, an independent financial audit report and its most recent annual report of the experienced partner applicant or ESP that demonstrated the financial health of the organization

Supplemental Attachment 2 included? YES

c. A description of any history of charter revocations, non-renewals, withdrawals, or failures to open for the experienced partner applicant or ESP

Third Future Schools has never experienced any charter revocations, non-renewals, withdrawals, or failures to open.

d. If applying to manage a turnaround campus, evidence that:

- the partner organization has been in existence for at least three years prior to the undertaking of the management of the district campus
- the partner organization has managed multiple campuses for multiple years
- the partner organization has a track record of managing campuses to academic success or has significantly improved the academic performance of the campuses

Please see Supplemental Attachment 1 for TFS existence as a proven turnaround operating partner since 2017 [2020 in Texas], as evidenced by student achievement and state accountability ratings in Texas and Colorado at all campuses.

ESP Management Plan and Legal Relationship (if applicable)

13. Provide the following:

a. As *Supplemental Attachment 3*, the Management Agreement between the ESP and the applicant organization that includes:

- ✔ A detailed description of the roles and responsibilities of the ESP
- ✔ A detailed explanation of the scope of services and costs of all resources to be provided by the ESP
- ✔ A detailed description of the oversight and evaluation methods that the board will use to oversee the ESP, including schoolwide and student achievement results which the management organization is responsible for achieving, and a description of how often, and in what ways, the board will review and evaluate the ESP's progress toward achieving agreed-upon goals
- ✔ A detailed explanation of the conditions, standards, and procedures for board intervention if the management organization's performance is deemed unsatisfactory
- ✔ A detailed explanation of the compensation structure, including clear identification of all fees to be paid to the ESP and the schedule on which the ESP will receive compensation
- ✔ A detailed explanation of the financial responsibilities of the ESP, including the ownership of items purchased with public funds, including which operating and capital expenditures each party will be responsible for assuming, what types of spending decisions the ESP can make without obtaining board approval, and what reports ESP submit to the board on financial performance and on what schedule
- ✔ A detailed description of the duration, renewal, and termination of the management agreement, including how often the management agreement may be renewed, the conditions that both the ESP and the school must satisfy for the management agreement to be renewed, and the procedures for determining whether the management agreement will be renewed
- ✔ A detailed description of the grounds for which the ESP or the school can terminate the management agreement for cause, including provisions for notice to the other party and any conditions under which either party may terminate the management agreement without cause
- ✔ An explanation and justification of any indemnification provisions in the event of default or breach by either party

Supplemental Attachment 3 included? ***Not Applicable***

b. An enforceable plan for the operation of the school in the case that the management agreement is terminated

c. Assurance and evidence that the board is independent from the ESP and self-governing, including separate legal representation of each and arm's-length negotiating and no existing or potential conflicts of interest between the school's governing board and proposed ESP or any affiliated business entities

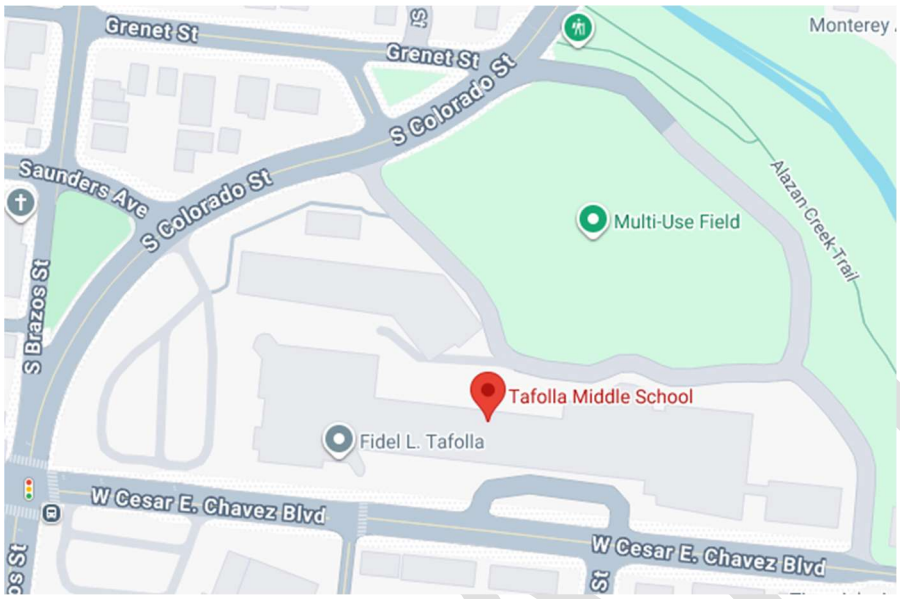
d. A clear and detailed explanation of the supervisory responsibilities of the ESP (if any), including which school employees the ESP will supervise, how the ESP will supervise these employees, and how the charter school board will oversee the ESP supervisory responsibilities

e. A detailed explanation and compelling justification of any lease, promissory notes, or other negotiable instruments, any lease-purchase agreements or other financing relationships with the ESP, including evidence that such agreements are separately documented and not part of or incorporated in the ESP agreement. Such agreements must be consistent with the school's authority to terminate the ESP agreement and continue operation of the school

f. A detailed explanation and compelling justification of any loans, grants, or investments made between the ESP and the school, including an explanation and justification of how any such loans, grants, or investments may be initiated, repaid, and refused

Addendum A-7: Facility Plan

The current facilities for the school are defined as the building and associated grounds known as "Tafolla Middle School" in San Antonio ISD, located at 1303 W. Cesar E. Chavez Blvd., San Antonio, TX 78207.



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Addendum A-8: First Year Budget

Third Future Schools FY26/27 BUDGETS These numbers are preliminary estimates and final budget would require district SOF allocations	Tafolla MS
	26-27
Grades	6-8
Average daily Attendance	92.00%
Physical Count	800
Funded Pupil Count	736
Per Pupil Revenue	11,592
Per Pupil Mill/1882	
Per Pupil Revenue	11,592
REVENUE	
Pupil Activity Funds	
Foundation School Program Texas (Per Pupil Revenue)	8,531,602
Other State Revenue	302,262
Total State Revenue Total	**8,833,863**
Capital Construction	-
Title IA	557,200
Title IA - Homeless	-
Title IA - Parent Activities/Home Improvement	-
Title IIA	
Title IIIA ELLA	
Title IV	
IDEA Part B - SPED	282,562
Gifted & Talented Testing	-
Read Act - FY21	-
IMTA	
ECEA	-
ECEA - Gifted & Talented	-
ELPA Revenue	-
Universal Screening Grant	-
At-Risk Per Pupil/ Elementary Emergency Relief Fund	-
Erate Revenue	-
School Lunch Programs	-
Total Federal Funds and Grants	**839,762**
Charter School Growth Fund	
Charter School Program (CSP)	-
TEA School Action Fund Grant (SAF)	-
DOE Charter Grant	
Permian Strategic Partner	-
Daniels Fund	-
New Schools Baton Rouge	-
New School Louisiana	-
Third Future Schools Foundation	-
Other Funding / Undesignated Grants	-
Misc. Revenue (FWEP)	
MISC Revenue (Curr. Devel. From schools)	-
SPED/ Center Based Support	-
TFS (Schools)Network Share	
TFS Network Share	
On Behalf PERA / TRS	92,000
Bond Interest	-
Total Local Funds	**92,000**
TOTAL REVENUES	**9,765,625**
EXPENSES	
Instructional - Salaries	3,895,000
Instructional - Stipends	50,000
Instructional - Incentive Pay	100,000
Instructional - Payroll Benefits (See Staffing Sheet for Details)	701,100
Instructional - Salaries & Benefits	**4,746,100**
SPED - Salaries	266,000
SPED - Incentive Pay	2,500
SPED - Payroll Benefits	47,880
Total SPED - Salaries & Benefits	**316,380**
Admin - Salaries	765,000
Admin - Bonuses	10,000
Admin - Stipends (Move, Master Teacher, 1c2l)	-
ADMIN- Payroll Benefits (See Staffing Sheet for Details)	137,700
403B	-
SRT evaluation team (2 - 1099 contracted consultants)	-
LCD/SOR Curriculum Development	-
LSAE Curriculum Developers - Payroll Benefits	-
Total Admin - Salaries & Benefits	**912,700**
Total Payroll Expenses	**5,975,180**

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Addendum A-8: First Year Budget (Continued)

CONTRACTED SERVICES	
Dyad Consultants	180,000
5th Quarter Summer School	75,000
Contracted Services (SPED, Speech, Nurses etc...)	250,000
Total Contracted Services	**505,000**
Authorizer FEES	
District / State administrative fees (authorizer)	1,535,688
District Services Fee (authorizer)- OPT IN	
Food Service Fees	
Network Support	**853,160**
Total Support	**2,388,848**
Supplies and Materials	
Furniture and equipment	
Teacher Professional Development	11,585
Technology Equipment (Chromebooks, laptops etc.) - STUDENTS	5,000
Instruction Based Technology Equipment - TEACHERS	25,000
Electronic Media/Curriculum Software & Supplies	125,000
Testing & Assessment Materials - SPED	4,000
Instruction Curriculum (instructional maps and LCD lesson plans)	
Instruction - Technology - STUDENT Information SYSTEMS	-
Dyad equipment and materials/ Supplies	20,000
Admin Supplies	5,000
Instructional Supplies	60,000
Instruction Teacher Supplies - Teacher Discretionary	13,200
Student Incentive Supplies (Habits of Success)	20,000
Principal Discretionary Supplies	40,000
SPED Supplies	10,000
Custodial Supplies	-
Transportation Purchased Services	
Uniforms	
Total Supplies and Materials	**338,785**
Professional Services	
Student travel	100,000
Student field trips	10,000
Admin Travel	
Internet and Phone Service	
Legal Services	
Audit Services	7,000
Banking	
Accounting	-
Insurance	12,000
Marketing/Advertising	-
Recruitment	-
WEB Site ALL Costs	-
Network Technical Services	-
Background Checks	-
Misc Purchased Services (Skyward)	
Copiers/Printers	30,000
Total Professional Services	**159,000**
Other Operating Expenses	
Custodial Services	
UTILITIES	
Grounds and Maintenance	
Building Lease/Mortgage	-
Bond Intercept	-
Debt Service	-
On Behalf PERA/TRS	92,000
HR Payroll Processing/Software Fees (Accounting)	-
Total Other Operating Expenses	**92,000**
Total Expenses	**9,458,813**
Total Revenues	**9,765,625**
Net Surplus/Deficit B4 TFS Support	**306,812**

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Addendum A-9: District Administrative and Optional Services

MENU of SERVICES for SB1882 CHARTER OPERATING PARTNER

The District's 18% Revenue Holdback covers the following District-provided services - at levels and frequency similar to all District campuses.

ADMINISTRATIVE, COMPLIANCE, GOVERNANCE, & AUTHORIZING:

- Superintendent & Board Services
- Special Education Compliance
- Distric-wide Legal Services for SAISD Staff Employee Matters & SPED
- Finance, Audit, & Procurement Compliance
- Human Capital Management Systems & Compliance
- Planning & Budget and Partnership Services
- Federal Programs Oversight and Compliance

TECHNOLOGY:

- Access to Unified Enrollment System and Registration support
- Student Data Reporting System and Staff Training
- Access to District ERP system
- Technology infrastructure, including wireless access points.
- District Internet Services

OPERATING COSTS:

- Campus Utilities (Electricity, Gas, Water)
- Campus Trash Pickup
- General Building Repairs
- Required Building, System, and Equipment inspections, certifications
- Groundkeeping Services
- Transportation (Regular routes, Special Ed, McKinney-Vento)
- Property Insurance for Building and Liability (not OP contents)
- Custodial Services Staff
- Police patrol services, dispatch, access to District safety trainings, security cameras, etc.

The following goods or services, if provided by the District, will be charged to the Operating Partner via District Invoice.

DISTRICT STAFF COSTS:

- Campus Nurse, or any other campus position not employed by OP
- Special Education Therapists (billed at 125% of staff hourly rates or agreed upon rate schedule.)
- Special Education Program Consultation (billed at 125% of staff hourly rates or agreed upon rate schedule.
- Translation Services
- Rates for support from other district staff to be discussed

TECHNOLOGY:

- Technology - replacement Student & Staff Devices
- Classroom Technology (replacement Smartboards, Printers)
- Copier Lease

OPERATING COSTS:

- Transportation Athletic Routes
- Transportation Field Trip Routes
- Transportation on school days that are different from District calendar
- Transportation for unusual bell schedules or early release days that require additional or separate bus routes.
- Central Printing Services at District Print Shop
- Custodial Supplies shipped directly for campus use (paper, soap, cleaning supplies, trash bags, etc.)

Addendum A-10: Menu of SAISD Staffing Services – Hourly Rates

Menu of Staffing Services for SB 1882 Charter Operating Partner

Job Title	Pay Grade	Compensated Days	Hourly Rate
ARD Facilitator	E17	194	$ 58.37
Speech and Language Pathologist	E17	187	$ 62.24
Assistant Speech/Language Pathologist	8-10 NC	187	$ 58.63
Deaf Interpreter - Certified	N14	183	$ 36.35
Educational Diagnostician	E17	202	$ 65.61
Instructional Specialist, Behavior	E17	197	$ 62.45
Instructional Specialist, Dyslexia	E17	197	$ 61.91
Occupational Therapist	E17	194	$ 61.18
Physical Therapist	E17	194	$ 64.86
Program Specialist, Special Education	E17	210	$ 60.44
School Psychologist	E17	202	$ 57.56
Curriculum Implementation Specialist, PreK & Head Start	E17	210	$ 55.04
Curriculum Implementation Specialist	E17	210	$ 54.72
Instructional Specialist, Educ Tech	E17	197	$ 60.77
Instructional Specialist, GT	E17	197	$ 60.51
Nurse	8-10 NC	187	$ 55.90
Health Assistant	N03	183	$ 23.06

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Addendum A-11: Calculation Model for Revenue Distribution

Calculation Model for Revenue Distribution to SB1882 Operating Partner:				
	Projection for Possible Partner School	**TAFOLLA MS (ORG 055,061,066) 2026-2027**		
	# of Students in Membership 2026-2027	*800*		
	Refined ADA 2026-2027 Projected (ROW 58)	*736.000*		
	Attendance %	*92.00%*		
	% Economically Disadvantaged	*96.37%*		
STATE REVENUE COMPONENTS:				
REFERENCE CAMPUS ALLOTMENT per TEA SUMMARY OF FINANCES				
Additional Aid for Partnering to Operate a District Campus (TEC 48.252) - DPE Campus Column				
		DPE, NF, or Final CAMPUS Column	**Revenue per Student in Membership**	**Revenue per ADA**
TIER I ALLOTMENTS				
Row 33	Regular Program	$3,526,978.63	$4,408.72	$4,792.09
Row 34	Small & Mid Sized Allotment	$748,351.01	$935.44	$1,016.78
Row 35	Special Education Allotment	$1,477,681.15	$1,847.10	$2,007.72
Row 36	Career & Technical Allotment	$207,370.24	$259.21	$281.75
Row 37	Dyslexia Allotment	$20,350.01	$25.44	$27.65
Row 38	State Compensatory Ed	$1,291,958.08	$1,614.95	$1,755.38
Row 39	Bilingual / ESL	$85,095.19	$106.37	$115.62
Row 40	Early Education Allotment	$0.00	$0.00	$0.00
Row 41	Gifted / Talented Allotment	$20,242.91	$25.30	$27.50
Row 42	Fast Growth Allotment	$0.00	$0.00	$0.00
Row 43	TOTAL TIER I ALLOTMENT	$7,378,027.22	$9,222.53	$10,024.49
TIER II ENTITLEMENT				
ROW 51	Total Tier II - Charter DTR1 & 2)	$1,050,000.00	$1,312.50	$1,426.63
CHARTER FACILITIES FUNDING				
ROW 59	Charter Facilities Entitlement	$103,574.95	$129.47	$140.73
TOTAL SB 1882 School District Entitlement (Tier I, II, Facilities Allot.)				
SB1882 M&O Additional Aid + Charter Facilities Entitlement				
ROW 60	**SB1882 School District Entitlement (TI, TII, CFA)**	**$8,531,602.17**	**$10,664.50**	**$11,591.85**
SAISD DISTRICT REVENUE HOLDBACK @ 18% of SB1882		**$1,535,688.39**	**$1,919.61**	**$2,086.53**
	18% of School District Entitlement (Row 60, Campus)			
STATE REVENUE available to Operating Partner		**$6,995,913.78**	**$8,744.89**	**$9,505.32**
OPTIONAL STATE REVENUE ALLOTMENTS (as earned)		*Estimates based on Harris MS 2024-2025 school year)*		
	TEACHER INCENTIVE ALLOTMENT			
	(90% of TIA Allotments Actually Earned)	$65,108.93	$81.39	$88.46
# Teachers	**TEACHER RETENTION ALLOTMENT**	$208,000.00	$260.00	$282.61
52	(100% of $5,000 or $2,500 per teacher			
Avg. Allotment	based on tenure and amount earned per TEA)			
$4,000.00	Estimate based on 1st year allotment as % of all teachers			
Campus Enr.	**SUPPORT PERSONNEL RETENTION ALLOTMENT**	$29,153.07	$36.44	$39.61
800	(Distributed based of # of operating partner students in			
Dist Enroll.	membership at snapshot / total district membership)			
40622	719 / 43966 = 1.64% x $1,480,320 = $24,208.48			
$1,480,320	Total Support Personnel Retention Allotment at District Level			
OTHER OPTIONAL STATE REVENUE ALLOTMENTS (as earned)		**$302,262.00**	**$377.83**	**$410.68**
STATE REVENUE including Optional Allotments		**$7,298,175.78**	**$9,122.72**	**$9,916.00**
FEDERAL ENTITLEMENTS:				
	TITLE I, Part A	$557,200.00	$696.50	$757.07
	IDEA B - SPECIAL EDUCATION			
Campus SPED $	Distributed in the same manner as TEA Special Education			
$1,477,681	Allotment, which accounts for instr. settings and weights.			
District SPED $	Calculation is (Campus Earned Special Ed State Allotment $			
$53,644,778	(Row 35 Campus SOF) / District Wide Special Ed State			
2.75%	(District SOF Row 23)) x IDEA B Allotment			
$10,300,000	District IDEA B Allotment	$283,720.36	$354.65	$385.49
ESTIMATED FEDERAL ENTITLEMENT (based on example school)		**$840,920.36**	**$1,051.15**	**$1,142.55**
ESTIMATED TOTAL STATE/FEDERAL to Operating Partner		**$8,139,096.14**	**$10,173.87**	**$11,058.55**
NOTE: *For illustration purposes, this estimate is based on PROJECTED 2026-2027 enrollment and revenues and is subject to change.*				

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AGREEMENT BETWEEN
SAN ANTONIO INDEPENDENT SCHOOL DISTRICT AND
THIRD FUTURE SCHOOLS

This Agreement (the "Agreement") is made and entered into as of July 1, 2026 ("Commencement Date") by and between **SAN ANTONIO INDPENDENT SCHOOL DISTRICT,** a public independent school district and political subdivision of the State of Texas, ("District" or "SAISD") and **THIRD FUTURE SCHOOLS-TEXAS**("Operating Partner" or "OP") (together, the "Parties") to operate **HIRSCH ELEMENTARY SCHOOL**, Campus Number 137 (the "School" or "Campus"), or as modified by Paragraph 3.02 below. The purpose of this Agreement is to set forth the objectives, understandings, and agreements of the Parties in connection with the establishment and operation of Senate Bill No. 1882, adopted by the 85th Texas Legislature in 2017, codified as Texas Education Code ("TEC") §§ 11.174 and 48.252 ("SB 1882"), which authorizes this cooperative partnership between a public education institution and an in-district charter authorized under TEC Chapter 12, Subchapter C.

ARTICLE I. RECITALS

1.01 Independent School District. District is an independent school district created in accordance with the laws of Texas.

1.02 Authority to Contract. The Board of Trustees of SAISD is empowered by TEC §§ 11.157 and 11.174 to contract with a public or private entity for that entity to provide educational services for the District.

1.03 Non-Profit Organization. OP is an organization, in current good standing with the State of Texas and federal government, that is exempt from taxation under Section 501(c)(3), Internal Revenue Code of 1986 (26 U.S.C. Section 501(c)(3)). District hereby contracts with OP to operate a charter under TEC Chapter 12, Subchapter C, and OP is eligible under TEC §§ 11.174 and 12.101(a) to operate the School.

1.04 Charter Granted and Term of Charter. On the Commencement Date, the District hereby grants the OP a charter in accordance with and under TEC Chapter 12, Subchapter C, specifically §§ 12.0521 or 12.0522. This is an in-district charter granted pursuant to TEC § 12.0522(c), such that this Agreement is not subject to the 15% limit described in TEC § 12.0522(c). The District and OP shall ensure that all necessary action is taken to ensure that the charter is properly authorized under TEC Chapter 12, Subchapter C. This charter granted under TEC Chapter 12, Subchapter C begins on July 1, 2026 and expires on June 30, 2029 in accordance with TEC § 12.0531.

1.05 Consultation. The District has provided information and discussed this in-school charter with OP and with School personnel. The District has informed School personnel of the opportunity to apply for employment with OP and to potentially be assigned to the School, and campus personnel have been informed that employment decisions and assignments related to all campus-based instructional activities shall be determined solely

by OP and that OP and the District are not dual employers. OP will be the sole employer of its personnel (including all campus-based instructional staff), and its personnel are subject to OP's Employee Handbook and OP's policies. District employees accepting a position with OP shall be reminded by OP, in writing and prior to employment by OP, that they upon hiring by OP the employee will not have the protections afforded by current employment contracts with the District and that OP is not subject to TEC Chapter 21.

1.06 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 instructional services.

2.02 Premise of Agreement. This Agreement is predicated on an understanding that students benefit when decisions regarding educational programs, operations, and student services are made at the campus level and that autonomy and accountability are mutually reinforcing principles.

2.03 Student Achievement. The sole purpose of this Agreement is to improve student outcomes by authorizing OP to operate the School as an autonomous campus. OP shall operate the School subject to transparent accountability requirements, which are set by TEC Chapters 39 and 39A. The provisions of this Agreement shall be construed and applied to achieve this purpose.

2.04 OP Assumption of School Operations. The Parties intend for OP to assume operations of the School beginning with the 2026-2027 school year in accordance with Article X of this Agreement.

2.05 Priority Status for School Year 2027-2028. OP agrees to grant priority status to SAISD for discussing the operation of one or more additional SAISD campuses starting in the 2027-2028 school year. Not later than December 31, 2026, the parties agree to begin discussing whether additional SAISD campuses will be added to OP's portfolio of schools starting in the 2027-2028 school year.

ARTICLE III. DEFINED TERMS

3.01 School. In addition to the meaning as defined above in this Agreement as "Hirsch Elementary School," "School" has the meaning assigned in the Texas Administrative Code ("TAC") § 97.1051(3) and includes all components of the operation of the campus, including, without limitation, the grade levels served, the courses taught, the instructional materials, staffing, budgetary allocations, scheduling, transportation, and other services and responsibilities associated with school operation.

3.02 Facilities. "Facilities" are defined as the building(s) located on the School campus located at 4826 Seabreeze Drive, San Antonio Tx 78220, and related equipment,

furnishings, and property improvements, including any athletic fields and related improvements, and the land on which the building(s) and related improvements are located as more fully defined in Article XIII.

3.03 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, 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 as defined by Paragraph 3.04, state agency rule, or meet the student outcome goals required by this Agreement, or District's failure to properly meet its funding obligations to OP as required by this Agreement and state agency rule.

3.04 Applicable Law. "Applicable Law" means all state and federal laws, rules, regulations, and administrative and judicial determinations and decisions that govern the performance of this Agreement, as they currently exist or as they may be adopted, amended, or issued during the Term of this Agreement, as more fully described in Article VI below.

ARTICLE IV. TERM AND TERMINATION

4.01 Term. The term of this Agreement shall begin on the **Commencement Date (See 2.04) and end on June 30, 2029 ("Term").** This Agreement may only be renewed for an additional term by mutual, written agreement of both Parties, executed no later than February 1 of the last year of the applicable Term and after approval by vote of the governing Board of each Party. At the end of any Term, either Party may choose not to renew this Agreement without any penalty. During its term, as set forth in this Section, this Agreement shall be subject to the termination provisions detailed in this Article.

4.02 Termination by Mutual Consent. This Agreement may be terminated at any time by mutual written agreement of OP and the District if termination is effective no sooner than the end of the then current school year, unless otherwise agreed to by the parties in a termination agreement.

4.03 Termination for Cause. Either Party may terminate this Agreement if the other Party fails to remedy a Material Breach of this Agreement within sixty (60) days after written notice by the non-breaching Party of such Material Breach; provided, however, that if the breach would affect the safety or well-being of a student or students and is not reasonably capable of being cured, then no such notice and opportunity to cure shall be required.

4.04 Termination Related to Academic or Financial Performance. The District may terminate this Agreement, without penalty, cost or liability, as a result of the OP's failure to meet the academic or financial performance goals defined in Addendum A-3, in the manner prescribed by Addendum A-3. Termination under this paragraph shall be effective at the end of the then current school year so long as written notice of such termination is provided no later than thirty (30) days after receipt of the Commissioner of Education's academic ratings or the determination of student outcome goals.

4.05 Termination Right to a Public Hearing. If a School successfully achieves the

student outcome goals specified in Addendum A-3, attached, the District must hold at least one public hearing at least sixty calendar (60) days prior to any District action to terminate or non-renew the Agreement with respect to that School. The public hearing shall be held at the School between 6PM and 8PM Central Standard Time on a weeknight with at least five (5) days' notice to OP and the public about the meeting. The public hearing must permit the public to attend in person or via videoconference. If the School fails to achieve the student outcome goals specified in Addendum A-3, the District shall not extend this Agreement with respect to that School without scheduling a public hearing at least sixty calendar (60) days prior to any District action to extend or renew this Agreement. Only after public hearing, may the District's Board of Trustees schedule a meeting to take possible action on termination, nonrenewal, extension, or renewal. Any action taken by the Board of Trustees shall be conducted in open session with specific notice on the Agenda(s) that the Board is considering and may take action on this Agreement with OP.

4.06 Termination Related to Failure to Fund. The OP may terminate this agreement as a result of District's failure to properly fund the Operating Partner in accordance with 19 TAC 97.1075(d)(7)(A) or to provide the specified per pupil amount or percentage of the revenue generated by attendance at the campus from the district to the operating partner of all federal, state, and local funds due the campus as set forth in the Agreement and detailed according to the methodology in Addendum A-11 – Calculation Model for Revenue Distribution. Prior to any termination under this Section 4.06 the District must be given written notice and sixty (60) days as an opportunity to cure. Termination under this section shall be effective at the end of the current school year in order to minimize disruption to students and caregivers. Any OP exercise of this paragraph does not constitute a waiver to any rights, remedies, or damages to which either Party is entitled.

4.07 Change in Applicable Law. If any change in Applicable Law that is enacted after the Effective Date could reasonably be expected to have a material adverse effect on the ability of any Party to carry out its obligations under this Contract, the Parties shall renegotiate the Agreement in good faith to resolve the matter. If the Parties cannot reasonably negotiate the Agreement within sixty (60) days of the change in Applicable Law, then either Party may terminate this Agreement without penalty to either Party.

ARTICLE V. RELATIONSHIP OF THE PARTIES

5.01 Nature of Relationship. The relationship between the Parties hereto shall be that of contracting parties. OP shall operate as an independent contractor to the District and 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.

5.02 No Agency. Neither Party is or shall be the agent of the other Party, except to the extent otherwise expressly authorized by this Agreement. Neither Party has the express or implied authority to bind the other Party to any contractual duty or other obligation other than what is specifically stated in this Agreement. Unless specifically agreed to in writing by

the Parties, no employee, agent or contractor employed or retained by the District to perform work at the School will be deemed to be an employee, agent, or contractor of the OP, nor shall any employee, agent, or contractor employed or retained by the OP to perform work at the School be deemed to be an employee, agent, or contractor of the District. Furthermore, both Parties shall endeavor to represent to third parties, to disclaim any agency authority to bind one Party by the other unless expressly authorized in this Agreement or pursuant to authorized action at a meeting by the Party's Governing Board held in accordance with the Texas Open Meetings Act (appearing in the minutes of such meeting) or as agreed to in writing by the Parties as an amendment to this Agreement.

5.03 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 the District and the OP.

5.04 Assurance of Independence. The OP's governing body shall remain independent of the District. OP's governing body shall not be comprised of any members of the District's Board of Trustees, the District's Superintendent, or any staff member responsible for procuring, negotiating or administering this Agreement. Further, no member of OP's governing body is or will be related within the first degree of affinity or consanguinity with any members of the District's Board of Trustees, Superintendent, or any staff member responsible for procuring, negotiating, approving or administering this Agreement.

ARTICLE VI. APPLICABLE LAWS

6.01 Compliance with Applicable Law. The Parties shall perform their respective obligations under this Agreement in compliance with Applicable Law. Applicable Law include, but are 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 ("Section 504"); the Age Discrimination Act of 1975; the Americans with Disabilities Act; the Individuals with Disabilities in Education Act ("IDEA"); the Family Educational Rights and Privacy Act of 1974 ("FERPA"); the Every Student Succeeds Act to the extent specified in the Act; the Texas Education Code as to the School to the extent the School is not exempt; applicable record retention laws and conflicts of interest laws under the Texas Local Government Code; the Texas Government Code and the Texas Local Government Code, as to the School and to the extent it applies to the School; the Texas Open Meetings Act and Texas Public Information Act under the Texas Government Code; and any amendments, interpretations, and reauthorizations of the foregoing.

6.02 Scope of Applicable Law. Except as set forth in this Agreement and in Addendum A-2, the Parties agree that certain laws and regulations that apply to other schools within the District may not apply to the School or its operation as a consequence of the grant of a campus charter under Texas Education Code, Chapter 12.

6.03 Immunity. Nothing contained in this Agreement shall be read to generally

waive the immunity granted by federal or state law, TEC, Chapter 22, Subchapter B, and TEC, Chapter 12, Subchapter C or available under common law to either Party.

ARTICLE VII. GOVERNING POLICIES

7.01 Limitation on Authority. Any and all services contracted for or performed for the School must be made by each Party in accordance with the responsibilities of each Party as detailed in Article IX of this Agreement. An educational or administrative service necessary for operation of the School but not specifically reserved for the District to provide under this Agreement, shall be provided and solely managed by OP insofar as such delegation is permitted by state and federal law. A service is provided by OP if OP performs the service, contracts for its performance, or otherwise ensures and oversees provision of the service.

7.02 Policy Election. OP shall operate in accordance with the District's Charter Policy specified in Addendum A-1, as it currently exists or as it may be amended, so long as any such amendment does not constitute a Material Breach of this Agreement. If both Parties agree that an amendment amounts to a Material Breach, then the Parties may agree to operate under a prior (non-amended) policy so long as the prior policy is in compliance with the then-current Applicable Laws. If there is any conflict between any provision of this Agreement and the District's Charter Policies, then the provision of this Agreement shall prevail.

7.03 Adoption and Publication of School Policies. OP shall have the initial and final decision in adopting policies applicable to the School campus and Facilities. All policies adopted by the OP shall comply with Applicable Law. OP shall provide drafts of proposed policies or proposed amendments to policies currently in effect to the District for review and comment no later than sixty (60) days prior to the meeting at which the policies are to be considered for adoption or amendment. OP shall publish adopted policies and District Board Policies applicable by law or by election under this agreement on the School's website.

7.04 Future Waivers and Exemptions. Pursuant to 19 TAC § 97.1075(d)(6), the School is exempt from laws and rules to the fullest extent allowed by TEC, Chapter 12, Subchapter C, and is exempt from all District policies except for laws, rules, and policies that are specifically identified as applicable to the School in this Agreement and/or incorporated by reference herein or in an agreed written amendment. The Parties will collaborate in applying for waivers from any restrictions imposed by Applicable Law when it is jointly determined that such waiver would expand opportunities for students enrolled in the School Campus. If the District is exempted 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 waiver shall also apply to the School and is automatically relieved from compliance regardless of whether such relief is addressed in this Agreement. Further, if a waiver from a local policy, procedure, protocol, or other requirement is granted to another school in the District that serves students at the same grade levels offered at the School, and the policy is not waived by this Agreement, the waiver applies to the School unless the District notifies the School otherwise in writing within sixty (60) days of the waiver's application to the other school(s).

ARTICLE VIII. PERFORMANCE REQUIREMENTS

8.01 Student Outcome Goals. The primary responsibility of OP under this Agreement is to ensure that the annual student outcome goals specified in Addendum A-3, or as amended, are achieved.

8.02 Performance Measurement, Methods, and Timeline. The Parties agree that achievement of annual student academic and financial performance targets agreed upon by the Parties and specified in Addendum A-3 will be determined using the methods, indicators, and timelines specified in that Addendum.

8.03 Performance Consequences. The Parties agree to specific, material consequences in the event that the OP does or does not meet the annual academic or financial performance expectations and goals described in Addendum A-3.

8.04 Responsibilities of OP Governing Board. The governing board of OP agrees that it is responsible for ensuring that OP achieves performance goals specified in Addendum A-3 and is obligated to oversee management of the School and intervene as required to ensure that performance goals are achieved.

8.05 Monitoring Performance. The District shall retain the right to monitor the performance of the School and OP as required by Addendum A-3.

ARTICLE IX. RESPONSIBILITIES

9.01 OP Responsibilities: The OP shall have the sole authority over matters involving academic curriculum, the instructional program, and related expenditures. As detailed in the subsections below and Section 11.01, OP shall have initial, final and sole authority to select, reassign at the School, or require removal by the District of any District employees or contractors. OP shall have sole authority regarding the employment of OP employees, including, without limitation, hiring, assignment, evaluation, compensation, advancement, and other terms of employment.

9.01.1. *Administration*. OP shall select and manage the School's Principal, Assistant Principal(s), and any other role designated as an administrator, who will be employed by the OP.

9.01.2. *Teaching Staff*. OP shall select, supervise, and manage the School's teachers, teaching assistants, paraprofessionals, curriculum specialists, program coordinators, and any other academic instructional role, who shall be employees solely of OP. OP may independently apply for and be allocated funds available through the Texas Teacher Incentive Allotment ("TIA") to the extent permitted by the Texas Education Agency ("TEA") and state law.

9.01.3. *Miscellaneous*. OP shall select, supervise, and manage the School's guidance counselors, librarians, extracurricular activity instructors, physical education instructors, and

any other personnel assigned to the School, who shall be employees of OP.

9.01.4. *Staffing Plan*. OP shall have sole non-delegable authority to determine the staffing plan and positions at the School, provided funds subject to OP's control under the terms of this Agreement are sufficient to discharge all obligations associated with the staffing plan and positions.

9.01.5. *Special Programs*. OP shall provide Special Education and inclusion services. OP agrees to comply with applicable law and best practices for Special Education services in compliance with requirements and guidance from TEA. The Parties shall share all information necessary to coordinate Special Education services. OP shall identify and provide all Section 504 related services to students as required by Applicable Law. OP shall provide all Bilingual Education, English as a Second Language, and Special Language Programs at the School or other Special Programs in accordance with Applicable Law. Each party shall comply with Applicable Laws, including but not limited to, IDEA and Section 504, as necessary to carry out its responsibilities under this Agreement.

1. *Dyslexia Services*. OP shall be responsible for providing dyslexia intervention and support services. Any allotment received by the District for services to students with dyslexia shall be allocated to OP in accordance with Paragraph 14.04.

2. *Specialized Learning Environments*. The Parties shall collaborate regarding the placement of students in other District Special Education programs and facilities as determined by the Admission, Review, and Dismissal ("ARD") committee. Special Education funds shall follow the student and be allocated to the campus implementing the student's Individualized Education Plan ("IEP") and related services.

9.01.6. *Record Keeping*. District and OP will coordinate record keeping in order to comply with federal and state law. OP shall appoint and employ personnel responsible for maintaining necessary School records, which shall include, but not be limited to, student attendance, student grades, accounting for all Federal and State Funds used at the School, and any and all records required to be entered into TEA's Public Education Information Management System ("PEIMS").

9.01.7. *OP School and Regional Support*. OP shall ensure that at least one staff member from Third Future Schools Texas, who is proficiently trained in implementing OP's instructional model, will provide on-site support and oversight to the School not less than quarterly each school year. OP's school leader will also be proficiently trained in implementing OP's instructional model with appropriate support from Third Future Schools Texas.

9.02 District Responsibilities. The District shall maintain control of and shall be responsible for the below listed activities which are limited to the following:

9.02.1. *Student Transportation*. The District shall provide all necessary student

transportation to and from the School and to and from school related activities ("regular student transportation routes"). Any transportation needs outside of the District's regular student transportation routes, including, but not limited to, field trips and regular attendance days at the School that are not regular attendance days for other District schools, shall be contracted back to the District and paid for by OP. District, at their sole discretion, reserves the right to deny transportation services to the OP in the event of inclement weather. OP will reimburse the District for the cost of transportation employees who work attendance days for OP that are not regular attendance days for other District schools. The cost of student transportation is included in the 18% administrative fee, as described in Section 14.02 of the contract.

9.02.2. *Building Maintenance and Custodial Services.* The District shall maintain the School campus and Facilities by overseeing and contracting for the regular maintenance of the campus by janitorial staff, groundskeepers, and maintenance personnel. The District shall provide janitorial services at the School in the same manner and at the same level of quality as for the remainder of the District's schools. Both Parties shall comply with Applicable Laws regarding standards of safety and health of students. The District shall be responsible for routine maintenance and major repairs of the School including upgrades, HVAC equipment, roof repairs, and parking lot repairs. OP shall immediately (no later than 12 hours after discovery of any concern) notify the District of any immediate and urgent repairs needed at the School. The cost of building maintenance and custodial services is included in the 18% administrative fee, as described in Section 14.02.

9.02.3. *Building Utilities*. The District shall provide the utilities necessary to operate the School, which will be charged back for actual cost to the OP on a regularly scheduled basis. The cost of building utilities included in the 18% administrative fee, as described in Section 14.02.

9.02.4. *Food Services*. The District shall provide food and cafeteria services to the School in accordance with applicable federal, state, and local laws and regulations. To the extent required by law or rule, OP shall coordinate with the District for reporting to third parties regarding student eligibility, claims, and counting for meals provided to students. The cost of food service is primarily funded with the Federal Child nutrition grant, and any related costs not eligible for the grant are included in the 18% administrative fee, as described in Section 14.02

9.02.5. *Special Education*. OP may elect to utilize District vendors or staff, as determined by the District, to provide Special Education related services at the School as well as diagnosticians and Licensed Specialists in School Psychology, which will be billed to the OP after services are rendered and shall be billed in accordance with the pricing schedule set forth in Addendum A-10 and the invoicing process set forth in Section 14.03 of this Agreement. The District will be responsible for all education services for students placed in Special Education programs or facilities outside of the School, as described by Paragraph 9.01.5 and special education funding shall follow that student. Regarding any special education students receiving instructional and related services in a center-based classroom or unit at the School, the District shall be responsible for subsidizing the excess cost required

to appropriately staff the program in accordance with each student's individualized education program (IEP), up to a maximum of 22% of the Special Education revenue earned by the campus. The OP shall provide a detailed invoice for any costs for which the District's subsidy is requested, not to exceed the 22% cap.

9.02.6. *Health Services*. The OP will be responsible for funding the cost of the school nurse. The OP may purchase this service from the District at the rate listed in Addendum A-10.

9.02.7. *Campus Security*. District shall provide staff, and oversee the School's security operations, including, peace officers, as required by law. OP herein agrees to fulfill all campus safety and security responsibilities at the School, as outlined in Applicable Law and TEA regulations that would otherwise be the responsibility of the District. Campus Safety Officers (Hall Monitors) will be up to the discretion of the OP, and the OP will be responsible for their employment if they choose.

ARTICLE X. SCHOOL OPERATIONS

10.01 OP's Governing Board. OP represents that a true and accurate list of its current directors ("Directors") is attached to this Agreement as Addendum A-4. If there is any change to the Directors during the Term of this Agreement, OP shall provide written notice to the District of the change within thirty (30) days. No District Board of Trustees member, Superintendent, or any staff member responsible for granting this Agreement shall be appointed to OP's Governing Board. District staff may not comprise a majority of OP's Governing Board.

10.02 Budgetary Authority of OP. OP has sole authority to approve or amend the budget for the School and to make expenditures thereunder relating to any matter involving academic curriculum, the instructional program, or other matters related to OP's responsibilities and obligations under this Agreement.

10.03 School Leadership. The Chief Administrator ("Executive Director") of the School shall be the assigned agent of the OP, who will monitor, direct, and supervise the Head of School ("Principal"). The Principal shall be appointed and employed by OP.

10.03.1. *OP Employee*. OP shall hire and manage at least one employee at the School, which may be, but is not limited to, the Executive Director.

10.04 Grade Levels. Beginning in the 2026-2027 school year, the School will serve students in grades Pre-Kindergarten through 5. OP shall not serve any other grade level at the School without the written consent of the District.

10.05 Attendance Area. The School's attendance area ("Attendance Area") shall be defined as the area designated in Addendum A-5 to this agreement, subject to TEC § 12.065.

10.06 Enrollment Policies. In addition to students subject to the District's in-district transfer policy, any student who resides in the Attendance Area may attend the School. The

Parties will collaborate and agree on a process for enrollment of students into the School. Prior to implementing any plan to increase capacity at the School, the District shall provide notice to OP, afford OP an opportunity to comment on the plan, and coordinate any such capacity increase with OP. In addition to the agreed-upon enrollment policies, the following applies:

10.06.1. *Discrimination Prohibited*. OP is prohibited from discriminatory admission, suspension, or expulsion of a student on the basis of a student's national origin, ethnicity, race, religion, disability, gender, or academic achievement.

10.06.2. *Enrolled Students*. All students attending the School shall be enrolled in the District.

10.06.3. *Students Residing Outside of the School's Designated Attendance Zone*. Students who wish to enroll at the School, but reside outside of the School's designated attendance zone, may apply for admission and transfer in accordance with the District's then-applicable admissions policies and procedures. Preference shall be given to students who reside within the District's defined boundaries.

10.7 Discipline and Expulsion Policies. OP shall implement student discipline, suspension, and expulsion policies in compliance with Applicable Law, including, but not limited to, TEC Chapter 37. The District encourages the OP to engage in restorative practices while disciplining students. The OP will ensure that out-of-school suspensions do not exceed the district average for comparable schools. OP will utilize and align with the District's student discipline policies and practices including for the Disciplinary Alternative Education Program ("DAEP"). The Parties agree that OP will conduct all suspension hearings and the District will conduct all expulsion hearings. OP shall re-admit students placed in the District's DAEP after completion of their disciplinary assignment or re-admit students after completion of their expulsion order. OP shall abide by all Applicable Laws regarding due process and concerning the discipline of students with disabilities.

10.8 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. District shall collaborate with the OP in reviewing the District's policies and schedules to align the School's schedule to enable the District to provide transportation for students enrolled in the School in an efficient manner, though transportation provided on days and at times that do not align to the District's instructional calendar and uniform start and end times may result in an additional charge for transportation that is not included in the 18% Administrative fee. OP's schedule shall comply with the State of Texas' required minutes of instruction. OP agrees to provide this information to the District no later than forty-five (45) days before the start of school.

10.9 District Meetings, Initiatives, and Training. School staff under the supervision and control of OP will not be required but may participate in District training events or other meetings at the direction of the OP and prior approval of District. OP agrees that all School staff shall comply with and receive training required by Applicable Law.

10.10 Contractor Criminal History Background Checks. The District shall conduct criminal history background checks for all vendors and contractors selected by the District as well as for all District employees. OP shall conduct criminal history background checks for all vendors and contractors selected by OP as well as for all OP employees, or OP may contract with the District for such checks. The District and OP shall adhere to reporting requirements, definitions, and laws further detailed in Paragraph 11.03. Either Party's failure to comply with this Paragraph's reporting requirements shall amount to a Material Breach of this Agreement, after the expiration of (60) days after written notice and the failure to cure by a Party.

10.11 Technology Infrastructure; Network Services. The District shall continue to provide existing technology equipment to include computers, tablets, monitors, tablets, etc. The Operating Partner will be responsible for replacing devices for students and staff. The District shall also continue to provide network infrastructure and will continue to maintain and repair internet technology infrastructure equipment and improvements at the School as District will do for other similarly-sized District schools. OP shall collaborate with the District prior to purchasing technology hardware or software to ensure consistency between the District standard equipment and software alignment and the needs of the School.

10.12 Media Requests. The Parties agree to collaborate on responses to any media requests or press releases related to the School. The Parties shall collaborate prior to responding to any media request or making a press release and further agree that any statement made will have prior approval by each Party, which shall be reasonably and timely granted. This requirement does not apply to: (a) general communications regarding OP or the District that may include references to the School, or (b) crisis communications regarding the School.

10.13 10.13 Communications with Students' Parents. The Parties agree to jointly approve a protocol for communications with students' parents within sixty (60) days of the execution of this Agreement.

ARTICLE XI. STAFFING

11.01 Employment. OP is under no obligation to hire or contract with any person currently employed or contracted by the District in any capacity. Faculty and staff of the School, including, but not limited to, the School Leader, other administrators, teachers, and teaching assistants that are hired by OP are employees of OP and not of the District. The Parties acknowledge and understand that employees of OP are not subject to the District's compensation and benefits plan or contract or rights under personnel policies or procedures and that OP has sole authority over hiring, assignment, evaluation, development, advancement, compensation, continuation, and all other terms of employment with respect to OP's responsibilities detailed in Paragraph 9.01 of this Agreement and in accordance with OP's personnel policies.

11.02 Employee Documentation. Each Party shall be responsible for the formal documentation of the work performance of their respective employees. OP shall collaborate with the District to provide information to the District's Human Resources Director or

other designee regarding the work performance of District employees assigned to the School.

11.03 Criminal History Background Checks. Unless contracted for by the District as stated in Paragraph 10.10, OP 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 and the School's employees shall adhere to the laws set forth in Chapter 22, Subchapter C, Texas Education Code and 19 Texas Administrative Code §153 Subchapter DD. The District and OP are each considered an "educational entity" subject to the reporting requirements of Chapter 22A, TEC, and each is obligated to comply with the provisions of that chapter in regard to their respective employees. OP shall notify the District of any unlawful conduct or criminal misconduct or any misconduct which would require a report to TEA or the State Board for Educator Certification, pursuant to Chapter 22A, that is discovered by or reported to the School's Principal or other OP official immediately, but not later than within forty-eight (48) hours of such discovery or report. Failure to report to District as set forth in this Agreement shall constitute a Material Breach and allow District to terminate this Agreement, in accordance with Article IV and Section 10.10 of this Agreement. OP and the District shall cooperate with any subsequent investigations, as necessary to fulfill either Party's obligations under Applicable Law or policy.

11.04 Child Abuse Reporting. All District and OP employees including those assigned to the School shall comply with all Applicable Law governing mandatory child abuse and neglect reporting, including but not limited to the Texas Family Code Chapter 261, TEC §§ 38.004, and 38.0041, and 19 Texas Administrative Code § 103.1401.

11.05 Certified Personnel. The School's personnel shall, at a minimum, have the qualifications required by Applicable Law for the assigned role, except to the extent a requirement has been lawfully waived, or the individual is subject to a lawful exemption.

11.06 Employment Records. OP is responsible for maintaining the employment records for all OP personnel at the School. All employment records of OP employees only are the property of OP.

11.07 Employee Complaints and Grievances. The Parties agree that the District's employees' complaints and grievances will be governed by the District's policies and OP's employees' complaints and grievances will be governed by OP's policies.

11.08 Non-Solicitation. Both Parties agree not to hire any employee from the other Party without first conducting a reference check with the employee's current supervisor (or Human Resources Department, if preferred by supervisor), and until it receives written confirmation that the employee has been released from any contractual obligations with the other Party. For lateral hires, both Parties agree to make a good faith effort to hire any staff members making a lateral (same/similar position) transfer across organizations within a mutually agreed upon transfer window. This window will be set together annually for the coming school year before June 30. If a lateral transfer opportunity falls outside of the

transfer window and while the employee is under current contractual obligations to its current employer, the current employer must determine whether to release the employee's contractual obligation. Such release shall not be unreasonably withheld. For promotions, both Parties agree to make every good faith effort to hire staff applying for a promotion across organizations within the mutually agreed upon transfer window. If a promotion opportunity falls outside of the transfer window, both Parties agree to work together to ensure that the transition does not unnecessarily negatively affect student learning. Nothing in this Paragraph alters the nature of the ongoing relationship between any employee and his/her employer.

11.09 Teacher Retirement System. An employee of the OP is eligible for membership in and benefits from the Teacher Retirement System of Texas if the employee would be eligible for membership and benefits if holding the same position at the District.

11.10 Removal of District Personnel. OP shall have the sole authority to request removal of any District employee or District contractor assigned to the School. Prior to the removal of any District employee from the School, OP shall provide to the District any required documentation, after which, the District shall grant the request within twenty (20) calendar days. In the event that OP seeks to prevent any District employee from returning to the School for the upcoming school year, OP shall notify the District no later than March 1 of the current school year. In this event, the District may still require that OP submit any required documentation to the District Human Resources Department.

11.11 Restrictions. The School's employees shall comply with all applicable nepotism restrictions applicable to the District, including but not limited to those found in Texas Government Code Chapter 573, and those in the Texas Administrative Code. All persons employed by the District prior to the Commencement Date of this Agreement and assigned to work at the School by the District, will be considered "grandfathered in" and exempt from nepotism restrictions.

ARTICLE XII. ACADEMIC PLAN

12.01 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 Middle Curriculum), lesson plans, instructional strategies, and instructional materials, as defined in TEC, §31.002(1), to be used at the School. This authority includes sole 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, and other statutorily defined student populations.

12.02 Educational Plan or Academic Model. OP will implement the education plan described in its proposal to operate the School, attached as Addendum A-6. The OP will include in the plan the vision for the School, including its culture, curriculum, assessment program, instructional strategies, talent recruitment and management strategies, professional development activities or programs, evidence that the aforementioned strategies and programs can be effective with the student population served at the School,

and the management routines and practices to be implemented by the OP in managing the staff and academic programs at the School. OP will ensure that the curriculum satisfies the minimum requirements outlined in 19 TAC §74.2. OP agrees to notify the District of any significant alteration of this plan within ten (10) business days.

12.03 Selection of Instructional Materials. OP has sole authority to select instructional materials (as defined in TEC, §31.002(1)) for the School and represents that selected materials will align with the Texas Essential Knowledge and Skills ("TEKS"), or its successor, and any other standards that may be required under Applicable Law.

12.04 Assessments. OP has sole authority over the selection and administration of student assessments not required by federal or state law. The OP will adhere to the District's state assessment schedule.

12.05 Extracurricular Programming and Participation. Students enrolled at the School may join any extra-curricular activity offered to District students to the same extent as other students so long as participation does not interfere with the School's schedule, tutorials, or other parts of the Program as determined by the OP Principal and so long as such participation adheres to the rules and guidance of the University Interscholastic League ("UIL"). The OP will be responsible for funding the cost of extracurricular programming at the school site.

12.06 Student Behavior. Students enrolled at the School will be required to follow the OP's Student Code of Conduct as presented in its proposal to operate the School and attached as Addendum A-6. OP agrees to notify the District of any modification of its Student Code of Conduct in writing at least sixty (60) days in advance of implementation. OP agrees that it will not modify DAEP or expulsion provisions without consent of the District; provided, however, that such consent shall not be unreasonably withheld or delayed. OP agrees that a student shall not be suspended or expelled from the School for attendance or academic performance reasons. OP shall pay the District $130 per day for any student OP assigns to the District's DAEP. The District will reserve 4 seats for the OP's use at the DAEP. Any seats beyond 4 will require the provision or payment of staff to accommodate. Any special education services will need to be provided for or paid for in addition to the staffing costs above.

12.07 Due Process. OP will cooperate with the District to ensure that due process is afforded with respect to student removals and expulsions and in alignment with District student discipline policies and practices.

ARTICLE XIII. FACILITIES

13.01 Facilities. The District shall provide Facilities, in the form such facilities were dedicated to use by the School during the 2025-2026 school year, including classrooms, office furniture, equipment, and storage areas for the School. Prior to the Possession Date, as defined by Paragraph 13.03 below, the District and OP shall conduct a walk-through of the Facilities, during which OP may designate which furniture, equipment, and supplies shall be removed by the District. The District shall honor any such request within thirty (30)

calendar days. Facilities do not include classroom materials (e.g., books, notepads, pencils, etc.) or any other resources needed to deliver the School's academic curriculum. OP shall maintain all portions of the School in a safe, neat and orderly manner.

13.02 Ownership. The Parties acknowledge that all Facilities are owned by the District. Nothing in this Agreement conveys an ownership interest in any form to real or private property of the Facilities or its premises in favor of OP, which any claim of ownership interest OP disclaims in full.

13.03 Permitted Use. In accordance with Paragraph 2.04, beginning on July 1, 2026 ("Possession Date"), and during the Term of this Agreement, OP may use and occupy the Facilities solely for the operation of the School as permitted by this Agreement and Applicable Law. To the extent OP wishes to use the Facilities for educational activities, separate from the School but associated with its educational purposes, OP shall seek approval from the District, and such approval shall not be unreasonably denied; provided, however, that OP will remain responsible for all costs incurred by the District for such further use of the Facilities. Any use of the Facilities by any other individual, group, or organization shall be governed by the District's facilities use policies and subject to the appropriate cost for use of the facilities.

13.04 Furniture and Equipment for Classrooms and Instructional Areas. In consultation with OP regarding the furniture and equipment needs of the OP classrooms, the District will supply existing chairs, desks, bookcases, bookshelves, file cabinets, computer tables, conference tables, and other furniture as reasonably required for the School. Such furniture and equipment will be substantially the same as furniture and equipment provided in other classrooms for the same grade level and/or same subject at other District schools. OP also may furnish other furniture, fixtures, and equipment, at its cost and expense, as OP determines is required to implement OP's instructional program. The title to all furniture and equipment supplied by the District for use by OP remains vested in the District. The title to all furniture and equipment provided by the OP, without respect to source of funds, remains vested in OP. Each Party shall tag and identify its personal property so that ownership is clear. Each Party shall maintain an inventory list of all of its assets located at the school according to its own inventory control policies. Assets provided through the District's agreed-upon start-up capital contribution, even if procured by the OP, will remain the property of the District.

13.05 Fixtures and Alterations. OP may attach non-permanent materials and fixtures to the walls of the School's classrooms but may not make any other alterations (including adding or removing fixtures) in or to the School's classrooms or any other part of the District's facilities used by OP that would alter the walls, floors, or any other permanent structure of the District's premises without prior written consent of the District.

13.06 Surrender of the Facilities. On the termination of this Agreement, OP shall leave the Facilities in the same condition in which they were received unless otherwise agreed upon in writing. Reasonable wear and tear from use will be accepted. OP shall return and surrender to the District all exterior and interior door keys, security access cards, mailbox keys, and improvements that were provided to OP by the District. The obligations under this

Paragraph shall survive the termination of this Agreement.

ARTICLE XIV. FINANCIAL MATTERS

14.01 Payment Sources & Structure. The Parties understand that this Agreement allows for OP to receive the District's usual funds from the State's Foundation School Program ("FSP Funds") that all eligible students within the District receive, as well as federal funds received for services to students enrolled at the School, and to receive additional Senate Bill 1882 funds ("SB 1882 Funds") for those eligible students due to this partnership Agreement as described in Addendum A-11 – Calculation Model for Revenue Distribution. For purposes of this Agreement, FSP funds are based primarily on the weighted average-daily-attendance ("WADA") allocation received by the District under TEC Chapter 48, Tiers I and II for eligible students enrolled in the District and in actual attendance at the School.

14.02 Fee for District Services. During the Term of this Agreement, the District shall retain eighteen (18%) of all FSP Funds to cover the cost of the District's services provided in accordance with Section 9.02 of this Agreement and Addendum A-9 and to cover the cost of the District's administrative services, which includes an allocation for mandatory state and federal reporting and data system administration and authorizing oversight ("District Funds"). The District shall retain only the amount designated as the Administrative Fee and shall not retain or charge OP for any other fee or expense except as provided for in Section 9.02.1 and Addendum A-9 of this Agreement for student transportation, in Section 9.02.5 of this Agreement pertaining to Special Education Services, and in Section 14.03 of this Agreement pertaining to Optional District Services and shown in Addendum A-9. OP shall receive the remaining of all combined FSP Funds and SB 1882 Funds to operate and manage the School ("OP Funds"). Federal grant entitlement funding shall be distributed to OP in accordance with Section 14.06 and Addendum A-11 of this Agreement. Both Parties acknowledge and agree that the goal of this Agreement is to focus effort, money, assistance, and aid to the School's students The Parties agree that after two years of operation of this Agreement, the Parties will evaluate the finances and enrollment of the School and may reasonably consider redistributing funds under this Agreement.

14.03 Optional District Services. Optional District Services are available to OP in the categories and at the prices set forth in Addendum A-9. OP's cost for Optional District Services shall not exceed the cost charged to other campuses in the District for the same services. OP and District will collaborate to establish a projected annual cost for the Optional Services that the OP plans to purchase. Based on the projected cost, the District may deduct the prorated cost from OP's monthly revenue allocation. Periodically, throughout the term, the OP and District will reconcile the actual accumulated costs and the projected annual costs being deducted and will adjust the deductions accordingly. After the District's costs are finalized at year-end, a final reconciliation of goods and services purchased will be provided, and revenue deductions will be adjusted, if necessary.

14.04 Determination of Per Pupil Funding Allocation. In consideration of the services provided under this Agreement, the District shall pay OP for each school year of the Term. For the 2026-2027 school year ("Initial Year"), OP shall earn funding according to

the student allotment estimated calculation in the State Aid Template based initially upon projected enrollment. Funding estimates will be re-calculated periodically throughout the school year based on PEIMS snapshot enrollment data for the appropriate grade levels. The revenue allotment calculations will be updated continuously based on PEIMS data received throughout the year.

14.04.1. *Budget and Funding for the 2026-2027 School Year*. The budget for the first year of operation of the School is included as Addendum A-8 and contains the estimate of the number of students the School is expected to enroll in ADA for the *2026-2027* School Year, which will be the estimated ADA on which the initial monthly payment of the Fee will be based for that school year. Funding estimates will be re-calculated periodically throughout the year based on the PEIMS snapshot enrollment data received each 6-weeks.

14.04.2. *Settle-up*. The budget is an estimated financial plan that is available prior to the beginning of the school year. The estimated ADA and weights will be adjusted to actuals based on PEIMS throughout the year to determine earned allocations. The actual amounts earned, and expenditures charged are not fully known until December of the year following the school year. Settle-ups will occur approximately every six weeks, beginning 3 months after the Commencement Date and a final settle-up to be completed by December 15 of the year following the applicable school year. The parties will meet regularly throughout the school year to identify and discuss planned vs. actual earned revenue and to make financial adjustments accordingly.

14.05 Distribution of Funding Allocation. Payments of the funding allocation set forth above shall be made in monthly installments on the 15th day of each month during the Term, commencing on July 15, 2026. Settle-up will occur on an ongoing basis throughout the year, with reconciliations conducted following each 6-week PEIMS reporting period to ensure that funding, enrollment, and related allocations are aligned with the most current data.

14.06 Federal Grant Entitlement Funding. Including the OP Funds defined in Section 14.02 of this Agreement, the District shall annually allot to OP a pro-rata share of the District's federal grant entitlement funding (i.e., Title I, Title II, and IDEA-B funding) based on student enrollment at the campus and as shown in Addendum A-11. Title II funds will be distributed on a per-pupil basis and passed through, given that all staff will be employees of Third Future rather than the District. The District shall not withhold any indirect cost from any category of federal grant entitlement funding. OP shall access federal grant entitlement funding through the District's process for spending reimbursement.

14.07 Campus Capital Start Up Funding. In addition to the funds owed to OP under Section 14.01 through Section 14.06 of this Agreement, the District shall pay OP the amount of $250,000 as consideration for campus capital start-up costs. The District shall pay the OP an amount not to exceed $250,000 as consideration for campus capital start-up costs. This funding will be provided on a reimbursement basis. Any capital purchases made with these funds will remain the property of the District. This start-up funding shall be remitted to OP with the first monthly installment due to OP on July 15, 2026.

14.08 Limitations. Notwithstanding any terms herein to the contrary, the District's obligation to compensate OP 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 School. In the event that such funding is not received the District shall not be obligated to pay OP, this Agreement shall be terminated in accordance with Section 4.02 of 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 to the date of such termination with remaining unearned and advanced funds returned to the District. This section shall not be construed to relieve the District of any responsibility or obligation to OP if the District fails to receive funding caused by a failure of the District to comply with requirements, in good faith, necessary for securing funding from the State of Texas.

14.09 Use of Federal and State Grants. Federal and state 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 such grant funds from TEA. In the event the District is ever required to refund any funds received from TEA specifically designated for any Federal or State grant program at the School, then it is understood and agreed that OP shall be liable for and shall refund such amounts received if OP failed to follow an applicable rule. The District may apply for District and/or School-specific grants and the School shall receive funds from any grants awarded the District based on a per-student allocation, provided the District shall only apply for School-specific grants in coordination with OP and with OP's written approval. Should OP fail to respond to a properly received written request for approval within seven (7) calendar days, OP's approval shall be presumed, and the District may proceed in applying for School-specific grants without OP's written approval. The District shall not be entitled to retain any portion of grant funds awarded directly to OP and managed solely by OP. Both the District and OP agree to use any such grant funds in accordance with and for the purposes specified in the grant's application and in the grant award.

14.010 Contracting, Purchasing and Procurement. Excluding services that the District provides to OP under this Agreement, OP may establish school-level systems for obtaining, procuring, contracting with, and paying its vendors for goods it acquires and services it provides under this Agreement and in accordance with Applicable Laws. 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 School.

14.10 Accounting and Audits. OP shall comply with generally accepted fiscal management and accounting principles. OP's annual financial reports will be provided to the District in Governmental Accounting Standards Board (GASB) format and its monthly financial reports will be provided in Financial Accounting Standards Board (FASB) format. The Parties shall comply with the financial performance goals detailed in Addendum A-3, which shall include, but is not limited to, a completion of OP's annual financial report with respect to operation of the School, receipt of an unqualified audit opinion with respect to operation of the School, and specific consequences in the event that OP does not meet the financial performance goals with respect to its operation of the School. In addition to any

audits required by Applicable Law, OP shall submit to the District within one hundred eighty (180) days following the end of each fiscal year during the Term of this Agreement, financial statements pertaining to operation of the School audited by an independent certified public accountant. The District shall also retain the right to conduct its own campus audit of the School and annual audit of OP's management of funds received for operation of the School as it deems necessary. Network share will not exceed 10%, with the remaining 90% of revenues allocated directly to support students. The OP will provide to District a campus income statement and a detailed transaction ledger of all expenditures for each campus on a semi-annual basis as described in Addendum A-3 – Student Outcome and Financial Performance Goals. 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.

14.11 Refund upon Termination; Over Allocation. In the event of termination during the Term of this Agreement, or an over allocation determined under TEC § 48.272 or otherwise, OP agrees to refund to the District, within sixty (60) days of the date of termination or over allocation determination, all advanced but unearned funds.

14.12 Transparency. Within ten (10) business days of OP's written request, District shall provide any formula's, documentation, budgets, financial statements, or any other materials that District used in determining any funding allocations, withholding of any funds, District Administrative Services under Addendum A-9, or administrative costs that affect OP's financial circumstances under this agreement. OP's requests shall be narrowly tailored to those documents or items that it requires for a specific purpose and OP agrees to pay the direct and documented costs for the District's production of such items.

ARTICLE XV. RECORDS AND REPORTING

15.01 Records Management System. The Parties shall maintain a records management system that conforms to the system required of school districts under the Local Government Records Act, § 201.001 et seq., Local Government Code, and rules adopted thereunder; provided, however, that records subject to audit shall be retained and available for audit for a period of not less than five (5) years from the latter of the date of termination or renewal of this Agreement.

15.02 State and Federal Reporting. OP shall report timely and accurate information to the District for District compliance with all applicable state and federal requirements. The District shall provide OP with a schedule of reporting requirements and deadlines for OP's compliance. The schedule shall be provided on an annual basis. OP shall report information in the manner requested by the District and correct any demonstrable errors as requested by the District.

15.03 Lawful Disclosure. The Parties agree to comply with all requirements of the FERPA and the Texas Public Information Act ("TPIA"). In the event that the District is

required to furnish information or records of the School pursuant to the TPIA, OP shall furnish such information and records to the District, and the District shall have the right to release such information and records. Either OP or the District may object to disclosure of information and records under FERPA or the TPIA.

ARTICLE XVI. INTELLECTUAL PROPERTIES

16.01 Proprietary Materials. To the extent applicable, each of the Parties shall own its own intellectual property including without limitation all trade secrets, know-how, proprietary data, documents, and written materials in any format. Any materials created exclusively by the District for the School shall be owned by the District, and any materials created exclusively by OP for the School shall be OP's proprietary material, regardless of the funding source used to create such materials. The Parties acknowledge and agree that neither has any intellectual property interest nor 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.

16.02 Name. OP owns the intellectual property right and interest to all of its intellectual property, including, but not limited to, the names "Third Future Schools-Texas" and "Third Future Schools" ("Third Future Names"). The Parties agree that the Third Future Names may be used by the District during the Term of the Agreement. The Parties agree that after the expiration or termination of this Agreement, the District shall not use the Third Future Names for its own individual purposes.

ARTICLE XVII. INSURANCE

17.01 Insurance Coverage. OP shall secure and keep in force during the Term of this Agreement commercial general liability and professional liability insurance coverage, including contractual coverage, and automobile liability insurance coverage, with minimum liability limits of $1,000,000 per occurrence, with a $2,000,000 annual aggregate. In addition, OP shall secure and keep in force sexual misconduct and molestation coverage as of July 1, 2026, applying the same minimum liability limits as above. The District is to be named as an additional insured under such coverage for any liability arising, directly or indirectly, under or in connection with this Agreement, or with regard to the operations of the School or any event arising therefrom. OP shall also maintain (a) broad form casualty coverage for all personal property located or used at the School, including the Furnishings, which coverage shall be on a full replacement value basis, and (b) worker's compensation insurance to the extent required by the laws of the State of Texas. Any deductible or other similar obligation under OP's insurance policies shall be the sole obligation of OP and shall not exceed $25,000. The District shall maintain its current loss prevention or self-insurance plan on the Facilities and on its personal property and commercial general liability coverage applicable to any services it provides at the School, in substantially the same manner as it maintains such insurance with respect to other District schools. Notwithstanding the foregoing requirement regarding insurance coverage, the District shall have the right to

insure or self-insure part or all of said insurance coverage in the District's sole discretion, which may be changed in the future as determined by the District.

17.02 Form of Policies. All of OP's insurance policies shall be issued by insurance companies qualified to operate in Texas and otherwise reasonably acceptable to the District. Such policies shall name the District, and such other related parties as the District elects, as additional insureds. Evidence of insurance shall be delivered to the District five (5) days prior to the Effective Date of this Agreement and thereafter within thirty (30) days prior to the expiration of the term of each such policy, or immediately upon OP's obtaining a new policy. Such coverage may be maintained under a blanket insurance policy of OP.

17.03 Evidence of Insurance. Upon request, a Party will furnish a certificate of insurance to the other Party evidencing the required coverage within thirty (30) days after the Possession Date of this Agreement and annually thereafter. Each Party will provide to the other Party notice of any cancellation or material adverse change to such insurance within thirty (30) days of such occurrence.

17.04 Cooperation. To the extent that it is reasonably practicable, each Party will comply with any information or reporting requirements required by any of the other Party's insurers.

ARTICLE XVIII. INDEMNIFICATION

18.01 TO THE EXTENT PERMITTED BY APPLICABLE LAW, OP AND THE DISTRICT AGREE TO COMPLY WITH THE FOLLOWING INDEMNITY PROVISION:

EACH PARTY (the "Indemnifying Party") covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the OTHER PARTY and the elected officials, employees, officers, trustees, directors, volunteers and representatives of the OTHER PARTY, individually and collectively, in their official and individual capacities, (the "Indemnified Party"), from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death or property damage, made upon the Indemnified Party directly or indirectly arising out of, resulting from or related to this Agreement or the Indemnifying Party's activities under this AGREEMENT, including any acts or omissions of EITHER INDEMNIFIED PARTY, any agent, officer, director, representative, employee, consultant or subcontractor of EITHER INDEMNIFIED PARTY, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this AGREEMENT. IN THE EVENT OP AND THE DISTRICT ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE PARTIES UNDER TEXAS

LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this MUTUAL INDEMNIFICATION are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity or third-party.

EACH PARTY shall advise the OTHER PARTY in writing within twenty-four (24) hours of any litigation claim or demand against EITHER PARTY related to or arising out of the Agreement or the activities under this AGREEMENT.

ARTICLE XIX. GENERAL AND MISCELLANEOUS

19.01 Entire Agreement; Order of Precedence. This Agreement, including all referenced attachments and terms incorporated by reference contains the entire agreement of the Parties. All prior representations, understandings, and discussions are merged into, superseded by and canceled by this contract. In case of conflict, the order of precedence of the documents constituting this Agreement is as follows, each listed document superseding in the event of any conflicting provision in a later listed document: (1) this Agreement; (2) Addendum A-1; (3) Addendum A-6; and (4) all other addenda to this Agreement. Any future amendment of this Agreement shall be in writing and shall be signed by both Parties.

19.02 Severability. The Parties intend that each provision hereof constitute a separate agreement between or among them. Accordingly, the provisions hereof are severable and in the event that any provision of this Agreement shall be deemed invalid or unenforceable in any respect by a court of competent jurisdiction, the remaining provisions hereof will not be affected, but will, subject to the discretion of such court, remain in full force and effect, and any invalid or unenforceable provision will be deemed, without further action on the part of the Parties, amended and limited to the extent necessary to render the same valid and enforceable and reflect the intent of the Parties.

19.03 Waiver. No waiver of any provision of this Agreement will be effective unless in writing, nor will such waiver constitute a waiver of any other provision of this Agreement, nor will such waiver constitute a continuing waiver unless otherwise expressly stated.

19.04 Venue and Jurisdiction. OP and the District agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in San Antonio, Texas. Any action or proceeding to enforce the terms of this Agreement or adjudicate any dispute arising out of this Agreement shall be brought in a court of competent jurisdiction in Bexar County or in the United States District Court for the Western District of Texas, San Antonio Division.

19.05 Governing Law. The laws of the State of Texas, without regard to its conflict of law's provisions, will govern this Agreement, its construction, and the determination of

any rights, duties, obligations, and remedies of the Parties arising out of or relating to this Agreement.

19.06 Assignment. Except as otherwise provided in this Agreement, neither Party may assign or delegate any rights or obligations under this Agreement without the prior written consent of the other Party.

19.07 Successors and Assigns. This Agreement will be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

19.08 Headings and Captions. The headings and captions appearing in this Agreement have been included only for convenience and shall not affect or be taken into account in the interpretation of this Agreement.

19.09 Competition. OP, its subsidiaries, and/or its related entities shall not fund or operate any educational institution in the District's Attendance Area during the Term of this Agreement unless such educational institution is authorized by the District.

19.10 Days. Any timeline in this Agreement referencing "days" shall mean business days on which the District is open for school as set forth in its school calendar unless otherwise clearly stated.

19.11 Notice. Any notice or communication required or permitted hereunder shall be given in writing, sent by (a) personal delivery, or (b) expedited delivery service with proof of delivery, (c) United States mail, postage prepaid, registered or certified mail, or (d) via facsimile, telegram or e-mail, address as follows:

If to the OP:	If to the District:
Mr. Zach Craddock	Dr. Jaime R. Aquino
Third Future Schools-Texas	San Antonio ISD
Chief Executive Officer	Superintendent
411 W. Monroe St.	514 W. Quincy St.
Austin, TX 78704-3025	San Antonio, TX 78212

19.12 Force Majeure. If the performance of this Agreement or any obligations hereunder is prevented by reason of epidemic, pandemic, earthquake, hurricane, fire, flood or other casualty, or due to strikes, riot, storms, explosions, acts of God, war, terrorism, governmental or court order, or a similar occurrence or condition beyond the reasonable control of the Parties, the Party so affected shall, upon giving prompt written notice to the other Party, be excused from such performance during the period of prevention. Notice must specifically reference this section and identify the start date and predicted or known end date of the Force Majeure preventing performance. To the extent that this Agreement cannot be continued due to Force Majeure, the termination provisions set forth in Section 4.02 shall apply.

19.13 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one

and the same instrument.

{Signature Page Follows}

DRAFT

Entered into this ____ day of _____, 2026

By: _____
Dr. Jaime R. Aquino
Superintendent, San Antonio Independent School District

By: _____
Ms. Alicia Sebastian
Board President, San Antonio Independent School District

By: _____
Mr. Zach Craddock
Chief Executive Officer, Third Future Schools-Texas

By: _____
Mr. Conrad Coleman
Board President, Third Future Schools-Texas

DRAFT

ADDENDA REFERENCE

Addendum 1: SAISD Charter Policy

Addendum 2: Third Future Schools Board Adopted School Policies

Addendum 3: Student Outcome and Financial Performance Goals

Addendum 4: OP Governing Board

Addendum 5: School Attendance Area

Addendum 6: OP Charter Proposal (Application)

Addendum 7: Facility Plan

Addendum 8: First Year Budget

Addendum 9: District Administrative and Optional Services

Addendum 10: Menu of SAISD Staffing Services – Hourly Rates

Addendum 11: Calculation Model for Revenue Distribution

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Addendum A-1: SAISD Charter Policy

DRAFT

E – Instruction No. 27	E27
Revised: October 25, 2021	
Posted: October 26, 2021	

IN-DISTRICT CHARTER SCHOOLS AND SENATE BILL 1882 PARTNERSHIPS

This administrative procedure covers the authorization and oversight of in-district charter schools and Senate Bill 1882 partnerships at San Antonio ISD, as required by SAISD Board Policy EL(LOCAL).

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VIII. Senate Bill 1882 Partnerships

I. IN-DISTRICT CHARTER SCHOOLS OVERVIEW

An in-district charter school is an SAISD school that has been granted a "charter" by the SAISD Board of Trustees. State law allows school boards to grant in-district charters to educators who are interested in creating new, high-quality schools or redesigning neighborhood schools. In-district charter schools are subject to many of the same laws as regular district schools, such as laws on state accountability, special education, and student safety. However, the Board of Trustees has the ability to grant increased autonomy to in-district charter schools over the use of time, talent, and resources, in return for greater accountability for student achievement.

The theory of action behind in-district charter schools is that by empowering educators with the autonomy to design and run high-quality schools, SAISD will increase the number of best-fit school options that students can access, regardless of their academic abilities or where they live. In addition to this administrative procedure, more information on in-district charters at SAISD may be found at www.innovatesaisd.org.

The phrase "in-district charter school" is used in this procedure to clarify that these schools remain SAISD schools with SAISD students. "In-district charter school" may also be abbreviated to "charter school" in this procedure; both phrases have the same meaning.

II. TYPES OF IN-DISTRICT CHARTER SCHOOLS

There are two types of in-district charter schools permitted by SAISD Board policy:

A. Campus Charter – In a campus charter, the staff and parents from an existing campus apply to become a charter school. The charter may cover the whole campus or a program within the school that serves a segment of the school's student body. Charters that are for a specific program only are sometimes referred to as "program charters". The rules for campus and program charters are the same, so this procedure will refer to them both as "campus charters".

B. District Charter – With a district charter, the Superintendent requests that the Board create a new charter school or redesign an existing school based on District need.

Both types of charter schools follow a similar process for creation (also known as "authorization"). After authorization, both types of charters are held accountable in the same way. The main difference between campus and district charters is that campus charters are required by law and policy to obtain petitions (votes) from their teachers and parents before seeking SAISD Board approval.

III. IN-DISTRICT CHARTER SCHOOL AUTHORIZATION

In order for the SAISD Board to consider authorizing (or approving) a new in-district charter school or a revision to an existing in-district charter, the school must follow the district's designated process for authorizing charters, which is called the Annual Call for Quality Schools. A high-level summary of the Annual Call is described below. A more detailed description of the process, along with current deadlines and all the required documents, may be found at: https://innovatesaisd.org/annual-call/. Organizations applying to become a Senate Bill 1882 partner with the District will also follow this process. (See Section VIII below for more information on Senate Bill 1882 partnerships.)

A. Before Applying

Before an applicant considers applying to become an in-district charter school, revise its charter, or become an SB 1882 partner, the applicant should learn more about what it means to be an in-district charter by contacting SAISD's Office of Innovation ("OI"). For existing schools, the school's leadership should also confer with the school staff to gauge interest. Participating in the Annual Call is a time-consuming process, so it is important that campus staff are fully invested. Upon request, OI staff can present to campus staff and potential SB 1882 partners on the in-district charter process, timeline, and requirements. Applicants should begin planning for this process at least one year before applying.

B. Letter of Intent

Each summer, OI will communicate to the public that the district is seeking proposals to design new schools or redesign existing schools through the Annual Call for Quality Schools. The process may be open to all schools or a select group of schools, and it may request proposals that include specific school models, or it may be intended for specific geographic areas of service. The Annual Call will align with the district's strategic plan and serve as a mechanism to ensure the availability of best-fit schools in every neighborhood across the district. In order to begin the process, interested schools must submit a non- binding letter of intent, which may be found here: https://innovatesaisd.org/resources/.

C. Application Development

Applicants will have several months to write their in-district charter application. OI will also host workshops designed to help applicants better understand the required components of the application and rubric. District staff are not involved in writing the application and are prohibited from doing so. The application templates may be found here: https://innovatesaisd.org/resources/.

D. Teachers and Parent Petitions for Campus Charters

Neighborhood schools that apply to become in-district charters and any existing campus charter schools that seek to revise their charter must obtain the support of at least 2/3 of classroom teachers and parents to move forward in the process. This is required by state law and board policy EL(LOCAL). Prior to asking teachers and parents to vote on the in-district charter, applicants will do an in-depth stakeholder map and conduct staff and parent engagement during the summer and fall. See Section IV below for a more detailed description of the requirements and process for charter petitions.

E. Application Evaluation and Recommendation

1. Overview

OI will convene an evaluation committee to assess submitted applications and ensure that only applications that "meet standard" under the evaluation rubric are recommended to the SAISD Board for approval.

2. Evaluation Committee.

OI staff will select committee members for the Evaluation Committee. Subject to OI discretion, the committee members may include campus principals, district leadership from relevant departments, as well as external education professionals. Committee members must have experience in public education and be able to review charter applications objectively. All committee members will be required to disclose any potential conflicts of interest they may have with an applicant.

Depending on the number of applications, there may be multiple evaluation committees, and there will be no less than three committee members on each evaluation committee. An OI staff person will facilitate the process. All evaluations are independent and objective, and all evaluation documents, including any notes from committee members, are considered public documents that are subject to Freedom of Information Act requests.

3. In-Person Application Review.

The first critical phase of the evaluation process is an in-person application review, which will consist of the following steps:

- OI will randomly assign charter applications to the committees. Each committee will meet in person to review their assigned applications together.
- The OI facilitator will provide each committee member a copy of the assigned charter applications, along with one scoring sheet per committee member, per application. The scoring sheet will be based on the published evaluation rubric.
- Each member of the committee will read the question silently and write a score for that section and offer written feedback or questions. After each person has a chance to score the question, the group will discuss the scores and develop a group score based on consensus. This means that the group as a whole must agree on a score for each question. If the committee cannot reach consensus on a question, the group score for that question will be the most frequently selected rating from the individual committee members.
- The committee will follow this process for every question of the application. The only portion of the scoring sheet that the committee will not complete is the score for the capacity interview, which is described below.
- The group score will be the official score provided to applicants and the SAISD Board, but OI will maintain all individual scoring sheets for record-keeping purposes. All scoring sheets are available to the public upon request.
- Each committee member will sign and date his or her own scoring sheets, and the entire group will sign and date the group consensus scoring sheet.
- The OI facilitator will have his or her own individual scoring sheet and will also record the group consensus score on a separate scoring sheet. (As an example, if there are 3 charter applications and 5 members on the evaluation committee, there will be 15 individual scoring sheets and 3 group scoring sheets at the end of the exercise, for a total of 18 scoring sheets.)
- OI will provide a copy of the final group consensus scoring sheet, with a summary of the individual committee members' feedback, to the applicant team prior to the capacity interview.

4. Capacity Interview

The second part of the evaluation is an in-person capacity interview in which committee members will have the opportunity to assess the applicant's ability to articulate the proposed plan, provide responses to clarifying questions, and otherwise defend their application. The interview will be scored on the same scoring sheet used in the application review.

The interview will be an in-person meeting with both the applicant team and the evaluation committee. The questions may be different for each applicant team, because they will be based on the committee's written feedback on the application.

At the conclusion of the interview, the applicant team will leave the room, and the committee will individually score the applicant team on their performance in the interview, using the scoring sheet from the application review. The committee will discuss their scores and generate a group consensus score on the interview. If the committee cannot reach consensus on a question, the group score for that question will be the most frequently selected rating from the individual committee members. The OI facilitator will record the group score.

5. Recommendation to SAISD Board.

After the application review and capacity interview is complete, OI will tally the scores and prepare a final Evaluation Summary. Applications in which a majority of responses received either "Met Standard" or "Exemplary" on the group consensus scoring sheet will be recommended to the Superintendent and Board of Trustees for approval. The recommendations will be presented to the Board at a public board meeting. Each applicant will receive a copy of the final Evaluation Summary prior to the Board meeting.

For applications that did not meet standard, if the committee determines that the application would require substantial revisions in order to meet standard, the committee will notify the school that their application will not be recommended for approval. If the committee determines that application could meet standard with minor revisions, the committee will provide a limited amount of time for the school to revise the charter application. The committee will then re-evaluate only the sections that were re-written. Schools that are not recommended for approval may apply again in future years.

F. School Performance Contracts

1. Performance Contracts Overview

Along with the in-district charter application, the Board of Trustees will also review and approve rigorous performance contracts for all in-district charter schools. These contracts are developed by OI and the SAISD Accountability, Research, Evaluation and Testing Department ("ARET Department"), in collaboration with the schools and partner, if applicable. The contracts will include metrics on STAAR achievement and growth, fidelity

to the charter, teacher and parent satisfaction, student attendance and attrition, and financial health. New charter schools will always receive an initial contract term of three years. On an annual basis, OI will monitor and publish school results at a public board meeting. Before the charter's contract term expires, the Board will review the school's results and determine whether to renew or revoke the charter or place the charter on probation. See Section VI below for more information on the charter performance review and planning process.

2. Creation and Approval of Tentative Contract Metrics

Performance contracts will be developed by OI in collaboration with the ARET Department. The ARET Department will create proposed metrics for a school's performance contract using the school's Performance Objectives as a baseline. (Performance Objectives are annual goals created by the ARET Department for every school each year based on historical performance data.) The draft performance contract metrics are intended to be rigorous, yet realistic and based on the school's baseline data. OI staff will review the proposed metrics and provide them to the school's principal and partner, if applicable, for review and feedback. OI will finalize the metrics with the ARET Department and submit them to the board in the form of a "tentative" performance contract for a three- to five-year term, in accordance with EL(LOCAL).

3. Finalizing Performance Contracts with Baseline Data

The Board will approve tentative performance contracts in the spring, but all contracts will be revised and finalized after baseline academic data is available in the fall of the following school year. For district schools that are converted into charter schools and for existing charter schools that have revised their charter, OI staff will hold a conference with the school's leadership team and partner, if applicable, in the fall of year one of the charter to review baseline performance data from the previous school year. For new startup schools without any baseline data, OI will hold a conference with the school's leadership and partner, if applicable, in the fall of year two of the school's operation to review baseline performance data from the school's first year of operation. Following these conferences, the tentative performance contract metrics will be updated and submitted to the Board of Trustees for approval. Thereafter, the SAISD Board and OI staff will monitor, evaluate, and publish in-district charter school performance on their contract goals on an annual basis.

G. SAISD Board of Trustees Review and Approval

The SAISD Board of Trustees serves as the authorizer for all in-district charter schools. OI will submit all recommended charter applications and performance contracts to the Board for consideration in a public board meeting. If an application is approved by the Board, it has become "authorized" as an in-district charter. No further action by the Texas Education Agency ("TEA") or any other governmental entity is required.

H. Federal Startup Grant

New in-district charter applicants may be eligible for the federal Public Charter School Program ("PCSP") grant, which is a one-time grant to support school planning and startup expenses like professional development and technology. (This is not a permanent infusion of school funding.) If a school has received a PCSP grant in the past, it will not be eligible for another grant. This is a competitive grant, so the award is not guaranteed. Awards are typically in the range of $800,000 per school over two years, but this is subject to change by TEA. Applications will be submitted by the SAISD Grants Department. Other than this competitive grant, there is no additional funding available to in-district charter schools.

I. In-District Charter Implementation

After a school is approved by the Board as a new or revised in-district charter, the school and partner, if applicable, will be expected to implement the programs and strategies described in the in-district charter application. Part of the application includes an implementation plan, which will be helpful as the school conducts professional development, selects a unique curriculum, restructures the school calendar, or employs whatever new strategies are included in the school's plan. OI will work with the school and relevant SAISD departments to execute any approved school autonomies over the use of time, talent, and resources. See Section V. below for more information on charter school autonomy.

J. Choice School and Student Enrollment

New startup schools that are authorized as in-district charter schools will be considered "Choice Schools" and will be subject Administrative Procedure F51 in regard to student enrollment. When neighborhood campuses go through the Annual Call for Quality Schools and are authorized to become an in-district charter, the neighborhood campus will be identified as a Choice School with an attendance boundary. For enrollment purposes, all students enrolled in the neighborhood school in the year it becomes authorized fall under Administrative Procedure F51 for the upcoming school year. However, the neighborhood school will not participate in the Choice Schools process until the following year (i.e., the first year that the school is operating as an in-district charter school).

IV. CHARTER PETITIONS FOR CAMPUS CHARTERS

A. Which Schools Must Collect Petitions

As required by state law and EL(LOCAL), the following schools must collect in-district charter petitions:

1. Existing schools that desire to convert into an in-district charter. An existing school is defined as a school with currently enrolled students.
2. Existing in-district charter schools that were created through the petition process and seek to revise their charter.

In-district charter schools that were created by the district and were not required to collect petitions when they were authorized do not have to collect petitions to revise their charter.

B. Number of Petitions Required

Pursuant to EL(LOCAL), schools that are required to collect petitions must obtain the support (votes) of 67% of classroom teachers and 67% of parents of enrolled students. For example, if a school has 20 teachers, and 14 vote yes, 4 vote no, and 2 do not vote, that school would have obtained a "yes" vote from 70% of their teachers, and therefore would be eligible for approval, assuming they obtain the required parent support as well. An abstention (i.e., not voting) counts as a no vote. State law requires the support of only a majority of teachers and parents, but the SAISD Board has set a higher threshold in order to emphasize the importance of teacher and parent engagement in the charter process.

C. Classroom Teacher Petitions

Only "classroom teachers" can vote. Under state law, "classroom teacher" means an educator who teaches in an instructional setting an average of four hours or more each day at the school.

3. Special education, G.E.C., and elective teachers, and teachers who are split among more than one campus, are all considered classroom teachers if they teach an average of four hours a day at the school.
4. Administrators, office staff, counselors, librarians, instructional assistants, and instructional coaches are not considered classroom teachers and will not vote.

Before asking teachers to vote on the charter application, schools must give teachers sufficient time to read the charter application and provide feedback. It is recommended that schools provide hard copies of the charter in the main office and email the charter to all staff after it is complete.

Before beginning the vote, schools must submit a teacher roster to OI and designate which staff members are "classroom teachers" according to the criteria listed above. Teacher voting will take place using an online form created by OI. OI will designate a timeline during which voting must occur. Teachers may vote on their own time or schools may arrange for teachers to vote in person at a group meeting, provided that the voting takes place using the online form and is completely anonymous to the school staff. Only Office of Innovation staff who are facilitating the process and SAISD Internal Audit should have access to teachers' responses.

The principal must notify OI after teacher voting is complete. OI will then tally the votes and submit the voting count to the principal. OI will keep confidential the voting record of individual teachers. The public will only see the voting totals.

D. Parent Petitions

The person voting as "parent" is the person who is indicated on the student registration form at the campus. If the person on the registration form is unavailable to vote, the

"parent" may be anyone who is currently legally responsible for the child (i.e., a different parent or guardian, including a relative or non- family member if that person is the person responsible for that child). If there is more than one parent or guardian, either person can vote as parent, but there is only one vote per household. (For example, one vote for 3 siblings enrolled at the same school.)

It is important that the school determine the correct number of parents at their campus, in order to confirm how many petitions are needed to reach the required 2/3 threshold for Board approval. OI will work with schools to establish a current and valid parent roster. OI will provide additional guidance to schools regarding how to document and tally parent petitions.

Before asking parents to vote on the charter application, schools must give parents sufficient time to read the charter application and give feedback. It is recommended that schools provide hard copies of the charter in the main office and post the charter on the campus website. It is highly recommended that schools convene one or more parent meetings to formally present and discuss the charter. Parents will always have the option to vote online or with a paper form created by OI. Both options will be in English and Spanish. Votes must be submitted by the deadline designated by OI.

The following are recommended strategies for schools to gather parent petitions:

5. Create a petition-gathering team (include parents if possible).
6. Develop a one-minute elevator speech for in-person encounters.
7. Communicate early and often through phone and text messages, social media, newsletters, classroom communications, bulletin boards, and word-of-mouth.
8. Send petitions home with students and hold teachers and students accountable for students in their homeroom.
9. Utilize existing events with high parent participation to obtain votes (e.g., sporting events, student performances, report card nights, etc.).
10. Engage parents whenever they visit school (pick up & drop off, office visits, events, sports, etc.).
11. Set up a petition table at a local business.
12. Block walk and visit parents' homes.

In order to be eligible for consideration by the SAISD Board, all charter applicants must submit printed copies of the parent charter petitions and a log of all electronic votes to OI, in the format required by OI, by the published deadline.

E. OI Review of Petitions

OI will ensure that each school collected its petitions in accordance with SAISD Board policy and procedure by taking the following actions:

For Teacher Petitions:

13. Review the names of the teachers who voted and compare to the teacher roster provided by the principal. If any votes are from employees who do not classify as "classroom teachers", those votes will not be counted.
14. Document the total number of teachers and the number of teachers who voted yes, no, or did not vote.

For Parent Petitions:

15. Review the parent roster provided by the school to confirm the total number of households.
16. Verify that there were no duplicate parents included on the roster.
17. Count all paper petitions and document the number of parents who voted yes, no, or did not vote.
18. The following will make a petition invalid: (i) the parent name is missing or illegible; (ii) the student name is missing or illegible; or (iii) there is no yes or no vote selected.
19. Select a random sample of 10% of the yes petitions and review those petitions against the parent roster. Any petitions with missing information or that are actually no votes or duplicate votes will be removed from the yes total.

OI will create a spreadsheet to document the official count of charter petitions and the results of the 10% random sampling. After completing its review, OI will deliver its spreadsheet, the petitions for each school, and any additional procedures used by OI to the SAISD Internal Audit Department to conduct its review of petitions.

F. Internal Audit Review

Each year, the Internal Audit Department will review the petitions received from OI to confirm that the required 67% support of classroom teachers and parents at the campus was met. Internal Audit will also sample a percentage of petitions to verify the integrity of the responses provided. Internal Audit will produce a written summary of its review and provide a copy of the report to OI and the SAISD Board. The specific procedures utilized by Internal Audit to conduct its review of petitions each year will be at the discretion of Internal Audit. In addition to the required Internal Audit review of petitions, OI will annually invite Internal Audit to review and audit the entire Annual Call for Quality Schools process or specific aspects of the process in order to promote transparency and continuous improvement.

V. SCHOOL AUTONOMY

A. District Theory of Action

Board policy AE(LOCAL) defines SAISD's theory of action as "Managed Instruction with Performance Empowerment". To meet the District's student growth and achievement goals

aligned with its strategic plan, the Board believes it is essential that they empower campus leaders so that the *school* becomes the key unit of change, encouraging innovation, autonomy, and differentiation at each campus. School leaders, working collaboratively with their leadership teams and school community, should be empowered to set the vision, strategies, and priorities for their school. District staff will establish performance expectations and ensure equity among all SAISD students.

B. Scope of Charter Autonomy

Pursuant to EL(LOCAL), all schools that participate in the Annual Call and receive Board approval of their charter application will automatically receive a waiver of all applicable District policies and procedures. While these autonomies are granted by policy, charter applicants are also required to describe in their application each autonomy they intend to utilize and a rationale for the autonomy, in order to communicate the school's intentions to the district, campus staff and parents, and allow for the necessary planning to occur at the district level.

Examples of autonomies available to campuses are described below:

1. Time – Schools may create their own schedule, calendar or grading periods that align to their academic model and community needs, or they may opt-out of specific mandated district trainings.
2. Talent - Schools may expand or modify hiring protocols or create new staff positions within the school's allotted funds and allocations.
3. Resources - Schools may develop their own school budget within district allocated staffing and budget formulas, collapse positions and receive the corresponding funds, or obtain more flexibility in selecting community partners.

C. Limits to Charter Autonomy

In accordance with Texas Education Code Sections 12.055 and 12.056, in-district charter schools do not have autonomy, and are subject to state law in the same manner as non-charter schools, in the following areas:

1. Criminal offenses;
2. Public Education Information Management System (PEIMS);
3. Criminal history records under Subchapter C, Chapter 22;
4. High school graduation under Section 28.025;
5. Special education programs under Subchapter A, Chapter 29;
6. Bilingual education under Subchapter B, Chapter 29;
7. Prekindergarten programs under Subchapter E, Chapter 29;
8. Extracurricular activities and University Interscholastic League (UIL) rules under Section 33.081;
9. Health and safety under Chapter 38; and
10. Public school accountability under Subchapters B, C, D, F, and J, Chapter 39, and Chapter 39A.

In addition, SAISD in-district charter schools do not have autonomy over student enrollment. In order to provide equity of opportunity and ensure access for historically disadvantaged students, all SAISD schools, including charter schools, must participate in the district's unified enrollment system and adhere to District policies and procedures on student enrollment, including FD(LOCAL), FDA(LOCAL), F1, and F51.

All district schools, including charter schools, also agree to participate in beginning-of-year, middle-of- year, and end-of-year district-wide NWEA MAP assessments.

All in-district charter schools with SAISD employees must follow the district's policies and procedures for employee evaluation and appraisal, including requirements related to the Texas Teacher Evaluation and Support System ("T-TESS"), the Texas Principal Evaluation and Support System ("T-PESS"), Master Teacher Initiative, and Teacher Incentive Allotment. Notwithstanding any employee evaluation instrument they wish to implement, all SB 1882 partners will implement T-TESS and T-PESS when evaluating their professional staff in accordance with the District's policies, administrative procedures, and timelines.

Other than enrollment, MAP assessments, and employee appraisals, if a district policy, procedure, or guidance is not required by state or federal law, it is likely to be optional for in-district charter schools. If schools or district departments have questions about charter autonomy, they should contact OI.

D. Implementing Charter Autonomies

1. Overview

OI will work with newly approved and existing in-district charter schools to assist them in implementing their charter autonomies. It is critical that schools collaborate with district department staff before and during implementation of their autonomies, in order to ensure legal compliance and minimize negative impacts on other schools and district systems. For example, changes in school schedules may impact bus schedules and the provision of child nutrition services. Also, district departments need to be aware of which schools may be opting out of district trainings or instructional materials so that the district can allocate its resources in the most efficient and effective manner.

2. Prior to Annual Call – Autonomy Guidance

Each year prior to the Annual Call, OI will work with district departments to publish guidance regarding available charter autonomies and the process for implementing each autonomy. Some autonomies will merely require informing district departments. Other autonomies are more complicated to implement and will require significant collaboration to implement effectively. Autonomies are intended to be cost-neutral whenever possible; they are meant to provide schools with flexibility over the use of resources, not an opportunity to commit the district to additional funding.

3. During Annual Call – District Feedback

During the Annual Call, schools will propose specific autonomies in their charter application that would empower the school to address their unique challenges and implement their academic model. OI will provide feedback on proposed autonomies as the school submits draft applications. After submitting the final application for evaluation, OI will share the proposed autonomies with any district departments that may be impacted in order to gather feedback and begin the process of planning for implementation the following school year. Based on feedback from district departments, some of the proposed autonomies may be modified due to legal requirements or lack of district systems to support the autonomy. If an autonomy is legally available but lacks a district system to implement, OI will work with the department to create or modify systems to accommodate the autonomy over time. Prior to submitting the charter application to the SAISD Board, the school and OI will modify the charter application as necessary to reflect any revisions to the proposed charter autonomies that were required after discussions with district departments.

4. After Annual Call – Implementation and Monitoring

After the charter application is approved by the SAISD Board, OI will work with the schools and impacted departments to follow the approved process for implementing each autonomy. On an annual basis, OI will capture and monitor information on all autonomies requested, approved, and implemented. The purpose of this information will be to share with district departments for planning purposes and also to conduct research on the frequency and effectiveness of school autonomies.

VI. CHARTER PERFORMANCE REVIEW AND PLANNING

A. Overview

In order to improve student outcomes at in-district charter schools, it is critical that the district monitor and evaluate charter schools and support the SAISD Board in making informed decisions related to charter renewal, revocation, and probation. Schools that meet their performance metrics should be renewed and, when facilities and financial resources are available and strong demand for such a school exists, replicated by opening a new school with a similar academic model. Schools that do not meet their performance metrics may have their charter revoked or placed on probation with stronger district oversight and support. This section of the procedure will describe the ongoing monitoring and evaluation of charters and the process for making charter renewal decisions.

B. Annual Oversight Activities

1. Ongoing Oversight and Compliance

OI and other district staff will ensure that in-district charter schools adhere to all applicable legal requirements. (See Section V.3. above for specific laws and district policies applicable to charter schools.) At the same time, OI will work with district staff to protect the autonomies enshrined in the charter applications and provide schools flexibility in how the school maintains compliance whenever possible.

Throughout the term of the charter, OI, in collaboration with district departments, will investigate any allegation that a charter has violated applicable law or performance contract expectations, including the failure to meet generally accepted accounting standards. OI staff will hold a conference with the school's leadership to discuss any such allegation. If the district determines that a violation has occurred and the school fails to cure the violation after a reasonable cure period has passed, the school must respond to the allegation at a scheduled Board meeting. The Board will hear the presentation and take action, if necessary, to revoke the charter.

2. Annual Site Visit

OI staff will conduct an annual site visit at every charter school. The purpose of the site visit is to discuss charter school performance, monitor charter implementation, collect data, and maintain a strong relationship between charter school leaders and OI staff. The site visit will include, at minimum, a school walk-through and a meeting with the principal and key staff members to review performance contract metrics and results. OI staff will provide detailed guidance on the site visit protocol to school staff prior to each visit.

3. Charter School Performance Report

In the early fall after all state and federal accountability data is finalized, SAISD's Office of Accountability, Research, Evaluation and Testing will provide a draft report to OI showing the results of all charter schools on their performance contracts metrics. OI will organize and present this data to the SAISD Board in the late fall or early winter in the form of a Charter School Performance Report. This report will inform the public as to how all in-district charter schools are performing against their contract metrics. The report will be posted to the district's website and be fully accessible to the public.

For schools that are not up for renewal of their charter, this data will be informative to the Board and no action will be taken. For schools that are in their renewal year, this data will be used to inform OI recommendations to the Board regarding charter renewal, revocation and probation.

C. Charter Renewal, Revocation, and Probation

1. Defined Terms

- "Term" refers to the length of time that a charter school is authorized to be an in- district charter school.
- "Charter renewal" refers to the SAISD Board's decision to grant another term to a charter school after its term has expired.
- "Charter revocation" is when the Board revokes or takes away a school's charter.
- "Charter probation" occurs when the Board has concerns about a school's performance and chooses to place the school on notice that the Board may revoke the charter if certain time-bound conditions are not met.

2. Length of Charter Term

In-district charters will be authorized by the SAISD Board for a term of up to five years. The length of the term will be at the Board's discretion. New charter schools will typically receive an initial term of three years.

The Board's decision on whether to renew a charter with a three-year term will occur during the charter's fourth year of operation so that the decision is based on three years of data. After completing a three-year term, schools that meet the renewal criteria published by the district may be renewed for another three- year term or a longer term of up to five years, at the Board's discretion. Schools that do not meet the renewal criteria may be revoked, placed on probation, or renewed with a term of less than three years.

3. Reasons for Charter Revocation or Probation

Pursuant to EL(LOCAL), the SAISD Board may revoke a charter or place a charter on probation in the following circumstances:

School Violation	Revocation Timeline
1. Did not meet generally accepted accounting standards for fiscal management and failed to remedy the violation (see Section VI.3.d. below for details)	After the expiration of a reasonable cure period and no later than end of school year
2. Violated applicable law and failed to remedy the violation	After the expiration of a reasonable cure period and no later than end of school year

3. Rated "improvement required", failed to meet state accountability standards, or is in the bottom five percent of all district schools in the district's School Performance Framework	At the end of two school years
4. Failed to meet performance contract metrics	At the end of the charter term

4. Revocation or Probation for Financial Mismanagement

A campus will be considered as having failed to follow generally accepted accounting standards for fiscal management if the campus did not follow district policy and procedure and applicable state and federal law related to the spending, budgeting, or reporting of any district or campus funds, including money raised through fundraisers. Examples include, but are not limited to:

1. Fraud, embezzlement, or any kind of misappropriation of funds;
2. Conducting a fundraiser in violation of district policy and procedure;
3. Seeking reimbursement for expenses without providing the proper evidence;
4. Making purchases without following the proper approval process;
5. Failure to conduct annual physical inventory;
6. Failure to comply with reporting requirements;
7. Failure to comply with cash handling procedures; and
8. Purchasing items that are not approved by district policy or procedure.

The SAISD Finance Department will be responsible for monitoring compliance with fiscal policy and procedure and applicable law. If a campus is unable or unwilling to cure a violation, the Finance Department will notify OI. OI will then send written notice to the school describing the violation and providing a reasonable length of time to cure the violation. If the violation is not remedied within the cure period, the Superintendent may request that the SAISD Board revoke the school's charter or place the school on probation. Whether a school's conduct qualifies as violating accounting standards or applicable law will be up to the discretion of the SAISD Board.

5. Charter Renewal Process

OI will annually publish detailed guidance on the charter renewal process, including the timeline for renewal activities and the SAISD Board's criteria for making renewal decisions. This process will begin during the final year of the charter's term, but the board's decision will occur after the expiration of the term. For example, if a charter is authorized for a three-year term, this process will begin during the third year of their term, and the board will make the renewal decision during the school's fourth year as a charter school.

At a minimum, the charter renewal process will include the following:

i. Renewal Performance Report: OI, in collaboration with the ARET

Department will produce a summary of the charter school's performance contract goals and corresponding results over the entire charter term. This report will inform the renewal recommendation and decisions.

ii. Charter Renewal Application: This document will give schools an opportunity to respond to data, offer future plans for the school, and formally request renewal. It will also explain the renewal process and criteria for charter renewal.

iii. Renewal Site Visits: Schools up for renewal will receive two visits from district staff in the twelve months prior to their renewal recommendation. The first site visit will be similar to the annual site visits (described above), but it will also include a detailed discussion of the renewal process. The second site visit will allow the district to gather additional data to inform the renewal decision. OI staff will provide detailed guidance on the site visit protocol prior to each visit.

iv. Renewal Performance Discussion: After conducting the second site visit, OI will conduct an in-depth meeting with the school's leadership to review the renewal performance report and site visit findings and answer any questions about the process moving forward.

v. Renewal Recommendation: OI staff will write a report to the SAISD Board to recommend renewal, revocation or probation. The recommendation will include analysis of the Renewal Application, Renewal Performance Report and data from the site visits and Renewal Performance Discussion. OI will present renewal recommendations at a public board meeting in the late fall or early winter.

vi. Renewal Board Vote: At a public board meeting, the SAISD Board will formally vote on whether to renew or revoke the charter or place the charter on probation in the winter or early spring in the school year following expiration of the charter term.

6. Consequences of Charter Revocation

Revocation of a school's charter may lead to a number of consequences, including:

9. Loss of the school's autonomy and return to tighter district management;
10. Restructuring of school staff;
11. Restart of the school with a new model; or
12. School closure (as required by state accountability laws and sanctions).

If revocation leads to a school closure, the district will oversee an organized closure process that meaningfully engages school and community stakeholders. The district will

also determine new attendance zones that allow impacted students to attend higher performing schools.

Families experiencing a school closure will receive priority weights in the annual school choice lottery for high-quality campuses, similar to students attending or zoned to Comprehensive and Targeted Schools. If the district intends to open a new school at the location of the closed campus, the district will initiate an in-depth planning and community engagement process in order to launch a new school model that leads to better outcomes for future students.

VII. REVISIONS TO IN-DISTRICT CHARTER

A. State Law Requirements

At any point during the term of a charter, the school staff and community may consider pursuing a revision to their charter to reflect a new vision or campus-wide strategy. According to state law, a charter created by petition may be revised with board approval and on a petition signed by a majority of the parents and a majority of the classroom teachers at the campus. A charter created without a petition may be revised with the approval of the board of trustees. Board approval of a charter revision will take place only after the final day of instruction of a school year and before the first day of instruction of the next school year (i.e., during the summer break).

B. What Constitutes a Charter Revision

A school's charter is a lengthy document with a multitude of different strategies and programs. Over time, with changes in research and the school's community and leadership, it is expected and understandable that a school may prioritize some aspects of a charter over others. It is not necessary or practical to "revise" a school's charter with every change in focus or strategy. For example, a school may decide to change its math curriculum to better respond to the needs of its students. New research may lead the school to pursue a different reading strategy than the one proposed in the charter application. All of the strategic shifts described above are meaningful, but they would not constitute a "revision" that would require board approval and/or staff and parent petitions.

On the other hand, if a school is currently implementing a comprehensive academic model that drives curriculum, instructional materials, scheduling and professional (e.g., Montessori or International Baccalaureate), and the school would like to change to an entirely new model, that would be a significant enough change to warrant a charter revision. Another example is a school that would like to change from enrolling only male or only female students (i.e., single gender) to a more traditional model that enrolls both genders. In both of these cases, in order to comply with state law on charter revisions and to honor the work of the school stakeholders who wrote the original charter, the school would need to formally request a revision to its charter before implementing these changes.

Whether a shift in strategy qualifies as a charter revision will depend on the unique circumstances, but generally speaking a charter revision will be required only when the

change would fundamentally alter the school's mission and culture. The process for accomplishing a charter revision is described below. In situations where the school is not certain whether a change would constitute a charter revision, the school should submit a revision request and the Office of Innovation will make a determination based on this procedure. One example of a change that may or may not constitute a charter revision, depending on the circumstances, is a calendar or schedule revision. Whether or not a calendar or schedule change would constitute a charter revision will depend on the impact of the change on staff, students and families.

C. Process for Charter Revisions

First, the school must submit to OI the Proposal for In-District Charter Revisions, which may be found at https://innovatesaisd.org/resources/. This form requires the school to provide a summary of the proposed revisions along with a brief justification for each revision. OI will review the proposed changes to determine if they constitute charter revisions requiring board approval or if they are strategic shifts that can be implemented by the school without revising the charter. OI will also meet with the school's principal to review and discuss the merits of the proposed revisions.

If OI determines that the proposed changes require a charter revision, then the school will engage its community and draft its charter revision by following the Annual Call for Quality Schools process, which is described in Section III above. Depending on the extent of the proposed changes and the alignment of the school's charter to the district's current charter application template, OI will determine whether the revision may be accomplished as an Addendum to the school's existing charter, or if the school must write a new charter application using the current application template.

VIII. SENATE BILL 1882 PARTNERSHIPS

A. Overview

In 2017, the Texas Legislature passed Senate Bill 1882, which grants additional funding to school districts that authorize a carefully selected partner to oversee and support a district school under a rigorous performance contract. These new partnerships offer SAISD the opportunity to expand options and resources provided to neighborhood schools, bring in targeted expertise for innovation and support, and empower educators with greater autonomy.

The partner's core responsibilities will be to support the school's academic programs, manage the school principal, and provide financial oversight for the school and its own organization, with extensive support and collaboration from SAISD staff. The district will continue to maintain many of the business and operations functions of the schools, in a similar manner as it does for all other SAISD schools. Each party's roles and responsibilities and legal requirements will be outlined in a detailed partnership agreement. In order to receive the increased state funding and, for some partnerships, a pause in state accountability sanctions, the partnership must follow state law and receive approval from TEA.

B. Types of Partnerships

There are two different types of partnerships allowed under state law: Turnaround Partnerships and Innovation Partnerships. The type of partnership impacts the schools that are eligible for the partnership and whether the school will receive a pause in state accountability sanctions.

1. Turnaround Partnerships. Schools that received an "F" rating under the state's accountability system in the school year prior to becoming a partnership school are eligible for a Turnaround Partnership. Approved Turnaround Partnership schools will receive a two-year exemption from specific accountability-related interventions to allow the partnership time to improve academic performance. For schools receiving their 1st, 2nd, or 3rd consecutive unacceptable rating, the exemption begins the academic year after the school seeks approval for partnership benefits. For schools with four or more consecutive unacceptable ratings, the accountability intervention exemption begins in the school year in which the partnership is approved.

2. Innovation Partnerships. New startup schools and existing district schools that received higher than an "F" rating the year prior to becoming a partnership school are eligible for Innovation Partnerships. These partnerships are similar to turnaround partnerships, but there is no opportunity for state accountability sanctions.

A current list of SAISD partnerships may be found at https://innovatesaisd.org/sb_1882_partnerships/.

C. Organizations Eligible to be Partners

According to state law, a partner must be a nonprofit, an institution of higher education, or a government entity. The District will consider existing organizations that have a strong track record of success, align with SAISD's mission and core values, and provide specific expertise that meets the unique needs of partnership schools. The District may also explore partnerships with newly established organizations, provided that the staff and governing board of the organization have the relevant expertise and experience to support a network of schools.

Each partner organization will be different, because the needs of the schools will be different. For example, two of SAISD's early childhood campuses have partnered with HighScope, an internationally recognized expert in early childhood curricula and research. Young Women's Preparatory Network (YWPN) is a Texas nonprofit that has been supporting single-gender girls schools since 2001. YWPN operates SAISD's two single-gender schools, along with other similar schools across the state.

D. How Partnerships are Created

1. District Vetting

In order for partnerships to be successful, it is critical that the district subject all new partners to a rigorous vetting process. This process includes multiple meetings with the potential partner and district leadership, including the Superintendent, Chief Innovation Officer, and Office of Innovation. The district will conduct a comprehensive review of the partner's track record and capacity to manage schools.

In the first meeting with potential partners, district staff will clearly define the expectations of partnerships at SAISD. OI staff will provide the partners with copies of sample partnership agreements and refer them to the extensive resources and FAQs on the district's website. The district will arrange for tours of potential partnership schools and may schedule meetings with school leadership. It is critical that the district and the partner spend time learning each other's core values and ways of operating.

2. Annual Call for Quality Schools

In order for a school to be eligible for a partnership, the school must be a board-approved in-district charter school. Therefore, all partnership schools will participate in the Annual Call for Quality Schools, as described in Section III above. The proposed partner will complete the Local Campus Partner Application in the form that has been approved by TEA and in accordance with all required deadlines for the Annual Call.

3. Partnership Agreement

The district and partner must negotiate and sign a partnership agreement that meets the requirements of Texas Administrative Code 97.1075. The partnership agreement is a legal contract that describes the partnership and defines the roles and responsibilities of the district and partner. Examples of topics covered in the agreement are legal requirements, finances, partner autonomy, district services, insurance, the length of the partnership, and how the partnership may be terminated. Attached to the agreement will be performance contracts for each of the partnership schools. The continuation of each partnership is directly tied to the partnership schools meeting their individual performance contracts. See Section III.6. above for more information on performance contracts.

The core responsibilities of partners, as further defined in the partnership agreements, include supporting the school's academic program, meeting the school's performance objectives, approving the school budget, and maintaining a nonprofit governing board to oversee the partnership. State law also defines specific autonomies that must be provided to the partner in the agreement, including autonomy over the school's academic program, curriculum, calendar, assessments, and school budget, and the responsibility to hire and manage the principal and any other employees assigned to the campus. Pursuant to the

partnership agreement, the partner is legally responsible to the SAISD Board for the fulfillment of its obligations.

4. Funding Structure

The partnership agreement described above will include information on the funding structure of the partnership. At minimum, the agreement will define the management fee provided to the partner organization to fund staff salaries and other overhead expenses necessary to fulfill the partner's obligations under the partnership agreement. The agreement will include the budget of the partnership schools for the first fiscal year of the partnership, and it will confirm that the partner will have initial, final, and sole autonomy over the entire campus budget of each partnership school.

5. Texas Education Agency Approval

After the SAISD Board approves the partnership agreement and the charter applications for all partnership schools, OI staff will submit a partnership application to TEA. Application documents and detailed guidance on TEA's partnership approval process may be found at www.txpartnerships.org.

E. Partnership Termination

The specific rules regarding when and how a partnership may be terminated will be defined in the partnership agreement. Partnerships are typically created with a ten-year term. The partnership can only be terminated prior to the expiration of the term for reasons defined in the partnership agreement. Some examples of reasons a partnership may be terminated before the end of the agreement's term include: (i) breach of the partnership agreement; (ii) violation of applicable law; (iii) revocation of two or more of the partnership's charters due to not meeting the schools' academic performance goals; (iv) failure to submit an unqualified financial audit; and (vi) termination by mutual consent of the parties.

F. Partnership Support and Oversight

While each partner is responsible for upholding its own responsibilities under applicable law and in accordance with its partnership agreement, OI staff will play a key role in providing oversight of the partnership and supporting the partners in achieving their goals. To the extent possible, the District will seek to minimize administrative and compliance burdens on in-district charter schools and partner organizations by balancing the protection of student and public interests with partner and school autonomy.

Some of the critical aspects of OI's support and oversight will include the following:

- Partner Convenings. These convenings are regularly scheduled in-person meetings with OI staff, partner leadership, and key department staff. The meetings allow the district to communicate new information and reinforce partnership expectations, as well as provide an opportunity for partners to

collaborate with each other and share best practices.

- Board Governance. One of the most critical aspects of a partnership is that the partner maintain an effective governing board to oversee the partnership. Partners are required by their partnership agreements to hold a minimum of three board meetings per year and post their board agendas and meeting minutes on their website. OI staff will monitor partners' websites and keep track of whether partners are meeting and posting the required documents. All partner boards must comply with the Texas Open Meetings Act, including posting meeting agendas in a publicly accessible location at least 72 hours in advance of the meeting, holding a publicly accessible meeting, and documenting the decisions made and topics discussed in the meeting minutes. Each board member must participate in the legally required Open Meetings Act training, which may be found here: www.texasattorneygeneral.gov/open-government/open-meetings-act-training.
- Financial Audit. Partners are required to submit an annual financial audit of their nonprofit organization. OI will issue guidance to partners on an annual basis and ensure that audits are submitted on time and in the required format.
- Partner Employee Onboarding. For any partner that is not a Texas open enrollment charter holder, TEA requires that the district conduct the legally required criminal background check for all partner employees. OI will oversee the process of ensuring that SAISD Human Resources conducts the required employee background check in accordance with Administrative Procedure D35. OI will also ensure that each partner employee receives an SAISD email address, so that the partner employee may have access to district communications and all the programs and platforms that the partner employees need to do their jobs.
- Appraisals. OI staff will ensure that partner staff receive training regarding all required T-TESS and T-PESS appraisal requirement, and OI will monitor partners' compliance with the district's requirements and timeline for completing appraisals.
- District Department Oversight. SAISD Department staff will still largely be responsible for providing oversight of partnership schools in specific areas requiring oversight, such as special education, bilingual education, student enrollment, human resources, etc. For new partners, OI staff will work to build relationships between partner staff and district departments. Once those connections are made, partners and departments are encouraged to work directly with each other to maintain compliance and resolve specific issues. OI staff will serve as the first point of contact and liaison between partners and district staff whenever necessary.

Partnership Agreement Monitoring. OI will maintain a contract administration plan for all active partnership agreements. The contract administration plan will provide a comprehensive and efficient mechanism for OI to monitor the key deliverables of every partnership agreement, including but limited, to the annual financial audit, partner governing board meetings, payment of the partner management fee, and contract performance goals.

References: Board Policy(ies) EL; ELA

Questions regarding this procedure should be addressed to:

Office of Innovation

1931 E. Houston St., San Antonio, Texas 78202

(210) 554-2662

Academics and School Leadership (Learning and Compliance Support Services)

514 W. Quincy St., San Antonio, Texas 78212

(210) 554-2485

Addendum A-2: Third Future Schools Board Adopted School Policies

DRAFT

Board of Education Policies

October 2024

TFS Board and Council Members

TFS National/Corporate Board

Last Name	First Name	Board Position	Email
Jones	Dwight	President	dwight.jones@thirdfuture.org
Williams	Michael	Secretary/Treasurer	michael.williams@thirdfuture.org
Sward-Miller	Jennifer	Director	jennifer.swardmiller@thirdfuture.org
Wilsey	Mark	Director	mark.wilsey@thirdfuture.org
Jess	Ridgeway	Director	jess.ridgeway@thirdfuture.org

Colorado Board

Last Name	First Name	Board Position	Email
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Lindimore	Mary	Secretary/Treasurer	mary.lindimore@thirdfuture.org
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Robinson	Pam	Director	pam.robinson@thirdfuture.org

Texas Board

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Louisiana North Board

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Maggiore	Kara	Secretary/Treasurer	kara.maggiore@thirdfuture.org
Joseph	Curtis	Director	curtis.joseph@thirdfuture.org
Rozeman	Phillip	Director	phillip.rozeman@thirdfuture.org

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TFS Board Policy
AA, Board Member Conflict of Interest
Revised 21 February 2017

AA -- Board Member Conflict of Interest Policy

Board members are expected to avoid conflicts of interest involving all matters considered by the Board. A conflict of interest exists when a member is confronted with an issue in which the member has a personal or financial interest or an issue or circumstance that could render the member unable to devote complete loyalty and singleness of purpose to the public interest.

1. If a Board member has a personal or financial interest in any matter being considered by the Board, the member shall disclose such interest to the Board, shall not vote on the matter, and shall not attempt to influence the decisions of other Board members.

2. A member of the Board shall not also be an employee of the school, nor shall a member receive any compensation for services rendered to the school. This provision shall not prohibit members from receiving reimbursement for authorized expenses incurred during the performance of board duties.

3. The Board shall not enter into any contract with any of its members or with a firm in which a member has a financial interest.

4. A Board member is expected to avoid conflict of interest in the exercise of the member's fiduciary responsibility. Accordingly, a Board member may not:

    a. disclose or use confidential information acquired during the performance of official duties as a means to further the Board member's own personal financial interests or the interests of a member of the Board member's immediate family;
    b. accept a gift of substantial value or economic benefit which would tend to improperly influence a reasonable person, or which the Board member knows or should know is primarily for the purpose of a reward for official action;
    c. engage in a substantial financial transaction for private business purposes with a person whom the Board member directly supervises;
    d. perform an official act which directly confers an economic benefit on a business in which the Board member has a substantial financial interest or is engaged as a counsel, consultant, representative or agent.

Board members will affirm annually that they have read this policy and that they have no known or suspected violations of this policy.

AC – Nondiscrimination/Equal Opportunity Policy

The school is committed to providing a safe learning and work environment where all members of the school community are treated with dignity and respect. It is critical to this commitment that anyone who may have experienced discrimination or harassment in the context of the school's educational programs, activities, or employment can report their concerns without fear of retaliation.

This policy is designed to foster a climate that provides preventative measures and encourages the reporting of discrimination and harassment and related retaliation. The school administrators will engage in prevention efforts, train the school community, respond to all complaints promptly, provide supportive measures, and develop fair and equitable processes to investigate and address complaints of discrimination and harassment, and related retaliation, and ensure all parties are treated fairly and impartially.

This policy defines prohibited conduct and guides individuals to the specific policy governing the applicable reporting and response processes. Complaints of harassment or discrimination against a student and complaints of bullying against a student based on membership in a protected class should be made pursuant to the school's Harassment and Discrimination Investigation Procedures for Students Policy. Complaints under Title IX should be made under the school's Sex-based Harassment Investigation Procedures Policy. Supportive measures and prompt response times are required components of all policies.

Definitions

- **"Bullying"** is any written or oral expression, physical or electronic act or gesture, or a pattern thereof, that is intended to coerce, intimidate, or cause any physical, mental or emotional harm to another. Bullying is student-on-student behavior. The school's Bullying Prevention and Education Policy has more details on the definition of bullying, the prevention process, and the reporting process. If the bullying is based on a student's protected class, the behavior may constitute discrimination or harassment. Bullying based on a student's protected class should be addressed through the school's Bullying Prevention and Education Policy.
- **"Protected classes"** include race, color, gender, sex, sexual orientation, gender identity or expression, transgender status, religion, national origin, immigration/citizenship status, ancestry, age, pregnancy, marital status, veteran status, disability, family composition and genetic information of an employee or applicant for employment.
  For purposes of this policy and the implementing regulations:
  - **"Race"** includes hair texture, hair type, hair length, or a protective hairstyle, such as braids, locs, twists, tight coils or curls, cornrows, Bantu knots, afros, and headwraps, that is commonly or historically associated with race.
  - **"Sexual Orientation"** means an individual's identity (or another person's perception of their identity), in relation to the gender(s) to which the individual is sexually or

emotionally attracted and the behavior or social affiliation that may result from the attraction.

- **"Gender Expression"** means an individual's way of reflecting and expressing gender to the outside world, typically demonstrated through appearance, dress, and behavior.
- **"Gender identity"** means an individual's innate sense of the individual's own gender, which may or may not correspond with the individual's sex assigned at birth.

- **"Harassment"** is any unwelcome, physical or verbal conduct or any written, graphic, or visual communication directed at a student, employee, applicant, or member of the public based on their protected class that is objectively offensive to a reasonable individual who is a member of the same protected class, that also:
  - for a student, is either made a term or condition of access to educational services, is used or threatened to be used as a basis for educational decisions affecting the student, interferes with a student's ability to participate in the school's educational services, or creates an intimidating, hostile, or offensive educational environment;
  - for an applicant or an employee, is subjectively offensive to the individual alleging harassment, is made a term or condition of employment, is used as a basis for employment decisions affecting the individual, unreasonably interferes with the individual's work performance, or creates an intimidating, hostile, or offensive working environment;
  - for a member of the community, is subjectively offensive to the individual alleging harassment, and unreasonably interferes with a community member's ability to participate in the school's services, activities, or opportunities.

  Whether conduct constitutes harassment depends on several factors, including, but not limited to:
  - the type, frequency, and duration of the conduct;
  - the number of individuals involved and their relationships;
  - the age and education level of individuals involved;
  - the location and context in which the conduct occurred;
  - whether the conduct is threatening or any real or perceived power differential exists;
  - any use of stereotypes, epithets, slurs, or degrading conduct or communication;
  - whether the conduct includes an act of physical violence;
  - the effect on the complainant's education or employment, if applicable.
- **"Discrimination"** occurs when a student or community member is denied or limited in the ability to participate in or benefit from the school's services, activities, or opportunities on the basis of their protected class. Discrimination also occurs when the school fails or refuses to hire an employee, discharges an employee, or otherwise treats an employee differently with respect to compensation, terms, conditions, privileges, opportunities, or status on the basis of their protected class. Harassment of a student, employee, or community member is a form of discrimination.

The following Board policies have more details on harassment and discrimination and the related complaint process:

    - Harassment and Discrimination Investigation Procedures for Students
    - Sex-based Harassment Investigation Procedures
- **"Retaliation"** is intimidating, threatening, coercing, or discriminating against an individual who has reported an incident of harassment, discrimination, or bullying. Retaliation includes charges against a student for code of conduct violations related to the incident for the purpose of punishing a student for making a report or otherwise interfering with a student's rights under this policy.
- **"Sex-based Harassment"** under Title IX is conduct on the basis of sex that could include unwelcome sexual advances, requests for sexual favors, or other unwelcome physical or verbal conduct or communication of a sexual nature. Because Title IX's definition of sex-based harassment is a federal standard, the definitions and procedures differ slightly from sex-based harassment under state law. More information on sex-based harassment can be found in the following Board policies:
    - Sex-based Harassment Investigation Procedures
- **"Respondent"** means a student or employee who has been reported to have engaged in conduct that could constitute harassment.
- **"Complainant"** means a student, employee, or community member alleged to have experienced discrimination or harassment. A complainant may or may not be the reporting party.
- **"Reporting Party"** means a person who raises a concern or allegation of discrimination or harassment on behalf of a complainant with the compliance officer. Any school student, employee, or community member may be a reporting party.
- **"Compliance Officer"** means the school employee who is responsible for coordinating and overseeing the school's discrimination and harassment prevention and response efforts. Among other responsibilities, the compliance officer will coordinate and oversee the school's discrimination and harassment investigation, consultation, recordkeeping, monitoring, and training processes. To facilitate this work, all school employees must inform the compliance officer of all reports and complaints raising discrimination and harassment issues implicating this policy. The compliance officer may appoint a designee to perform any of their assigned duties, including performing the investigation and issuing the report.
- **"Supportive Measures"** are individualized services to restore or preserve equal access to education, protect student and employee safety, or deter harassment and discrimination. Supportive measures may be provided regardless of whether a complaint has been filed. Supportive measures may include, but are not limited to:
    - Counseling;
    - extensions of deadlines or other course-related adjustments;
    - extra time for homework or tests;
    - the opportunity to resubmit homework or retake a test;
    - remedying an impacted grade;
    - excused absences;
    - the opportunity for home instruction;
    - modifications to class schedules; and

    - restrictions on contact between the parties to a complaint of harassment or discrimination.
- **"Title IX Coordinator"** means the employee designated by the school to coordinate its efforts to comply with Title IX of the Education Amendments and the school's Title IX program.
    - Title IX Coordinator: Matt Montoya, Director of Special Programs, matt.montoya@thirdfuture.org, 431 North Sable Blvd, Aurora, Colorado, 80011

Harassment, Discrimination, and Retaliation Prohibited

Discrimination, harassment, and bullying on the basis of protected class are prohibited at any school or school-sanctioned activity or event, on any school property (or off school property when such conduct has a connection to the school), or any school curricular or non-curricular activity or event. Retaliation for reporting harassment or for participating in any way in an investigation of harassment or discrimination is also prohibited.

Use of a Student's Chosen Name

Harassment or discrimination includes the knowing or intentional use of a name other than a student's chosen name once that student has completed the process outlined in the School's Non-legal Name Change policy.

School Action

The school encourages anyone - students, parents and family members, volunteers, educators, or staff members - who witness bullying, harassment, discrimination, or retaliation to report the conduct by making a complaint in accordance with the appropriate Board policy. All school staff who witness or receive complaints of harassment or discrimination are required to promptly share any such complaints with the compliance officer.

The school will take appropriate action to promptly and impartially investigate allegations of discrimination and harassment, to end unlawful behavior, to prevent the recurrence of such behavior, and to prevent retaliation against the individual who files the complaint and/or any person who participates in the investigation. When appropriate, the school will take additional action during the investigation to protect against further discrimination, harassment, or retaliation.

To the extent possible, all complaints of discrimination and harassment will be kept confidential. Students or employees who knowingly file false complaints or give false statements in an investigation may be subject to discipline, up to and including suspension/expulsion for students and termination of employment for employees. No student, employee, or member of the public may be subject to adverse treatment in retaliation for any good faith complaint of harassment or discrimination under this policy.

Upon determining that incidents of discrimination or harassment are occurring in particular school settings or activities, the school will implement measures designed to stop the discrimination or harassment and otherwise remedy the problem in those areas or activities.

Any student or employee who engages in discrimination or harassment will be disciplined according to applicable Board policies and the school will take reasonable action to restore lost educational or employment opportunities to the complainant(s) and others impacted.

The compliance officer will refer any potential criminal charges to law enforcement.

Notice and Training

The school will issue a written notice prior to the beginning of each school year that advises students, parents, employees, and the general public that the educational programs, activities, and employment opportunities offered by the school are offered without regard to disability, race, creed, color, sex, sexual orientation, gender identity, gender expression, family composition, marital status, national origin, religion, ancestry, or need for special education services. With respect to employment practices, the written notice will prohibit discrimination on the basis of age, genetic information, and conditions related to pregnancy or childbirth.

The announcement will also include the name, address, email address, and telephone number of the person(s) designated to coordinate Title IX, Section 504, and ADA compliance activities. Where possible, the notice will be disseminated to persons with limited English language skills in the person's own language. It will also be made accessible to persons who are visually or hearing impaired.

This policy and the corresponding Board policies, which include the grievance process, must be prominently posted on the school's website in plain language, and made available to all students, parents, and staff through electronic or hard-copy distribution.

Students and school employees will receive periodic training related to recognizing, reporting and preventing discrimination and harassment. School employees must receive additional training related to handling reports of discrimination and harassment.

The training will comply with Colorado state law and will include, but not be limited to, instruction on the following:

- Recognizing harassment or discrimination, including indicators of grooming and child sexual abuse;
- The appropriate immediate response when harassment or discrimination is reported to or witnessed by an employee; and
- Reporting harassment or discrimination to the school.

Adopted: XXX, 20XX

LEGAL REFS.:

20 U.S.C. 1681 *(Title VII, Education Amendments of 1972)*
20 U.S.C. 1701-1758 *(Equal Employment Opportunity Act of 1972)*
29 U.S.C. 621 *et seq. (Age Discrimination in Employment Act of 1967)*
29 U.S.C. 701 *et seq. (Section 504 of the Rehabilitation Act of 1973)*
42 U.S.C. 12101 *et seq. (Title II of the Americans with Disabilities Act)*
42 U.S.C. 2000d *(Title VI of the Civil Rights Act of 1964, as amended in 1972)*
42 U.S.C. 2000e *(Title VII of the Civil Rights Act of 1964)*
42 U.S.C. 2000ff *et seq. (Genetic Information Nondiscrimination Act of 2008)*
34 C.F.R. Part 100 through Part 110 *(civil rights regulations)*
C.R.S. 2-4-401 (3.4) *(definition of gender expression)*
C.R.S. 2-4-401 (3.5) *(definition of gender identity)*
C.R.S. 2-4-401 (13.5) *(definition of sexual orientation)*
C.R.S. 18-9-121 *(bias-motivated crimes)*

C.R.S. 22-1-143 (*definition of harassment or discrimination)*
C.R.S. 22-1-145 *(use of a student's chosen name)*
C.R.S. 22-32-109 (1)(ll) *(Board duty to adopt written policies prohibiting discrimination)*
C.R.S. 22-32-110 (1)(k) *(definition of racial or ethnic background includes hair texture, definition of protective hairstyle)*
C.R.S. 24-34-301 *et seq. (Colorado Civil Rights Division)*
C.R.S. 24-34-301 (3.3) *(definition of gender expression)*
C.R.S. 24-34-301 (3.5) *(definition of gender identity)*
C.R.S. 24-34-301 (7) *(definition of sexual orientation))*
C.R.S. 24-34-402 *et seq. (discriminatory or unfair employment practices)*
C.R.S. 24-34-402(1.3)(a) (*definition of "harass" or "harassment")*
C.R.S. 24-34-402.3 *(discrimination based on pregnancy, childbirth or related conditions; notice of right to be free from such discrimination must be posted "in a conspicuous place" accessible to employees)*
C.R.S. 24-34-601 *(unlawful discrimination in places of public accommodation)*
C.R.S. 24-34-602 *(penalty and civil liability for unlawful discrimination*

BG – Board of Education Policy Process

The Third Future Schools Board of Education (the Board) considers policy development, maintenance and approval one of its chief responsibilities. It is the intent of the Board to develop and maintain written Third Future Schools policies that guide and support the Network's goals and the successful, efficient functioning of the Network schools. The purpose of this policy is to outline the policy development, maintenance, and approval processes and clarify the relation of policy with other administrative guidance such as regulations, handbooks, etc.

The policies of the Board are framed and meant to be interpreted in the context of state laws and regulations and other regulatory agencies within state and federal levels of government. Changes in needs, conditions, purposes and objectives as well as changes in state and federal laws and regulations will require revisions, deletions and additions to the policies of the present and future Board.

The policies developed by the Board and the administrative regulations developed to implement policy are designed to increase the probability of an effective and efficient school system. Consequently, it is assumed that all employees and students will carry them out willingly.

Employees shall be responsible for informing their subordinates of existing policies and regulations and for seeing that they are implemented in the spirit intended.

The Board endorses for use in this Network the policy development and codification system of the National Education Policy Network/National School Boards Association (NEPN/NSBA), as recommended by state-specific legal counsel. The Superintendent is responsible for implementing Board policies and regulations.

Development of Policy

Proposals regarding new policies are welcomed and may be initiated in writing by a member of the Board, the Superintendent or designee, staff member or group of employees, parent/guardian, student, consultant, or civic group.

The Board shall use a careful and orderly process in examining all policy proposals prior to action upon them. The policy proposals will normally be referred to the Superintendent for consideration and possible further action.

Review and Maintenance of Policy

The Superintendent is given the continuing commission of calling to the Board and Administration's attention all policies that are out of date or for other reasons appear to need revision. The Board or committee of the Board will work with the Superintendent to develop revisions. Depending on the task, the Superintendent may form an informal committee, comprised of groups impacted, to receive feedback prior to involving the Board committee. The Board committee or Superintendent may also invite subject matter experts to attend the Board committee meetings to support discussions on specific issues as needed. The Board committee will finalize the proposed revisions and facilitate the process for administrative and legal review as needed. The Board committee will also review any related regulations and exhibits to ensure update compatibility and consistency. The Superintendent will review proposed changes and may suggest further recommendations to the Board.

This commission shall include a timely, annual review of legal counsel's proposed annual updates based on state legislative changes. These reviews and updates will normally be conducted by the Superintendent or a group of school leaders or lead teacher appointed by the Superintendent. Staff members who identify inadequacies in existing policies are encouraged to inform the appropriate supervisor who shall forward this information to the Superintendent.

To ensure that policies are updated to meet changing conditions and state and federal laws, all policies and supporting regulations shall be reviewed at least every three years by the Board committee and the date of review annotated on the policy if no changes are made.

Adoption, waiver, and/or repeal of Policy/Policy Revisions

Unless two-thirds of the members of the Board shall waive this requirement, the Board shall adhere to the following procedure in considering and adopting policies, making policy changes, or repealing existing policies to insure that they are well examined before final adoption.

1. First regular or special meeting--the proposal shall be presented as an information item for discussion during the non-action portion of the agenda.

2. Second regular or special meeting--the proposal shall be presented for discussion and action during the action portion of the agenda.

A new policy proposal or policy change may be referred back to the Administration and/or Board committee when the Board determines that the proposed policy action needs further study, and then brought back to the Board for approval.

Under unusual circumstances, the Board may temporarily approve a policy to meet emergency conditions by a majority vote of the Board. However, the above procedure is required before the policy shall be considered permanent.

The Board may also waive element(s) of a policy for a specific time period, e.g., “grandfather” clauses, or for a specific purpose, e.g., charter school policy waivers, by a majority vote of the Board.

Implementation of Policy/Development of Regulations

The Superintendent has responsibility for carrying out, through administrative regulations as necessary, the policies established by the Board.

The Board shall delegate to the Superintendent or designee the function of developing implementing regulations and procedures under which the Network will operate in accordance with Board policy. Regulations may further refine or clarify policy as well as document implementation procedures.

In the development of administrative regulations, the Superintendent or designee shall involve at the planning stage those who would be affected by such rules including staff members, students, parents/guardians and the public and submit such regulations to the Board committee for review.

Before issuance, regulations shall be properly titled and coded as appropriate to the policy codification system selected by the Board.

Network Administrative Handbooks

In order that pertinent Board policies, Network regulations, and department, and/or school rules and procedures may be known by all affected staff members and students, the Superintendent and principals will issue staff and student handbooks as found necessary and desirable to enhance the continuous improvement process. It is essential that all such handbooks conform to Network wide policies and regulations and contain a statement that policy/regulation guidance takes precedence in all cases of potential conflict. Therefore, the Board expects these handbooks to be approved by the Superintendent or administrative designee prior to publication. A copy of all handbooks published shall be made available to the Board for information.

Administration in the Absence of Policy

In cases where action must be taken and the Board has provided no guidelines in policy for such action, the Superintendent shall have the power to act. His decisions, however, shall be subject to review by the Board at its next regular meeting. The Superintendent shall inform the Board promptly of actions taken and the possible need for policy action. If the Board chooses to take no policy action, the Superintendent may issue a directive to provide clarifying Network guidance. Board policy will take precedence over the Superintendent’s directives in cases of potential conflict. Before issuance, the Superintendent’s directives shall be properly titled and coded as appropriate to the policy codification system selected by the Board.

Board Review of Regulations, Handbooks and Directives

The Board retains the right to review regulations, Network wide handbooks and Superintendent's directives issued by the Administration to ensure they are consistent with policies and regulations adopted by the Board. The Board will address any concerns to the Superintendent or designee for action.

The Board shall only officially approve regulations when required by State or Federal law, or when requested to do so by the Superintendent.

Communication and Availability

The Superintendent or designee shall establish and maintain an orderly plan for preserving and making accessible the policies adopted by the Board and the regulations needed to put them into effect. The Superintendent or designee shall maintain a master copy of all Board policies and regulations.

A copy of all Board policies, Network administrative regulations, and employee agreement associated personnel handbooks shall also be maintained on the Network's website. Updates will be posted to the website within one week of Board/Administration approval.

All Network employees, students, and members of the community will have access to the above as soon as practicable at the administrative offices during business hours and on the Network's website. Students and parents/guardians will be informed of all policy and regulation changes affecting students. Requests for policy and regulation information may be made to the Superintendent.

LEGAL REFS.: C.R.S. 22-32-109 (1)(a-c)
C.R.S. 22-32-110, et al. C.R.S. 22-33-104 (4)
1 CCR 301-1, Rules 2202-R-3.04 (5)(i)

TFS Board Policy CB – Superintendent Employment

Revised 21 August 2018

CB – Superintendent Employment

There shall be a Superintendent employed by written contract by the Third Future Schools' Board of Education (the Board). The Superintendent shall possess the power and discharge the duties that pertain to the Superintendent's office together with those defined in state law and in Board policies and regulations.

Under the direction and control of the Board, the Superintendent shall have general supervision and direction of all public schools in the network. The Superintendent shall be responsible for carrying out the policies and regulations adopted by the Board. In all matters where duties are not definitely described, the Superintendent shall exercise his/her discretion subject to the approval of the Board.

LEGAL REF: C.R.S. 24-18-105

TFS Board Policy
DJA, Authorized Signatures and Purchasing
Revised 10 March 2017

DJA – Authorized Signature and Purchasing

The Board of Education's authority for the purchase of materials, equipment, supplies, and services is extended to the Superintendent or designee through the detailed listing of such items compiled as part of the budget-making process and approved by the Board through its adoption of the annual operating budget.

In order to receive the greatest value for each dollar expended, it shall be the policy of the school to purchase in quantity whenever possible and practical. This includes the use of state contracts and the use of competitive quotations, prices or other opportunities wherever applicable.

Preference shall be given to supplies, materials and provisions produced, manufactured or grown in Colorado, if such preference is not for articles of inferior quality to those offered by competitors outside of the state.

Except in emergencies or for reasons of economy or safety, the annual purchase of major pieces of equipment shall be scheduled so that annual budgetary appropriations for capital purposes will be of similar size or will show a continuous trend without severe fluctuations.

The Superintendent or designee shall direct the purchase of such books, supplies, equipment, and other materials as is required and permitted within the limits of the budget. The purchase of these items shall require no further Board approval except in those instances where Board policy requires certain purchases to be put to bid. However, in the case of any unusual expenditures, the Board should be consulted.

The building principal is responsible to monitor proper purchasing by their staff members and to ensure that no purchases exceed the funds available in the account to which they are charged.

Quality, price, delivery time, guarantees, and past experience shall be considered in the purchasing of goods and services.

LEGAL REF:

C.R.S. 22-32-109 (1)(b) (Board of education – specific powers and duties – safe schools)

DJA-R – Authorized Signature and Purchasing Regulations

Purchase Orders

Before any purchase order will be issued, a purchase requisition must be completed by the requestor on the form designated by the Superintendent. If an emergency purchase is necessary and it is impossible to obtain a purchase order, the principal, or designee, will report the emergency purchase to the Superintendent the next working day. An emergency is defined as a condition that if not corrected immediately will cause the destruction of school property, endangerment of life, or complete cessation of educational activities.

Purchase orders are not required for mileage, personal reimbursements, and travel claims.

Purchasing Cards/Credit Cards

Purchasing cards/credit cards will be issued to specific employees for the purpose of improving the efficiency of the purchasing process in the school. All purchases will be for school use only. All employees that are purchasing cardholders will comply with the School Purchase Card User Agreement. Changes to the School Purchase Card User Agreement will be maintained by the Superintendent. Purchasing card transaction limits will be determined by the Superintendent.

DIE -- Audits/Financial Monitoring

In accordance with state law, the Comprehensive Annual Financial Report (CAFR) of the Network schools shall be audited annually, following the close of the fiscal year.

The Board shall appoint an independent certified public accountant licensed to practice in Colorado and knowledgeable in government accounting to conduct the audit and the audit shall contain the following:

1. Financial statements prepared in conformity with generally accepted governmental accounting principles.
2. Disclosures in accordance with the *Financial Policies and Procedures Handbook*. The supplemental schedules of receipts and expenditures for each fund shall be in the format prescribed by the State Board of Education and shall be in agreement with the audited financial statements of the Charter School Institute.
3. All funds and activities of the Network schools.
4. A budget to actual comparison for each fund and activity.
5. The auditor's opinion on the financial statements. If the opinion is anything other than unqualified, the reason must be explained.
6. Disclosure of all instances of noncompliance with federal or state law.
7. A supplemental listing of all investments held by the Network schools at the date of the financial statement.
8. A calculation of the Network schools's fiscal year spending in accordance with the state constitution.

The auditor must complete and submit the Comprehensive Annual Financial Report (CAFR) to the Superintendent no later than five months following the fiscal year end, unless:

1. The contract with the authorizer requires an earlier submission date, or
2. The state auditor grants an extension.

Upon receipt, the Superintendent must provide a copy to the authorizing district's or state's Chief Financial Officer (CFO), or their designee, by the deadline specified in the contract.

Appointment of Auditor

To create a balance between independence, fresh perspectives, staff continuity, audit efficiency and competitive pricing the Network schools will solicit proposals for auditing services at least every six years or use a third-party audit firm.

The Board shall annually approve the appointment of an auditor to audit the school's financial statements.

Only in unique and extraordinary circumstances, when it is deemed to be in the Network schools's best interest, is the Board to consider approving the appointment of the incumbent auditor for an additional single year beyond a six-year period. In no event is an auditor to be retained to audit the school's financial statements for more than seven consecutive years.

Nothing in this policy prohibits the Board from acting to limit the duration of the engagement in order to protect the school's interests should the Board determine an early termination is warranted for performance or pricing considerations or other criteria advantageous to protecting the Network schools' reputation or financial condition.

LEGAL REFS.:
C.R.S. 22-32-109 (1)(k)
C.R.S. 24-75-601.3
C.R.S. 29-1-601 *et seq.*

DB -- Financial Planning and Budget

Financial Planning

The Superintendent shall develop and maintain a multi-year financial plan that is related directly to the board's results priorities and operational expectations goals, and that avoids long- term fiscal jeopardy to the school.

The Superintendent will develop a budget that:

1. Is in a summary format understandable to the Board and presented in a manner that allows the Board to understand the relationship between the budget and the results priorities and any operational expectations goals for the year;

2. Credibly describes revenues and expenditures.

3. Shows the amount spent in each budget category for the most recently completed fiscal year, the amount budgeted for the current fiscal year, and the amount budgeted for the next fiscal year.

4. Discloses budget-planning assumptions.

5. Assures fiscal soundness in future years.

6. Reflects anticipated changes in employee compensation, including inflationary adjustments, performance increases and benefits.

7. Provide resources sufficient to support the Board in its governance capacity in order to assure that the governance function is effective and efficient.

Resources will be sufficient to provide for:

a. training to orient candidates and new members;
b. external monitoring assistance to permit the Board to exercise confident control over school performance;
c. Stakeholder dialogs;
d. Membership, appropriate salary costs, staff recognition, consultation, training and attendance at conferences and workshops, surveys, focus groups, and opinion analyses.

DFE – Cash Handling

Purpose:
To ensure the control and safekeeping of the school's cash using accounting best practices.

Policy Statement:
The establishment of strong internal controls for cash collections is necessary to prevent mishandling of funds and to safeguard against loss. Strong internal controls are also designed to protect employees from inappropriate charges of mishandling funds by defining his/her responsibilities in the cash handling process. Cash handling includes but is not limited to staff with the following roles and responsibilities: Office Managers, Office Support Staff, deposit preparers, and reconcilers.

Schools should be aware that at any time, internal or external auditors may visit to perform unannounced cash handling observations and/or cash counts.

Definitions:

Cash - Cash refers to any money that is paid to the school in the form of paper currency, checks, and/or money orders.

Policy:

1. More than one person must account for cash received. A system of checks and balances should be established. For example, the school staff collects the cash, creates receipt, and the Office Manager creates the deposit.
2. All cash must be kept in a locked box and stored in a secure location (locked drawer, closet, or safe) at all times.
3. All transactions must be documented with a three-part receipt. One receipt is given to the payee, the second is attached as documentation to the deposit, and the third is filed and maintained per the TFS Record Retention Policy.
4. All bank deposits must be accounted for and documented as written in the TFS Cash Handling Procedures.
5. Bank deposits must be verified by someone who does not typically handle cash. For example, the school principal or assistant principal(s).
6. Bank deposits must be made on a weekly basis if either of the two conditions occur:
    - there is more than $100 in cash receipts; or
    - at least one check or money order is received, during regular business hours.
7. The office should be supplied with adequate cash to make change for payees making cash payments ($300). The change must also be reconciled on a weekly basis.

8. No one, under any circumstances, may borrow any money from the cash box, or use this money to purchase items for the school. THIS IS NOT A PETTY CASH BOX.
9. It is the responsibility of the Office Manager/Office Support staff to ensure that all funds are received, receipted, safeguarded, and accurately accounted for on a daily basis. Any discrepancies in cash handling or deviations from this policy may result in disciplinary action, up to and including termination of employment.

DFEE – Credit Card (CC)

1. Third Future Schools Finance Department may establish credit cards (Ramp) for employees in good standing. Recurring credit card limits shall not exceed $25,000 for any one card. Credit card limits may be adjusted to accommodate large purchases previously approved through Third Future Schools's accounts payable system.

2. The assignment of a credit card does not exempt card holders from following Third Future Schools's procurement policies and procedures.

3. Card holders must adhere to Third Future Schools's purchasing policy before making any purchases.

4. Credit card purchases can only be made by the designated cardholder and/or their designee.

5. Credit cards can be used to purchase goods and services that have been approved and are within the fiscal year budget.

6. Credit cards should never be used for a cash advance or to purchase any controlled/banned substances.

7. Credit cards must not be used for personal expenses including but not limited to entertainment; alcohol; tobacco; and cash advances.

   - If personal charges are added to the credit card, the card holder or approved designee must notify the Finance Department immediately and submit a check or money order payable to Third Future Schools for the personal charge.
   - Repayment is due within 30 days of the charge.
   - If payment is not made by the employee, Third Future Schools reserves the right to deduct the expense from the employee's next paycheck.

8. Receipts are always required. Itemized receipts are required for any purchase. Non-itemized receipts will be recorded by the Finance Department monthly.

9. Receipts and the credit card reconciliation form must be submitted by the 10th calendar day each month in order to retain credit card privileges. Late submission will be recorded by the Finance Department monthly.

10. For each lost or non-itemized receipt, the card holder or designee must either repay Third Future Schools or has the option to submit a missing receipt form to the Finance Team.

11. Any lost or non-itemized receipt not approved by the Finance Team or Executive Director must be repaid to Third Future Schools within the current fiscal year.

12. Repeated misuse of the credit card (instances below) will result in the loss of credit card privileges and could lead to termination.

a. Unapproved charges

b. Excessive lost and/or non-itemized receipts

c. Late submission of credit card reconciliation form

d. Excessive personal charges

e. Unpaid personal charges

13. Lost or stolen cards must be reported immediately to the Finance Department.

DIE -- Fiscal Accounting Policy

Financial Administration

The Superintendent shall not cause or allow any financial activity or condition that materially deviates from the budget adopted by the Board; cause or allow any fiscal condition that is inconsistent with achieving the Board's results or meeting any operational expectations goals; or places the long-term financial health of the school in jeopardy.

The Superintendent will:

1. Assure that payroll and legitimate debts of the school are promptly paid when due.

2. Assure that all purchases are based upon comparative prices of items of similar value, including consideration of both cost and long-term quality.

3. Use a competitive bidding procedure for the purchase of supplies, materials and equipment, and any contracted services except professional services, for all transactions in excess of $50,000.

4. Coordinate and cooperate with the Board's appointed financial auditor for an annual audit of all district funds and accounts, assuring that the audit report is presented directly to the Board and in terms of district compliance with this policy.

5. Make all reasonable efforts to collect any funds due the district from any source.

6. Keep complete and accurate financial records by funds and accounts in accordance with Generally Accepted Accounting Principles.

7. Publish a financial condition statement annually.

The Superintendent may not without Board approval:

8. Expend more funds than have been received in the fiscal year unless revenues are made available through other legal means, including the use of fund balances, the authorized transfer of funds from reserve funds or from tax anticipation notes.

9. Obligate the school for any short or long-term expenditures that would indebt the school.

10. Expend monies from reserve funds.

11. Permanently transfer money from one fund to another.

12. Allow any required reports to be overdue or inaccurately filed.

13. Receive, process or disburse funds under controls that are insufficient under generally accepted accounting procedures.

DJ -- Procurement

Purpose:
The purpose of this Policy is to structure TFS's purchasing processes and sourcing strategies to ensure that the services and goods we acquire are the result of transparent, objective, time and cost-effective decision making and risk management.

Policy Statement:
Third Future Schools (TFS) Procurement Policy is designed to provide guidelines for the procurement of goods and services, and to ensure that ethical and professional practices are adhered to. This Policy is applicable to all TFS employees who order goods and/or services, or any other person involved with the procurement process.

PURCHASING GUIDELINES

- Procedures and processes must reflect a procurement system that is fair, equitable, transparent, competitive, cost effective, and provides a quality product.
- When making purchases, consideration will be given to the price as well as other factors such as timely delivery, warrant ability, quality of the product and such other factors as the district in its sole discretion deems appropriate.
- TFS will take appropriate action against corrupt or unethical activities and acts of financial misconduct.
- Procedures are to be established which assure that purchases are appropriate and that funds are available before purchases are authorized.
- All transactions should be properly documented.
- Guidelines related to the receipt of gifts and promotional items must be adhered to.
- Where possible, TFS will purchase from local suppliers rather than from overseas suppliers, to encourage local business development.
- Purchases of supplies, materials, equipment, and other items or services necessary and appropriate for the operation of TFS are authorized to be made by the Superintendent or designee, after the TFS Board of Directors has adopted a budget and appropriated funds.
- TFS shall obtain competitive quotations or bids whenever possible with the understanding that there are special, unique, or emergency items or services which will not always lend themselves to such processes.
- TFS personnel shall not use district bids, purchase orders, manual checks, petty cash, or tax exempt status to obtain materials, equipment or services for their personal benefit.

- Should there not be mutual agreement between the initiator of the purchase request and the Director of Finance as to the propriety of any purchase request, the matter shall be referred to the TFS Superintendent.
- All purchases, financial commitments, and contracts for services, except for approved capital projects of $750,000 or more, shall be deemed as approved by the TFS Board of Directors. Exceptions may be made by the Superintendent or designee in cases of emergencies, which shall be reported to the Board no later than its next regular meeting.
- Any expenses (except for emergency situations, see above) between $25,001 and $750,000 that require a budget adjustment of more than 10% of the Board approved budget line item or requires a budget adjustment to a restricted Board approved budget line item, written approval is required by the TFS Board of Directors. This may require an ad hoc meeting to facilitate the approval.

The Department of Finance has the responsibility for reviewing the availability of funds and the accuracy of the purchase requisition and may seek further clarification as to the necessity or appropriateness of the material or service.

The Department of Finance shall have the responsibility for ensuring that any purchases requiring competitive quotations or bids is adhered to. Sound business judgment is to be exercised in determining those materials and services which lend themselves to the bidding process. Users may assist in developing specifications and be involved in selections. Cooperative purchasing with other school districts or governmental agencies is encouraged. Particular emphasis is to be placed on quantity purchasing.

Leasing of equipment for school district purposes must meet guidelines for multiyear contracts specified by each State's statute. Prior to entering into a contract for the lease of equipment for any district use, the request must be reviewed by TFS Finance Committee in collaboration with the Director of Finance. and approved by the Superintendent or designee.

TFS Department of Finance is available to assist employees when purchasing materials, services, or entering into a contractual agreement.

Purchase Authorization/Contract Execution:
Purchases from any TFS fund must be approved/authorized in accordance with all TFS policies and require the following approvals shown in the chart below.

Type	$ Amount	Preferred Payment Method	Budget Approval Required By
Purchases of materials, supplies, and/or services (including capital equipment) will be processed as follows:			
Any total purchase (cumulative)	Up to $2,500	Credit Card/ Employee Reimbursement	Written approval from appropriate budget authority such as principal, director, Superintendent or designee
Any total purchase (cumulative)	$2,501 to $25,000	Credit Card/Account Payable Process*	Written approval from appropriate budget authority such as principal, director, Superintendent or designee
Any total purchase (cumulative)	$25,001 to $750,000	Account Payable Process*	Written approval from appropriate budget authority such as a director, Superintendent or designee. If the expense requires a budget adjustment of more than 10% of the Board approved budget line item or requires a budget adjustment to a restricted Board approved budget line item, written approval is required by the TFS Board of Directors.
Any total purchase (cumulative)	$750,001 or over	Account Payable Process*	Written approval required by the TFS Board of Directors

*A different purchasing method may be used if authorized by the Director of Finance or designee.

Due to the size and organizational structure of TFS, the following chart outlines the approval policy for specific TFS positions:

Position	$ Amount	Budget Approval Required By
TFS School Staff: assistant principals, deans, teachers, front office staff	Up to $2,500	Written approval from appropriate budget authority: School Principal TFS Directors Superintendent or designee
	$2,501 to $25,000 **EMERGENCY PURCHASES ONLY**	Written approval from appropriate budget authority: School Principal TFS Directors Superintendent or designee
	$25,001 to $750,000 **NOT ALLOWED**	N/A
	$750,001 or over **NOT ALLOWED**	N/A
TFS School Staff: principals (or designated school leaders)	Up to $2,500	No approval is required so long as the purchase adheres to TFS Procurement Policies and Procedures.
	$2,501 to $25,000 **EMERGENCY PURCHASES ONLY**	Written approval from appropriate budget authority: TFS Directors, Superintendent or designee
	$25,001 to $750,000 **NOT ALLOWED**	N/A
	$750,001 or over **NOT ALLOWED**	N/A
TFS Directors Operations Executive Dir. of Schools	Up to $2,500	No approval is required so long as the purchase adheres to TFS Procurement Policies and Procedures.
	$2,501 to $25,000	Written approval from appropriate budget authority: TFS Director of Finance, Superintendent or designee

	$25,001 to $750,000	Written approval from appropriate budget authority: Superintendent or designee, Reviewed by TFS Finance Committee If the expense requires a budget adjustment of more than 10% of the Board approved budget line item or requires a budget adjustment to a restricted Board approved

		budget line item, written approval is required by the TFS Board of Directors.
	$750,001 or over **NOT ALLOWED**	Written approval required by the TFS Board of Directors

Position	$ Amount	Budget Approval Required By
TFS Director of Finance	Up to $25,000	Reviewed by TFS Finance Committee
	$25,001 to $750,000	Written approval from appropriate budget authority: Superintendent, Reviewed by TFS Finance Committee If the expense requires a budget adjustment of more than 10% of the Board approved budget line item or requires a budget adjustment to a restricted Board approved budget line item, written approval is required by the TFS Board of Directors.
	$750,001 or over **NOT ALLOWED**	N/A
TFS Superintendent	Up to $750,000	Reviewed by TFS Finance Committee If the expense requires a budget adjustment of more than 10% of the Board approved budget line item or requires a budget adjustment to a restricted Board approved budget line item, written approval is required by the TFS Board of Directors.

	$750,001 or over	Written approval required by the TFS Board of Directors

*A different purchasing method may be used if authorized by the Director of Finance or designee.

Noncompetitive/Sole Source Purchases:
Sole source purchases are characterized as the one and only source, regardless of the marketplace, possessing a unique and singularly available performance capability. The Director of Operations or designee is responsible for approval of requests for sole source purchases. Appropriate substantiating written documentation is required and may include:

- That the efficient utilization of existing goods requires the acquisition of compatible goods or services;
- That the efficient provisioning of services requires providers who are familiar with TFS's unique model and system;
- That the goods or services required for the exchange of software or data with other public or private agencies are available from only one source;
- That the goods or services are for use in a pilot or an experimental project; and/or

- Other findings that support the conclusion that the goods or services are available from only one source.

Purchases are to be made competitively with the exception of the following:

1. The competitive process will result in higher cost or otherwise adversely affect TFS as determined by the Director of Operations. The Director of Operations shall document the basis for the determination in the purchasing file.
2. The service is a professional service that requires a higher degree of professional skill such as engineering and architectural services, professional management or educational consulting, legal services, medical services, technology services or other services as determined by the Director of Finance and the Director of Operations, Executive Director of Schools, or the Superintendent for capital construction related services.
3. A particular product or service is required to standardize or maintain standardization, reduce financial investment, or simplify administration.
4. A particular product or service is required to maintain interchangeability or compatibility as a part of an existing system.
5. Purchases are made in cooperation with federal, state, other local government units, other school districts, the Cooperative Education Purchasing Council, U.S. communities, Western States Contracting Alliance or the Multiple Assembly of Procurement Officials when it is in the best economic interest of TFS as determined by the Superintendent.
6. Instructional materials; e.g. textbooks, library books, tests, teaching aids, publications, videos, films or software.
7. The product or service is the subject of an insurance claim or a change order.
8. The product is perishable, and the purchase would not encourage favoritism or substantially diminish competition.
9. The product is for resale.
10. Property (Real Estate)
11. Surplus Property
12. Advertising agreements
13. Purchases less than $50,000
14. The purchase is made pursuant to an existing purchase agreement that has substantially complied with the requirements of TFS Purchasing Guidelines
15. Emergency contracts pursuant to the requirements set forth in this policy

Specific Vendor or Brand Name Purchasing Requests:
When there is a request to purchase a specific product or to use a specific product or to use a specific vendor, the following information is required to justify the purchase:

- Identify the unique features and performance capabilities.
- If there are other products and/or services available, explain why they are not acceptable.
- Identify any no cost items to be part of the purchase.
- Explain any maintenance or technical support issues.

Emergency Purchases:
Emergency situations shall be defined as those instances that may adversely affect the health, welfare or safety of students, employees or the general public, when any delays would place an

excessive financial burden on TFS, or when delays would cause significant harm to TFS. In the case of an emergency requiring the immediate purchase of goods or services, the employee managing the emergency shall have the authority to authorize the purchase of necessary goods or services in the open market regardless of the amount of the purchase.

Follow up for emergencies occurring during weekday working hours:

- Contact and receive approval from the Director of Finance or designee.
- Submit a written explanation of the emergency to the Finance Department.
- Only minimum quantities should be ordered.
- Every effort will be made to place emergency orders the same day.

Follow up for emergencies occurring during periods other than normal working hours:

- An emergency purchase may be made directly with the vendor by a school or department.
- A letter of justification explaining the circumstances of the emergency must be delivered to the Finance Department during the first working day after the purchase.

Unauthorized Purchases:
Unauthorized purchases by school or department staff will not be processed by the Finance Department. Individuals who make unauthorized purchases may be held personally responsible for payment and/or subject to disciplinary action.

If it is determined that TFS will assume responsibility for the purchase, payment may be processed through the Accounts Payable process with a memorandum to the Director of Finance explaining the circumstances of the purchase. It is the responsibility of the principal, department director, or designee to approve the unauthorized purchase, if it is in the best interests of TFS, and to discuss TFS policy with the individual.

Either significant or repeated unauthorized purchases will be reported to the Superintendent.

The Director of Operations shall establish bid/proposal terms and conditions that govern all procurement transactions. Unsolicited bids/proposals and bids/proposals from unapproved or non-prequalified vendors shall not be considered unless the Director of Operations determines that it is in the best interest of the district to accept such bids/proposals. Purchases made directly from other district departments are exempt from these solicitation guidelines. Note that the source of funds for the purchase may affect the method.

Bid/Proposal/Quotation Award Authorization:

- **Requests for Proposal:** The Superintendent, Director of Operations or designee must approve all awards.
- **Less than $50,000:** This would be considered a small-dollar purchase that may be awarded at the buyer's discretion. A competitive process is not required; however, an e- mail or facsimile quote may be deemed appropriate.
- **$50,000 up to $100,000:** Informal Procurement Procedures.
- **Greater than $100,000**: Formal bid/proposal. The Superintendent, Director of Operations or designee must approve all awards.

Informal Procurement Procedures:
Any procurement of goods or services exceeding $50,000 but not exceeding $100,000 may be awarded in accordance with informal procurement procedures. A contract awarded pursuant to these procedures may be amended to exceed $100,000 only if the amendment is necessary to the fulfillment of the contract and the basis for the need to amend is not reasonably foreseeable at the time of the original award. Amendments with the aggregate total of 10 percent or less of the original contract price will be presumed to be reasonable.

A procurement may not be artificially divided or fragmented so as to qualify for an informal procurement under this section.

When conducting an informal procurement, the purchaser shall seek at least three informally solicited competitive price quotes or competitive proposals from prospective contractors. The purchaser shall keep a written record of the sources and terms of the quotes or proposals received. If three quotes or proposals are not reasonably available, fewer will suffice, but the purchaser shall create a written record of the effort made to obtain the quotes or proposals.

If a contract is awarded, the purchaser shall award the contract to the offeror whose quote or proposal will best serve the interests of the contracting agency, taking into account price as well as considerations including, but not limited to, experience, expertise, product functionality, suitability for a particular purpose and contractor responsibility.

Formal Procurement Procedures:
Procurements shall be awarded by formal competitive solicitations as follows:

- Competitive Sealed Bids: Defined as quotes and bids where detailed specifications, which describe the materials, equipment, and/or service, are available. Formal bids may be opened at public meetings. When opened in public, prices and relevant information are read to those in attendance. An award is offered to the lowest priced and most responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation to bid.
- Competitive Sealed Proposals: These are defined as instances when the products, services or projects are of a complex nature or when the expertise of the marketplace is required. Only the identities of those who have responded will be read at proposal openings. An award is made to the responsible offer or the proposal determined to be the most advantageous to the district, taking into consideration price and other evaluation factors set forth in the request for proposal.

Negotiations:
Competitive or noncompetitive negotiations may be used in place of proposals or may be used as part of any proposal process if the Superintendent or Director of Operations or designee determines that this is in the best interest of the district.

Dispute Resolution:

The Superintendent or designee is authorized to settle and resolve questions regarding any protest concerning the solicitation, consideration or award of a bid/proposal, or controversies arising between the district and a vendor with regard to contracts. If deemed necessary, TFS counsel shall be consulted. Only protests sent directly to the Superintendent will be recognized for consideration. The decision of the Superintendent shall be final. Protests of a solicitation must be filed in writing within seven (7) business days of posting bid/Request for Proposal (RFP) document. Protests of an award of a bid/RFP must be filed in writing within seventy-two (72) hours of the intent to award notice.

Public Access:
Quotes and bids shall be subject to public inspection throughout the evaluation process. Requests for proposals shall be considered working documents that may be negotiated and therefore shall not be subject to public inspection during the evaluation process. These documents will be available for review once an award has been made. However, any bidder or proposer may submit confidential items such as intellectual property, trade secret, privileged or confidential commercial or financial information as long as those items are clearly identified, limited to the scope as set forth in this section and reasonably separated so as not to limit disclosure of nonprivileged information. Such identified documents shall not be disclosed pursuant to each state's Public Records Laws. All information in each state's statute is a strong presumption for disclosure. Marking information as confidential is not necessarily sufficient to prevent disclosure. The following information concerning the proposal shall not be considered as confidential commercial information even if it is clearly marked as such: prices, non-financial information concerning compliance with specifications, guarantees and warranties.

Public Works Contract
The following procedures shall be used when awarding a public works contract. However, the provisions in this section shall not be applicable if a public work project utilizes federal funding.

Public Works: "Public works" means any construction, alteration, repair, demolition or improvement of any land, building, structure, facility, road, highway, bridge or other public improvement suitable for and intended for use in the promotion of the public health, welfare or safety and any maintenance programs for the upkeep of such project exceeding $500,000 in a fiscal year.

Work Force:
Colorado labor shall perform at least 80 percent of the work of each separate construction phase for any public works contract. TFS shall waive the 80 percent requirement if there is reasonable evidence to demonstrate that insufficient Colorado labor is available to perform the work of the project and if compliance would create an undue burden that would substantially prevent a project from proceeding to completion. TFS shall post notice of this waiver and justification on its website. TFS will not impose contractual damages on a contractor for a delay in work due to the waiver process.

E. Support Services

TFS Board Policy EBCE-R – School Closing
Revised 29 August 2018

EBCE-R – School Closing

Responsibilities

The Superintendent or designee is responsible for making the decision on all school closures, delays or early dismissals. It is the intent of the Third Future Schools Board and the Superintendent to keep the school open on every scheduled student-teacher contact day. The only time the school will close on a scheduled student-teacher contact day is when emergency vehicles cannot navigate the roads or the city requires vehicles to stay off the roads. Still, the Network recognizes that there may be other emergencies or situations that may require one of our schools to close for the day.

A timely decision to cancel or delay the start of school shall be made to ensure announcements are provided to the public no later than 5:30 a.m. unless there are extenuating circumstances.
A decision to implement an early release of school shall be made to ensure announcements are provided to the public no later than 11:00 a.m. unless there are extenuating circumstances. The decision to cancel extracurricular activities will be made by 1:00 p.m., unless there are extenuating circumstances.

The principal of the school will be responsible for disseminating information on all closures, delays, early releases and cancellations to local media and publicizing such information on other appropriate forms of communication/media.

When schools are open, parents may choose to keep their children home or delay their arrival when conditions warrant. Such absences may be excused pursuant to Policy JH, Student Absences and Excuses.

Employees

When schools remain open during adverse weather, employees are required to attempt to report as soon as it is reasonably safe to do so. If an employee deems it too dangerous to travel to the school, he/she should notify the principal immediately. If conditions change, the employee should report to work if there are at least two hours remaining in the scheduled school day.

LEGAL REFS.: C.R.S. 22-32-109 (1)(n)
C.R.S. 22-33-104 (1)

EBD -- Maintenance/Control of Materials/Property Management

The school administration shall ensure that proper records are kept on all textbooks, permanent supplies, and equipment owned by the school system.

Records shall include records of issuance of such items to the school and teacher records of issuance to students.

School administration, staff members, and students shall be held responsible for items that have been issued for their use.

The Superintendent shall establish procedures for the use, maintenance, and control of cellular phones and computer equipment.

All school-owned equipment for extracurricular activities, shall be issued at the beginning of each season and returned at the end of each season. Complete records shall be kept on all such equipment.

At least once a year, teachers shall make a careful inspection of textbooks and permanent supplies in use by students. They shall impose fines for damages resulting from carelessness and unwarranted use by students, provided that no fines shall be imposed without the approval of the Principal.

A damage and loss statement will be filled out for any lost or damaged property. The damage and loss statement will be submitted to the supervisor of the accountable person. Loss or damage due to negligence may result in forfeiture of equipment, inability to sign for or use school property in the future, or other disciplinary action.

The Superintendent upon review of the damage and loss statement may alter the disciplinary decision made by the accountable person's supervisor.

EB-R – Safety Program

In order to meet the objectives of the Third Future Schools Board of Education (the Board) safety policy, it is necessary for all students, employees, volunteers and visitors to be aware of and comply with all approved TFS (the network) safety standards, first aid and occupational safety and health policies and procedures, and applicable state and federal safety and health requirements.

RESPONSIBILITIES

It is the responsibility of the Superintendent or his/her designee(s) to ensure: the implementation of the Board safety policy (see Board Policy ADD), the approval of all safety and loss control procedures, action plans, contingency plans, and the continuation of a comprehensive safety program, and that budget support is given to all safety program matters.

All principals and supervisors are responsible for the implementation and supervision of the safety policy and regulations within their departments and schools. Safety performance will be measured in the annual job performance evaluation of all levels of supervision. Supervisors shall include employee safety performance in all evaluations.

All employees are responsible for adhering to Network safety regulations.

The Director of Operations shall be responsible for administering the network safety program to include the following:

- Monitor and evaluate all accident and incident reports and ensure appropriate investigative findings and identified corrective actions are initiated.
- Initiate all proposed safety, standards, procedures and programs.
- Be the primary contact point for all site designated safety representatives/ principals, on all matters involving safety.
- Monitor and evaluate future legislative changes and implement as required.
- Assess locations for safety program compliance and assist in the identification and implementation of preventative and/or corrective action.

- Develop and deliver accident and injury prevention training and equipment, and safety awareness communications.

- Assign appropriate priority levels for all safety projects.

- Maintain and communicate on a regular basis safety performance information and analysis.

- Assist all departments and locations in safety related budget planning.

- Create and convene special investigative committees as deemed required for the additional investigation and review of significant incidents or accidents.

- Prepare and submit to the Superintendent or designee an annual report on Network safety performance.

GOVERNANCE:

The Director of Operations will identify the safety program requirements of the network to include:

- Establish high, but obtainable annual accident prevention goals.

- Develop long term safety strategies for the safety of students and employees.

- Review safety performance results and trends and identify methods to ensure continuing favorable results.

- Analyze results of loss prevention audits and inspections for physical hazards, safe work practices, and identify corrective actions as required.

- Review results of accident and incident investigations to identify and eliminate primary causes, to include unsafe acts and/or conditions.

- Develop and coordinate safety awareness and focused training programs for all employees.

Designated Site Safety Representative: Each principal shall serve as, or shall designate, a building safety representative, and appoint an alternate. This individual will serve as a focal point for identifying safety questions or concerns to the Director of Operations and assist the location by performing the following functions:

- Perform safety audits of the facility and grounds.

- Identify, report, and correct (when possible) unsafe conditions and unsafe acts.

- Assist in facilitating safety awareness training and communications.
- Communicate site safety performance data provided by the Director of Operations.
- Review pedestrian, bus and traffic safety, especially in and around the school.

School principals may establish a site safety committee to address school specific safety issues, and to promote a high level of safety awareness. Should a site safety committee be formed, it is recommended the site safety representative chair the committee.

Central Administration: The Superintendent and school leaders shall on a regular basis evaluate the results of the safety program, to include:

- Approve safety standards, procedures and regulations.
- Review safety performance of all locations and departments, and initiate actions as deemed appropriate.
- Review, identify and approve funding for unfunded high priority safety projects.
- Support safety and loss prevention activities on a network-wide basis.

LEGAL REFS.: C.R.S. 9-1-101 through 9-1-106
C.R.S. 22-3-101 through 22-3-104 C.R.S. 22-32-110 (1)(k)
C.R.S. 22-32-124(2)
C.R.S. 24-10-106.5

CROSS REFS.: EB, Safety Program Regulation
ADD, Safe and Secure Schools
JLCE, First Aid and Emergency Medical Care

EEAEC-R – Student Conduct on School Buses

GENERAL

The safety and welfare of students shall be a primary consideration in matters pertaining to student transportation. The Student Handbook and school behavior guidelines govern the conduct of students in the school and on Network property, including school buses. In addition, theses regulations apply regardless of whether the student is being transported to or from school, to or from a field trip, or is being transported by a Network vehicle for any other reason.

RESPONSIBILITIES

The principal shall publish and promulgate the student handbook and behavior guidelines. The Director of Operations will develop, maintain, and publish the handbook and guidelines on the Network's website. The Director shall use approved strategies for developing, communicating and teaching student expectations for safe conduct as it pertains to student transportation services.

Each student is responsible for complying with the handbook and behavior. Parents/guardians are expected to review and discuss the rules and guidelines with their students. Both shall be aware of all Network policies concerning the handbook and guidelines in an effort to help them understand and assume responsibility for safe, appropriate, and acceptable school bus conduct.

The school bus driver shall have the authority and responsibility to maintain order on the school bus. Students will be required to act in accordance with all policies and regulations pertaining to student transportation. The driver will report student unsafe behavior or other misconduct to the principal in a timely manner.

Unless otherwise provided by law, the principal shall have the authority to discipline any student who commits an infraction of the rules and guidelines. He/she has the authority to suspend the riding privileges of any student whose behavior threatens to place or places the student and/or others in an unsafe situation. A student's parent/guardian will be notified of a suspension from bus transportation for their student.
The principal shall establish a progressive disciplinary process to address student misconduct on the bus. The principal shall be the deciding authority concerning a student's continued eligibility or reinstatement of a student's privilege of Network provided transportation services.

EHB – Record Retention

Purpose:
The purpose of this Policy is to ensure that necessary records and documents of are adequately protected and maintained and to ensure that records that are no longer needed by Third Futures Schools or are of no value are discarded at the proper time.

Policy Statement:
Third Future Schools (TFS) Record Retention Policy is designed to establish procedures for the retention and destruction of school records.

Policy:
Records are to be retained as follows regardless of the physical format of the record including e-mail, Web files, text files, sound and movie files, PDF documents, and all Microsoft Office or other formatted files.

Provided that no retention period is specified for duplicate copies, retain those that are created for administrative purposes for one year, and retain those created for convenience or reference purposes until no longer needed or for one year, whichever is first. Duplicate copies should not be retained longer than the record copy.

<u>BOARD OF DIRECTORS</u>

General Description:
Records generally relating to the TFS Board and its members that govern TFS. The specified retention period applies to the information contained within the record, regardless of the physical format of the record (paper, microfilm, computer disk or tape, optical disk, etc.).

1. MINUTES OF THE MEETINGS OF THE BOARD OF DIRECTORS (Board) that record the nature of the meeting, proceedings of the meeting, all actions taken by the Board, all business that comes before the Board, the names of all persons who speak before the Board and their general topic, if an executive session was held and the general topic, and a record of adjournment.
   Retention: Permanent

2. LEGAL OPINIONS requested by the Board and supplied by Third Future School (TFS) counsel or the courts, that provide legal guidance on various matters pertinent to TFS.
   Retention: Permanent

3. ORGANIZATION AND REORGANIZATION RECORDS OF TFS that may include but are not limited to:

a. Public Petitions
b. Legal descriptions and maps
c. Requests for exclusion
d. Mill levy data
e. Election results
f. Court orders

Retention: Permanent

4. BOARD MEETING AGENDAS that provide the schedule of topics that the Board will consider at each meeting.
   Retention: 1 year

5. SCHOOL BOARD ELECTION RECORDS that include but are not limited to:
   a. Election ballots or surveys
   b. Election results
   c. List of eligible voters

   Retention: 30 days after the election provided the election or the results of it have not been challenged. Should an election be contested all records are to be retained until such time that the appropriate court or authority allows them to be destroyed.

6. BOARD POLICY AND PROCEDURES MANUAL that identifies the TFS official policies and procedures that are to be followed by staff and students.
   Retention: Permanent

7. RESOLUTIONS OF THE BOARD that relate to TFS's endorsement of a position, action or policy on a given topic such as supporting a statewide referendum on school funding.
   Retention: Permanent

GENERAL ADMINISTRATIVE RECORDS

General Description:
Records generally relating to the administration and direction of TFS various programs. The specified retention period applies to the information contained within the record, regardless of the physical format of the record (paper, microfilm, computer disk or tape, optical disk, etc.).

1. AGREEMENTS AND CONTRACTS of various kinds that document some form of agreement or contract that is enforceable by law between TFS and other parties regarding leases, franchises, professional services and others that TFS should be involved. **Retention: Duration of the agreement or contract plus 2 years, to include any terms limiting action there under**

2. ANNUAL REPORT of TFS to the Board of Directors and/or persons of TFS.
   Retention: Permanent

3. COMPLAINTS - Communications that are received from parents and/or other persons regarding objections, dissatisfactions, or disagreement with TFS policies or actions. **Retention: 2 years after response or action by the school District, and all rights of appeal have been exhausted**

4. CORRESPONDENCE – LEGAL -- These communications are related to legal issues where TFS is a party. Examples of this type of correspondence are court filings, legal opinions, affidavits, and other topics that may be needed for future use.
Retention: Permanent

5. ELECTRONIC MAIL is a work-related electronic message that is transmitted between two or more computers or electronic terminals belonging to the TFS network.
Retention: Four months (except as outlined elsewhere in this policy)

6. MAPS AND DRAWINGS that relate to building construction and/or remodeling, site plans, engineering, cartographic or other graphic presentations that are needed for the continued operation of TFS and its facilities.
Retention: Permanent

7. NEWS RELEASES that are prepared statements or announcements issued to the news media regarding TFS Board decisions, changes in senior administrative personnel, and/or program changes or termination of specific school programs. It should be noted that major policy or *historical news releases should be retained indefinitely.*
Retention: 2 years

8. RULES AND REGULATIONS adopted by TFS Board in relation to various school activities and functions. Examples of these would be to protect students and staff, set standards of conduct and dress, and provide accountability to the taxpayers.
Retention: Permanent

9. STUDIES AND PLANS prepared by TFS or contractors for TFS. Examples include feasibility studies, planning and land use, population estimates, educational achievement, capital projects, transportation projections and other documents that have long-term reference or historical value to TFS.
Retention: 5 years

<u>STUDENT SERVICES RECORDS</u>
General Description:
Records generally relating to academic records of children within TFS. The specified retention period applies to the information contained within the record, regardless of the physical format of the record (paper, microfilm, computer disk or tape, optical disk, etc.).

NOTE: RECORDS OF THE STUDENT FROM ELEMENTARY AND MIDDLE SCHOOL SHOULD BE MERGED INTO THE STUDENT PERMANENT RECORD WHEN HE OR SHE REACHES HIGH SCHOOL.

1. STUDENT PERMANENT RECORD: These records are divided into three categories: personal information, enrollment history, and academic performance. Each School District keeps information about students in different ways and on different forms. Therefore, the retention schedule presents the kinds of information or data elements that are maintained in files, rather than the names of the forms on which information may be found.
    a. Personal Information --This information, except for the immunization record, is usually found with the student's permanent record.
        i. Student's identification number: The District assigned number used for record keeping purposes.
        ii. Legal name of student
        iii. Legal name of parent(s) or guardian
        iv. Date of birth
        v. Gender
        vi. Address
        vii. Telephone number
        viii. Immunization record for withdrawal
    b. Enrollment History -- This information should be on the transcript. It consists of the following:
        i. Exact date the student enrolled in TFS
        ii. Name, city and state of the previous school(s) attended outside TFS
        iii. The schools attended within TFS
        iv. The dates and grade levels of the student
        v. Date the student withdrew or graduated from TFS
        vi. Name, city and state of the school to which the student is withdrawing
    c. Academic Performance -- usually found on the transcript or on report cards.
        i. Classes and/or grade level taken
        ii. Semester grades
        iii. Postsecondary courses/semester grades
        iv. Standardized test scores
        v. Advanced placement (AP) test scores
        vi. Grade point average (GPA)
        vii. Class rank
        viii. College placement test scores (i.e., ACT/SAT)

    Retention: Permanent or until the records are transferred upon an official records request

2. STUDENT CUMULATIVE RECORDS: Records that contain optional information on students attending school at TFS. The record may contain but is not limited to:
    a. Other information that enabled school officials to counsel with students and plan appropriate activities.
    b. Immunization record for graduates
    c. Ethnic code (This code is of use only to the District in which the student is enrolled.)
    d. Withdrawal grades (sometimes called grades in progress); withdrawal grades are not official grades, i.e., no credits are earned. Their purpose is to facilitate enrollment at the student's next school.
    e. Supplementary programs: Examples of such programs are gifted and talented, bi- lingual, English as a Second Language (ESL), and Title 1.
    f. Health records, hearing and vision screenings, visits to the school clinics, or similar records are not required information.
    g. Signed release of records: The purpose of this record is to document whether or not student record information was released, as requested by the parent or student.
    h. Progress reports: Mid-semester grades which inform parents and students of how the student is doing. These are not official grades and do not have long- term value.
    i. Out-of-District records
    j. School fines
    k. Emergency information
    l. Marriage licenses: Students may obtain a copy from the state or country in which they were married. It is not the responsibility of the school District to maintain these records permanently.
    m. Birth certificates: Students may obtain a copy from the state or country in which they were born. It is not the responsibility of the school District to maintain these records permanently.
    n. Court orders denying access to records
    o. Adoptions: The child's legal name should be changed on the transcript, although the previous name should also remain part of the transcript. It is not the responsibility of TFS to maintain permanent adoption records
    p. Guardianships: It is not the responsibility of TFS to maintain guardianship records
    q. GED records: This information is retained permanently at the Department of Education.

    Retention: (1) For graduates: purge immediately after graduation; (2) For withdrawals: destroy after the student leaves the District unless there is a compelling need to keep it longer.
3. Report Cards that document the periodic report by a school about a student's academic, social, emotional, and physical progress. Information includes, but is not limited to, full legal name of student, teacher's name, name and address of school, indication of attendance during reporting period, grades, and other related information.
    Retention: 1 year after school year in which records were created, provided semester grade is recorded in the student permanent record

4. Student Discipline, Suspension, and Expulsion Records documenting inappropriate student behavior and corrective actions taken. Information includes referral and action form, notes,

letters to parents, suspension documentation, detention documents, hearing notices, bus driver referrals, statements and conference notes.
Retention: (1) When suspended and subsequently expelled, keep permanently. Information will be stored in the student information system and paperwork will be scanned into an electronic file in student records. The permanent record file must be retained until student reaches the age of 21. (2) When disciplined or temporarily suspended and returned to school with no further rules infractions: until the student is no longer enrolled

5. Student Truancy Records: Records created to document student's excessive absences and action taken to correct the problem by school personnel. Information includes referral and action forms, letters to parents, attendance profile sheets, correspondence, release forms, copies of initial court petitions, copies of court orders, hearing notes, affidavits and visitation documentation.
   Retention: until the student is no longer enrolled

SPECIAL SERVICES/SPECIAL EDUCATION RECORDS

General Description:
Records generally relating to special needs of children within TFS. The specified retention period applies to the information contained within the record, regardless of the physical format of the record (paper, microfilm, computer disk or tape, optical disk, etc.).

1. SPECIAL SERVICES STUDENT FILE: Records may include but are not limited to:
   a. IEP and Supporting Documentation
   b. ISP (Individual Service Plan)
   c. IFSP (Individual Family Service Plan
   d. Testing Documentation
   e. Health Record
   f. Psychological Report
   g. Student Achievement
   h. Referrals, Permissions & Notices
   i. Student Assessment Reports
   j. Evaluations and Accompanying Reports
   k. Outside Agency Information
   l. Literacy Plan
   m. Behavior Support Plan
   n. Communication Plan
   o. Health Plan
   p. Service Plan
   q. Request for Records
   r. Record of Access

   Retention: Three years after all special services/special education and related services have ended.

BUILDING AND GROUNDS RECORDS

General Description:
Records generally relating to the construction and operation of facilities and grounds within TFS. The specified retention period applies to the information contained within the record, regardless of the physical format of the record (paper, microfilm, computer disk or tape, optical disk, etc.).

1. CONSTRUCTION PROJECT FILES: Records may include but are not limited to:
    a. Surveys and plot plans that pertain to school real estate
    b. Final blueprints, specifications and shop drawings and all modifications made thereto
    c. ADA plan
    d. Evacuation plan
    e. Federal and state environmental reports (asbestos, lead, radon etc.)
    f. Certificate of occupancy and final building inspection reports

    Retention: Permanent

2. DEEDS TO REAL PROPERTY that legally convey the land to TFS ownership and include the filing reception number in the county clerk and recorder's office.
    Retention: Permanent

3. RECORD OF UTILITY USAGES documents the electricity, gas, water or other utility that each building consumes each month or year.
    Retention: 5 years or until no longer needed

4. APPLICATION AND APPROVAL FOR USE OF SCHOOL PREMISES for purposes other than regular school activities.
    Retention: 2 years

FINANCIAL RECORDS

General Description:
Records documenting and ensuring accountability for the receipt and expenditure of public funds. The specified retention period applies to the information contained within the record, regardless of the physical format of the record (paper, microfilm, computer disk or tape, optical disk, etc.).

1. ACCOUNTS PAYABLE RECORDS that serve as the basis for payment of bills by TFS, including copies of bills paid, copies of checks, invoices, purchase orders and receiving reports, and correspondence with vendors.
    a. Accounts payable records, in general - **Retention: 6 years + current**
    b. Balance sheets - **Retention: Until updated**
    c. Bills paid, including invoices and statements - **Retention: 6 years + current**
    d. Charge slips and credit card statements - documentation of charges for items such as printing and meals or credit card transactions. - **Retention: 2 years + current**

e. e. Credit card records - records of credit cards issued to TFS for official school use. - **Retention: 1 year + current, after cancellation**
f. Expense records - records maintained to document travel, mileage, claims for reimbursement and other expenses of school officials while on educational business, including requests, authorizations, reimbursements and other similar information. -
Retention: 2 years, provided audit has been completed
g. Form 1099 - this form is sent to vendors, such as contractors, when the vendor's charges for services exceed $600 for the year. - **Retention: 4 years**
h. Petty cash records - records of petty cash funds account and requests for petty cash for various purposes. - **Retention: 1 year + current**
i. Vendor files - files maintained as a unit to track accounts payable activity for specific vendors, including information such as the federal taxpayer identification number, name and address, correspondence, copies of checks, etc. - **Retention: 6 years + current**

2. ACCOUNTS RECEIVABLE RECORDS that serve as the basis for collection of amounts owed by vendors, organizations and persons having accounts with TFS and documentation of billing and collection of monies.
    a. Accounts receivable records, in general - **Retention: 2 years + current**
    b. Balance sheets - **Retention: Until updated**
    c. Cash books, receipts and reports - cash book showing receipts, cash account pre-edit listing, daily cash reports and other documentation of receipt of monies for fees, parking tickets, rentals, registrations, etc. - **Retention: 2 years + current**
    d. Cash register validation tape - **Retention: 1 year + current**
    e. Invoices and statements issued by the school District - billings by school District to outside companies or institutions for damages, supplies, services or repairs, etc. - **Retention: 6 years + current**

3. AUDIT RECORDS documenting external audits of the financial position of TFS.
    a. Audit reports - annual or special reports prepared by external auditors examining and verifying the school District financial activities or the financial activities of a fund, department or other component of the municipal government. - **Retention: Permanent**
    b. Audit work papers - documentation consisting of routine correspondence with auditors and copies of TFS records compiled for use by auditors in performing an audit. - Retention: **2 years + current after completion of audit**

4. BANK RECORDS that document the current status and transaction activity of TFS funds held at banks
    a. Bank statements - monthly statements showing the amount of money on deposit to the credit of TFS. - **Retention: 6 years + current**
    b. Check records:
        i. Canceled checks - **Retention: 6 years + current**
        ii. Duplicate copies of checks - carbon copies or photocopies of checks issued and maintained solely as a quick reference source. - **Retention: 1 year + current**

iii. Check register - chronological listing of check entries. **- Retention: 6 years + current**
iv. Check stubs - **Retention: 1 year + current**
v. Deposit pass books - records of TFS savings account deposits, withdrawals and balances. - **Retention: 6 years + current**
vi. Deposit slips - bank cashiers' slips showing amount and date of deposit of monies into TFS accounts. - **Retention: 1 year + current**
vii. Reconciliations - Retention: **6 years + current**
viii. Trial balances - **Retention: 2 years + current**

5. BUDGET RECORDS
   a. Final adopted budget - final financial plan for the budget established by the TFS as approved by the school Board for the allocation and budgeting of all expenditures of the TFS. - **Retention: Permanent Duplicate copies: Until superseded**
   b. Preliminary draft budget - version of the budget presented for public inspection and review prior to consideration of the budget by TFS Board. - **Retention: 1 year after adoption of final budget Duplicate copies: Until final budget is adopted**
   c. Budget reports
      i. Monthly or quarterly reports - periodic reports regarding the status of receipts and disbursements in comparison to the adopted budget. - **Retention: 2 years + current**
      ii. Year-end reports - summary of annual budget reports compiled at year- end. - **Retention: 6 years + current**
      iii. Budget work papers - papers used to assist in the preparation and review and decision-making processes for department budget request, including reports, budget instructions, work sheets, spending plans, budget proposals, financial forecasting reports and similar records. - **Retention: 1 year + current**

6. FEE AND RATE SCHEDULES that document the fees and rates collected by TFS for various services.
   Retention: Retain current and previous schedules

7. FINANCIAL GUARANTEES: Records relating to the acquisition and release of various forms of financial guarantee, including escrow accounts, letters of credit, liens, promissory notes. These types of records are required by the school District from other parties to ensure performance, payments or the completion of certain specified actions, such as the completion of projects, required improvements or the payment of delinquent bills or assessments. **Retention: 1 year after expiration, completion of guaranteed project (if applicable) or release of the guarantee by TFS**

8. FIXED ASSET RECORDS: Inventories and listings kept to track and control the fixed assets of TFS, including buildings, real estate, office equipment, tools, machinery, and other equipment.
   a. Annual reports - work sheets compiled for annual reports listing totals of all fixed assets, purchases and disposition of assets. - **Retention: Until superseded**

b. Auction records - summary reports and other records of TFS property sold at public auction. - **Retention: 2 years + current**

c. Depreciation detail - **Retention: 3 years + current**

d. Disposition records - records of disposal of school District property (not real estate) and unclaimed, abandoned or confiscated property such as bicycles and computer equipment by competitive bidding or destruction, including date, department name, description of item, value, disposition, method and reason for disposition, condition, value and approvals. - **Retention: 3 years + current after disposition of property**

e. Fixed asset files - listings of all TFS property (buildings and real estate), vehicles, equipment and furniture, including description, cost, date purchased, location, name of vendor and depreciation. - **Retention: 10 years**

f. Fixed assets/inventories - listings of expendable and non-expendable property of TFS, including buildings, real estate, vehicles, furniture, equipment, supplies and other items owned or administered by TFS. - **Retention: Until revised + 1 year**

g. Surplus property records - documentation of the sale of surplus real property, including invitations, bids, acceptances, lists of materials, evidence of sales and related correspondence. - **Retention: 6 years after final payment**

9. TRUST FUND RECORDS: Documentation of bequests to TFS
   Retention: 2 years after trust fund closed

10. GOVERNMENT REVENUE PROGRAMS: Records pertaining to governmental programs allocating state or federal revenue sharing funds to TFS for specific purposes.
    a. Federal revenue programs
       i. Federal excise tax - exemption certificates from gasoline vendors issued to TFS, which are required for allowance of federal tax credits for vendors to bill less the excise tax. – **Retention: 6 years + current**
       ii. Revenue sharing - documentation and reports of TFS receipt and reallocation of federal revenue sharing funds, including public notices, expenditure records and reports, project records, financial and payroll records, etc. - **Retention: 6 years + current**
    b. Instructions for completing government forms. - **Retention: Until superseded or obsolete**

11. GRANT RECORDS: Files pertaining to applications for grants and the administration, monitoring and status of grants received by TFS from private and governmental sources.
    a. Awarded grants - documentation of awarded grants that are accepted by TFS, including records of grant application, performance under the grant, grant contracts and agreements, annual and final performance reports. - **Retention: Duration of grant + 3 years**
    b. Rejected grants - documentation of grants applied for by TFS and either rejected by the grantor or not accepted by TFS. - **Retention: 2 years + current after rejection or withdrawal**
    c. Reports from grant funded programs - periodic reports on the administrative and fiscal operations of federal or state funded programs compiled on a monthly,

quarterly, or semi-annual basis. - **Retention: 3 years after completion of all applicable audits**

12. INSURANCE RECORDS
    a. Certificates of insurance - documentation provided by insurance providers as proof of insurance coverage for specific purposes.
        i. Major school District - **Retention: 10 years after substantial completion**
        ii. Other certificates of insurance **Retention: 6 years after expiration**
    b. Claim records - records of claims for damages made by TFS against other parties and made by other parties against TFS.
        i. Claim records - statements of claims and completed claim forms. - **Retention: 6 years + current**
        ii. Claim reports - summary reports regarding handling and disposition of claims made against TFS and/or its insurance company by other parties - **Retention: 6 years + current**
    c. Employee insurance claim records - records pertaining to employee claims for medical, dental, long term disability and other insurance coverage. - **Retention: 3 years + current after incident is closed and all rights of appeal have expired**
    d. Insurance policies - documents issued by the insurance company to outline liability coverage and risk control standards for TFS under the insurance policy. **Retention: 6 years after expiration of policy, or after all claims made under the policy are settled, whichever is later**

13. INVESTMENT RECORDS: Records documenting various investments made BY TFS.
    a. Bank statements – investments - **Retention: 2 years after investment ends**
    b. Certificates of deposit – registers - **Retention: 6 years after maturity**
    c. Money market certificates - **Retention: 6 years + current after maturity**
    d. Reports - investment of funds - **Retention: 6 years provided audit has been completed**
    e. Saving bond records - **Retention: 6 years + current after final payment**
    f. Treasury bills and notes - **Retention: 6 years + current after maturity**

14. LEDGERS AND JOURNALS
    a. General ledger - year-end summary of receipts and disbursements by account and fund reflecting the general financial condition and operation of TFS; may also include documentation from subsidiary ledgers to general ledger and accounting adjustments in the form of general entries. - **Retention: Permanent**
    b. Subsidiary ledgers and journals - daily, monthly or quarterly transaction detail showing receipts and expenditures such as depositor payment amount, date payee, purpose, fund credited or debited, and check number; provides backup documentation to general ledger - **Retention: 2 years**

15. LOAN RECORDS: Records of loans entered into by TFS.
Retention: 6 years + current after payment and cancellation

16. PURCHASING RECORDS: Records pertaining to procurement of services or commodities, including purchase requisitions, purchase order, vouchers, field order, work orders, invoices and supporting documentation for purchases.
    a. Purchasing records, in general - orders and requisitions - **Retention: 4 years + current**
    b. Bids - bids, quotes and proposals regarding services and commodities received by TFS in response to solicitations.
        i. Accepted bids - received from successful bidders **Retention: 6 years + current, after acceptance of the bid**
        ii. Rejected/Unsuccessful bids - received from unsuccessful bidders -**Retention: 2 years + current**
        iii. Unsolicited bids - received from bidders without solicitation - **Retention: 2 years + current**
        iv. Lease-purchase records - records pertaining to the acquisition of property by lease-purchase transactions. - **Retention: Term of lease-purchase arrangement + 6 years**
    c. Procurement and purchasing policies - directives, memoranda or manuals pertaining to policies established by TFS for the procurement of commodities and services -
    Retention: Permanent Duplicate Copies: Until superseded
    d. Purchasing control forms - purchase orders, purchase requisitions, field purchase orders, vouchers and other forms documentation to procurement process. -
    Retention: 6 years + current
    e. Solicitations and specifications - requests for proposals (RFPs), requests for quotations (RFQs), and other solicitations by TFS for competitive bids, proposals or quotes for the provision of services or commodities; includes bid specifications. - **Retention: 6 years + current**
    f. State bid list - **Retention: Until superseded**
    g. Vendor lists - listings of vendors providing goods and services to TFS, usually including names, addresses, phone numbers, description of goods or services provided**. - Retention: Until superseded or obsolete**

17. FINANCIAL REPORTS: Reports created for internal use to document the status of funds, bank accounts, investments and other accounting of TFS funds, including financial projection reports.
    a. Annual financial reports - statistical reports on the financial affairs of TFS or specific departments, including a statement on the value of all TFS owned property and an accounting of all income and expenditures in relationship to the final budget. - **Retention: Permanent**
    b. County treasurer's reports - periodic reports of the county treasurer regarding the distributions of taxes collected on behalf of TFS, including information regarding taxes collected, interest and fees. - **Retention: 10 years + current**
    c. Revenue and expenditure reports - reports including information regarding cost analysis, itemized expenditures and revenue sharing. - **Retention: 6 years + current**
        i. Departmental expenditure reports - **Retention: 1 year + current**
        ii. Financial reports – monthly - **Retention: 2 years + current**

18. CASH RECEIPT JOURNALS
Retention: 2 years + current

TRANSPORTATION RECORDS

General Description:
Records generally relating to the operation and maintenance of TFS transportation program. The specified retention period applies to the information contained within the record, regardless of the physical format of the record (paper, microfilm, computer disk or tape, optical disk, etc.).

1. DRIVER QUALIFICATION FILE to include but not limited to:
    a. school bus driver annual written test
    b. small vehicle driver annual written test
    c. Driving performance test
    d. DOT medical report
    e. Motor vehicle record check
    f. First aid certificate
    g. Commercial driving license (CDL) copy

    Retention: until the driver resigns, is terminated, or retires

2. NEW HIRE DRIVER QUALIFICATION FILE: In addition to the items listed in above:
    a. Pre-service training record outline
    b. Mountain driving written test
    c. Adverse weather driving written test
    d. CDL skills test

    Retention: Until driver resigns, is terminated or retires

3. VEHICLE MAINTENANCE FILE to include but not limited to:
    a. Annual inspection form
    b. Vehicle repair form
    c. Preventive maintenance inspection form –

    Retention: Life of the vehicle

4. DAILY PRE-TRIP INSPECTION SHEETS that verify the driver has completed the required inspections.
    Retention: 6 months

5. EMERGENCY EVACUATION DRILLS that document the driver's knowledge and application of evacuation procedures.
    Retention: 6 months

6. EMERGENCY EVACUATION TALK CHECKLIST that spell out the correct and proper procedures for students and teachers to follow in the event of an emergency.
    Retention: 6 months

7. DRUG AND ALCOHOL TEST RESULTS that are required of transportation section employees.
   Retention: 2 years

8. INSERVICE TRAINING RECORD that documents the annual training provided to each driver and maintenance person.
   Retention: 2 years

9. FINGERPRINT REPORTS from the Colorado Bureau of Investigation and FBI
   Retention: Until driver resigns, is terminated or retires

INSTRUCTION RECORDS

General Description:
Records generally relating to the teaching instruction efforts that occur within TFS. The specified retention period applies to the information contained within the record, regardless of the physical format of the record (paper, microfilm, computer disk or tape, optical disk, etc.).

1. DISTRICT TEST SCORES (STATE AND FEDERAL MANDATED) that reflect student academic achievement.
   Retention: Permanent

2. TEACHER'S GRADE BOOKS that record the daily and term grades for each student.
   Retention: 1 year + current provided term grades are recorded to the permanent student record

3. COUNSELOR RECORDS that are used to counsel a student on specific and general aptitudes, and areas of student interest.
   Retention: 3 years + current

FOOD SERVICE RECORDS

General Description:
Records generally relating to providing food services within TFS. The specified retention period applies to the information contained within the record, regardless of the physical format of the record (paper, microfilm, computer disk or tape, optical disk, etc.).

1. MEALS SERVED identifies the daily number of meals served in each school.
   Retention: 1 year after the end of the federal fiscal year to which they pertain

2. PREPAID MEAL RECORD that records meal ticket information of payments made in advance.
   Retention: 3 years after the end of the federal fiscal year to which they pertain

3. FREE/REDUCED MEAL ROSTER that lists the names of the participating students.
   Retention: 3 years after the end of the federal fiscal year to which they pertain

4. FREE/REDUCED PRICE MEAL RECORDS which include application for free or reduced prices and compliance and verification records. May include additional criteria that a District uses in making a decision to approve an application.
   Retention: 3 years after the end of the federal fiscal year to which they pertain

5. DAILY RECEIPT REPORTS that document the food/meal sales receipts for each day; may include cash register tape sales, cash sales, and a summary report.
   Retention: Until audited + 1 year

6. FEDERAL CLAIM FOR REIMBURSEMENT that documents the total number of free, reduced, paid breakfasts and lunches served during the month that are being claimed for reimbursement of federal funds.
   Retention: 3 years after the end of the federal fiscal year to which they pertain

7. RECEIPTS/RECEIPT BOOKS that documents monies received by food services for meals and services rendered.
   Retention: 3 years after the end of the federal fiscal year to which they pertain

8. FOOD PURCHASE ORDERS (includes food commodities) that authorize the delivery of a specified food product, merchandise showing the amount of funds authorized for the same. **Retention: 3 years after the end of the federal fiscal year to which they pertain**

9. PAYMENT VOUCHERS FOR FOOD SERVICE CLAIMS that identify a request for payment to a vendor for food goods or services in accordance with approved purchase orders.
   Retention: 3 years after the end of the federal fiscal year to which they pertain

EHC – Technology Resources and Internet Safety

Technology resources provide access to a wealth of information and services to students and staff. The Third Future Schools Network recognizes the tremendous importance of preparing our students for the Year 2030, and the integral role that the Internet, computers, and mobile devices play in such preparation. One of the most important 21st century skills involves the ability to navigate safely and responsibly through the vast Internet landscape.

Still, as students are still learning appropriate use of technology and need to focus on the learning objectives presented by teachers daily, automatic access to the Internet will not be granted and students will gain such access under the supervision of a teacher or learning coach.

Staff members may use personal computers and handheld electronic devices for appropriate reasons at appropriate times. For students: electronic personal computers and handheld electronic devices are not allowed at school unless specifically authorized by a student's teacher for a specific education purpose and for a specific and limited amount of time. Users who demonstrate inappropriate uses of electronic devices are subject to disciplinary action

VIRUS PROTECTION SOFTWARE: Antivirus software must be installed and up-to-date on personally owned electronic devices. When logging into the network, wired and wireless, the personally owned electronic device will be scanned for virus protection software. If this software is not apparent, the device will not be allowed to connect. User will be prompted to purchase virus protection before logging into the Network system.

PROHIBITS INAPPROPRIATE USE: Use of Network educational technology resources for any inappropriate purpose is prohibited. Network policies apply to use of the Network's educational technology resources.) Users may not use Network resources for personal for profit business.

RESPONSIBLE USERS: The Network seeks to provide both a safe, secure learning environment and the opportunity for students to learn. The Network adopts the approach of helping students become responsible users of digital media and provides specific learning experiences in appropriate online behavior, safety and privacy, and cyberbullying to address Children's Internet Protection Act (CIPA). With this educational opportunity comes personal responsibility. To ensure that users are acting responsibly, all users must realize that any user's files and messages may be reviewed by authorized personnel.

RESTRICT ACCESS: It is possible to access material that students (or parents/guardians of students) might find inappropriate. While the Network will take reasonable steps to restrict access by minors to harmful material including the use of an Internet content filter, it is

impossible to guarantee that such access cannot or will not be gained. The Network makes no warranties for the access it is providing. The Network shall not be liable for users' inappropriate use of the Network's technology resources, violations of copyright restrictions or other laws, users' mistakes or negligence, and costs incurred by users. The Network shall not be responsible for ensuring the availability of the Network's technology resources or the accuracy, age appropriateness, or usability of any information found on the Internet.

NETIQUETTE AND PROVISIONS: All users of Network computers and networks are expected to abide by the rules of network etiquette (netiquette) and adhere to this policy's exhibits. Failure to comply with this policy and the defined rules of network etiquette may result in disciplinary action.

EMAIL: Filtered email service is provided to all staff. Be mindful of using Network email for personal purposes. Practice netiquette and take security precautions. Open attachments only from trustworthy sources, and be mindful of spams or scams. Chain emails shall not be forwarded to Network users. Disciplinary action may be taken for student and staff misuse of technology resources.

SOCIAL NETWORKING SITES: The Network realizes that part of Next Generation Learning is adapting to the changing methods of communication including social networking sites. Under the supervision of a teacher or learning coach, social networking websites have the potential to support student learning, and students can participate in online social networks where people all over the world share ideas, collaborate, and learn new things. In online social environments that are connected to Network information, ensure personal profiles and related content are consistent with work and study at the Network. Do not post confidential student information in any venue.

LEGAL REFS.: C.R.S. § 22-87-101, et seq. (Children's Internet Protection Act)
C.R.S. § 24-72-204.5 (monitoring electronic communications) 47 U.S.C. § 254(H) (Children's Internet Protection Act)
47 U.S.C. § 231, et seq. (Child Online Protection Act)
20 U.S.C §1232g (Family Educational Rights and Privacy Act

EHC-R – Use of Social Media

Students may use social media and social networking sites under the supervision of a teacher for a specific educational purpose while at school. Student use of social networking while at school for personal reasons or non-educational purposes is not allowed.

Teachers will abide by the following guidelines:

- Be cautious of identity theft issues using social networking sites. Be careful not to display personal information for yourself or students when setting up a profile or bio.
- Use discretion when uploading digital pictures and selecting avatars to assure that they convey the appearance your boss, students and their families would interpret as appropriate. All Images should be free of any copyright restrictions.
- Be aware of what you post online. Social media venues are very public. What you contribute leaves a digital footprint for all to see. Do not post anything you wouldn't want parents, colleagues, students, a future employer or others to see.
- Follow the school's code of conduct when writing online. It is acceptable to disagree with someone else's opinions; however, do it in a respectful manner. Make sure that criticism is constructive and not hurtful. What is inappropriate in the classroom is inappropriate online.
- Be safe online. Never give out personal information, including, but not limited to, last names, phone numbers, addresses, exact birthdates, and pictures. Do not share your passwords.
- Linking to other websites to support your thoughts and ideas is recommended. However, be sure to read the entire article prior to linking to ensure that all information is appropriate for a school setting.
- Staff and students are encouraged to use interactive websites and tools; however, all must be utilized within the context of educational usage. Staff-created blogs or other online content such as micro blog feeds must also only occur within the context of educational usage. Users must follow proper etiquette, including but not limited to, using proper language with no vulgarity and no cyber-bullying or spreading falsehoods about another that lowers the affected individual in the eyes of the community.
- Teacher/student interactions online must only occur within the context of educational usage. For the protection of both students and staff, the Network strongly advises that staff do not “friend” students on public networks, since lines of personal and professional boundaries are not as clear in social networking sites. Friending students on private or school-based networks for educational purposes is acceptable within the context of educational usage (i.e. Destiny or Sharepoint).

- Do not use other people's intellectual property without their permission. **It is a violation of copyright law to copy and paste other's thoughts.** When paraphrasing another's idea(s) be sure to cite your source with the URL. It is good practice to hyperlink to your sources.
- Be aware that pictures may also be protected under copyright laws. Verify you have permission to use the image or it is under Creative Commons attribution.
- How you represent yourself online is an extension of yourself. Do not misrepresent yourself by using someone else's identity.
- Blog and wiki posts should be well written. Follow writing conventions including proper grammar, capitalization, and punctuation. If you edit someone else's work be sure it is in the spirit of improving the writing.
- If you run across inappropriate material that makes you feel uncomfortable, or is not respectful, tell your administrator right away.

F. Facilities Planning and Development

FEH – Supervision of Construction

The Superintendent or designee shall plan for, supervise, and be responsible for all construction projects. The Superintendent or designee will hire an owner's representative four technical assistance and construction oversight if he deems necessary. The Superintendent or designee and owner's representative will serve as the Network's primary representative to ensure the success of the project.

Contractual authority is given only to the Superintendent. No one other than the Superintendent shall provide direction to the construction contractor in a manner that binds the Network. All construction contract administration will be conducted according to the limits spelled out in contract.

The Superintendent or designee will enforce construction contracts in a firm and fair manner.

GBEA – Employment of Relatives

1. Purpose

Third Future Schools expects its employees to make personnel decisions and other educational and business decisions objectively based on the Network's needs, resources and priorities.

While the Network does not restrict the employment of relatives in most circumstances, it recognizes that, when an employee has supervisory or fiscal authority over, or access to confidential information concerning, another employee who is a relative, or participates in Network decisions directly affecting a relative, a conflict of interest exists and there is a substantial risk of favoritism and negative effects on the integrity of Network decision- making.

Accordingly, this policy is intended to establish standards and procedures for employment of relatives in Network positions and for decision-making affecting relatives.

This policy may be modified by the TFS Board of Education (the Board) at any time and does not create any express or implied contract, including a contract of employment, property rights, privacy rights, due process rights or any other contractual or constitutional rights.

2. Definitions

For purposes of this policy and unless otherwise specified herein, "relative" means the spouse (including common law spouse), child, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin, corresponding in-law or "step" relation, fiancé, domestic partner, any member of the employee's household.

3. Applicant Disclosure

An applicant applying to or within the Network is expected and required to accurately and honestly disclose any relatives' names who also work for the Network when asked during the interview process or before signing a contract with the Network.

4. Decisions Affecting Relatives

No Network employee shall participate in a Network decision, or seek to influence or advocate for a decision, that causes a direct benefit or penalty to a relative of the employee, whether or not such relative is an employee. Such decisions may include, but not be limited to, decisions concerning hiring, discharge, performance evaluations, grievances, transfers, vendor contracts, purchases, and investigations.

5. Hiring or Assignment of Relatives

The Network generally permits the hiring and assignment of relatives of current Network employees to positions within the Network, except in circumstances where:

a. One relative would directly exercise supervisory, appointment, or dismissal authority or disciplinary action over the other relative;
b. One relative would audit, verify, or receive, or is or would be entrusted with moneys received or handled by his or her relative; or

The Network may make exceptions to this standard on a temporary basis (for periods generally not exceeding three months) or in the event of a Network emergency.

In the event two members of a school or building staff attain a relative status or occupy the same household during a school year and one employee supervises the other, they shall report this information to their immediate supervisor and notice shall be given them that they come under the requirements of this policy and that the necessary reassignment involved shall be effected no later than the following school year.

6. Other Conflict of Interest Concern

If any two employees of the Network who are in a superior/subordinate status and have a known romantic relationship, or there is a logical conflict of interest as set forth in paragraph 5 above, they shall report this information to their immediate supervisor and will be advised of the requirements of this policy by their immediate supervisor(s).

7. Disclosure and Evaluation Procedure

If a Network employee experiences a change in personal status (such as through marriage or engagement), or becomes aware of an actual or expected Network decision affecting a relative of the employee, that is subject to the restrictions of section 2 or 4 above, the employee shall self- report and disclose all facts concerning the matter immediately to one of the following persons:

a. Immediate supervisor
b. Principal
c. Superintendent

When a report is received, the individual receiving the report shall coordinate an evaluation of the circumstances and determine whether action should be taken.

8. Professional Working Behavior

The Network expects its employees to exhibit professional behavior in their interactions with employed relatives while at work and on Network property.

9. Reporting and Retaliation

Any employee may report a violation of this policy to any of the individuals identified in 7.a.-c. above. If an employee experiences retaliation for reporting a violation of this policy, the employee should report the matter directly to the Superintendent or principal.

10. Consequences

The Network reserves the right in any situation involving the application of this policy to decide, in its discretion, whether an investigation should be conducted and whether corrective action should be taken, including, but not limited to, reassignment, disciplinary action or termination of employment.

LEGAL REF.: Constitution of Colorado, Article X, Section 13
C.R.S. § 14-15-101, et seq.
C.R.S. § 18-8-308
C.R.S. § 24-34-402 (1)(h)

GCE/GCF – Employee Background Checks

Prior to employing any applicant for a position in the TFS Network, the Network, in accordance with state law, shall conduct a background check concerning such applicant with the Colorado Department of Education (CDE) and previous employers regarding the applicant's fitness for employment. In addition, during the employment of any person in the Network, the Network may, in accordance with state law, conduct a background check concerning that employee.

Any applicant recommended for employment in the Network, for which a Colorado educator's license is not required, shall submit to the Network a complete set of fingerprints and a notarized form regarding felony and misdemeanor convictions. The Network shall forward the fingerprints to the Colorado Bureau of Investigation (the CBI) for the purpose of conducting a state and national fingerprint-based criminal history record check. Applicants may be conditionally employed prior to the Network receiving the fingerprint results.

LEGAL REFS: C.R.S. 22-32-109 (1)(f)
C.R.S. 22-32-109.7
C.R.S. 22-32-109.8
C.R.S. 22-32-109.9

GCOA -- Evaluation of School Professionals

Evaluation of School Professionals

The Network schools recognize that the sound appraisal of the performance of school professionals is critical in achieving the educational objectives of the school.

The Board of Education expects its administrative and supervisory staffs to exert reasonable efforts to encourage and help school professional personnel to develop their leadership, professionalism and instructional abilities to an optimum degree.

Evaluations shall be conducted in accordance with state law, Board of Education Governing Policies and School Policy to improve instruction, enhance the implementation of programs in the curriculum, and measure the professional growth and development of personnel and level of performance of each school professional employee. Evaluations will also serve as the measurement of satisfactory performance for school professionals and documentation for non-renewal of employment contract or dismissal for unsatisfactory performance. All school professionals must receive a summative evaluation annually two weeks before the last day of classes.

The Board shall periodically consult with school administrators, professional educators, parents in reviewing the effectiveness of the evaluation system.

The basic requirements of the evaluation system shall be:

1. All full-time and part-time school professionals shall be regularly evaluated by a licensed administrator/supervisor.

2. Evaluations shall be conducted in a fair, professional and credible manner and shall be based on written criteria which pertain to good teaching practices and the school professional's particular position.

3. Standards for satisfactory performance and criteria which can be used to determine whether performance meets such standards shall be developed. One of the standards for measuring the school professional's performance shall be directly related to classroom instruction and shall include multiple measures of student performance.

4. All evaluation standards and criteria shall be provided in writing and shall be discussed by the evaluator prior to and during the course of the evaluation process.

5. The system shall identify the various methods which will be used for information collection during the evaluation process, such as direct and informal observation and may include any peer, parent, or student input. All data on which an evaluation is based will be documented to the extent possible and available for the school professional's review.

6. The evaluation system shall specify the frequency and duration of the evaluation process, with school professionals receiving at least one summative evaluation annually.

7. All written evaluation reports shall be specific as to performance strengths and weaknesses, dates of documented observations, data sources, and professional growth plans. The professional growth plan with goal setting shall be specific as to ways to improve student achievement and to the identification of areas of deficiency in meeting professional standards and ways to improve upon performance in those areas. The school professional shall have an opportunity to review the evaluation with the Supervising Administrator, and both shall sign it. If the school professional disagrees with any of the conclusions or recommendations in the evaluation, he or she may attach a written explanation or other relevant documentation within five (5) working days, but any such disagreement shall not relieve their obligation to sign the evaluation as required by Colorado law.

8. The system shall contain a process to be followed when a school professional's performance is deemed unsatisfactory. In accordance with state law, this process shall provide for a notice of deficiencies, a remediation plan, a statement of the resources and assistance available, and a reasonable period of time to correct the deficiencies.

No informality in any evaluation or in the manner of making or recording any evaluation shall invalidate the evaluation. No minor deviation in the evaluation procedures shall invalidate the process or the evaluation report.

Nothing in this policy shall be construed to imply in any manner the establishment of any property rights or expectancy or entitlement to continued employment not explicitly established by statute, Board of Education Governing Policies, School Policy or contract. Neither shall this policy and/or the evaluation system be deemed or construed to establish any conditions prerequisite relative to renewal or non-renewal of contracts, transfer, assignment, dismissal or other employment decisions relating to school personnel.

Unless an evaluator acts in bad faith or maliciously with respect to the application of a procedure associated with the evaluation process, any misapplication of a procedure, failure to apply a procedure or adhere to a prescribed timeline shall not be an impediment to or prevent the school from changing an employee's contract status or assignment under the terms of the employment contract and state law. The content of the evaluation, the ratings given and any remediation plan shall not be grievable under the school’s formal grievance process.

All employment decisions remain within the sole and continuing discretion of the Board of Education, subject only to the conditions and limitations prescribed by Colorado law.

Legal
C.R.S. 22-9-101 et seq. (Personnel Performance Evaluation Act)
C.R.S. 22-63-301 (grounds for dismissal)
C.R.S. 22-63-392 (8) (burden of proof)

GBC-R FMLA Eligible Staff Leaves and Absences

Title	FMLA Eligible Staff Leaves and Absences
Designation	GBC-R
Office/Custodian	Business Director

Basic conditions

To initiate a leave request under federal Family and Medical Leave Act (FMLA), the employee must complete a leave of absence application with the network's Director of Human Resources. The employee must complete this form in detail, sign the form and secure their immediate supervisor's signature. The employee or supervisor then must submit the form to the Director of Finance. When possible, the form should be submitted 30 days in advance of the effective date of leave. The Finance Director will review the leave of absence application and send out the required medical certification documentation to the employee.

Medical Certification

Third Future Schools will require medical certification to support a claim for leave for an employee's own serious health condition or to care for a seriously ill child, spouse, or parent. The basic certification form will be sufficient if it contains the date on which the condition commenced, the duration of the condition and any appropriate medical information. The employee will be given a Family and Medical Leave Act (FMLA) medical certification form to be filled out by the attending physician.

The employee is responsible for getting the certification to the attending physician. The completed certification must be returned to the Director of Finance within fifteen (15) calendar days per FMLA guidelines. All medical information provided to the District through this process shall be treated as confidential.

For an employee's own medical leave, the certification also must include a statement that the employee is unable to perform the functions of his/her position. If the requested leave is to care for a seriously ill child, spouse, or parent, the certification must include an estimate of the amount of time the employee is needed to provide care

Certification for intermittent leave must indicate the dates on which treatment is expected to be given and the duration of the treatment. If the requested leave is to care for a seriously ill child, spouse, or parent, the certification must include an estimate of the amount of time the employee is needed to provide care.

For the employee's own intermittent leave, the certification must contain a statement indicating the medical necessity of the intermittent treatment and its expected duration.

In the instance of a child placed with an eligible employee for adoptive or foster care, Third Future Schools will require official court or Department of Human Services (DHS) documentation clearly stating that the child has been placed with the eligible employee and whether the child has been placed for adoptive or foster care.

In the instance of qualifying exigency due to the eligible employee's spouse, son, daughter or parent being on "covered active duty", a copy of the military orders will be required. For military caregiver leave, a medical certification form will be required to be filled out by the service member's attending physician which must include an estimate of the amount of time the employee is needed to provide care as well as military documentation showing that the qualifying service member was on active duty and during that leave incurred or aggravated a serious illness or injury requiring care.

At its discretion, Third Future Schools may require a second medical opinion at Third Future Schools' own expense or periodic medical recertification.. If the first and second opinions differ, Third Future Schools at its own expense may require the binding opinion of a third health care provider approved jointly by Third Future Schools and the employee.

Notification and reporting

When the need for leave for the birth or adoption of a child or for planned medical treatment is foreseeable, the employee must provide at least 30 days prior notice unless circumstances dictate otherwise. With respect to foreseeable treatments of an employee's family members, the employee must make a reasonable effort to schedule treatment so as not to disrupt Third Future Schools' operations.

In case of illness, the employee is required to report periodically on his/her leave status and intention to return to work.

Intermittent or reduced leave

When instructional employees seek intermittent leave in connection with a family or personal illness and when such leave would constitute at least 20 percent of the total number of working days in the period during which the leave would extend, Third Future Schools may require the employee to take leave in a block (not intermittently) for the entire period or to transfer to an available alternative position with the school system, that is equivalent in pay, for which the employee is qualified and which better accommodates the intermittent situation.

Reinstatement

Because the end of the semester is a critical time for both staff and students, the following conditions will apply to requests from staff seeking to return from leave within the last three weeks of the semester:

1. If the employee begins any category of family and medical leave five or more weeks prior to the end of the semester and the leave is for more than three weeks, Third Future Schools may require the employee seeking to return within the last three weeks to wait until the next semester to return.

2. If the employee begins any category of family and medical leave except personal sick leave less than five weeks before the end of the semester and the period of leave is greater than two weeks, Third Future Schools may require the employee to wait until the next semester to return.

3. If the employee begins any category of family and medical leave except personal sick leave three or fewer weeks before the end of the semester and the period of leave is greater than five working days, Third Future Schools may require the employee to wait until the next semester to return.

Employees who have taken leave due to a personal health condition will be required to provide certification by their physician that the employee is able to resume work. This certification must be presented to Third Future Schools at least two (2) working days prior to the anticipated return to work date. In addition, Third Future Schools reserves the right to consult with a public health official if there is any question about possible transmission of a disease in the school setting.

Repayment of benefits

In event that an employee elects not to return to work upon completion of an approved unpaid leave of absence, Third Future Schools may recover from the employee the cost of any payments made to maintain the employee's group health insurance coverage unless the failure to return to work was due to a continuation, recurrence, or onset of a serious health condition as certified by a physician that entitles the employee to leave or for other reasons beyond the employee's control so long as in doing so, no federal or state laws governing benefits will be violated.

Benefit entitlements based upon length of service will be calculated as of the last paid work day prior to the start of the unpaid leave of absence.

Posting/notice to employees

Building principals/administrators will post notices explaining the Family and Medical Leave Act's provision in locations where they can be readily seen by employees and applicants for employment.

Any employee questions regarding leaves of absence should be directed to the Finance Director.

GBEE -- Staff Use of the Internet, Electronic Communication and Technology

Staff Use of the Internet, Electronic Communication and Technology

The Internet and electronic communications (e-mail, chat rooms, and other forms of electronic communication) have vast potential to support curriculum and learning. The Network schools believe they should be used in the school as a learning resource to educate and to inform. They should also be used to help the organization run more efficiently to meet school's goals.

The Network schools support the use of the Internet and electronic communications by staff to improve teaching and learning through interpersonal communication, access to information, research, training, and collaboration and dissemination of successful educational practices, methods, and materials.

The Internet and electronic communications are fluid environments in which users may access materials and information from many sources. Staff members shall take responsibility for their own use of school computers and computer systems to avoid contact with material or information that violates this policy.

INTERNET FILTERING

To protect students from child pornography or material and information that are obscene or harmful to minors, Internet filtering appliances that block or filter such material and information have been installed on the school network. All Internet usage is forced through these filters. Blocking or filtering is generally waived for a supervising teacher or school administrator, as necessary, and only after the teacher or administrator acknowledges a warning from the system for purposes of bona fide research or other educational projects being conducted by staff members over the age of 18. Such filtering is required by law under the Children's Internet Protection Act (CIPA, 2000).

UNAUTHORIZED AND UNACCEPTABLE USES

Staff members shall use school technology equipment and technology systems in a responsible, efficient, ethical, and legal manner. Staff use of the network is a privilege, not a right.

Because technology and ways of using technology are constantly evolving, every unacceptable use of school computers and computer systems cannot be specifically described in policy. Therefore, examples of unacceptable uses include, but are not limited to, the following:

- Violation of respectful workplace standards
- Engagement in illegal behaviors
- Conducting personal commercial business
- Using school email addresses for personal profit or business
- Disrespect of a class or classes of individuals
- Excessive engagement in leisure activities during work hours
- Demeaning of the school, school personnel or students
- Purposefully accessing, creating, transmitting, retransmitting or forwarding of material or information:
    - that promotes violence or advocates destruction of property including, but not limited to, access to information concerning the manufacturing or purchasing of destructive devices or weapons
    - that contains pornographic, obscene, or other sexually oriented materials through either pictures or writings, that are intended to stimulate erotic feelings or appeal to prurient interests in nudity, sex, or excretion
    - that plagiarizes the work of another without express consent
    - that uses inappropriate or profane language likely to be offensive to others in the school community
    - that is knowingly false or could be construed as intending to purposely damage another person's reputation in violation of any federal or state law including but not limited to copyrighted material and material protected by trade secret
    - that contains personal information about themselves or others, including information protected by confidentiality laws using another individual's Internet or electronic communications account without written permission from that individual
    - that impersonates another or transmits through an anonymous remailer
    - that accesses fee services without specific permission from the system administrator
    - The Administration and Board of Education reserves the right, at its sole discretion, to determine the appropriateness of all information accessed through its technology.

SECURITY

Security on school computer systems is a high priority. Staff members who identify a security problem while using the Internet or electronic communications must immediately notify a system administrator. Staff members should not demonstrate the problem to other users. Logging on to the Internet or electronic communications as a system administrator is prohibited except by Administration whose job require such logging on.

Staff member must:

- Lock their machine any time they walk away, no matter how long it will be.

Staff members shall not:

- Use another employees' password or any other identifier.
- Write down any passwords or post passwords, including sticky notes on monitors, desks, or any unsecure area.
- Log into any system not assigned to them, unless the system is designated as a public or multi-user machine.
- Gain or attempt to gain unauthorized access to school computers or computers systems.
- Read, alter, delete or copy electronic communications of other staff members.
- Place electronic devices of any kind on the school network that are not authorized by the Administration. Generally, this means that only school configured PCs, laptops and other personal network devices can be attached with a hardwire to the school network without prior permission from the Administration Team.

Any staff member identified as a security risk, or as having a history of problems with other computer systems, may be denied access to the Internet and electronic communications.

USE OF SOCIAL MEDIA

Staff members are expected to serve as positive role models at all times and must represent the school professionally at all times. All off-campus expression on social media that is made pursuant to a staff member's official job duties is subject to this policy.

Staff may not use a personal social media account to interact with students. If staff chooses to use social media to communicate with students, they should establish a separate public professional social media account. Staff members shall not use email, text messaging, instant messaging, or social networking sites to discuss non-school related issues with students. Staff members are expected to protect the health, safety, and emotional well-being of students and to preserve the integrity of the learning environment. Online or electronic conduct that distracts or disrupts the learning environment or other conduct in violation of this or related school policies may form the basis for disciplinary action up to and including dismissal from employment.

VANDALISM

Vandalism will result in cancellation of privileges and may result in disciplinary action and/or legal action. Vandalism is defined as any malicious or intentional attempt to harm, destroy, modify, abuse, or disrupt:

- Operation of any network within the school or any network connected to the Internet
- Operation of any form of electronic communications
- Data contained on any network or electronic communications
- Data of another user

- Usage by another user
- School-owned software or hardware

This includes, but is not limited to, the uploading or creation of computer viruses.

UNAUTHORIZED SOFTWARE

Staff members are prohibited from using or possessing any software that has been downloaded or is otherwise in the user's possession without appropriate registration and payment of any fees owed to the software owner. Licenses must be purchased for each device or each site per the requirements set forth by the software owner. All software must be used in accordance with the End-User License Agreement that accompanies any piece of software.

Unauthorized software shall include "free" software that is meant for individual, private use.

INSTRUCTIONAL USE OF AUDIO-VISUAL RESOURCES

All instructional resources, including audiovisual materials, must:

- Be consistent with the Network schools school policies, educational goals, and the objectives of specific courses and/or activities
- Adhere to federal and state copyright laws
- Reflect the best teaching practices based on age appropriateness and instructional relevance

Movies and Movie Clips

Showing movies in class, as opposed to movie clips, should be a rare event in at the Network schools. A teacher must obtain the permission of the Principal before showing a film in class that runs beyond twenty (20) minutes. Teachers may show YouTube and other streaming video clips in class as long as they reflect the best teaching practices as described above.

STAFF MEMBER USE IS A PRIVILEGE

Use of the Internet and electronic communications requires personal responsibility and an understanding of the acceptable and unacceptable uses of such tools. Staff member use of the Internet and electronic communications is a privilege, not a right. Failure to follow the use procedures contained in this policy may result in the loss of the privilege to use these tools, restitution for costs associated with damages, and may result in school disciplinary action and/or legal action. The school may deny, revoke, or suspend access to school technology or close accounts at any time.

Each new employee will be required to sign the school's Acceptable Use Agreement upon confirmation of employment. Once that form has been signed, network accounts will be issued. Additionally, staff members will be required to re-sign this agreement **annually.**

EMPLOYEE DATA

Archiving of Electronic Email
The school will daily backup the School Email System and retain daily backups for two weeks. District staff will be responsible to retain email related to the business of the school for a minimum of thirty (30) days on the School Email System (Colorado State Archive, Colorado School District Records Management, Schedule 2, item 9). Individual email which contains information that needs to be archived beyond thirty (30) days will be archived on school servers by the individual who sends or receives such email in the "home directory" of the individual. The Administration will diligently attempt to provide two (2) weeks of backups for the home directories of users for at least 1GB of files and folders. Special permission must be obtained from the Administration for users requiring more than 1GB of backed up space in a user's home directory. Users will only archive on school servers such email as specifically and purposefully needs to be archived consistently with the archive of "General Administrative Records" as described in Colorado State Archive, Colorado School District Records Management, Schedule 2.

Confidentiality

Staff members shall not access, receive, transmit, or retransmit material regarding students, parents/guardians, or school employees that is protected by confidentiality laws unless such access, receipt or transmittal is in accordance with their assigned job responsibilities, applicable law, and school policy. If material is not legally protected, but is of a confidential or sensitive nature, great care shall be taken to ensure that only those with a "need to know" are allowed access to the material

Disclosure of confidential student records, including disclosure via electronic mail or other telecommunication systems, is governed by state and federal law, including the Family Educational Rights and Privacy Act (FERPA).
It is imperative that staff members who share confidential student information via electronic communications understand the correct use of technology, so that confidential records are not inadvertently sent or forwarded to the wrong party. Staff members who use e-mail to disclose student records or other confidential student information in a manner inconsistent with applicable law and school policy may be subject to disciplinary action.

Privacy Expectations

School computers and computer systems are owned by the school and are intended for educational purposes and school business at all times. Staff members shall have no expectation of privacy when using the Internet or electronic communications. The school reserves the right to monitor, inspect, copy, review, and store (at any time and without prior notice) all usage of school computers and computer systems, including all Internet and electronic communications

access and transmission/receipt of materials and information. All material and information accessed/received through school computers and computer systems shall remain the property of the school.

Public Records

Electronic communications sent and received by school employees may be considered a public record subject to public disclosure or inspection under the state's Open Records Act. All employee electronic communications shall be monitored to ensure that all public electronic communication records are retained, archived, and destroyed in accordance with applicable law or policy.

EQUIPMENT

Computers and Tablets

School computers and tablets are intended for school business only including internet use, software, apps, and any other data. Employees will not attempt to physically alter or attempt to repair computers or tablets. Any accessories not included with the computer or tablet when the device is turned in will need to be replaced at the employee's expense.

Other Equipment

All other technology equipment needs to be approved by Administration before it can be used in the school.

SCHOOL MAKES NO WARRANTIES

The school makes no warranties of any kind, whether expressed or implied, related to the use of school computers and computer systems, including access to the Internet and electronic communications services. Providing access to these services does not imply endorsement by the school of the content, nor does the school make any guarantee as to the accuracy or quality of information received. The school is not responsible for any damages, losses, or costs a staff member encounters in using the Internet and electronic communications. This includes loss of data and service interruptions. Use of any information obtained via the Internet and electronic communications is at the staff member's own risk.

Legal
47 U.S.C. 201 et seq. (Communications Decency Act of 1995)

I. Instructional Program

TFS Board Policy
IKE – Promotion, Retention and Acceleration of Students
Revised 2 March 2017

IKA – Assessment and Parent Refusal

Third Future Schools believes in the rights of parents and their ability to opt-out of specific assessments as required by law. The procedures below specify the regulations of this policy and provide parents needed information on how to opt-out of state assessments.

1. State assessments will be given in online format.
2. This policy, as all policies, is included in your Policy Book and is available on all school websites.
3. Currently, parents at TFS schools may choose to opt out of the state assessment. TFS schools do not administer the PSAT or SAT, therefore opting-out is not required. In Colorado, parents may not opt out of the required ACCESS and READ Act assessments.
4. Students that choose the opt-out choice will not be subjected to any negative consequences.
5. Parents/guardians opting out of any state-required assessments must notify the principal in writing/email of this decision no later than February 1 of that school year.
6. Opt-out submissions will be monitored by the school principal.
7. School administration and staff will not encourage any student to opt-out of required-state assessments. This decision is a family decision and staff will provide any input on this personal choice.

IKE -- Promotion, Retention and Acceleration of Students

The Board of Education recognizes that high expectations and standards for student achievement are necessary to ensure that students are well prepared for the next level of their education. The Board believes that early identification of students who are not making adequate progress toward achieving standards or who are making progress faster than their peers and effective intervention are crucial.

Definitions

1. “Promotion” means the process of advancing a student to the next grade at the end of the current school year.
2. “Retention” means the process of having a student repeat a grade.
3. “Acceleration” means the process of moving a student ahead one or more grades.

Determining Whether to Retain or Accelerate a student

A student shall be promoted each year unless a decision to retain or accelerate the student was made in accordance with the regulation accompanying this policy. Retention and acceleration shall be used sparingly when special circumstances warrant, and retention due to social, emotional or physical immaturity shall be used on a very limited basis.

Adoption of Regulations
The Superintendent or a designee shall develop such regulations as may be needed for the implementation of this policy so long as such regulations are consistent with Board policies.

LEGAL REFS.:
C.R.S. 22-7-1013 (2.5) (recommended considerations for academic acceleration procedure)
C.R.S. 22-32-109 (1)(hh) (board duty to provide opportunity for an academic remediation plan upon request by student's parent/guardian)

IKE-R -- Promotion, Retention and Acceleration of Students Regulations

Step 1 – Create Student Learning Plan (SLP)
At Network schools we begin to assess student needs and interests at the time of enrollment. If a student's past record indicate that the student is more than two years behind in proficiency, we will consult with the parents or guardian and consider placing the student in a lower grade.

In this step, we assess a student's beginning proficiency using DIBELS in grades K-6 as well as NWEA MAP assessments in reading and math for grades K-6. Every student then receives a Student Learning Plan (SLP) that outlines how the school will support the individual and unique needs of each student.

Step 2 – Identify retention candidates
For the Network schools, retention is considered mainly based on a student's academic proficiency level. If a student is demonstrably behind his or her peers and way below the proficiency level for their grade (more than one standard deviation from the mean on the low end), they will be identified as possible retention candidates. We will also observe a retention candidate in the classroom and assess his Habits of Success in order to help the student and provide appropriate interventions.

Step 3 – Apply exclusion criteria
Some students will not be good candidates for retention. On a case-by-case basis, our school will consider excluding students who meet the following criteria:

- Student has a significant cognitive disability
- Student has a severe learning disability in reading
- Student is in the first two years of receiving ELD services
- Student has been retained previously
- Student has demonstrated grade-level proficiency in reading and math

Step 4 – Monitor progress
Because of Third Future Schools' unique "LSAE" personalized learning model and our daily demonstrations of learning, student progress and proficiency on the lesson objectives is monitored daily. Additionally, our teachers conduct weekly professional learning community (PLC) meetings to assess student academic performance and design interventions. We give special attention to all retention candidates to assess growth and to determine whether interventions are effective.

In May, students will take the NWEA MAP tests in reading and math. Students in grades 3 and 5 who score below one standard deviation of the mean for their grade level on either exam will be considered for retention. Students in the other grades who fall below one standard deviation may be promoted and will receive continued support.

Guiding Questions

What are the criteria for retaining 3rd and 5th graders?

We will use multiple indicators or a *body of evidence*. The body of evidence will consist of state assessment scores, DIBELS reading assessment scores, NWEA MAP scores, teacher observations, parent support, and student attendance. The MTSS committee will review the data and make a recommendation for promotion or retention.

How/when will parents be told that their child is a candidate for retention?

Communicating with parents early and often is crucial. Schools will inform every parent of their child's reading level at the beginning of the school year and no later than 30 September. Specific conferences with parents of all students will be held in October and early February. Additional conferences will be held in April with the parents of any student who is a candidate for possible retention. A final conference will be scheduled in May to inform parents of a decision to retain their student.

If a retained student attends summer school, will he be promoted to the next grade?

An assessment of the student's reading and math ability will be made at the end of summer school. The new information will be included in the body of evidence outlined above. The MTSS Team will review the data and determine whether the student should be promoted to the next grade.

What program of instruction or character development will retained students have in the following year? What will change or be different?

The school will determine the proper intervention strategy. Students will be placed with a teacher who has a "Proficient" or higher evaluation rating. These teachers will provide high quality instruction and targeted literacy and math interventions to ensure the students significantly improve their academic proficiency.

What are the criteria for students with IEPs and ELD students—will it be different from regular education students?

ELD students who have received fewer than two years of ELD services will not be retained. Special education students, who have received fewer than two years of SPED services, qualify for SLD in reading, are in center-based programs, or have a full-scale IQ of less than 85, will not be recommended for retention. Any decision to retain a student on a 504 or in special education will be made through an IEP/ARD team decision.

Who will be assigned to teach the retained students?

Retained students will be taught by an effective teacher – one who has a "Proficient" or higher

evaluation rating.

What percentage of students will be retained?

The body of evidence described above will be used to select the retained students. No more than 10% of students in grades 3 and 5 will be retained.

What if we retain a student and still no growth is shown?

The MTSS process will identify the students who will benefit from retention. The extra time will help the retained students make academic gains. With proficient teachers, quality instruction, and a focused look at the body of evidence, we believe that retained students will show great progress in their literacy and math levels.

What are the criteria for K-2nd grade retention?

It is unlikely that we will retain any K-2 student. However, we will work with parents in those unique instances where it may be beneficial to retain a student in grades K-2.

Will students who are retained be placed with the same teacher again?

A student may be placed with the same teacher if the student made gains under that teacher's care and if the teacher has a Proficient or higher evaluation rating.

What about students who move into our school during 3rd and 5th grade?

Students' reading ability will be assessed during registration or at the beginning of the school year. Students may be placed in a lower grade after the first NWEA MAP assessment in September.

LEGAL REFS.:
C.R.S. 22-32-109 (1)(hh) (board duty to provide opportunity for an academic remediation plan upon request by student's parent/guardian)

TFS Board Policy
JHB – Student Attendance and Truancy
Revised 21 February 2017

JHB -- Student Attendance and Truancy

Daily school attendance is essential to our children and youth acquiring the knowledge, skills, and values to become self-sufficient citizens.

Every child who has attained the age of six years on or before August 1 of each year and is under the age of 17 is required to attend public school with such exceptions as provided by law. It is the parents' responsibility to ensure attendance. The Network schools will develop and implement plans consistent with the CSI procedures to encourage daily student attendance.

Truancy

If a student is absent without an excuse signed by the parent/guardian or if the student leaves school or a class without permission of the teacher or administrator in charge, the student shall be considered truant. A "habitual truant" shall be defined as a student of compulsory attendance age who has four total days of unexcused absences from school in any one month or 10 total days of unexcused absences during any school year. Absences due to suspension or expulsion shall not be counted in the total of unexcused absences for purposes of defining a student as a "habitual truant."

In accordance with law, the school may impose appropriate penalties that relate directly to classes missed while truant.

Adoption of Regulations

The Superintendent or a designee shall develop such regulations as may be needed for the implementation of this policy so long as such regulations are consistent with Board policies.

LEGAL REFS.:

C.R.S. 22-14-101 *et seq. (dropout prevention and student re-engagement)*
C.R.S. 22-33-104 *(compulsory school attendance)*

C.R.S. 22-33-105 *(suspension/expulsion)*
C.R.S. 22-33-107 *(enforcement of compulsory school attendance)*
C.R.S. 22-33-108 *(judicial proceedings to enforce school attendance laws)*
1 CCR 301-78 Rules 1.00 *et seq. (standardized calculation for counting student attendance and truancy)*

CROSS REFS.:

JHB-R Regulation for Student Attendance and Truancy

JHB-R -- Student Attendance and Truancy Regulation

The following regulation is developed for the implementation of School Board Policy JHB – Student Attendance.

I. DEFINITIONS

A. An excused absence will be an absence with permission of the parent/guardian and school principal. Such absences include those that are the result of the following:

1. temporary illness or injury
2. physical, mental, or emotional disability or condition
3. religious observances
4. death in the immediate family
5. school service absences (absences that occur as a result of participation in school activities that are authorized and pre-approved by the school leader).

B. A truancy or unexcused absence is any absence without the permission of the parent/guardian and the school principal.

C. A habitually truant student is defined as a student who has four unexcused absences or truancies in any month or ten unexcused absences or truancies during any school year and is between the ages of six and seventeen years of age. For the purpose of defining a habitually truant student, absences due to suspension or expulsion will be considered excused.

II. PROCEDURES TO ENCOURAGE DAILY SCHOOL ATTENDANCE

A. Each school and teacher is responsible for keeping accurate records of student absences, tardies, and truancies.

B. School procedures and rules will include, but need not be limited to, the following:

1. Notification to the parents/guardians of each enrolled child, annually at the beginning of each school year or upon enrollment, of the following:

    a. That it is the obligation of the parent/guardian and child to ensure that the child attends school daily and complies with school attendance rules in order to receive an appropriate education; and
    b. School rules and procedures regarding attendance.

2. A method for notifying the parent/guardian of the child's absence from school if the school has received no indication that the child's parent is aware of such absence; notification will be by telephone on the day of absence, if possible, and will be noted in the school's official records as a parent contact;

3. Consequences for truancy and unexcused tardies, which may include lower grades or loss of academic credit;

4. Providing for the development of a plan, which may be in writing, to assist the habitually truant student in remaining in school. School procedures must provide opportunities for the full participation of the parent/guardian in the plan's development. A plan, at a minimum, must identify the reasons for the absences and measures to overcome them;

5. Initiation of judicial proceedings will be according to the professional judgment of the school principal and staff (except that such proceedings must be initiated if the student has more than thirty (30) days (or equivalent number of class periods) truant or unexcused absences during a school year);

6. Provision of make-up work for suspended students upon the request of the parent/guardian or student, which may include the granting of full credit for such work to the extent possible as determined by the building administrator;

7. A means to ensure that rules are consistently applied to all students.

C. Disenrollment

No student shall be disenrolled after twenty (20) consecutive school days until the school has made a substantial effort to contact the student and/or parent by telephone or home visit for the purpose of identifying the reasons for truancy and developing strategies to address
them. Appropriate school personnel, including the social worker/school psychologist and/or counselor, should be involved in this effort.

The above requirements do not prevent disenrollment of a student who has been truant for less than twenty (20) consecutive school days if there is proof of enrollment or educational placement elsewhere.

III. STUDENT AND SCHOOL ATTENDANCE PLANS

A. The school will develop a model plan to improve the attendance of students who are identified as habitually truant;

B. The school will develop a model attendance ladder that may be adopted by staff as part of a plan to encourage daily attendance.

JICDE – Bullying Prevention

The Third Future Schools Board of Education (the Board) supports a secure school climate, conducive to teaching and learning that is free from threat, harassment and any type of bullying behavior. The purpose of this policy is to define bullying behavior, encourage students to report bullying behavior, establish programmatic responses to prevent bullying behavior**,** to promote consistency of approach and to help create a climate in which all types of bullying are regarded as unacceptable.

Bullying is any written or verbal expression, or physical or electronic act or gesture, or a pattern thereof, that is intended to coerce, intimidate, or cause any physical, mental, or emotional harm to any student. Bullying is prohibited against any student for any reason, including but not limited to any such behavior that is directed toward a student on the basis of his or her academic performance or against whom federal and state laws prohibit discrimination.

Third Future Schools (the Network) is subject to the following laws: Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act, the Genetic Information Nondiscrimination Act of 2008, and the Colorado Anti-Discrimination Act. Accordingly, the Network is committed to prohibiting discrimination on the basis of disability, need for special education services (whether actual or perceived), race, creed, color, sex, marital status, sexual orientation, transgender status, gender identity, gender expression, national origin, religion, ancestry, age, genetic information, or protected activity, in admissions, access to, treatment, or employment in the educational programs or activities which it operates. In addition, for purposes of this policy, bullying behavior may include but is not limited to threats, intimidation, assault, or harassment of any kind, as delineated in the Student Conduct, Discipline and Attendance Code.

For purposes of this policy, the school environment includes: 1) all Network property, including but not limited to school buses and electronic communication and access resources; 2) any non- Network property on which a Network- or school-sponsored activity or event occurs; and, 3) any other non-Network property or location where the behavior engaged in may have a direct impact on school discipline or be detrimental to the welfare or safety of students or staff.

A student or adult who engages in any act of bullying is subject to appropriate disciplinary action including but not limited to, suspension, expulsion, and/or referral to law enforcement authorities**.** (Policy JK/JK-R) The severity, intent and pattern, if any, of the bullying behavior shall be taken into consideration when disciplinary decisions are made.

The Network shall ensure the development of a comprehensive program to address bullying at all school levels. The program shall be aimed toward accomplishing the following goals:

- To send a clear message to students, staff, parents/guardians, and community members that bullying will not be tolerated.

- To implement strategies in each school to enable students and staff to recognize, report and respond effectively to bullying.
- To prevent bullying by implementing prevention strategies in each school to decrease the occurrences of bullying.

- To implement procedures for immediate intervention, investigation, and confrontation of students engaged in bullying behavior.

- To initiate efforts to change the behavior of students engaged in bullying behaviors which may include education on acceptable behavior, discussions, counseling, and appropriate negative consequences.

- To foster a productive partnership with parents/guardians and community members in order to help maintain a bully free environment.

- To help develop social skills and self-confidence for all students and to recognize and encourage positive, supportive behaviors of students toward one another on a regular basis.

- To protect students from retaliatory action when they report bullying behaviors in good faith.

LEGAL REFS.:
Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681 34 C.F.R. Part 104
34 C.F.R. Part 106
Fair Labor Standards Act, 29 U.S.C. §201
Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C.
§ 621
Individuals with Disabilities Education Act, 20 U.S.C. §1400, et seq. Exceptional Children's Education Act, C.R.S. 22-20-101, et seq.
Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §701, et seq. Americans with Disabilities Act, 42 U.S.C. §12101, et seq.
Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d
Title VII of the Civil Rights Act of 1964, as amended 42 U.S.C. § 2000e 42 U.S.C. §2000ff et seq. (Genetic Information Nondiscrimination Act of 2008)
C.R.S. 2-4-401
C.R.S. 18-9-121 C.R.S. 22-32-109(1)(ll)
C.R.S. 22-32-109.1(2)(a)(X)(B) C.R.S. 22-32-110(1)(k)

C.R.S. 22-33-105(2)(c)
C.R.S. 22-61-101
C.R.S. 22-93-101, et seq.
C.R.S. 24-34-301 through 24-34-308

JICDE-R -- Bullying Prevention Regulations

“No bullying” is one of the three key disciplinary rules for students at any Third Future School.

1. Do not disrespect any teacher or other staff member
2. Do not disrupt the learning environment
3. Do not bully anyone

As a result, all staff members take any report or incident of bullying very seriously. Every teacher and staff member is expected to address every reported or observed incident of bullying on the spot and at the time of the incident. The staff member will report more severe incidents or bullying behavior that is repeated to one of the administrators. In most cases, the student will be sent or escorted to the office immediately after the incident.

An administrator will speak with the student or students to gather more information. If necessary, the administrator will ask the staff member for more information. The administration will use progressive discipline responses appropriate to the severity of the student’s behavior. Responses include but are not limited to:

1. Conference with student
2. Student time out
3. Phone call to parents
4. Restorative practices
5. Loss of after-school privileges
6. Administrator/parent/guardian/student conference
7. Written referral
8. In-school suspension
9. Classroom removal
10. Behavior plan
11. Out of school suspension
12. Referral to law enforcement
13. Expulsion

JJH -- Student Travel and Field Trips

The Board recognizes that the first-hand learning experiences provided by field trips can serve as an effective and worthwhile means of learning. The Board encourages field trips that are part of and directly related to the Network schools' educational program and will yield greater learning opportunities than other educational experiences.

Specific guidelines and appropriate administrative procedures shall be developed to screen, approve and evaluate trips and to ensure that reasonable steps are taken for the safety of the participants.

Determinations regarding the appropriateness of a field trip, necessary modifications and/or accommodations, and other matters concerning students with disabilities shall be made by the students' IEP or Section 504 team.

Trips which require students to travel outside of Colorado or to be away from home overnight or on non-school days shall require the approval of the Superintendent.

Adoption of Regulations

The Superintendent, or a designee, shall develop such regulations as may be needed for the implementation of this policy so long as such regulations are consistent with Board policies.

LEGAL REF.: C.R.S. 40-10-116 (1)(b)

JJH-R -- Student Travel and Field Trips Regulations

The following regulation was developed for the implementation of School Board Policy JJH – Student Travel and Field Trips.

Single day trips within District Boundary:

Parents and/or guardians must be notified of a trip ahead of time and informed that they have the right to request that his child not participate in the particular trip. In addition, written permission of the parent or guardian must be obtained before a student participates in the activity.
Applicable forms may be obtained from the front office and must be filed in the school office before any trips are taken.

1. Completed forms must be submitted at least three (3) weeks prior to a planned Off- Campus Trip. The forms that must be submitted are:

    a. Application
    b. Detailed itinerary - include the names, address and phone numbers of location of trip.
    c. Phone Tree - include names and phone numbers.
    d. Emergency Procedures - establish a plan in case of illness, accident disciplinary problems or weather related.
    e. List of students - include their name, address and phone numbers

2. Your application and supporting documentation will be processed and a trip number will be assigned. Once approved, you will receive via email, a copy of an Approved Application.

3. Parents/Guardians and students must complete and return required forms prior to the trip. The forms that parents/guardians must complete and return are:

    a. Release Agreement/Field Trip Permission Form (These forms need to stay in the possession of the person in charge of the trip while on the trip)
    b. Sponsor must have Medical History form for each participating student with them at all times during the field trip.

JK – Student Discipline

The Board believes that effective student discipline is a prerequisite for sound educational practice and productive learning. The objectives of disciplining any student must be to help the student develop a positive attitude toward self-discipline and socially acceptable behavior.

All policies and procedures for handling general and major student discipline problems shall be designed to achieve these broad objectives. Disorderly students shall be dealt with in a manner which allows other students to learn in an atmosphere which is safe, conducive to the learning process and free from unnecessary disruptions.

The Board in accordance with state law has adopted a written student conduct and discipline code based upon the principle that every student is expected to follow accepted rules of conduct and to show respect for and to obey persons in authority. The code also emphasizes that certain behavior, especially behavior that disrupts the classroom, is unacceptable and may result in disciplinary action. The code shall emphasize proportionate disciplinary interventions and consequences and keeping students engaged in learning.

All Board-adopted policies and Board-approved regulations containing the letters "JK" in the file name constitute the discipline section of the legally required code.

Immunity for enforcement of discipline code
An act of a teacher or other employee shall not be considered child abuse if the act was performed in good faith and in compliance with Board policy and procedures.

A teacher or any other person acting in good faith and in compliance with the discipline code adopted by the Board shall be immune from criminal prosecution or civil liability unless the person is acting willfully or wantonly.

Distribution of conduct and discipline code
The Superintendent or designee shall arrange to have a copy of the conduct and discipline code provided once to each student and once to each new student in TFS. The Superintendent or designee shall ensure reasonable measures are taken to ensure each student is familiar with the code. Copies shall be posted on each school’s website. In addition, any significant change in the code shall be distributed to each student and posted in each school.

The Superintendent will consult with network administrators, teachers, parents, students and other members of the community in the development of the conduct and discipline code or before recommending major changes to this policy.

Remedial discipline plans

The principal may develop a plan for any student who causes a material and substantial disruption in the classroom, on school grounds, in school vehicles or at school activities or events. The goal of the remedial discipline plan shall be to address the student's disruptive behavior and educational needs while keeping the child in school.

To develop the plan, the principal will arrange for a meeting with the student, the student's parent/guardian and any members of the staff whom the principal believes should attend. The purpose of the meeting will be to address the reasons for the student's disruptive behavior and to establish goals, objectives and timelines to modify such behavior. A written plan will be prepared which addresses the student's disruptive behavior, educational needs and what steps are necessary to keep the child in school. The plan will include incentives for good behavior and consequences if the student violates the plan.

The plan may be written in the form of a contract which the student and the parent/guardian will sign and date.

The parent/guardian will be provided a copy of the remedial discipline plan and it will be placed in the student's cumulative file.

Discipline of habitually disruptive students
Students who have caused a material and substantial disruption in the classroom, on school grounds, in school vehicles or at school activities or events three times during the school year shall be declared habitually disruptive students. Any student enrolled in TFS may be subject to being declared a habitually disruptive student. Declaration as a habitually disruptive student may result in the student's expulsion.

A student will be declared "habitually disruptive" if three times during the course of the school year the student causes a material and substantial disruption in the classroom, on school grounds, in school vehicles or at school activities or events.

The student and the parent/guardian will be notified in writing of each disruption which counts toward declaring the student habitually disruptive. The student and parent/guardian will also be notified in writing and by telephone or other oral communication of the definition of "habitually disruptive student."

A student who has been declared habitually disruptive may be suspended or expelled in accordance with Colorado law.

LEGAL REFS.:
C.R.S. 18-6-401 (1) (definition of child abuse)
C.R.S. 22-32-109.1 (2)(a) (adoption and enforcement of conduct and discipline code)
C.R.S. 22-32-109.1 (2)(a)(I) (school district shall take reasonable measures to familiarize students with the conduct and discipline code)

C.R.S. 22-32-109.1 (2)(a)(I)(C) (discipline of habitually disruptive students is required part of safe schools plan)
C.R.S. 22-32-109.1 (9) (immunity provisions in safe schools law)
C.R.S. 22-33-106 (1) (grounds for suspension, expulsion and denial of admission)
C.R.S. 22-33-106 (1)(c.5) (habitually disruptive students)

JKA-G -- Use of Physical Intervention and Restraint

To maintain a safe learning environment, Third Future Schools ("TFS") employees may, within the scope of their employment and consistent with state law, use physical intervention and restraint with students in accordance with this policy and accompanying policies JKA-R Use of Physical Intervention and Restraint and JKA-E Student Restraint Incident Report Form. Such actions shall not be considered child abuse if performed in good faith and in compliance with this policy and accompanying regulation.

Physical Intervention
Restraint shall only be administered by TFS employees trained in accordance with applicable State Board of Education rules.
No corporal punishment shall be administered to any student by any TFS employee.

There are times within the scope of their employment, when it becomes necessary for staff to use reasonable and appropriate physical intervention with a student that does not constitute restraint as defined by this policy, to accomplish the following:

1. To quell a disturbance threatening physical injury to the student or others.

2. To obtain possession of weapons or other dangerous objects upon or within the control of the student.

3. For the purpose of self-defense.

4. For protection of persons against physical injury or prevent the destruction of property which could lead to physical injury to the student or others.

Under no circumstances shall a student be physically held for longer than:

- Colorado: One minute in Colorado, unless the provisions regarding restraint contained in the policy and accompanying policies JKA-R Use of Physical Intervention and Restraint and JKA-E Student Restraint Incident Report Form are followed.
- Louisiana: A school employee who has physically restrained a student shall document and report each incident. A written report shall be submitted to the school principal no later than school day immediately following the day of which the student was physically restrained, and a copy shall be provided to the student's parent or legal guardian.
- Documentation provided by the end of the day in Texas.

Restraint is defined by state law and this policy as any method or device used to involuntarily limit a student's freedom of movement, including but not limited to bodily physical force, mechanical devices, chemicals, and seclusion.

TFS employees shall not use restraint as a punitive form of discipline or as a threat to control or gain compliance of a student's behavior. TFS employees are also prohibited from restraining a student by use of a mechanical restraint or chemical restraint, as those terms are defined by applicable State Board of Education rules and policies JKA-R Use of Physical Intervention and Restraint and JKA-E Student Restraint Incident Report Form.

Exceptions

The restraint provisions in this policy and accompanying regulation shall not apply to:

1. Peace officers as defined by C.R.S. 16-2.5-101 et seq. who are acting within the scope of their employment or in accordance with C.R.S. 16-3-109; and

2. When CEC is engaged in transporting a student from one facility or location to another facility or location when it is within the scope of CECs powers and authority to effect such transportation.

LEGAL REFS.: C.R.S. 18-1-703 use of physical force by those supervising minors C.R.S. 18-6-401(1) definition of child abuse C.R.S. 19-1-103 (1) definition of abuse and neglect C.R.S. 22-2-107 (1)(a) and (1)(c) State board - power C.R.S. 22-32-109.1(2)(a) adoption and enforcement of discipline code C.R.S. 22-32-109.1(2)(a)(IV) policy required as part of safe schools plan C.R.S. 22-32-109.1(9) immunity provisions in safe schools law C.R.S. 26-20-101 et seq. Protection of Persons from Restraint Act C.R.S. 26-20-108 Protection of Persons from Restraint Act Rules 1 CCR 301-45 State Board of Education rules for the Administration of the Protection of Persons from Restraint Act

CROSS REFS.: JKA-R Use of Physical Intervention and Restraint JKA-E Student Restraint Incident Report Form

JKA-R -- Use of Physical Intervention and Restraint Regulation

Restraint shall only be administered by TFS employees trained in accordance with applicable State Board of Education rules. No corporal punishment shall be administered to any student by any TFS employee.

A. Definitions

In accordance with the State Board of Education rules governing the Administration of the Protection of Persons from Restraint Act, the following definitions apply for purposes of this policy and accompanying JKA Corporal Punishment/Use Of Physical Intervention And Restraint By Employees and JKA-E Student Restraint Incident Report Form.

1. Restraint means any method or device used to involuntarily limit freedom of movement, including but not limited to bodily physical force, mechanical devices, chemicals, and seclusion.

2. Physical restraint means the use of bodily, physical force to involuntarily limit an individual's freedom of movement. "Physical restraint" does not include:

    a. holding of a student for less than one minute by a staff person for the protection of the student or others;
    b. brief holding of a student by one adult for the purpose of calming or comforting the student;
    c. minimal physical contact for the purpose of safely escorting a student from one area to another;
    d. minimal physical contact for the purpose of assisting the student in completing a task or response.

3. Mechanical restraint means a physical device used to involuntarily restrict the movement of a student or the movement or normal function of the student's body. "Mechanical restraint" does not include:

    a. devices recommended by a physician, occupational therapist or physical therapist and agreed to by a student's IEP team or Section 504 team and used in accordance with the student's Individualized Education Program (IEP) or Section 504 plan;
    b. protective devices such as helmets, mitts, and similar devices used to prevent self- injury and in accordance with a student's IEP or Section 504 plan;

c. adaptive devices to facilitate instruction or therapy and used as recommended by an occupational therapist or physical therapist, and consistent with a student's IEP or Section 504 plan; or
d. positioning or securing devices used to allow treatment of a student's medical needs.

4. Chemical restraint means administering medication to a student (including medications prescribed by the student's physician) on an as needed basis for the sole purpose of involuntarily limiting the student's freedom of movement. "Chemical restraint" does not include:

   a. prescription medication that is regularly administered to the student for medical reasons other than to restrain the student's freedom of movement (e.g. Azmacort, medications used to treat mood disorders, or ADHD, Glucagon); or
   b. the administration of medication for voluntary or life-saving medical procedures (e.g. EpiPens, Diastat).

5. Seclusion means the placement of a student alone in a room from which egress is involuntarily prevented. "Seclusion" does not mean:

   a. placement of a student in residential services in the student's room for the night; or
   b. time-out.

6. Time-out is the removal of the student from potentially rewarding people or situations. A time-out is not used primarily to confine the student, but to limit accessibility to reinforcement. In time-out, the student is not physically prevented from leaving the designed time-out area and is effectively monitored by staff.

7. Emergency means serious, probable, imminent threat of bodily injury to self or others with the present ability to effect such bodily injury. Emergency includes situation in which the student creates such a threat (serious, probable, imminent threat of bodily injury to self or others with the present ability to effect such bodily injury) by abusing or destroying property.

8. Bodily injury means physical pain, illness, or any impairment of physical or mental condition as defined in C.R.S. 18-1-901(3)(c).

9. State Board Rules mean the State Board of Education rules governing the Administration of the Protection of Persons from Restraint Act, 1CCR 301-45.

10. Parent is defined in the State Board of Education's rules.

B. Basis for use of

restraint Restraints shall

only be used:

1. In an emergency and with extreme caution; and

2. After:

    a. the failure of less restrictive alternatives (such as Positive Behavior Supports, constructive and non-physical de-escalation, and restructuring the environment); or
    b. a determination that such alternatives would be inappropriate or ineffective under the circumstances.

3. Restraints shall never be used as a punitive form of discipline or as a threat to gain control or gain compliance of a student's behavior.

4. TFS employees shall:

    a. use restraints only for the period of time necessary and using no more force than necessary; and
    b. prioritize the prevention of harm to the student.

C. Duties related to the use of restraint – general

requirements When restraints are used, TFS shall ensure

that:

1. no restraint is administered in such a way that the student is inhibited or impeded from breathing or communicating;

2. no restraint is administered in such a way that places excess pressure on the student's chest, back, or causes positional asphyxia (as defined in the State Board of Education's rules);

3. restraints are only administered by TFS staff who have received training in accordance with the State Board rules;

4. opportunities to have the restraint removed are provided to the student who indicates he/she is willing to cease the violent or dangerous behavior;

5. when it is determined by trained TFS staff that the restraint is no longer necessary to protect the student or others (i.e. the emergency no longer exists), the restraint shall be removed; and

6. the student is reasonably monitored to ensure the student's physical safety.

D. Proper administration of specific restraints

1. Chemical restraints shall not be used.

2. Mechanical restraints shall not be used, except that this provision shall not apply to armed security officers who have received documented training in defensive tactics utilizing handcuffing procedures and are detaining the student for law enforcement.

3. Physical restraint:

   a. A person administering the physical restraint shall only use the amount of force necessary to stop the dangerous or violent actions of the student.
   b. A restrained student shall be continuously monitored to ensure that the breathing of the student in such physical restraint is not compromised.
   c. A student shall be released from physical restraint within fifteen minutes after the initiation of the restraint, except when precluded for safety reasons.

4. Seclusion:
   a. relief periods from seclusion shall be provided for reasonable access to toilet facilities; and
   b. any space in which a student is secluded shall have adequate lighting, ventilation and size. To the extent possible under the specific circumstances, the space should be free of injurious items.

E. Notification requirements

1. If there is a reasonable probability that restraint might be used with a particular student, appropriate school staff shall notify, in writing, the student's parents, and if appropriate, the student of:

   a. the restraint procedures (including types of restraints) that might be used;
   b. specific circumstances in which restraint might be used; and
   c. the TFS staff involved.

2. For students with disabilities, if the parents request a meeting with school personnel to discuss the notification, school personnel shall ensure that the meeting is convened.

3. The required notification may occur at the meeting where the student's behavior plan or IEP is developed/reviewed.

F. Documentation requirements

1. If restraints are used, a written report shall be submitted within one school day to school administration using the form in policy JKA-E Student Restraint Incident Report Form.

2. The head of school or designee shall verbally notify the parents as soon as possible but no later than the end of the school day that the restraint was used.

3. A written report based on the findings of the staff review required by paragraph G "Review of specific incidents of restraint." below shall be e-mailed, faxed or mailed to the student's parent within five calendar days of the use of restraint. The written report of the use of restraint shall include:

    a. the antecedent to the student's behavior if known;
    b. a description of the incident;
    c. efforts made to de-escalate the situation;
    d. alternatives that were attempted;
    e. the type and duration of the restraint used;
    f. injuries that occurred, if any; and
    g. the staff present and staff involved in administering the restraint.

4. A copy of the written report on the use of restrain shall be placed in the student's confidential file.

G. Review of specific incidents of restraint

1. TFS shall ensure that a review process is established and conducted for each incident of restraint used. The purpose of this review shall be to ascertain that appropriate procedures were followed and to minimize future use of restraint.

2. The review shall include, but is not limited to:

    a. staff review of the incident;
    b. follow up communication with the student and the student's family;
    c. review of the documentation to ensure use of alternative strategies; and
    d. recommendations for adjustment of procedures, if appropriate.

3. If requested by TFS or the student's parents, TFS shall convene a meeting to review the incident. For students with IEPs or Section 504 plans, such review may occur through the IEP or Section 504 process.

H. General review process

1. TFS shall ensure that a general review process is established, conducted and documented in writing at least annually. The purpose of the general review is to ascertain that TFS is properly administering restraint, identifying additional training needs, minimizing, and preventing the use of restraint by increasing the use of positive behavior interventions, and reducing the incidence of injury to students and staff.

2. The review shall include, but is not limited to:

    a. analysis of incident reports, including all reports prepared pursuant to section F "Documentation requirements" paragraphs 1 and 3 above and including, but not

limited to procedures used during the restraint, preventative or alternative techniques tried, documentation, and follow up;
b. training needs of staff;
c. staff to student ratio; and
d. environmental conditions, including physical space, student seating arrangements and noise levels.

I. Staff training

1. TFS shall ensure that staff utilizing restraint in schools are trained in accordance with the State Board rules.

2. Training shall include:

a. a continuum of prevention techniques;
b. environmental management;
c. continuum of de-escalation techniques;
d. nationally recognized physical management and restraint practices, including, but not limited to, techniques that allow restraint in an upright or sitting position and information about the dangers created by prone restraint;
e. methods to explain the use of restraint to the student who is to be restrained and to the student's family; and
f. appropriate documentation and notification procedures.

3. Retraining shall occur at a frequency of at least every two years.

CROSS REFS.: JKA Corporal Punishment/Use Of Physical Intervention And Restraint By Employees JKA-E Student Restraint Incident Report Form

JKD – Suspension/Expulsion of Students

The Board of Directors (Board) shall provide due process of law to students, parents/ guardians and school personnel through written procedures consistent with law for the suspension or expulsion of students and the denial of admission.

The Board and its designee(s) may consider the following factors in determining whether to suspend or expel a student:

The student's age;
The student's disciplinary history;
The student's eligibility as a student with a disability;
The seriousness of the violation committed by the student;
The threat posed to any student or staff; and,
The likelihood that a lesser intervention would properly address the violation.

As an alternative to suspension, the principal or designee may permit the student to remain in school with the consent of the student's teachers if the parent/guardian attends class with the student for a period of time specified by the principal or designee. If the parent/guardian does not agree or fails to attend class with the student, the student shall be suspended in accordance with the accompanying regulations.

This alternative to suspension shall not be used if expulsion proceedings have been or are about to be initiated or if the principal or designee determines that the student's presence in school, even if accompanied by a parent/guardian, would be disruptive to the operations of the school or be detrimental to the learning environment.

Delegation of authority

The Board of Education delegates to Superintendent or the principal of TFS or to a person designated in writing by the principal the power to suspend a student in TFS for not more than five school days on the grounds stated in C.R.S. 22-33-106 (1) (a), (1) (b), (1) (c) or (1) (e) or not more than 10 school days on the grounds stated in C.R.S. 22-33-106 (1) (d) unless expulsion is mandatory under law, but the total period of suspension shall not exceed 25 school days.

The Board of Education delegates to the SUPERINTENDENT OR DESIGNEE, the authority to suspend a student, in accordance with C.R.S. 22-33-105, for an additional 10 school days plus up to and including an additional 10 days necessary in order to present the matter to the Board.

Unless otherwise determined by the Board, the Board of Education delegates to the Superintendent or to a designee who shall serve as a hearing officer the authority to deny admission to or expel for any period not extending beyond one year any student whom the Superintendent or designee, in accordance with the limitations imposed by Title 22, Article 33, of the Colorado Revised Statutes, shall determine does not qualify for admission to or continued attendance at TFS. If the hearing is conducted by a designee serving as a hearing officer, the hearing officer shall prepare findings of fact and recommendations for the Superintendent or designee at the conclusion of the hearing. The Superintendent or designee shall render a written opinion in the matter within five days after the hearing whether the hearing is conducted by the hearing officer or the Superintendent or designee.

The Superintendent shall report on each case acted upon at the next meeting of the Board, briefly describing the circumstances and the reasons for action taken. Such denial of admission or expulsion by the Superintendent or designee shall be subject to appeal to the Board. The appeal shall consist of a review of the facts that were presented, arguments relating to the decision and questions of clarification from the Board.

Expulsion for unlawful sexual behavior or crime of violence
When a petition is filed in juvenile court or district court that alleges a student between the ages of 12 to 18 years has committed an offense that would constitute unlawful sexual behavior or a crime of violence if committed by an adult, basic identification information, as defined in state law, along with the details of the alleged delinquent act or offense, is required by law to be provided immediately to the school district in which the juvenile is enrolled.

The information shall be used by the Board of Education to determine whether the student has exhibited behavior that is detrimental to the safety, welfare, and morals of the other students or school personnel and whether educating the student in the school may disrupt the learning environment in the school, provide a negative example for other students, or create a dangerous and unsafe environment for students, teachers, and other school personnel. The Board shall take appropriate disciplinary action, which may include suspension or expulsion, in accordance with the student code of conduct and related policies. The Board may determine to wait until the conclusion of court proceedings to consider expulsion, in which case it shall be the responsibility of TFS to provide an alternative educational program for the student as specified in state law.

Annual reports
The Board annually shall report to the State Board of Education the number of students expelled from TFS for disciplinary reasons or for failure to submit certificates of immunization.

LEGAL REFS.:
C.R.S. 16-22-102(9) (unlawful sexual behavior)
C.R.S. 18-1.3-406 (crime of violence)
C.R.S. 22-32-109.1 (2)(a) (adoption and enforcement of discipline code)
C.R.S. 22-32-109.1 (2)(a)(I)(E) (policy required as part of safe schools plan)
C.R.S. 22-32-109.1 (3) (agreements with state agencies)
C.R.S. 22-33-105 (suspension, expulsion and denial of admission)

C.R.S. 22-33-106 (grounds for suspension, expulsion and denial of admission)
C.R.S. 22-33-106.3 (use of student's written statements in expulsion hearings)
C.R.S. 22-33-106.5 (information concerning offenses committed by students)
C.R.S. 22-33-107 (compulsory attendance law)
C.R.S. 22-33-107.5 (notice of failure to attend)
C.R.S. 22-33-108 (juvenile judicial proceedings)
C.R.S. 25-4-903 (1) (immunization)

JK-R -- Student Discipline Regulation

INTRODUCTION

The following student conduct and discipline procedures are developed for the implementation of School Board Policy JK - Student Discipline. These procedures are designed to be consistent with the general purpose and principles outlined in Policy JK, as well as consistent with federal and state statutes, and local ordinances.

SECTION ONE: SCHOOL DISCIPLINE ADMINISTRATION

1-1 Characteristics of Disciplinary Practices

A. Successful disciplinary practices have the following characteristics:

1. They are explicit, reasonable, and timely.
2. They have logical, fair, consistent, and age-appropriate consequences.
3. They include a variety of prevention and intervention measures.
4. They provide the opportunity for significant parent/guardian and student participation.
5. They respond to individual differences among students with insight and sensitivity.
6. They ensure the opportunity for students to obtain an education.
7. They address the needs of the student who engaged in the misconduct, the needs of those who were affected by the misconduct, and the needs of the overall school community.

1-2 Staff Training

A. Staff training will be provided as needed to ensure that the disciplinary program in each school is effective and that relevant policies and procedures are equitably applied.

1-3 Non-Discrimination

A. School staff responsible for implementing this Policy shall do so without discrimination based on ethnicity, race, color, religion, national origin, ancestry, gender, sexual orientation, age, or disability.

B. Discipline for students with disabilities shall be in accordance with the student's individualized education program (IEP), any behavior intervention plan, 504 Plan, and Board Policy JKF (Discipline of Students with Disabilities).

1-4 Addressing Racial Disparities and Other Protected Class Disparities in School Discipline

A. Efforts shall be made to eliminate any racial disparities in school discipline. Staff members are specifically charged with monitoring the impact of their actions on students from racial and ethnic groups or other protected classes that have historically been over- represented among those students who are suspended, expelled, or referred to law enforcement.

1-5 Student Conduct Subject to Disciplinary Action

A. Student conduct during either curricular or extracurricular activities in classrooms, in school buildings, on school grounds, may be subject to disciplinary action, if such conduct is detrimental to the school environment and to the welfare or safety of other students or school personnel.

1-6 School Code of Conduct

A. The school may adopt their own school rules and Code of Conduct so long as they are consistent with this policy. Any such rules or codes shall be approved by the Superintendent and will be made available to students and their parents/guardians in a manner consistent with Section 1-6 of this policy prior to implementation.

1-7 Distribution

A. The school shall post this policy on the school web site and in the front office, in English and Spanish. Copies of this policy and school rules will be made available, upon request, to each student and parent/guardian, and, upon request, translated in a language that the parent/guardian can understand.

B. The school is encouraged to train their students on the contents of this policy and other school rules and Codes of Conduct they adopt.

SECTION TWO: INTERVENTIONS AND CONSEQUENCES

2-1 General

A. Effective school discipline policies promote disciplinary responses that refrain from interrupting a student's education to the extent possible. The school should minimize the use of out-of-school suspensions, recommendations for expulsion, and referrals to law enforcement, to the extent practicable while remaining consistent with state statute, local ordinances, and mandatory reporting laws.

2-2 Reasonable Consequences

A. Consequences should be reasonable, fair, age-appropriate, and should match the severity of the student's misbehavior, as well as consider the impact on the victim and/or community. Consequences that are paired with meaningful instruction and guidance (corrective feedback and re-teaching) offer students an opportunity to learn from their mistakes and contribute back to the school community, and are more likely to result in getting the student re-engaged in learning.

B. Any use of consequences should be carefully planned with well-defined outcomes in order to provide the greatest benefit. Positive consequences include systematic recognition for appropriate behavior and lead to an increase in that appropriate behavior. Negative consequences are designed to provide feedback to the student that his or her behavior is unacceptable and should not occur again.

2-3 Relevant Factors in Making Discipline Decisions

A. When choosing consequences for students' misbehavior, teachers, administrators, and staff must balance the school's goals of eliminating school disruptions and maximizing student instruction time. Prior to disciplining students, the following factors shall be considered:

1. Age, health, and disability or special education status of the student
2. Appropriateness of student's academic placement
3. Student's prior conduct and record of behavior
4. Student's attitude
5. Level of parent/guardian's cooperation and involvement
6. Student's willingness to repair the harm
7. Seriousness of the offense and the degree of harm caused
8. Impact of the incident on overall school community.

B. The availability of prevention and intervention programs that are designed to address student misbehavior should also be considered prior to disciplining students.

2-4 Interventions

A. When misconduct occurs, schools shall investigate the circumstances and gather facts that will help to determine appropriate interventions and consequences for that student, with emphasis on correcting student misbehavior through school-based resources at the lowest possible level. Interventions should provide students an opportunity to learn from their mistakes, and re-engage the student in learning. All interventions should balance the needs of the student, the needs of those directly affected by the behavior, and needs of the overall school community.

B. There are three types of intervention strategies that are available to teachers and administrators: Administrative, Restorative, and Skill-based/Therapeutic.

1. Administrative Strategies are statutory, rule-based, or contract-based interventions done "to" the offender, such as:

    a. Removal from classroom
    b. Detention
    c. Suspension
    d. Expulsion.

2. Restorative Strategies are problem solving interventions done "with" the offender. They are driven by justice as much as is possible and focus on the harm caused and how it will be repaired. A successful restorative justice strategy may utilize collaboration in interventions with allied agencies and professionals. An
assessment of the incident/conduct will be done, and a determination will be made by the school administration whether a face-to-face meeting with all parties is appropriate. Examples may include:

    a. Family group conferencing
    b. Victim-offender mediation
    c. Classroom peace circles
    d. Reparation of harm.

3. Therapeutic/Resource Strategies are done "by" the offender and require intrinsic motivational behavior change. Such interventions include:

    a. Mental health counseling
    b. Anger management classes
    c. Informal mentoring and behavior coaching.

C. Teachers and administrators should consider utilizing different types of strategies, or multiple strategies simultaneously, to deal with misbehavior, especially for 2nd or 3rd offenses. For example, in compliance with this Policy, the three types of interventions may be used in the following ways:

1. Independently (e.g., 1-day after-school detention)

2. As alternatives to each other (e.g., choice of mediation or 1-day suspension)

3. In conjunction with each other (e.g., 2-day in-school suspension along with anger management class and mediation).

D. Interventions can range from reminders, redirection, student/teacher conferences to classroom removal, behavior contracts, suspensions, recommendations for expulsion, and/or referral to law enforcement.

SECTION THREE: DISCIPLINARY OFFENSES/CONSEQUENCES

Level I Offense	Level II Offense	Level III Offense
● Disrespect of Teachers & Staff ● Disruption of the Learning Environment	● Habitually Disruptive ● Compromise School Safety	● Multiple suspensions ● Physical harm to others ● Weapons ● Drugs
Level I Consequences	**Level II Consequences**	**Level III Consequences**
● Verbal redirection ● Complete Habits of Success Reflection ● Phone Call home ● After school detention ● Withdrawal of privileges ● Exclusionary Time Out ● Parent shadow student in class ● Parent/Staff/Student Conference	● Out of School Suspension ● Parent Conference ● Behavior Contract	● Out of School suspension ● Parent Conference ● Behavior Contract ● Expulsion
Level I Scenario	**Level II Scenario**	**Level III Scenario**
● Student sent to office for disruption of learning environment ● Administrator has student fill out reflection sheet ● Student returns to learning	● Student has been sent home more than once and is now considered habitually disruptive ● Parent conference and behavior contract developed ● Student breaks contract	● Student has been suspended a minimum of 2 times ● Parent Conference and Contract developed

● Student sent to office for disruption and/or disrespect for second time ● Phone call home ● Student in exclusionary time out ● Student sent to office for third time ● Parent must pick up student and meet with admin/staff before student may return to class		

SECTION FOUR: DISRUPTIVE STUDENTS IN THE CLASSROOM

4-1 Removal from Classroom

A. The school acknowledges the important role and responsibility of teachers in an effective discipline plan. A classroom free of disruption is essential for learning. When a teacher judges it necessary to protect the instructional process, he or she may remove a disruptive student from class to an alternative setting. The Board of Education defines "Classroom Disruption" as a willful and substantial disobedience or open and persistent defiance, or repetitive interfering with the school's or teacher's ability to provide an appropriate learning environment in the classroom which cannot be managed through effective classroom management and/or the intervention strategies identified in this policy.

B. In the event a student is removed from the classroom; the teacher shall see that the student has his or her textbooks and class work to complete assignments. The student will be returned to class only after the teacher has been consulted and a conference has been held with the student. As soon as reasonably possible the teacher or school principal (or designee) will contact the parent or legal guardian regarding the removal and request his or her attendance at a conference, if appropriate.

C. Upon the third removal (except for students with an active IEP), the student may be removed from the teacher's class for the remainder of the term and placed in the Team Center (with access to work and/or Zoom). Whether the student will be placed in a different education setting or suspended shall be consistent with this policy and IDEA regulations.

D. In the Student Learning Plan, the teacher (with consultation from school

administration) will incorporate the requirements of CRS 22-32-109.1 and Board policy concerning disorderly conduct toward, harassment of and making knowingly a false accusation of

child abuse against a teacher. In implementing the disciplinary plan a teacher shall be protected from civil or criminal liability as provided by CRS 22-32-109.1 (9).

E. If a principal has evidence a teacher is referring an excessive number of students for disciplinary reasons, the principal shall review the classroom practices with the teacher and try to determine if a more preventive approach is possible through change in practice, or if the teacher would benefit from staff development. However, this concern shall not be utilized as a reason for returning a student to class who has been excluded by the teacher without the conference referred to above.

SECTION FIVE: SUSPENSION AND EXPULSION PREVENTION

5-1 General

A. Alternatives such as restorative or therapeutic interventions should be utilized to help students who are at risk of suspension or expulsion before such disciplinary measures become necessary.

B. The principal of the school or a designee shall work with the professional staff to identify students who are at risk of suspension or expulsion. Among those students who may be at risk are those who have been or are likely to be declared habitually truant or habitually disruptive.

C. At-risk students could be defined as those students with previous behavioral problems or students who were suspended, expelled, or removed from class at any point in the last calendar year.

5-2 Student Learning Plans-Behavior Component

A. The use of behavior intervention plans to prevent or correct persistent discipline problems is mandated. The goals of the plan are to address the student's disruptive behavior and educational needs, and emphasize the importance of maintaining the child's enrollment in school.

B. To develop the plan, the principal or a designee will arrange for a meeting with the student, the student's parent/guardian, and any members of the staff whom the principal or designee believes should attend. The purpose of the meeting will be to address the reasons for the student's disruptive behavior and cooperatively to establish goals, objectives, and timelines to modify such behavior.

C. A written plan will be prepared that addresses the student's disruptive behavior, educational needs, and the steps necessary to keep the child in school. The plan will include incentives for good behavior and consequences if the student is disruptive in violation of the plan. The Student Learning Plan shall include a description of the support and educational services that will be provided by the school to help the student

avoid future suspensions and expulsion.

1. The school must work with the student's parent or guardian in providing these services.

2. Such services may be provided through agreements with appropriate local governmental agencies, community-based organizations, and institutions of higher education.

D. Every effort will be provided for parent/guardian and teacher(s) input and involvement in the contract's development. Notification of the plan will be presented to the parent/guardian in a language he or she understands.

E. The parent/guardian, student, and the principal or designee should sign the contract.

F. Every effort will be made to ensure that a plan of services is in place and acted upon before any action is taken to suspend or expel a student, barring emergency situations in which immediate disciplinary action is necessary to ensure the safety of the school and its occupants.

5-3 Mandatory Behavior Intervention Plans

A. There is one situation in which a behavior intervention plan must be developed: when a student receives a suspension that counts toward being declared a "habitually disruptive student."

1. See Section 6-7 for more information on "habitually disruptive students."

SECTION SIX: SUSPENSIONS OR EXPULSIONS

6-1 General

A. Suspensions, both in-school and out-of-school, are only to be given in accordance with Section 3-1 of this policy.

B. A student may not be suspended for conduct that occurs off-of school property and outside the school day unless the conduct substantially disrupts, or will substantially disrupt, the school environment, or seriously endangers the welfare or safety of other students or school personnel. In this instance, the provisions in Section 3-1 of this policy shall be followed.

C. Students who are suspended may not participate in extracurricular activities or school sponsored events during the period of the suspension. However, students on suspension during the administration of state assessments shall be provided an opportunity to take the test and may be allowed to participate in related test preparation activities, upon

approval by the school principal or a designee.

D. The school shall provide the student with the opportunity to earn equivalent grades and credits as other students during the student's suspension, and the ability to make-up tests, final examinations, and complete class and homework assignments without penalty while on suspension or within a reasonable time following the completion of the suspension. The intent of this provision is to provide an opportunity for the student to reintegrate into the educational program of the school following the period of suspension.

In-School Suspensions

E. Students with consistently problematic behavior patterns should not be allowed to disrupt the educational process; yet when these students are suspended from school it often adds to the problems of the students, the school, and the community. Therefore, the school and the Board of Education endorse the concept of in-school suspension.

F. The purpose of in-school suspension is to provide a more effective means of discipline than detention or out-of-school suspension. By using in-school suspension, students should not fall behind on school assignments, but should still learn from their mistakes and misbehavior. All in-school suspensions shall be imposed in a manner that is consistent with students' due process rights, as outlined in this and other policies. The following guidelines shall be observed:

1. Students shall be assigned to a special class (Team Center, if available, where they shall be adequately supervised at all times. School administration shall see that each student has appropriate assignments and materials from his/her regular teachers.

2. The principal or a designee shall notify the parents/guardians at once by telephone if their child has been placed under in-school suspension. If the parent/guardian cannot be reached by phone, or if requested by the parent/guardian, there shall be a written notification in a language the parent/guardian can understand. Reasons for the in-school suspension shall be given, and a conference may be scheduled prior to the student's readmission to regular class.

6-2 Out-of-school Suspensions

A. Students can be suspended out-of-school if school administration believes the behavior warrants this consequence.

6-3 Procedures for Out-of-school Suspensions

A. The Board of Education delegates to the school principal, or to a person designated in writing by the principal, the authority to suspend a student out of school in a manner consistent with this policy. In exercising this authority, the principal or designee must follow the procedures prescribed to afford due process.

B. Before a student is suspended, he or she has the right to an informal conference with the principal or designee. At the conference, the student must:

   1. Be allowed to call a parent or guardian, and have the parent or guardian attend the conference if they can within a reasonable amount of time.

   2. Be informed of the charges and evidence against him or her.

   3. Have an opportunity to respond to the charges, verbally or in writing, and present his or her version of events.

   4. Be informed of the right not to submit a written statement, if a written statement is requested.

   5. Have an opportunity to present evidence in his or her defense, including the right to have his or her witnesses interviewed by the principal or designee.

C. It is best practice for the principal, or principal's designee, to interview all known witnesses and to review all evidence prior to making a determination regarding suspensions.

D. If, after the informal conference, the principal or designee decides to suspend the student out of school, the school must make a reasonable attempt to contact the parent or guardian at once by phone. The school must also provide a written notice of suspension in a language that the parent/guardian can understand. Both the oral and written notices must inform the parent/guardian that the student has been suspended, and must include the grounds for the suspension, the period of the suspension, and offer to schedule a time and place for the parent/guardian to meet with the principal or designee to review the suspension prior to or concurrent with reinstatement. It must also state that make-up work will be provided during the period of suspension, and that the student has the right to appeal the suspension and how to do so.

E. If an emergency requires immediate removal of the student from school, the informal hearing shall follow as soon after the student's removal as practicable. If immediate removal from school is necessary, the school shall immediately notify the parent/guardian to determine the best way to transfer custody of the student to the parent/guardian.

F. If the suspension will count toward declaration of the student as "habitually disruptive," the parent/guardian and student must be so notified in writing, as discussed in Section 6-7 of this Policy.

G. Upon reinstatement from suspension of any student, the principal or designee shall attempt to meet with the student's parent or legal guardian to discuss the student's behavior and the possible need for a behavior intervention plan (as discussed in Sections 5-2 and 5-3) for the student in an effort to prevent further disciplinary action.

H. For Level 3 Offenses (see Section 3 of this policy), if there has been a recommendation for expulsion, or a request for an extension of the suspension period made to the Superintendent or designee through Section 6-6 of this policy, the principal has the option of extending the maximum three-day out-of-school suspension available under Section 3-1 by up to two days, for a total of five days, if deemed necessary for the safety of the school.

6-4 Out-of-school Suspension Appeal Rights

1. The student must be informed of his or her right to appeal an out-of-school suspension with the principal or designee in the notice of suspension.

2. The student shall have the following rights in the suspension appeal process:

    1. The right to request a meeting with the principal or designee.

    2. The right to a representative to be present at the meeting.

    3. The right of the student, parent/guardian, and/or representative to address the principal or designee on the evidence and the appropriateness of the penalty.

    4. The right to submit, or have a parent, guardian, or representative submit, a dissenting opinion regarding the suspension, and have it included in the student's disciplinary file.

    5. The right to review, or have a parent, guardian, or representative review, any evidence relied upon in the suspension decision and which is reasonably available for production. The district shall not be obligated to produce evidence which would be in violation of the Family Education Rights and Privacy Act or without an individual(s) consent or Court order.

3. The principal or designee will:

    1. Review all written documents.

    2. Make a determination of whether there was sufficient evidence to find:

        a. That the alleged violation occurred, and
        b. Whether the penalty imposed was appropriate.

    3. Provide a written decision within five days of the meeting.

    4. If it is determined that no violation occurred, all school records pertaining to the suspension will be expunged from the student's file, and a corrected copy of the student's file will be provided to the student's parent or guardian by mail.

5. If the penalty was not appropriate to the violation, all school records will be revised to indicate only the facts leading to the reduced penalty imposed by the principal or designee.

4. If the principal or designee denies the appeal, the student may pursue a second appeal of the suspension to the Superintendent.

5. The student shall have the following rights in the second appeal process:

    1. The right to request a meeting with the Superintendent.

    2. The right to a representative to be present at the meeting.

    3. The right of the student, parent/guardian, and/or representative to address the Superintendent on the evidence and the appropriateness of the penalty.

    4. The right to submit, or have a parent, guardian, or representative submit, a dissenting opinion regarding the suspension.

6. The Superintendent will:

    1. Review all written documents.

    2. Make a determination of whether there was sufficient evidence to find:

        a. That the alleged violation occurred, and
        b. Whether the penalty imposed was appropriate.

    3. Provide a written decision within five days of the meeting.

    4. If it is determined that no violation occurred, all school records pertaining to the suspension will be expunged from the student's file, and a corrected copy of the student's file will be provided to the student's parent or guardian by mail.

    5. If the penalty was not appropriate to the violation, all school records will be revised to indicate only the facts leading to the reduced penalty imposed by the Superintendent.

6-5 Extensions of Out-of-school Suspensions

A. The Board of Education delegates to the Superintendent the authority to extend a student's out-of-school suspension by up to ten (10) days as necessary, upon recommendation of the principal. The total period of suspension shall not exceed twenty-

five (25) days.

B. A suspension shall only be extended if the student committed a Level 3 offense (see Section 3-1 of this policy), the student's presence in school presents a danger or severe disruption to the school and its occupants, and either additional time is needed to further investigate an incident or there has been a recommendation to the Superintendent to expel the student.

C. If an extension of the suspension is to be recommended, the principal or a designee shall make a reasonable attempt to notify a parent/guardian at once by telephone and shall follow up with a written notification in a language the parent/guardian can understand. Through this oral and written notification, the principal or designee shall attempt to schedule a conference with the parent/guardian to explain the reason for the extension.

D. If the suspension has been extended so that the total suspension is ten (10) days or more, and there has not been a recommendation of expulsion, the student is to receive the same right to a hearing as described below in Section 6-8 of this policy.

E. If a student's suspension is extended beyond a total of ten (10) days, the student must be provided with an alternative learning environment in which he or she shall have the opportunity to earn equivalent grades and credits as other students during the suspension period.

6-6 Habitually Disruptive Students

A. A "habitually disruptive student" is a child who has been suspended out-of-school by the principal or a designee three (3) times during the course of a school year for causing a disruption in the classroom, on school grounds, in school vehicles, or at school activities or sanctioned events.

B. For violations, which are counted toward declaration as a habitually disruptive student, consideration will be given to whether a change in the student's schedule is appropriate to address the disruptive behavior.

C. The student and parent/guardian must be notified in writing of each suspension counted toward declaring the student as habitually disruptive. The student and parent/guardian must be notified in writing and by telephone or other means at the home or the place of employment of the parent/guardian of the definition of "habitually disruptive student" and the option to recommend expulsion of such students. This written notification must be provided in a language that the parent/legal guardian can understand.

6-7 Procedures for Expulsion

A. The Board of Education delegates to the Superintendent the authority to expel for any period up to one (1) calendar year a student who does not qualify for admission to

or continued attendance in the school.

B. Procedures for expulsion of a student will be initiated by the school principal's recommendation to the Superintendent or designee. The principal will, at the time of making such recommendation, give to the student and the student's parent/guardian written notice of the recommendation in a language that they can understand. The notice will contain:

    1. A statement of the reasons for the recommended action.

    2. A statement that a hearing on the question of expulsion will be held unless waived by the student or the parent/guardian within ten (10) days for Colorado, fifteen (15) days for Louisiana, and three (3) days for Texas after the date of the notice.

    3. A statement that the student may be present at the hearing to hear the evidence, may have an opportunity to present relevant evidence, and may be accompanied by a parent/guardian and a representative of choice.

C. Unless the student or parent/guardian expressly waives their right to a hearing, the Superintendent or designee shall not expel any child without a hearing at which evidence may be presented in the child's behalf by the parent, an attorney or an advocate of the parent/guardian's choice.

D. Hearings will be conducted by a hearing officer on behalf of the Superintendent. At the hearing, testimony and information will be presented under oath. Technical rules of evidence will not apply. The student, parent/guardian, or representative may question individuals presenting information.

    1. Written statements made by the student may not be used as evidence unless his or her parent/guardian was present at the time it was signed by the student, or school officials had made reasonable attempts to have the parent/guardian present at the time of signing.

    2. For a Level 3 offense, if the hearing officer determines that the student possessed a firearm on school grounds, the recommended consequence shall be expulsion for a duration of one year.

E. The Superintendent will, following review of the recommended action and the report of the hearing officer, act on the recommended expulsion. A written opinion notifying the student and his or her parent/guardian of the action taken shall be issued within five (5) days of the hearing. If the Superintendent determines that the penalty for a Level 3 offense does not merit expulsion for the duration of one year, the written opinion will state the reasons for the exception. The notice shall be in a language that the parent/guardian can understand.

F. The Superintendent will notify the student and his or her parent/guardian of their right to appeal the decision to the Board of Education within ten (10) days of the receipt

of the notice. The notice shall be in a language that the parent/guardian can understand.

G. If an appeal is timely requested, the Board of Education will review the record and offer the opportunity for representatives of the school and the student to make statements to the Board of Education. The Board of Education will:

1. Make a determination of whether there was sufficient evidence to find:

a. That the alleged violation occurred, and
b. Whether the penalty imposed was appropriate.

2. Provide a written decision within five days of the meeting.

3. If it is determined that no violation occurred, all school records pertaining to the expulsion will be expunged from the student's file, and a corrected copy of the student's file will be provided to the student's parent or guardian by mail.

4. If the penalty was not appropriate to the violation, all school records will be revised to indicate only the facts leading to the reduced penalty imposed by the Board of Education.

H. Information will be provided to the parent/guardian of every expelled student regarding educational alternatives available during the period of expulsion. If the parent/guardian desires a home-based educational program, curricula at the appropriate grade level will be made available.

SECTION SEVEN: ANNUAL REVIEW

7-1 Annual Review

1. The school will evaluate and monitor the effectiveness of the school discipline plan using school disciplinary data disaggregated by race, ethnicity, and sex of student. This will allow the school to: identify areas of need; target areas of concern; access professional development, supports, and services; and revise school procedures as needed.

LEGAL REFERENCES:
C.R.S. 22-32-109.1 (general policies on student conduct, safety, and welfare)
C.R.S. 22-32-126(5) (disclosure of disciplinary information)
C.R.S. 22-33-105 (suspension, expulsion, and denial of admission)
C.R.S. 22-33-106 (grounds for suspension, expulsion, and denial of admission)
C.R.S. 22-33-106.3 (student statements used in expulsion hearings)

C.R.S. 22-33-202 (identification of at-risk students)
C.R.S. 18-3-202 through 204 (definitions of first, second, and third degree assault)
C.R.S. 18-8-704 through 706 (witness intimidation and retaliation)
C.R.S. 19-3-304 (Persons Required to Report Child Abuse / Neglect)
C.R.S. 19-1-103 (Child Abuse)
C.R.S. 16-22-102 (Unlawful Sexual Behavior, Unlawful Sexual Contact, Indecent Exposure)
Family Educational and Privacy Rights (FERP) 20 U.S.C. 1232g(h))

JKS – Discipline of Students with Disabilities

Students with disabilities are neither immune from the school's disciplinary process nor entitled to participate in programs when their behavior impairs the education of other students.

Students with disabilities who engage in disruptive activities and/or actions are dangerous to themselves or others will be disciplined in accordance with their Individualized Education Plan (IEP), Section 504 Plan, or any behavioral intervention plan and this policy.

Nothing in this policy shall prohibit an IEP or 504 team from establishing consequences for disruptive or unacceptable behavior as a part of the student's IEP, Section 504 Plan, and/or behavioral intervention plan.

Suspension, Expulsions and Provision of Services

Students with disabilities may be suspended for up to 10 school days in any given school year for violations of the student code of conduct. These 10 days need not be consecutive. During any such suspension, the student shall not receive educational services.

A disciplinary change of placement occurs when a student is removed for more than 10 consecutive school days or subjected to a series of removals that constitute a pattern of removal under governing law.

For students qualifying under IDEA upon the eleventh school day of suspension, or removal when such suspension or removal does not result in a disciplinary change of placement, educational services shall be provided to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the student's educational plan. School staff, in consultation with at least one of the student's teachers, shall determine the educational services to be provided to the student during this period of suspension or removal.

For students under a Section 504 plan, upon the eleventh day of suspension or removal, educational services shall be provided to enable the student to continue to participate in an alternative educational curriculum that would be available to nondisabled students. School staff, in consultation with at least one of the student's teachers, shall determine the educational services to be provided to the student during the period of suspension or removal.

When a student is expelled or subject to removal that results in a disciplinary change of placement, educational services shall be provided as determined by the student's IEP team to enable the student to participate in the general education curriculum, although in another setting, and to progress toward meeting his or her IEP goals.

Prior to expulsion or other disciplinary change in placement, the student's parents shall be notified of the decision to take such disciplinary action and of their procedural safeguards This notification shall occur not later than the date on which such decision is made.

Manifestation Determination

Within ten school days from the date of the decision to take disciplinary action that will result in a disciplinary change of placement, relevant members of the student's IEP team, including the student's parents, or the student's 504 team if IDEA is not applicable, shall review all relevant information in the student's file, including the IEP and/or 504 plan, any teacher observations, and any relevant information provided by the parents, to determine whether the student's behavior was a manifestation of the student's disability.

The team shall determine: (1) whether the student's conduct in question was caused by, or had a direct and substantial relationship to, the student's disability; and (2) whether the student's conduct in questions was the direct result of the school's failure to implement the student's IEP and/or Section 504 plan. If the answer to either of these two questions is "yes," the student's behavior shall be deemed to be a manifestation of the student's disability.

Disciplinary Action for Behavior That is Not a Manifestation

If the team determines that the student's behavior was not a manifestation of the student's disability, disciplinary procedures shall be applied to the student in the same manner as applied to nondisabled students. As stated above, the student shall receive educational services during the period of expulsion or other disciplinary change of placement.

Within a reasonable amount of time after determining that the student's behavior is not a manifestation of the student's disability, the student may receive, as appropriate, a functional behavioral assessment ("FBA"). In addition, a behavioral intervention plan ("BIP") may be developed for the student, as appropriate. If a BIP has already been developed, the BIP may be reviewed and modified, as appropriate.

Disciplinary Action and/or Alternative Placement for Behavior That is a Manifestation

If the team determines that the student's behavior is a manifestation of the student's disability, expulsion proceedings or other disciplinary change of placement will be discontinued. However, the student may be placed in an alternative setting for up to 45 school days as discussed below or the student's placement may be changed for educational reasons as determined by the IEP or 504 team or as otherwise permitted by law.

Within a reasonable amount of time after determining that the student's behavior is a manifestation of the student's disability, the student's IEP or 504 team shall: (1) conduct an FBA of the student, unless an FBA has already been conducted; and (2) implement a BIP for the student. If a BIP has already been developed, the IEP or 504 team shall review it and modify it as necessary to address the student's behavior.

Placement in an Alternative Setting for 45 School Days in Colorado and up to an entire year in Louisiana and Texas

School staff may remove a student with disabilities to an interim alternative setting for not more than 45 school days without regard to the manifestation determination if:

1. The student carried a weapon to school or a school function;
2. The student possessed a weapon at school or a school function;
3. The student possessed or used illegal drugs at school or a school function;
4. The student sold or solicited the sale of a controlled substance at school or a school function;
5. The student inflicted serious bodily injury on another person while at school or a school function; or
6. A hearing officer or court of appropriate jurisdiction so orders.

Such removal to an alternative setting is permissible even if the student's behavior is determined to be a manifestation of the student's disability. The student's IEP or 504 team shall determine the educational services to be provided to the student in the alternative setting.

Students Not Identified as Disabled

Students who have not been identified as disabled shall be subjected to the same disciplinary measures applies to students with disabilities if the school had "knowledge" of the student's disability before the behavior that precipitated the disciplinary action occurred. The school is deemed to have knowledge of the student's disability if:

1. The student's parent has expressed concern in writing to school supervisory or administrative staff, or the student's teacher, that the student is in need of special education and related services;
2. The student's parent has requested an evaluation; or
3. The student's teacher or other school staff have expressed specific concerns about the student's pattern of behavior directly to the school principal or assistant principal.

If a request for evaluation is made during the period the student is subject to disciplinary measures, the evaluation will be expedited. Until the evaluation is completed, the student shall remain in the school's determined educational placement, which can include suspension or expulsion.

The school shall not be deemed to have knowledge that the student is a child with a disability if the parent has not allowed an evaluation of the student, or the student has been evaluated an it

was determined that he or she is not a child with a disability, or the student determined eligible for special education and related services, but the parent refused serviced.

LEGAL REFS.:

20 U.S.C> 1401 et seq. (Individuals with Disabilities Education Improvement Act of 2004)
34 C.F.R300.530-300.537 (IDEIA regulations)
C.R.S. 22-20-101 et seq. (Exceptional Children's Educational Act)
C.R.S. 22-33-106 (1)(c)

JLF – Mandatory Reporting by School Staff

The Colorado Child Protection Act of 1987 states that certain persons, among them any school official or employee who has reasonable cause to know or suspect that a child has been abused or neglected, are required to make an immediate oral report (or cause a report to be made) to the County Department of Human Services in which the child resides, local law enforcement (in instanced of non-interfamilial abuse), or through the statewide reporting hotline system at 1-844-CO-4-KIDS or 1-844-264-5437. The oral report must be followed promptly by a written report (AAL form). It is not the responsibility of school personnel to make a determination if abuse or neglect has occurred. Human Services or local law enforcement will make that decision.

The legal responsibility of the individual school employee who suspects abuse or neglect is not satisfied by reporting that suspicion to other school personnel (unless the individual verifies that the report was actually made by other school staff). If the school employee is uncertain as to whether reasonable cause exists, the employee should nevertheless make a report to human services or law enforcement and allow those agencies to determine whether an investigation is warranted.

Even if suspected abuse involved a case which is very old, and even if the suspected perpetrator is also a minor, a report must be made.

DEFINITION OF CHILD ABUSE AND NEGLECT (C.R.S. 19-1-103)

For purposed of reporting child abuse or neglect is defined as an act or omission in one of the following categories that threatens the health or welfare of a child.

PHYSICAL ABUSE: Any case in which a child exhibits evidence of skin bruising, bleeding, malnutrition, failure to thrive, burns, fracture of any bone, subdural hematoma, soft tissue swelling or death, and either (a) such condition or death is not justifiably explained; (b) the history given concerning such condition or death is at variance with the degree or type of such condition or death; or (c) circumstances indicate that such condition or death may not be the product of accidental occurrence.

SEXUAL ABUSE: Any case in which a child is subjected to unlawful sexual behavior as that term is defined in Colorado law. (See C.R.S. 16-22-102).

EMOTIONAL ABUSE: An identifiable and substantial impairment of the child's intellectual or psychological functioning or development, or substantial risk of impairment of the child's intellectual or psychological functioning or development.

NEGLECT: Any case in which a child is a child in need of services because the child's parents, legal guardians or custodians fails to take the same actions to provide adequate food, clothing, shelter, medical care or supervision that a prudent parent would take.

NEGLECTED OR DEPENDENT CHILD (C.R.S. 19-3-102)

A child is neglected or dependent if:

a. A parent, guardian or legal custodian has abandoned the child or has subjected him to mistreatment or abuse or a parent, guardian or legal custodian has suffered or allowed another to mistreat or abuse the child without taking lawful means to stop such mistreatment or abuse and prevent it from recurring;
b. The child lacks proper parental care through the actions or omissions of the parent, guardian or legal custodian;
c. The child's environment is injurious to his/her welfare;
d. A parent, guardian or legal custodian fails or refused to provide the child with proper or necessary subsistence, education, medical care or any other care necessary for his/her health, guidance or well-being;
e. The child is homeless, without proper care or not domiciled with his/her parent, guardian, or legal custodian through no fault of such parent, guardian, or legal custodian; and
f. The child has run away from home or is otherwise beyond the control of his/her parent, guardian or legal custodian.

IMMUNITY FROM LIABILITY (C.R.S. 19-3-309)

School employees acting in good faith in the making of a report are immune from any liability, civil or criminal, or termination of employment, unless the employee's action is of willful, wanton, and malicious intent.

PENALTY FOR FAILURE TO REPORT (C.R.S. 19-3-304.4)

Any school employee who fails to report or cause a report to be make of suspected cases of child abuse or neglect, commits a Class 3 misdemeanor and may be subject to up to six months in prison and/or a $750 fine. There may also be civil liabilities for damages caused by failure to report. The obligation to report, or cause a report to be make, is that of the person who has reason to know or suspect that child abuse or neglect has occurred.

RELEASING CONFIDENTIAL INFORMATION

In order to effectively report suspected abuse or neglect, district employees will disclose information about the suspected incident, the name and address of the child, family, informant and other identifying information requested by the investigating agency. In accordance with state law, the school principal/designee is required to grant interviews at school with the child who is the subject of a report (that is, the alleged victim) to any representative of either Human Services or law enforcement who displays proper identification.

TEMPORARY CUSTODY OF THE CHILD A law enforcement officer may take a child into temporary custody without a court order. A caseworker may take a child into temporary custody only with a verbal or written court order. Before releasing a child to a caseworker, the principal/designee shall verify the court order by telephoning the clerk of the juvenile court or the judge issuing the order.

DISCIPLINARY ACTION

Employees who fail to fulfill their duties under this regulation may be subject to disciplinary action, including termination of employment.

TFS Board Policy
KB – Parent Communications
Revised 10 March 2017

KB – Parent Communications

The Board of Education believes that the education of each student is a responsibility shared by the school as well as parents. The Board recognizes the need for a constructive partnership between the school and parents that provides for two-way communication and fosters educational support for students and parents. In this policy, the word “parent” also includes guardians and other members of a student’s family involved in the student’s education.

In keeping with these beliefs, it is the intention of the school to cultivate and support active parental involvement.

To that end the Network schools shall:

1. consult with and encourage parents to share in school planning and in the setting of objectives through the School Accountability Committees (SAC).

2. help parents understand the educational process and their role in supporting student achievement.

3. provide opportunities for parents to be informed about their student’s progress toward attaining proficiency on state content standards.

4. provide appropriate avenues for parents to find support in their role.

5. encourage formal organizations for parents at the school building.

6. provide information related to school and parent programs, meetings and other activities to the parents of all children in a format and, to the extent practicable, in a language the parent can understand.

7. provide such other reasonable support for parental involvement activities as parents may request.

The Board also recognizes the special importance of parental involvement to the success of its Title I and Limited English Proficient (LEP) programs and directs the Superintendent or designee to ensure that the Network schools jointly develop with parents written parent involvement policies that meet the requirements of federal law.

LEGAL REFS:

C.R.S. 22-7-301 et seq. (measures to increase parental involvement in public education)
C.R.S. 22-11-302 (1)(g) (duties of the district accountability committee include increasing parent engagement)
C.R.S. 22-11-402 (1)(h) (duties of the school accountability committees include increasing parent engagement)
C.R.S. 22-30.5-109 (publicity regarding educational options)
C.R.S. 22-32-142 (1) (board must adopt parent engagement policy and identify a district employee to act as “point of contact”)

Revised October 7, 2021

Section K: School/Community

Relations Network Policy KBA

NETWORK TITLE I PARENT AND FAMILY ENGAGEMENT

The Board of Directors, pursuant to its authority under Colorado law, hereby adopts this policy. Pursuant to federal law, the Network and the parents and families of students participating in Title I district programs have jointly developed the following parent and family engagement policy. The policy shall be implemented by the Superintendent or designee according to the timeline set forth in the policy and incorporated into the Network's Title I plan.

Involvement with Title I planning
The Network shall ensure that Title I schools will conduct an annual meeting for parents and families of students in Title I schools, as well as school staff, principals of schools receiving Title I funds, and other interested persons to discuss the Title I program plan, review implementation of the Title I plan, discuss how Title I funds allotted for parent and family Engagement activities shall be used, and invite suggestions for improvement.

District support for parent and family engagement
The Network shall provide coordination, technical assistance, and other support necessary to assist participating schools in building the capacity for effective parent and family engagement activities to improve student academic achievement and school performance.

This coordination, assistance, and support shall include:

- The Network will provide technical support to leadership teams in Title I schools as they develop and evaluate the family and community plan as a part of their annual school improvement process.
- The Network will review and monitor the implementation of each Title I school's family and community engagement plan during regularly scheduled site visits. (These visits will take place at least once per year).
- The Network will create partnerships with various community agencies so schools can help their parents know and access available services and resources.
- The Network will communicate to schools the importance of creating and maintaining a welcoming atmosphere for parents and families.
- The Network will support Title I schools in their efforts to eliminate language barriers as they communicate with families.

- Understanding the value and utility of contributions of parents and families.
- Strategies for communication and collaboration with parents and families as equal partners.
- Implementing and coordinating parent programs.
- Building ties between parents and the school.

Student learning
The Network shall coordinate and integrate Title I parent and family engagement strategies with those of other educational programs in the district. The purpose of this coordination shall be to improve the academic quality of the schools served, including identifying challenges to greater participation by parents and families in activities authorized by law, particularly by parents and family members who:

- Are economically disadvantaged
- Have disabilities
- Have limited English proficiency
- Have limited literacy
- Are of any racial or ethnic minority background
- Are parents of immigrant and migratory children

Each Title I school, through the process of developing and evaluating their family and community plan annually, will identify any challenges to meaningful participation of parents and families.

The Network shall provide to parents, as appropriate, information to help them understand the Network's academic content and achievement standards, state and local academic assessments, the requirements of Title I, how to monitor students' academic progress, and how to work with school staff to improve the achievement of students. The Network shall develop written materials and training for staff to help parents and families work with students to improve student achievement.

This will be accomplished by:

- Providing support to schools for conducting training for parents and families to learn about standards, assessments, and improving student achievement.
- Explaining and communicating to parents and families in language that is friendly and understandable.
- Using technology to enhance parent and family access to information.
- Providing brochures and information on ways parents and families can support their child's literacy and mathematical achievement.

School-based parent and family engagement activities

Each Title I school shall encourage parents and families to become involved in activities of the school by:

- Ensuring that communication between home and school is regular, two-way, and understandable.
- Scheduling parent and family functions at different times of the day and different days of the week.
- Welcoming parents and families in the school while seeking and supporting their assistance.
- Encouraging and supporting parents and families in their important role of assisting student learning.
- Providing parents and families with information about services, activities and opportunities offered at the school for them and their children.

Method of communicating with parents and families
All information related to school and parent programs, meetings, and other activities shall be sent to parents and families in a format and, to the extent practicable, in a language the parents can understand.

Annual evaluation
All Title I schools shall conduct, with meaningful involvement of parents and family members, an annual evaluation of the content and effectiveness of this policy. Effectiveness shall be measured in part by improvements in student academic achievement and in school performance.

The evaluation shall specifically address challenges to greater participation by parents and families in activities authorized by law, particularly by parents who:

- Are economically disadvantaged
- Have disabilities
- Have limited English proficiency
- Have limited literacy
- Are of any racial or ethnic minority background
- Are parents of immigrant and migratory children

The Network shall use the findings of the evaluation to design evidence-based strategies for more effective parent and family engagement and to revise, if necessary, this policy.

The Network shall provide such other reasonable support for parent and family engagement activities as parents may request.

Development of school-level Title I parent and family engagement policy

Each school receiving Title I funds shall jointly develop with, agree on, and distribute to parents and family members of students participating in the Title I program (hereafter referred to as "parents") a written school-level Title I parent and family engagement policy in accordance with the requirements of federal law.

The policy shall contain a school-parent compact or agreement that outlines how parents, school staff, and students will share the responsibility of improved student academic achievement and the means by which the school and parents will build and develop a partnership to help students.

Legal

20 U.S.C. 6301 et seq. (Elementary and Secondary Education Act of 1965 as amended by the Every Student Succeeds Act)

Title I, Part A, Section 1112 (a) (parent role in the development of district Title I plan)

Title I, Part A, Section 1112 (e) (information for parents concerning teacher qualifications, assessments and language instruction)

Title I, Part A, Section 1114 (b)(1)(F) (School wide Reform Program must include strategies to increase parent involvement)

Title I, Part A, Section 1114 (b)(2) (eligible school that desires to operate a school wide program must develop a comprehensive plan, with involvement of parents and other community members)

Title I, Part A, Section 1115 (b)(2)(e) (Targeted Assistance Program must include parent involvement strategies)

Title I, Part A, Section 1116 (a) (Parent and family engagement policy)

Title I, Part C, Section 1304 (c)(3) (parent involvement in projects and programs for the education of migratory children)

C.R.S. 22-11-101 et seq. (Education Accountability Act of 2009)

KD-G -- Parent Notification of Employee Conduct

Third Future Schools' (TFS) Board of Directors ("the Board") is committed to maintaining a professional workforce whose conduct conveys respect for themselves, their peers, our students, and the greater community we serve. While federal and state laws, regulations and other district policies impose expectations of staff and prohibitions on their actions, the purpose of this policy is to ensure timely notification to parents of students when TFS learns that an employee has been convicted of certain felony crimes.

The Colorado legislature has provided a list of disqualifying offenses that it determined pose a risk to the educational setting. TFS recognizes that employees accused of committing these offenses are presumed innocent until proven guilty, but TFS understands and respects that these charges can be very concerning to our students and families. Consequently, when TFS receives notice that a current or former employee has been charged or convicted of any of the statutory enumerated offenses, TFS will provide parents and guardians information regarding the charge or conviction. TFS may partner with relevant law enforcement agencies to determine what information should be included in the notice regarding the charge or conviction. Additionally, when TFS receives notice that an employee has been charged with one of these offenses and the underlying allegation implicates or poses an ongoing risk to students, TFS will place the employee on administrative leave. In accordance with state law, all employees convicted of one of these enumerated offenses will immediately be disqualified from continued employment.
Definitions For the purposes of this policy, the following definitions shall apply:
(a)"Employee" means an employee of the school whose employment requires or required the
employee to be in contact with students or whose work area gives or gave the employee access to students. "Employee" includes a former employee if the individual was employed by the school at any time within 12 months before an offense is charged. If a school has contracted with a private entity to operate an online school, the employee of the private entity is deemed to be an employee of the school.

(b) "Parent" means the biological or adoptive parent or the legal guardian or legal custodian of a student enrolled in a school at the time notification is made.

TFS's Responsibility to Monitor Criminal Proceedings: TFS routinely receives reports from the Colorado Bureau of Investigation ("CBI") relating to employees who have previously been subjected to a background check.

If TFS receives a report from the CBI that includes information that an employee has been arrested for any of the crimes listed below, the Executive Director of Schools and Human

Resources shall monitor the criminal proceedings to determine whether the employee is charged with an offense listed below, whether a preliminary hearing has been held if the charge is eligible for a preliminary hearing and the disposition of the charge.

In addition, any time TFS finds good cause to believe that an employee has been convicted of a felony or misdemeanor, other than a misdemeanor traffic offense or traffic infraction subsequent to such employment, TFS shall require the person to submit a complete set of his or her fingerprints for a fingerprint-based criminal history record check.

Crimes that require further monitoring and potential notification to parents are:

1. Felony child abuse; 2. A crime of violence, not including assault in the second degree unless the victim is a child; 3. A felony offense involving unlawful sexual behavior; 4. A felony, where it is alleged that the underlying factual basis of which includes an act of domestic violence; 5. Felony indecent exposure; or 6. A felony drug offense that is a Level 1 or Level 2 drug felony.

Notification Procedure

Within two business days after the preliminary hearing is held, waived or deemed waived by the employee, or within two school days after the date on which the employee is charged if the charged offense is not eligible for a preliminary hearing, TFS shall provide notice to parents.

Notice should be sent to parents of all students who: a) Were enrolled in the school in which the employee is employed or was employed at the time of the alleged offense; or b) TFS has reason to believe that the employee may have had contact with the student as part of the employee’s employment with the school.

The notification shall contain:

1. The name of the employee; 2. The employee’s position; 3. Whether the employee continues to be employed by TFS; 4. The length of employment with TFS; 5. The alleged offense as set forth in the charging document, including the violation of statute or code; and 6. A statement that, under state and federal law, a person is presumed innocent until proven guilty.

A second notification is required within two school days after the TFS confirms the disposition, or outcome of the charge. The disposition notification shall provide notice to parents of the disposition of the charge and shall be in the same manner as the original notification.

Additional Parameters:

Notifications shall be in the same manner by which TFS notifies parents of important school business, which may include email, other electronic communication, or by first-class mail.

TFS may provide additional information to parents regarding the underling facts or circumstances relating to the charge but shall not disclose the identity of the alleged victim.

Parental notification may be delayed if requested by law enforcement.

Notification must be sent regardless of whether or not the circumstances of the charge occurred when the employee was off duty.

Notification When School is Out of Session: The duty to notify parents of qualifying charges and convictions against employees continues while school is out of session. Accordingly, the TFS Executive Director of Schools shall continue to monitor CBI reports and criminal proceedings during scheduled breaks to ensure notification requirements are met.

Reporting to CDE and CSI:

If an employee of TFS is dismissed or resigns because of an allegation of any one of these enumerated crimes, and such allegation is supported by a preponderance of the evidence, the Board shall notify the Colorado Department of Education ("CDE") and the Colorado Charter School Institute ("CSI"). The Board shall provide any information requested by CDE or CSI concerning the circumstances of the dismissal or resignation. TFS shall notify the employee that information concerning the employee's dismissal or resignation is being forwarded to CDE and CSI unless the notice would conflict with the confidentiality requirements of the "Child Protection Act of 1987", part 3 of article 3 of title 19, C.R.S.

If TFS learns from a source that a current or past employee of TFS has been convicted of, pled guilty to, pled no contest, or has received a deferred sentence or deferred prosecution for any of the above enumerated crimes, TFS shall notify CDE and CSI.

Safe School Plan: This policy is incorporated into TFS's Safe School Plan.

Additional Legal Refs: C.R.S. 22-1-130 (Notice to parents of alleged criminal conduct by school employees – legislative declaration – definitions) C.R.S. 22-30.5-110.5 (information provided to department) C.R.S. 22-30.5-511.5 (Background investigations – prohibition against employing persons – institute charter school employees' information provided to department) C.R.S. 22-32-109.8(6.5) (Prohibition against employing persons)

Policy Ref: ADD-G Safe Schools

TFS Board Policy KE – Public Concerns and Complaints- Revised 20 October 2024

Constructive criticism motivated by a sincere desire to improve the quality of the educational program or to equip the schools to do their tasks more effectively is welcomed by the Board of Directors (Board).

The Board believes that complaints and grievances are best handled and resolved as close to their origin as possible. Therefore, the proper channeling of complaints involving instruction, discipline or learning materials will be as follows:

1. Teacher
2. Principal
3. Superintendent or designee
4. Board of Education

Any complaint about school personnel shall always be referred back through proper administrative channels before it is presented to the Board for consideration and action. When a complaint is made directly to an individual Board member, the procedure outlined below shall be followed, and the grievance process will be started by filing the grievance to this link **tinyurl.com/TFS-grievance**:

The Board member shall refer the person making the complaint to the principal or the Superintendent. [If the person has already made a complaint to the principal or Superintendent and is not satisfied, then the Board member shall ask that the complaint be written and signed. The Board may then choose to hear the complaint or appoint a hearing officer to hear the complaint. The hearing officer will determine how to resolve or conclude the complaint.] The principal/Superintendent or designee shall contact the grievant within 3 business days to hear the outstanding issues and address concerns.

If the person will not personally present the complaint to the principal or Superintendent, the Board member shall then ask that the complaint be written and signed. The Board member may then refer the complaint to the principal or Superintendent for resolution. The principal/Superintendent or designee shall contact the grievant within 3 business days, or submit in writing a response to the grievance.

If at any time the person making a complaint feels that a satisfactory reply has not been received from a principal, that person should be advised to consult with the Superintendent or designee and, if still not satisfied, to request that the complaint be heard by the Board of Directors or by a hearing officer appointed by the Board. This request must be in writing and provide specific detail of the grievance and why the resolution provided by the principal/Superintendent or designee is not appropriate in their viewpoint. Within 10 days of receipt the Board of Directors will respond in writing their decision. If declining

review, the Board's written response to the grievant will explain the reasons for the determination. Issues of employee or student privacy may be addressed in Executive Session, as is legally proper.

If the grievant is not satisfied with the School Board's determination not to review the written grievance or the written resolution reached by the School Board after reviewing the grievance, the grievant may submit its concerns in written format to the Executive Director of the Charter School Institute within five business days from receiving the written decision of the School.

After review, the Institute's Executive Director will publish his/her conclusions in writing within 15 calendar days from receipt of the written concern. The decision of the School's Board will not be overturned unless there are compelling grounds that the School violated an applicable law, regulation, policy, or contract provision. The Institute can be contacted at legalandpolicy_CSI@csi.state.co.us

KDB – Public's Right to Know - Freedom of Information

COLORADO OPEN RECORDS ACT (CORA)

CSI schools should adopt a policy that aligns with the requirements outlined in C.R.S. 24-72-201, et seq. (the "Colorado Open Records Act"). The policy should outline procedures for receiving and responding to CORA requests. This sample policy is intended to be used by CSI Schools in drafting their own CORA policies. While the sample language provides a helpful starting point, each school's policy may be tailored to its own practices and preferences within the confines of the requirements outlines in statute. This document may not be inclusive of everything a school could have in its policy, and schools are encouraged to have all policies reviewed by legal counsel and by CSI prior to adoption.

This regulation applies to all requests submitted pursuant to C.R.S. § 24-72-201 et seq., to inspect public records in the custody or control of SCHOOL. SCHOOL is committed to the guiding principles of openness, transparency, accountability and responsiveness.

This policy is intended to balance the demands of the Colorado Open Records Act (CORA) and SCHOOL's obligations as a public school within the State of Colorado.

Protocols for Requests

Before making a request for records pursuant to this policy, requesters should refer to the school's website, [SCHOOL WEBSITE] to determine if the information sought is posted and publicly available. If there are any questions regarding what type of information is posted on the SCHOOL's website please contact the Custodian of Records (contact information below).

Requests for Records:

SCHOOL is required to produce records in response to qualifying requests made pursuant to CORA. SCHOOL strives to be as transparent as possible; however, not all documents maintained by the school are available for public inspection. Some documents must be kept confidential to respect the privacy of students and families or otherwise comply with relevant federal and state laws. All documents restricted from disclosure under C.R.S. § 24-72-204 shall not be released.

For the fastest and best response, requesters should avoid vaguely worded inquiries. Each request must be as specific, clear, and narrow as possible. Requests should include:

- Requestor's name and mailing address;
- Requestor's phone number or email address so that SCHOOL can contact requestor if clarification is needed;
- A detailed list or description of the specific records sought, including search terms and date range.

A statement explaining the requester's reason for making the request is helpful for SCHOOL to fulfill the request but is not required.

If a request fails to meet these guidelines, the school may be unable to fulfill the request. If more information is needed to process the request, or if the records requested do not exist at the SCHOOL, the SCHOOL will make reasonable efforts to contact the requester at the contact information provided within the timeframe for responding to the request.

Requests to inspect public records must be in writing and mailed or emailed to the Custodian of Records (contact information below). If a request is sent via email to anyone other than the Custodian, or if the Custodian does not accept such an email request, it will not be considered received by SCHOOL.

CORA is not a record retention statute, and the school is not obligated to create records that do not exist or maintain records outside of relevant legal guidelines or school's policy on records retention.

General Questions and Requests for Information

General questions and requests for information that are not submitted in writing pursuant to this policy are not requests for "public records" as defined by the law. Therefore, the school is not required to respond to them according to CORA's specifications. Although it is not required, the school may respond to all such questions and requests for information.

Responses to Requests

Time for response to records requests shall be as follows:

- The normal time for production shall be three (3) working days, beginning on the first business day after the request is received.
- Such period may be extended upon determination by SCHOOL that extenuating circumstances exist. Such period of extension shall not normally exceed seven (7) working days. The requestor shall be notified of the extension within the three-day period.

Requests to inspect records will not take priority over the regular work activities of SCHOOL'S employees. Charges for copies of requested records shall be as follows:

- The normal cost for requested documents shall be $.25 per page or, for documents in non-standard formats, the actual duplication costs. SCHOOL will not charge for the first 25 pages of printing and will not charge a per-page fee for records that are provided in a digital or electronic format.
- SCHOOL may charge a research and retrieval fee based on the actual cost of responding to the request. The hourly rate for employee time is $30 per hour, and there shall be no charge for the first hour of employee time. If the custodian charges research and retrieval fees under this paragraph, copying shall be charged at a rate of $.25 per page.
- Payment must be received prior to the requestor receiving copies. The SCHOOL must accept credit card or other electronic payments if the SCHOOL accepts such payment types for other charges.

If charges are expected to exceed $25, the SCHOOL will provide the requestor with an estimate of the cost of responding prior to responding and may require a deposit. If the requestor wishes to proceed once receiving an estimate, they must respond in writing. By responding in writing, the requestor agrees to pay all fees associated with responding to the request. The time between the date of the custodian's estimate and the receipt by the custodian of a written response to proceed will not be counted against the time period set forth above for responding to the CORA request.

If a requestor wishes to inspect available records in advance of receiving copies, such inspection shall be by appointment only during normal SCHOOL working hours. Such inspection must be supervised by a school representative and the requestor may be charged for any employee time exceeding one hour associated with such inspection.

Manipulation of Records

The school may manipulate existing records to redact or exclude information not subject to disclosure. If the school is required to manipulate data to generate the record, the school may charge an hourly fee that applies in the same manner as the research or retrieval of records. SCHOOL has the right to redact electronic mail addresses, telephone numbers or home addresses on the ground that disclosure to the applicant would be contrary to the public interest.

A record stored in a digital format will be shared via email, or by another mutually-agreed upon method if the size of the record prevents transmission via email. The document will be provided in a searchable or sortable format except when it is not technologically or practically feasible to do so or when it is not feasible to permanently remove any information that is excluded from the request without the use of additional software or programming.

For questions related to CORA requests please contact:

Custodian of Records

INSERT EMAIL

INSERT PHONE

Requests to inspect public records must be in writing to the Custodian of Records. Requests may be mailed or emailed to:

SCHOOL

ATTN: Custodian of Records

INSERT ADDRESS

INSERT EMAIL

Adopted: XXX, 20XX

LEGAL REFS.: CRS 24-71-201 et seq.

KF -- Community Use of School Facilities

Community groups shall be permitted and encouraged to use school facilities for worthwhile purposes when such uses will not interfere with the school program. All arrangements shall be subject to the following provisions:

Eligible Organizations

Organizations connected with and promoting recognized school functions may use the buildings without charge.

Other organizations may use school property upon payment of suitable fees and costs, according to the fee schedule recommended by the Superintendent and approved by the Board of Education. The Board may waive rental or fees for charitable or other nonprofit organizations or groups.

Whenever a community group is permitted to use a school or other facility, at least one school employee must be on hand, paid for by the organization, when in the opinion of principal, it is necessary to supervise the individuals and protect school property. The number of paid employees shall depend on the type of service, number to be served and number of volunteer helpers.

Whenever a cafeteria/common area is used, it shall be under the supervision of a school employee. The group using the facility shall reimburse the school for the salary of the employee.

No school building or facility shall be used for any purpose which could result in picketing, rioting, disturbing the peace or damage to property or for any purpose prohibited by law.

Rental Charges and Approval of Use

Specific regulations for scheduling outside uses of school facilities shall be drawn up by the Superintendent and approved by the Board. Fees for the use of school facilities shall be determined by the Superintendent or designee based upon the rental charges and personnel fees approved by the Board.

The Superintendent or designee, on the basis of this policy and its accompanying regulations, shall approve all rentals of school facilities. The Board must approve any special requests or exception to policy and/or regulations.

Any individual, group or organization using school property as provided under this policy shall hold the Board of Education, individual Board members and all district officers, agents and employees free and harmless from any loss, damage, liability, cost or expense that may arise during or be in any way caused by such use or occupancy. When using school facilities, organizations may be required to furnish satisfactory liability insurance protection.

Legal
C.R.S. 22-32-110 (1)(f)

KF-R – Community Use of School Facilities

Responsibility

The Superintendent or designee will be responsible for the administration of the accompanying policy on community use of school facilities.

The role of the principal will be that of assisting potential users in finding suitable space and providing technical assistance to appropriate building staff upon request as it relates to the rental of their specific building. All rentals of school facilities shall be approved by the principal or designee.

Scheduling

After district activities, have been scheduled, space will be available with attention to broad and equitable use of facilities. All use is subject to the general guidelines and availability of school staff.

The principal will be responsible for notification of the head custodian of the date and time of all building activities and the rooms reserved and for keeping a calendar of all rental commitments and reservations for regular school activities during the year.

Permission for use during the hours of the regular school day or during the period immediately after the closing of school, which in the judgment of the principal may be necessary for school purposes, will be refused.

Application for Use

Written approval will be required for use of a school building or grounds by any group which is not a part of the regular public school program. Such approvals, which are a part of these regulations may be granted for a single use or a limited, continuing use.

The requestor must submit a completed application form for "Building Rental Contract" to the principal for approval, denial, or modification.

Approval will depend upon satisfactory assurance that the use of the school facility will be under the direct supervision of an adult who in the judgment of the principal is responsible and competent to supervise the proposed program or activity. The supervision provided by each renting group must be adequate to ensure that the members of the group remain in the assigned

portion of the facility. If required by school officials, guards or uniformed police also must be provided at the expense of the user.

If approved, the activity will be added to the building master calendar and copies of the application will be completed and distributed to the Superintendent, Board of Education, head custodian, principal and applicant (one copy each).

Cancellation and Revocation

The user must notify the principal if the intended use is cancelled or adjusted. Repeated, short notification of cancellations may result in further building use being denied.

The school reserves the right to cancel building use permits should the space be needed for school or school-related activities. This privilege will be used only when necessary due to unavoidable circumstances. Attempts will be made to offer alternative space. The district may revoke building use at any time. When this occurs, appropriate financial adjustments will be made.

General Regulations

1. Whenever a community group is permitted to use a school or other facility, at least one school employee must be on hand, paid for by the organization, when in the opinion of the principal it is necessary to supervise the individuals and protect school property. The number of paid employees shall depend on the type of service, number to be served and numbers of volunteer helpers.

2. No permit will be transferred to any person or group other than the one to whom issued.

3. Safety
   All applicable fire and safety laws/regulations governing use of school facilities must be observed at all times, including:

    a. School exit lights must be used.
    b. Open flame (including candles) is prohibited.
    c. Room capacity is not exceeded.
    d. Temporary electrical or mechanical modifications are prohibited.
    e. Flammable holiday or other decorations are prohibited.
    f. Stairways, corridors and entrances/exits must be kept free of obstruction at all times.
    g. No equipment, scenery or decorations of any type may be used within the building or on the premises except as specifically provided in the permit. Such equipment, scenery or decorations must be slow burning, must conform to all local and state regulations and must not be attached to the walls, floors or ceilings (except to anchors presently provided).

4. Prohibited Activities

Use or possession of alcoholic beverages and controlled substances. Failure to comply will be dealt with by local law enforcement agencies.

a. Smoking, chewing or any other use of tobacco products within the building or on school grounds in accordance with state law and the Charter Schools Institute on tobacco-free schools. If an individual group does not comply with this policy or these regulations, the group will be denied use of district facilities for a period of no less than 18 months.
b. All disruptive or illegal activity, including obscene language, quarreling or fighting.
c. Gambling.

5. Damage
   The approved party will be responsible for all damages and losses to the building and/or the contents and must indemnify and hold harmless the Board and its employees from any claim resulting from or arising out of the use of the school facilities named in the application or any part of the facilities covered in the application.

6. The Board will not be held responsible for any damage or loss which may occur to non-school property brought on the premises. Such property must be removed from the facility immediately after the use or before such time that the materials will interfere with school activities.

7. Insurance
   School property insurance and comprehensive general liability insurance do not extend to community or other groups using school facilities. The school may require non-school groups to provide certificates of insurance in the following amounts:

   a. All entities must provide a certificate of insurance in the amount of $650,000.

8. Locations
   All applications will be approved for specific rooms. It will be the responsibility of the approved party to restrict the activities of the group to that specific area except for necessary hallways and restrooms. The approved party is responsible for not allowing unauthorized individuals into the approved area or activity. The presence of unauthorized individuals must be reported to the staff manager on duty.

9. Times
   Facility use times will be specified in the application. All groups are expected to vacate the premises by the hour specified. An additional hour rental may be charged for early arrival or late exit. All use permits will terminate by 9 p.m. Exceptions to this may be approved by the principal. No non-school groups will be permitted use of facilities on regularly scheduled school days prior to the ending time for students.

10. Days
    Facilities may be rented Monday through Friday as space is available and as such rental does not interrupt or disturb regular school activities. Saturday and Sunday use of school facilities may be permitted and will be subject to staff availability where applicable. Summer use may be limited due to custodial work schedules.

11. Clean Up
    General clean-up will be the responsibility of the approved party. Rubbish must be removed from the facility immediately after use or before such time, as it will interfere with school activities. Additional fees will be charged for clean up when deemed necessary.

Guidelines for Religious Use

Facilities may be used for religious activities under the following conditions:

1. Church services and religious activities must be conducted at times when school is not in session.
2. Religious objects and symbols must be removed after each use.

Nondiscrimination

All users are subject to laws and regulations applicable to school districts which prohibit discrimination based upon age, sex, national origin, race, color, religion, marital status or handicap.

Rental Categories

Category 1
No rental fee will be charged to the following:

1. School-affiliated groups such as parent-teacher organizations, school-related parent and community groups, or employee groups of an educational, recreational, social or professional nature as approved by the district.
2. Governmental entities using facilities as a polling place.
3. Precinct caucuses.
4. School-affiliated partners that provide services to the school, as approved by the school.

Category 2
A nominal non-refundable fee will be charged the following groups for each application. No additional rental charges will be made if their activities take place when normal supervisory or custodial personnel are present.

1. Community-sponsored groups that do not charge a fee and whose main purpose is to hold an informative meeting that is open to the public (such as League of Women Voters, local neighborhood organizations and recognized community service groups).

2. Community-sponsored youth and senior citizen activities when:

    a. Instructors or supervisors receive no payment for their involvement in that activity
    b. Fees for the activity, if any, provide only for direct non-personnel costs

Category 3
Commercial, private, church and other non-profit groups that do not meet the criteria in Category 2 and for-profit groups and individuals may rent school facilities when their use is compatible with Network schools policy.

Fees
Any of the listed fees may be waived, in advance, by the Superintendent on a case by case basis.

1. Custodial
   Any organization or individual, regardless of classification, will be required to pay the cost of custodial services if use of the facility would result in direct costs to the school. For those facilities where a custodian is regularly on duty during the rental, the user may be charged up to two hours per use at the current custodial salary rate to compensate for additional work required in opening, securing, cleaning, etc., related to the rental.

2. Utilities
   Any organization or individual, regardless of classification, will be required to pay the cost of utilities if use of the facility would result in direct costs to the school.

3. Payment
   All users will be expected to pay rental fees in advance. Organizations that have made prior arrangements with the principal may pay on a monthly basis. Organizations wishing to pay on a monthly basis should submit a request in writing. Failure to pay as per agreement may result in denial of access to the facility and future requests being denied. Checks should be made out to the Network school.

4. Financial Accountability
   It will be the responsibility of the principal to ensure that revenue received for deposit to the appropriate accounts. Fees collected for salaries will be used to reimburse those accounts. Fees collected for facility rental/use will be deposited in the school's activity account.

5. Fee Revision
   All fees are listed in the accompanying exhibit and are designed to reflect these regulations. These fees are subject to review and revision and may be adjusted annually by the Board.

5. Damage Deposits
   Damage Deposits may be required at the discretion of the principal or designee contingent upon the type of activity associated with the rental facility.

Guidelines for Denial of Use

The school reserves the right to deny building use for any reason.
In addition, use will be denied if in the judgment of the Superintendent or his designee the proposed activities would:

1. Jeopardize the equipment and/or facilities of the building
2. Conflict with school activities
3. Be incompatible with the school neighborhood
4. Violate any Board policy or local, state or federal law

Guidelines for Appeal

The applicant may file a written appeal to the Superintendent if a use application has been denied by the principal. Further appeal, if necessary, may be made to the Board of Education.

LEGAL REFS.: C.R.S. 22-32-109 (1)(bb)
C.R.S. 24-10-101 *et seq.*, *Colorado Governmental Immunity Act*
C.R.S. 25-14-103.5
CROSS REF.: ADC, Tobacco-Free Schools

RENTAL RATES
(Rental Rates listed are hourly rates)
Note: The utility fee is set annually by Board of Education on a per hour per zone rate.
If admission is charged, the school use fee will be the hourly rate plus 10% of gross ticket revenue. A damage deposit may be required, and will be collected at the time the rental contract is executed. The damage deposit will be retained for any damages incurred. Should any damage occur beyond the damage deposit, renters will be billed for 100% of the cost to repair any damage incurred that was a direct result of their usage. Renters may also be required to hire security for the event.

Catergory	**1**	**2**	**3**
Classroom			
Elementary School	No Charge	$20.00	$40.00
Middle School	No Charge	$20.00	$40.00
All Purpose Room			
Elementary School	No Charge	$30.00	$70.00
Middle School	No Charge	$30.00	$70.00
*Included auxiliary gym			
Cafeteria/Commons			
Elementary School	No Charge	$30.00	$50.00
Middle School	No Charge	$30.00	$75.00

BILLING
Payments are required ten working days in advance of use. Please pay by check, money order, or cashier's check made payable to Network schools. No cash please. No space can be reserved until a contract is signed. No building will be opened until the fee is paid.

BUILDING RENTAL CONTRACT
Network
schools 431
Sable Blvd.
Aurora, Colorado 80011

Renting Organization_____ Building_____
Person Responsible_____ Telephone_____
Address_____
_____

Date of Use	Time
_____	_____ TO _____
_____	_____ TO _____
_____	_____ TO _____

Facilities Requested	Charge	Total
_____	_____	_____
_____	_____	_____
_____	_____	_____

Personnel Required

_____	_____	_____
_____	_____	_____
_____	_____	_____

Other (Including damage to facilities or equipment)

_____	_____	_____
_____	_____	_____

TOTAL DUE $_____

I have read and agree to follow the conditions of the Building Rental Policy and General Instructions and further guarantee payment of all fees upon presentation of completed application. Application for Network schools facility usage will constitute willingness to comply with all rules and regulations regarding the use of school facilities as prescribed by the Board of Education. The applicant must exercise the utmost care in the use of school premises and agrees to protect, indemnify, and hold harmless Network schools and its officers and employees from any and all claims, liabilities, damages or rights of action directly or indirectly growing out of the use of the premises. In the event of damage to district property or facilities, applicant will accept the estimate of the amount of damage and will pay all repair and/or replacement costs within 30 days of receipt of bill. Applicants will provide certificate of insurance if requested.

_____ _____
(Signature of Renter) (Building Administrator) Date _____

<u>PRIORITY OF USE</u>
First consideration in the use of all school facilities must be the school or school sponsored meetings and programs. All other eligible renters will be considered on a "First request, First Served Basis." Accordingly, when one or a series of users is requested, date adjustment and alternate facilities may be necessary.

BUILDING PROCEDURE FOR FACILITY RENTAL

1. It will be the obligation of the Building Principal to approve or disapprove all requests for facility use.
2. The Building Principal must adhere to the rental rates detailed in School Policy when assigning rental fees to groups who have requested the use of a specific facility.
3. Building Principals must complete the Facility Use Agreement for every group who requests the use of their respective facility.
4. Building Principals will be responsible for maintaining Facility Use Agreements and all corresponding documentation for each rental agreement.
5. Copies of all Facility Use Agreements and any corresponding documentation must be sent to the Superintendent after Principal approval. This documentation will be filed for purposes of insurance and rental fee documentation.
6. Rental fees will be paid directly to the school. The Principal shall deposit these rental fees in the school's activity or executory account.
7. Building Principal must ensure that facility rental does not interfere with school sanctioned activities.

This is not a contract. Contracts are required for all rentals. A contract will be sent once this paper work has been completed.
CONTRACTS MUST BE SIGNED BY BOTH PARTIES TO RESERVE SPACE. **Payments are required at least ten working days in advance of facility use**. **Please pay by check, money order, or cashier's check. No cash please.** NO FACILITIES WILL BE OPEN UNTIL CONTRACT IS SIGNED BY BOTH PARTIES AND FEES ARE PAID.

ADVERTISING
All advertising for activities, which take place in or on the Licensed Property shall include the following statement:

"These activities will take place on property that [name the Grantee] has licensed from the Network schools pursuant to Board of Education Policy KF. Our group has paid a full rental fee for the facility and, therefore, our rental of the facility is not supported by tax dollars. Our use of the school facility represents neither agreement nor disagreement with our group's goals, purposes, or statements by the Board, Administration, or the school."

The Network schools do not provide advertising support for lessee.

KI -- Visitors to Schools

The Board recognizes the importance of engaging the community in our school and the importance of school/community partnerships yet also recognizes concerns for the welfare of students. Therefore, the school limits visitors to:

1. Parents/guardians of current students;
2. Other family members of current students who are approved by the student's parent/guardian; and
3. Board members; and
4. Other persons invited by the principal, the Superintendent or her/his designee or a board member for educational or official business purposes.

In order to ensure that no unauthorized persons enter the building with wrongful intent, all visitors to the schools shall report to the school office when entering, receiving authorization before visiting elsewhere in the building. Authorized visitors may: 1) be required to sign in and out; 2) be given name-tags to wear identifying themselves as visitors; 3) may be required to leave an identification card at the main office while visiting; and 4) be accompanied by a school employee for some or all of the visit. School administrators may approve additional building procedures pertaining to school visitors to preserve proper and safe learning environment.

Visiting a school is a privilege, not a right, which may be limited, denied or revoked by a school administrator or designee based on considerations of student and /or staff safety, efficient school operations, maintenance of a proper educational environment, or failure to comply with this policy.
Loitering, as defined by C.R.S. 18-9-112, shall be prohibited.
LEGAL REFS:
C.R.S. 18-9-109 *(interference with school staff or students)*
C.R.S. 18-9-110 *(trespass, interference at or in public buildings)*
C.R.S. 18-9-112 *(definition of loitering)*
C.R.S. 18-9-117 *(unlawful conduct on public property)*
C.R.S. 18-12-105.5 *(unlawful possession of weapons on school property)*
C.R.S. 22-32-109.1 (7) *(Board must adopt open school policy*

Addendum A-3: Student Outcome and Financial Performance Goals

PARTNERSHIP AGREEMENT BETWEEN
SAN ANTONIO INDEPENDENT SCHOOL DISTRICT AND THIRD FUTURE SCHOOLS

EXHIBIT A – School Performance Contracts

The schools listed in the table below shall be managed by Third Future Schools in accordance with the Partnership Agreement.

Name of School(s)	Partnership School Term	School Renewal Year
Hirsch ES	26-27SY through 28-29SY	27 - 28SY

The Superintendent or designee will hold a conference with the operating partner of the campus and establish student achievement targets aligned to the Partnership School's term of renewal. These targets will include goals related to the state accountability standards and the District's school performance framework.

The Board of Trustees delegates authority to the Superintendent or designee to update school performance contracts as needed. Both the Superintendent or designee and the Partner shall inform the District's Board of Trustees and the Partner board of any changes to the Partnership School's goals.

EXHIBIT A: School Performance Contracts (continued)

Third Future Schools Performance Agreement

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

Performance Measure 1 (Campus Overall Rating) is the most important metric in the Academic Excellence section for assessing the academic success of all in-district charter schools. The other performance metrics in this section serve as guideposts to enable the school to achieve its overall rating. A school will be considered as having met the Academic Excellence measure if they meet the overall rating in Performance Measure 1.

Performance Measure 1: Campus Overall Rating*

Academic Metric	Year 1 Goal 2026-27	Year 2 Goal 2027-28	Year 3 Goal 2028-29
TEA Campus Accountability Rating	C	B	B or higher

II. Organizational Strength

Measure	Metric	Description
Charter fidelity	Charter Fidelity using a rubric guided self-assessment tool developed by SAISD	Fulfillment of a school's charter will be assessed on an annual basis by the Office of Partnerships and will be based on whether the school is materially implementing the core components of the charter application. The self-assessment tool is published by the Office of School Leadership and Partnership Services and may include a follow-up site visit or a request for additional evidence of implementation.
Teacher Satisfaction	The campus score for the teacher satisfaction rate must **meet or exceed the district average** on the district-wide teacher survey.	SAISD surveys all teachers each year. The current teacher survey is the TNTP Instructional Culture Insight Survey, which is conducted annually at all schools in the spring. The score for each campus is the average of the school's scores on the 12 domains in the survey.
Parent/Family Satisfaction	The campus score for the parent satisfaction rate must **meet or exceed the district average** on the district-wide family survey.	Currently, the parent survey is a district-produced survey using the questions from the Panorama Family-School Relationships Survey. It is conducted annually at all schools in the spring. The school's score is the average of the school's score on 4 of the domains in the survey. The Family Engagement/Input domain is not included as it was created by SAISD and is not nationally normed.
Student Attendance	The average daily attendance rate for the campus **must meet or exceed the district's yearly overall average.**	Average daily attendance rate for the full school year. This average is calculated by SAISD's Data and Accountability Office.
Student Attrition	Attrition rate will be **less than or equal** to the district average	Attrition rate will be calculated by using the PEIMS snapshot data of the previous school year and calculated by SAISD's Data and Accountability Office.

III. Financial Health

Measure	Metric	Description
Financial Health and Sustainability	Fiscal management practices and implementation of applicable policies and procedures	The school is expected to follow sound fiscal management practices. A campus may be considered to not meet this expectation if the campus did not follow district policies and procedures and applicable state and federal law related to the spending, budgeting, or reporting of any district or campus funds, including money raised through fundraisers.

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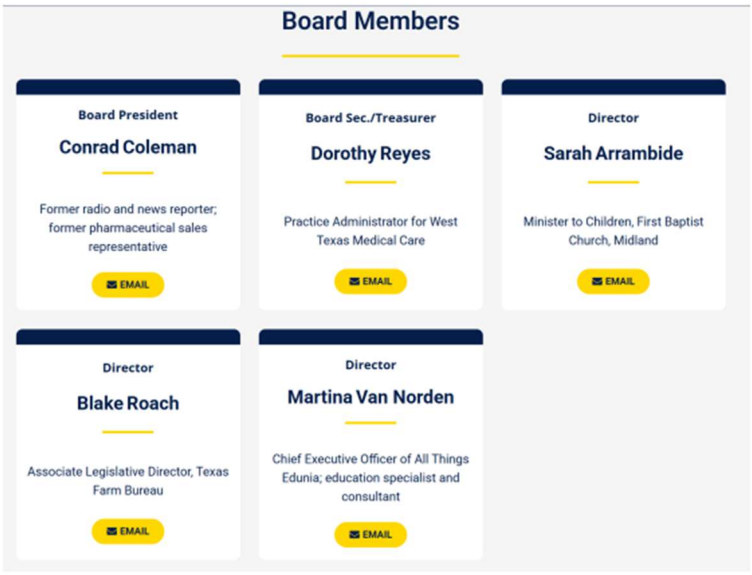
Annual Financial Audit (1882 Schools)	An **unqualified ("clean") audit** report to the district in accordance with the timeline specified in the partnership agreement.	Senate Bill 1882 partners are required to hire an external accounting firm to conduct an annual financial audit of the partner's nonprofit operations.
Campus Income Statement and Detailed Transaction Ledger	Fiscal management practices, oversight, compliance, and transparency of campus expenditures.	Each campus will submit to District a campus level income statement and a detailed transaction ledger on a semi-annual basis. • Due February 15th each year – Campus income statement and detailed transaction ledger for transactions through Dec. 31st of each school year. • Due August 15th each year - Campus income statement for the full school year and a detailed cumulative transaction ledger for all activity through June 30th. The detailed transaction ledgers must be provided in an excel format and include: • Full budget code • Budget code description • Transaction date • Transaction amount

DRAFT

Addendum A-4: OP Governing Board



ADDENDUM A-4: TFS Governing Board

TFS Board and Subsidiary Board Members -- Oct 2022

TFS Board

Last name	First name	Position on	Term	Term No.	Email	Occupation	Relevant Competencies
Jones	Dwight	President	Jul 21 - Jul 24	2	dwightjones567@gmail.com	Vice President of National Urban	Education policy, strategy,
Clementi	Tammy	Vice President	Jul 21 - Jul 24	2	tammyclementi4127@gmail.com	National Director for Academic	Curriculum and Instruction,
Laband	Scott	Board member	Jul 21 - Jul 24	2	slaband@colordosucceeds.org	President of Colorado Succeeds	Legislation, policy, strategy,
Chu	Dale	Board member	Jan 21 - Jan 24	1	dalechu@me.com	President, DC Strategies	School improvement, effective
Williams	Michael	Board member	Apr 22 - Apr 25	1	mlw@michaellwilliams.com	Former Texas Commissioner of	Education policy and strategy;

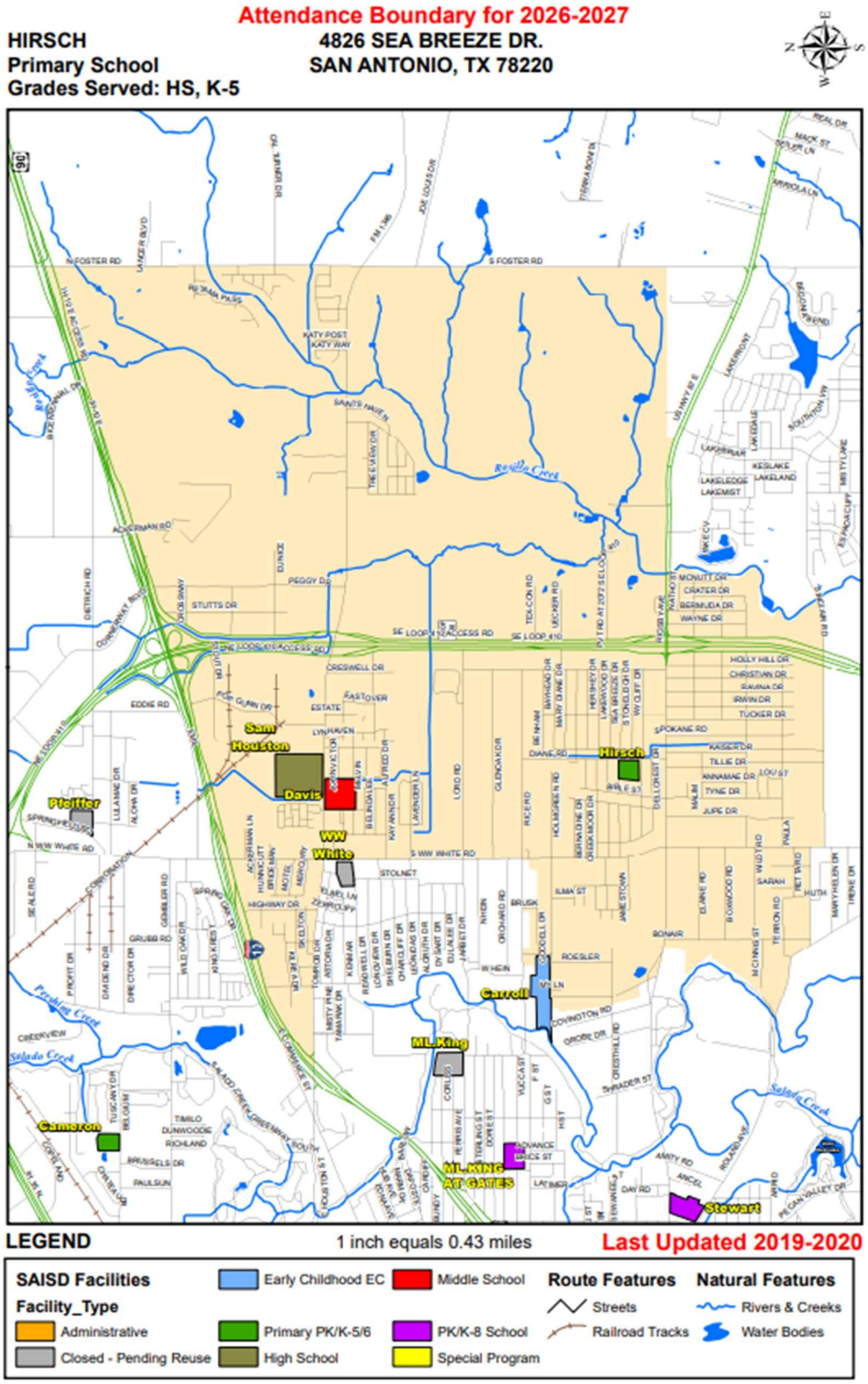
TFS-Colorado Subsidiary Board

Last name	First name	Position on	Term	Term No.	Email	Occupation	Relevant Competencies
Sward-Miller	Jennifer	President	Jun 19 - Jun 22	1	jswardmiller@outlook.com	Manager and Partner, property	Human resources, organizational
Mills	Patrick	Secretary/Treasu	Dec 19 - Dec 22	1	patrick.m.mills@comcast.net	Former Naval Officer and defense	Organizational effectiveness,
Lindimore	Mary	Director	Jul 19 - Jul 22	1	mary.lindimore@gmail.com	Managing Director, Precision P3;	Education policy, research,
Ngola-Trice	Rachel	Director	Aug 19 - Aug 22	2	racheltrice@gmail.com	Vice President of Finance at Cresa	Finance, strategy
Vacant							

TFS-TX Board

Last name	First name	Position on	Term	Term No.	Email	Occupation	Relevant Competencies
Coleman	Conrad	Board President	Apr 20 - Apr 23	1	crad1998@yahoo.com	Former radio and news reporter;	finance, organizational
Reyes	Dorothy	Board Sec./Treas	Apr 20 - Apr 23	1	Dororeyes8@gmail.com	Practice Administrator for West	Human resources, education policy
Arrambide	Sarah	Director	Nov 20 - Nov 23	1	sarrambide@fbc-midland.org	Minister to Children, First Baptist	Education policy, parent
Van Norden	Martina	Director	Nov 20 - Nov 23	1	teachmrsw@gmail.com	Chief Executive Officer of All	Finance, education policy, program
Vacant							

Addendum A-5: School Attendance Area



Addendum A-6: OP Charter Proposal (Application)

DRAFT

[Third Future Schools]

Request for Applications

Applicant Information

Name of Applicant Organization	Third Future Schools
Primary Contact Person	Zach Craddock
Mailing Address	431 North Sable Blvd, Aurora, Colorado 80011
Phone Number	719 963 6620
Email	zach.craddock@thirdfuture.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
Jessica Lopez	Chief of Staff, TFS	Operations, leadership, facilities, scheduling, tech, etc.
Dr. Shirley Miles	Chief of Schools, TFS	Leadership, instruction, evaluations, curriculum, administrative coaching, action plans, etc.
James Dworkin	CFO, TFS	Financial planning, A/P, Payroll, Grant management, etc.

We plan to apply as a(n):

☐ **Existing Partner** *(Partners that have operated at least one campus in SAISD prior to submitting this application)*

☑ **New Partner** *(Partners that have campus management experience, but have not previously operated campuses in SAISD)**

** Existing Partners who are proposing to expand or replicate an existing model currently being implemented at a SAISD school should focus responses on how the current model would or would not be impacted by expansion or replication. All responses should explain the approach and plan for scaling and, if needed, how the current model would be changed.*

Does this organization operate any other campuses in the United States?
YES (Complete the next section)

If Yes, complete the following table (*add lines as needed)*:

State	Authorizer	School Name	Year Operation Began	Most Recent School Rating
Colorado	Colorado Charter School Institute	Academy of Advanced Learning	2017	Performance, A
Colorado	Colorado Charter School Institute	Coperni 3	2019	Performance, A

Texas	Midland ISD	Sam Houston Collegiate Prep	2020	A, 2025
Texas	Midland ISD	Lamar Elementary	2023	C, 2025
Texas	Austin ISD	Mendez Middle School	2022	B, 2025
Texas	Beaumont ISD	Jones Clark Elementary	2023	C, 2025
Texas	Beaumont ISD	Fehl-Price Elementary	2023	F, 2025
Texas	Beaumont ISD	Smith Middle School	2023	F, 2025
Texas	Jasper ISD	Parnell Elementary School	2024	B, 2025
LA	Louisiana Dept. of Ed	Prescott Academy	2023	D, 2024
LA	Caddo Parish Schools	Fair Park Middle School	2024	F, 2023
TX	Manor ISD	Manor Middle School	2025	F, 2025
TX	Wichita Falls ISD	Hirschi Middle School	2025	D, 2025

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

No

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

State	Authorizer	Proposed School Name	Application Due Date	Decision Date

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

Yes (complete next section)

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

Planned School Name	City	State	Opening Date
TBD	TBD	LA	TBD
TBD	TBD	TX	TBD

Was this application completed by the operating partner and without assistance from the district or a district assigned vendor?

Yes

School Information

NOTE: Complete this part for each school included in this proposal, and duplicate as needed.
It is acceptable to apply as a Partner without identifying the school.

Proposed School / Campus Name		**Opening Year**	**Grades at Year 1**	**Grades at Capacity**
Herff Elementary		2027-2028	PreK- 5	PreK-5
Proposed Location				
Address of Identified Facility *If applicable.*		**996 S. Hackberry St., San Antonio, Texas 78210**		
Projected Total Student Enrollment Number		**435**		
Projected Demographic Information	**% EcoDis: 96.95%**	**% SpEd: 17.94%**	**% EL: 46.95%**	

Model / Specialty *(Check all that apply):*

- ☐ Alternative
- ☐ Career / Technical Ed.
- ☐ Dual Language
- ☐ STEM
- ☐ Arts
- ☐ College Prep
- ☐ Montessori
- ☐ Blended Learning
- ☐ Disability (list):
- ☑ Other (list): Learning and Differentiated Instruction

Name of Proposed Principal (if known)	
Current Employment	
Phone Number – Day	
Phone Number – Evening	
Email	

Proposed School / Campus Name		**Opening Year**	**Grades at Year 1**	**Grades at Capacity**
Hirsch Elementary		2027-2028	PreK-5	PreK-5
Proposed Location				
Address of Identified Facility *If applicable.*		**4826 Seabreeze, San Antonio, Texas 78220**		
Projected Total Student Enrollment Number		**532**		
Projected Demographic Information	**% EcoDis: 95.31%**	**% SpEd: 18.05%**	**% EL: 4.33%**	

Model / **Specialty** *(Check all that apply):*

- ☐ Alternative
- ☐ Career / Technical Ed.
- ☐ Dual Language
- ☐ STEM
- ☐ Arts
- ☐ College Prep
- ☐ Montessori
- ☐ Blended Learning
- ☐ Disability (list):
- ☑ Other (list): Learning and Differentiated Instruction

Name of Proposed Principal (if known)	
Current Employment	
Phone Number – Day	
Phone Number – Evening	
Email	

Proposed School / Campus Name		**Opening Year**	**Grades at Year 1**	**Grades at Capacity**
Whittier Middle School		2027-2028	6,7,8	6-8
Proposed Location				
Address of Identified Facility *If applicable.*		**2101 Edison Dr., San Antonio, Texas 78201**		
Projected Total Student Enrollment Number		**684**		
Projected Demographic Information	**% EcoDis: 91.40%**	**% SpEd: 18.90%**	**% EL: 40.34%**	

Model / **Specialty** *(Check all that apply):*

- ☐ Alternative
- ☐ Career / Technical Ed.
- ☐ Dual Language
- ☐ STEM
- ☐ Arts
- ☐ College Prep
- ☐ Montessori
- ☐ Blended Learning
- ☐ Disability (list):
- ☑ Other (list): Learning and Differentiated Instruction

Name of Proposed Principal (if known)	
Current Employment	
Phone Number – Day	
Phone Number – Evening	
Email	

Proposed School / Campus Name		Opening Year	Grades at Year 1	Grades at Capacity
Graebner Elementary		2026-2027	EE-5	EE-5
Proposed Location				
Address of Identified Facility *If applicable.*		**530 Hoover Ave., San Antonio, TX 78225**		
Projected Total Student Enrollment Number		**646**		
Projected Demographic Information	**% EcoDis: 94.3%**	**% SpEd: 17%**	**% EL: 37.8%**	

Model / **Specialty** *(Check all that apply):*

- ☐ Alternative
- ☐ Arts
- ☐ Blended Learning
- ☐ Career / Technical Ed.
- ☐ College Prep
- ☐ Disability (list):
- ☐ Dual Language
- ☐ Montessori
- ☐ STEM
- ☑ Other (list): Learning and Differentiated Instruction

Name of Proposed Principal (if known)	
Current Employment	
Phone Number – Day	
Phone Number – Evening	
Email	

Section 1 - School Overview

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

Executive Summary
(Limit: 4 Pages)

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

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

   The vision of Third Future Schools is founded on recognizing that the Year 2035 workplace will require proficiency in the areas of critical thinking, information literacy, computer programming, communication skills, statistics, and learning how to learn– subjects focused on how to think rather than what to think. "Third Future Schools prepares students for college and the modern workplace. Through personalized learning with a focus on critical thinking skills, our schools close achievement gaps and allows every student to reach his/her potential." Third Future Schools' mission and culture are focused on building a high-performance and caring culture that has high expectations and where the main instructional delivery model is personalized learning. "A team of dedicated teachers and leaders, working in a high-performance and caring culture, maintains an intense focus on academic achievement and performance outcomes. Students find success and are engaged through personalized learning, which allows students to work at their own pace and learn in a way suited to their strengths. Third Future Schools holds high expectations for students and staff and believes that everyone can create their future."

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

   Our students' anticipated needs include but are not limited to closing achievement gaps and substantially increasing student proficiency in all core subjects; both of which TFS-TX has proven success. SAISD's student population demographics mirror our TFS schools in Colorado and in Texas. Currently, in Texas, we serve students through an 1882 partnership with Midland ISD as a turnaround partner for Sam Houston Collegiate Preparatory Elementary School. We serve a population primarily comprised of students who qualify for FRL and are English

Language Learners with unique challenges with which we are familiar and successful in supporting. TFS-TX is also operating with Austin ISD serving Mendez MS, Lamar ES in Midland ISD, one campus in Jasper, Texas, Hirschi MS in Wichita Falls ISD and Manor MS in Manor ISD.

3. **Educational Program / Academic Model*.** Provide a brief overview of the educational program of the proposed school, including major instructional methods, assessment strategies, and non-negotiables of the school model. Describe the evidence that demonstrates the school model will be successful in improving academic achievement for the targeted student population.

Our instructional model (entitled LSAE) was designed to specifically narrow achievement gaps. It combines direct instruction with highly differentiated lessons and assignments. All students receive grade-level, direct instruction for the first 40 to 45 minutes of a 90-minute class. This is important because many students in struggling schools rarely receive grade-level activities or assignments. After direct instruction, students take a "demonstration of learning" (DOL) and are then divided into four groups. The "learners (L)," who need more time with the specific objective for that class that day, stay with the teacher and receive more guided instruction and practice. The students who are "securing (S1)" their learning and who need more practice at a slightly higher level, work on a different activity in the classroom. Students who have "secured (S2)" their learning, work on an activity or assignment that is yet more challenging for them. The "accelerated (A)" student receives an even more rigorous assignment. The "secured" and "accelerated" students work in a "team center" outside of the classroom, where learning coaches assist them during the remainder of that class period. This model has proven to significantly narrow achievement gaps for all students who are behind academically, including students challenged by language barriers.

We believe students need to be proficient in Year 2035 competencies to better prepare them for a fundamentally different workplace and world. We call the acquisition of knowledge, perspective, and experiences the Dyad Concept. As a result of this systemic change, all students take an Art of Thinking course, and we collaborate with the community to provide students with key, relevant experiences that add to their understanding of their interests, varying perspectives, and the world. Community members provide instruction in piano, photography, filmmaking, cycling, health and fitness, yoga, Karate, and many others. In addition, students complete a list of requirements that include participation in a team sport, engaging in the performance arts, community service, and travel out of state or out of the country.

As *Attachment 1*, an Executive Summary provides an overview of the proposed plan for the school with a clear and concise description for each component listed above.

* You will have another opportunity in Section 2 below to describe the educational program / academic model in greater detail.

Attachment 1, Executive Summary included? YES (Complete the next section)

Enrollment Summary
(Limit: 2 Pages)

1. Complete the table below, illustrating the growth plan for the school.

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

Grade Level	**Herff, Hirsch, and Whittier** (Combined) Number of Students					
	Year 1 27-28	**Year 2 28-29**	**Year 3 29-30**	**Year 4 30-31**	**Year 5 31-32**	**At Capacity 2032-33**
Pre-K	180	185	195	200	200	200
K	150	160	175	185	200	200
1	120	130	145	150	160	160
2	140	150	165	175	180	180
3	150	160	175	180	185	185
4	150	160	175	180	185	185
5	125	135	150	160	170	170
6	185	195	210	215	215	215
7	200	210	220	225	225	225
8	250	260	270	280	280	280
TOTAL	1650	1745	1885	1950	2000	2000

Grade Level	**(Graebner Elementary) Number of Students**					
	Year 1 26-27	**Year 2 27-28**	**Year 3 28-29**	**Year 4 29-30**	**Year 5 30-31**	**At Capacity 2031-32**
Pre-K	100	100	100	100	100	100
K	75	80	90	95	100	100
1	100	100	100	105	105	105
2	100	100	100	105	105	105
3	100	100	100	100	105	105
4	70	75	80	85	90	100
5	95	100	100	100	100	100
TOTAL	640	655	670	690	705	705

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

Graebner, Herff and Hirsch Elementary serve grades PreK-5. Whittier Middle School currently serves three grades - 6th, 7th, and 8th grades. San Antonio ISD is growing rapidly and coupled with Third Future's past experiences in seeing an increase in enrollment on all campuses in years one, two and three. For Herff, Hirsch and Whittier campuses in 2027-28, we are budgeting for 2000 students. For Graebner Elementary in 2026-27, we are looking at growing an additional 65 students over five years. With conservative estimates, we anticipate increasing enrollment annually and leveling off in year four. We would need to confirm with the District, but we would likely be at capacity in the building by year four. Please note, enrollment can be adjusted when more data is available from the campus. With respect to our growth plan, Third Future uses a host of student recruitment approaches that take place throughout the school year with heavy pushes scheduled strategically from February through October. TFS utilizes community walks and events with flyers distributed by team members on scheduled walks. Phone calls are made to prospective families and recruitment events. Regularly scheduled community events include bar-b-que cookouts that allow families to meet administrators, register students, obtain school shirts, and learn more about the model. TFS also uses social media platforms such as Facebook and X (Twitter). Constant Contact is our listserv tool for email marketing campaigns. TFS staff conduct phone banks for families to check in, register, and answer questions. All these activities are necessary to maintain our high levels of engagement with families and have proven successful in consistently increasing enrollment across the Network.

Section 2 – Educational Program

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

Curriculum and Instructional Design

NOTE: Please enter "District Adoption" if you plan to implement the district-adopted curriculum, by grade level and/or content area.

1. **Provide the following:**

    a. **A guaranteed and viable curriculum aligned to Texas Essential Knowledge and Skills (TEKS) that includes a scope and sequence for each grade level and/or content area to be used at the school(s)**

As with most struggling campuses, the students at the selected campuses are challenged by poverty and language barriers. The students are behind academically, and the achievement gap continues to plague the school. Our instructional model is designed to accelerate academic growth (1.6 times the growth of the average student in the U.S. each year) and thus significantly narrow the achievement gap over time.

Our LSAE model (described above) provides students who are behind more time with guided assignments and students who are at grade level are challenged. LSAE combines direct instruction with highly differentiated and more personalized learning.

The demonstrations of learning (DOL) ensure that student knowledge is assessed every period every day and is at grade level. Teachers analyze these data every

Thursday during PLC and determine the students' academic level and progress for the week. "Extended LSAE" on Fridays, further helps remediate students or extend their learning. Progress is also monitored using IXL and the NWEA MAPs assessments. Lesson objectives and demonstrations of learning are closely aligned with the Texas Essential Knowledge and Skills (TEKS). All teachers have an instructional calendar that breaks out the TEKS by month, providing for a tight scope and sequence for the teachers' lessons.

b. A framework for instructional design and strategies that:

- **reflect the needs of the school's target population**
- **ensure all students meet or exceed the expectations of Texas state standards**
- **promote critical-thinking skills**
- **maximizes instructional time**

The unique LSAE design is also supported by other tried and true practices such as:

● teacher effectiveness being monitored and coached daily,

●more relevant time on task– 184 student-teacher contact days; 90-minute classes in math and reading; a longer school day, and

● requirements for a minimum 500 words of text in each LSAE assignment or word problems in math; students annotating while they read; and the use of multiple response strategies.

The other half of our design model centers around the Dyad Concept. The Dyad Concept is the acquisition of knowledge, perspective, and experiences. It is premised on the notion that a well-rounded education includes knowledge and skills gained from disciplines other than the traditional core subjects and that a person's experiences provide context for perspective and critical thinking.

The students will take the BOY, MOY, and EOY NWEA MAP assessments in reading, math, and science. We take the beginning-of-year test in August; the middle of year test in December; and the end of year test in May. These are nationally normed tests and will help us monitor our progress during the year and help compare our academic growth to students across the nation. We analyze academic growth relative to the average growth a student in the United States demonstrates by mid-year and end-of-year.

Third Future maximizes the use of instructional time. If approved by the District, Graebner Elementary's first day of school will be on August 3, 2026. The last day for students will be May 28, 2027. Accordingly, the dates for the 27-28 school year will be around the same time for the year. This will provide our students with 184 student-teacher contact days. We will also provide a four-week "Fifth Quarter" from June 22 through July 17, 2026 for Graebner Elementary. This fifth quarter is voluntary, but will allow hundreds of students with additional opportunities to narrow gaps or to be enriched. Our students will spend 7.5 hours a day in instruction. We plan to follow the current schedule of an 8:00 a.m. start and a 4:00 p.m. close. Keep in mind that our doors will open at 6:30 a.m. and close at

5:00 p.m.

c. A plan and calendar for providing ongoing professional development to all instructional staff at the campus related to implementation of curriculum and instructional materials

Apart from on-the-job coaching, all teachers and learning coaches attend seventeen (17) professional development days. Nine of those days take place before the start of school during orientation and the remaining eight days take place during the school year (students do not attend on those days). The Superintendent, Chief of Schools, and Directors conduct the training during the nine PD days prior to the start of school. Professional development is made more effective because most of the topics are tied to quality instruction and the teacher evaluation system - 40 percent of which is connected to the quality of instruction.

d. A plan to identify and serve students with learning gaps

Our model addresses perhaps the most problematic aspect of instruction in public schools: the absence of grade level instruction for all students. Our instructional model is essentially a model that differentiates instruction for a given objective and that provides different strategies and support for students who are still learning the objective, securing their knowledge and understanding, accelerated, or at a point where they can move to a topic that more closely aligns with their interests.

We also have ELD teachers who supplement (not replace) the classroom instruction. Depending upon the academic need and a student's scores on the demonstrations of learning or assessments such as DIBELS/TELPAS, that student may be provided reading interventionist support or sessions with an ELD teacher. These sessions are pull-out and take place during the second half of Art of Thinking or ELA class (that way the student still gets grade-level instruction during the first half of class). Special Education students and those qualifying for 504s have a much more tailored experience based on their IEPs and 504s. All special education students spend time in the general education classroom and are given access to grade-level instruction. They then receive additional services based on their IEPs and 504s.

e. A justification for the proposed educational program based in research, theory, and/or experience, including why it is likely to be effective for the anticipated student population

In most struggling schools, assignments are "watered-down," and expectations are lowered. The Opportunity Myth published by The New Teacher Project (TNTP) in September 2018 revealed that "4 out of 10 classrooms with a majority of students of color never received a single grade-level assignment." That is why we start with 40 to 45 minutes of grade-level instruction for all students for every class, every day. Teachers use appropriate scaffolding, but the main content is at grade level.

Regarding the Dyad Concept, there is a growing number of businesses and educational organizations making the case for teaching different skills that will figure prominently in the future workplace (in addition to and not a replacement for reading and math skills). In a McKinsey and Company report from December 2017 entitled *Jobs Lost, Jobs Gained: Workforce Transitions in a Time of Automation*, the renowned economic analysis firm noted that "Workers of the future will spend more time on activities that machines are less capable of, such as managing people, applying expertise, and communicating with others. They will spend less time on predictable physical activities, and on collecting and processing data, where machines already exceed human performance." They added that "the skills and capabilities required will also shift, requiring more social and emotional skills, and more advanced cognitive capabilities, such as logical reasoning and creativity." More recently, in October 2021, an American Succeeds report, *The High Demand for Durable Skills*, reinforced the belief that students need additional skills: "In an era when technical skills are evolving at an unprecedented pace, there is an important set of durable soft skills that last a lifetime and power entire careers. Durable skills are a combination of how you use what you know - skills like critical thinking, communication, collaboration, and creativity, as well as character skills like fortitude, growth mindset, and leadership. Regardless of an individual's pathway, educational attainment level, or geography, durable skills are in high demand by employers."

Our Dyad Concept, including the Art of Thinking classes, is designed to prepare students for a fundamentally different world and workplace - the one being described by McKinsey, America Succeeds, and others. Even if we significantly narrow the achievement gap for our students, they may be facing yet another gap: the Year 2035 competencies gap. We plan to

help the SAISD students with both gaps.

The other core strategy in our education program is differentiation. The research base for this strategy is also well-developed. Research on differentiation shows that this method benefits students with varying degrees of academic abilities from those with learning disabilities to those who are advanced. Carol Ann Tomlinson is known for her work in differentiation and provides strong evidence of its effectiveness in *How to Differentiate Instruction in Academically Diverse Classrooms* (Tomlinson, ASCD, 2017). Tomlinson and David Sousa also showed how neuroscience supports this educational program in *Differentiation and the Brain* (Sousa and Tomlinson, Solution Tree Progress, 2011). Our program will support students at Graebner, Herff, Hirsch and Whittier who are in classrooms where the range of academic abilities varies.

Beyond academic research, we have nine years of proven experience that demonstrate conclusively that the model works for all students.

Assessment and Evaluation

NOTE: Please enter "District Adoption" if you plan to implement the district-adopted assessment, by grade level and/or content area.

2. Provide the following:

a. Annual student performance goals that include targets aligned with the state accountability system.

Annual academic student performance goals: The selected campuses will be focused on academic achievement and understands that student academic success, including closing the achievement gap, is one of our two foundational missions (the other is preparing students for a Year 2035 workplace and world). The following academic performance metrics will drive our work:

1) The selected campuses will achieve an overall score of over 70 on the 2026- 2027 School Report Card of the State accountability system.

a) The "School Progress" score will be over 70

b) The "Closing the Gap" score will be over 70

2) In the 2026-2027 school year, the students will grow 1.7 times the average U.S. growth in reading as measured by the NWEA MAP assessment and using the mean RIT score for each grade.

b. A plan to implement and interpret interim assessments that measure academic progress – of individual students and student cohorts – throughout the school year throughout the school year.

Monitoring progress: To achieve our academic goals, all students will be assessed in the NWEA MAPs tests in reading, math, and science. All students will take the NWEA MAP beginning-of-year, middle-of-year and end-of-year assessments. In this way we can gauge our growth in reading, math, and science. Most important, however, is monitoring our students' daily progress in all the content areas through the "demonstrations of learning."

Students who are not making sufficient progress after good, first instruction are provided more supports such as time with a reading interventionist or small group math tutoring. Student achievement data (aggregate) is shared with the community through Town Hall meetings, in public TFS-TX and San Antonio ISD board meetings and posted on the SAISD and TFS-TX websites.

c. A plan and system for collecting and analyzing student academic achievement data, reporting the data to the school community, and using the data to refine and improve instruction (including dedicated time for providing training and support to school leadership and teachers)

All teachers and school leaders will be trained in how to write and administer

effective daily DOLs. They will also be trained in how to conduct PLCs and use the DOL information to improve instruction and provide interventions. The initial training will take place in the summer before school starts, but in our model, professional development is mostly on-the-job and continual.

Beyond the DOL information and information gathered around the quality of instruction in every classroom, we use the NWEA reports and analyses to analyze student progress and to determine appropriate interventions for students or professional development needs for staff. The Superintendent, Chief of Schools, and the school leadership team will be responsible for analyzing data and guiding the teachers in the use of the data. Superintendent Craddock and the Chief of Schools are skilled in data analysis and will train the school leadership team in gathering the reports, analyzing them, and using the data to improve instruction and provide appropriate interventions.

d. The corrective actions that the school and network (if applicable) will take if either falls short of the goals at any level, including explanation of what would trigger such actions and who would implement them

In some cases, the quality of instruction does not meet our high expectations, and the teacher continues to struggle to raise student proficiency. In those cases, we look closely at the NWEA, DIBELS, and classroom observation mid-year data. More support and coaching are provided. If the end-of-year data does not meet our expectations, then the teacher's contract will not be renewed. The Director of Schools and the Principal will make that decision. At the school level, we will look closely at all the elements of the leadership team's evaluation instrument– achievement data, accomplishment of the school action plan, the overall quality of instruction, climate surveys, and an analysis of the systemic factors (the school system review).

As part of the system review, we analyze the building culture, ability to implement change, staff and leadership capacity, and the maturity and effectiveness of instructional processes and operations. We also will have gathered a lot of information through our continual presence in the school and on-the-job coaching of the leadership team.

High School Graduation Requirements *(High Schools Only)*

3. Provide the following:

a. As *Attachment 2,* exit standards for graduating students. These should clearly set forth what students in the last grade served will know and be able to do and ensure student readiness for college or other post-secondary opportunities (e.g., trade school, military service, or entering the workforce)

Attachment 2, Graduation Standards included? Not Applicable

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

Special Populations and At-Risk Students

4. Provide the following:

a. An explanation of evidence from which the projection of anticipated special populations was derived

Anticipated special population numbers were provided by the TEA website.

b. An explanation of the organization's experience in, understanding of, and capacity to fulfill state and federal obligations and requirements pertaining to students with disabilities, and Emergent Bilinguals.

The administration of the selected schools will meet the needs of all students with disabilities and comply with all regulations of the IDEA and Texas law, specifically the Texas Administrative Code (TAC), Title 19, Chapter 89. We would like to work in close partnership with the District in all special education areas. We have on staff a Special Programs Director to ensure we comply with District policy and State regulations. Additionally, Zach Craddock, Superintendent, served as the Director of Special Services for a district in Colorado and more recently has been working with our 1882 partners in Texas for three years. He will provide additional expertise with regard to meeting the needs of Special Education, ELL, and gifted students. We have processes in place to meet the needs of our special populations in our six Texas schools and will follow similar processes in San Antonio ISD.

We will hire licensed special education teachers who can provide the services outlined in the student's IEPs and 504s. The selected schools will be staffed to appropriately meet all direct services minutes. All special education teachers will be licensed by Texas and hold the special education generalist certification. We will ensure we identify a strong and effective admission, review, and if appropriate, individualized education program (IEP) and placement. Full individual and initial general education referral and screening system.

Our budget starts with three full-time special education teachers, but we will make budget adjustments should additional support be required. We will also work with

the District to obtain contractual services for related services. This includes speech, OT, PT, mental health services, school psychologist/social work, audiology, cognitive testing, and assistive technology to include direct and indirect services with stated related services. All related service minutes, to include direct and indirect services, will be met by licensed and credentialed staff in accordance with the IEP that the ARD establishes.

As with special needs students, the school will work closely with San Antonio ISD to support English Language Learners. We will use the home language survey that the District uses for all new students enrolling in our school. We will ensure we have a language proficiency assessment committee formed in accordance with the Texas Administrative Code (TAC), Title 19, Chapter 89, subchapter BB, section 32 1220.

c. A plan for providing services to students with special needs, including how you ensure these students:

- **are appropriately identified**
- **are served in the least-restrictive environment possible**
- **have appropriate access to the general education curriculum and schoolwide educational, extra-curricular, and culture-building activities in ways that support their development**
- **receive required and appropriate support services as outlined in their Individualized Education Plans and 504 plans**
- **participate in standardized testing**

Third Future will comply with all regulations of the IDEA and Texas laws, specifically the Texas Administrative Code (TAC), Title 19, Chapter 89. We would like to work in close partnership with the District in all special education areas. The TFS Network will support the school leadership to ensure we comply with District policy and State regulations. Third Future consistently meets the requirements of Texas House Bill 4545 for students who do not pass the STAAR reading exam. Many of our SPED and ELL students will need to have individual learning plans revised as a result.

We will hire licensed special education teachers who can provide the services outlined in the students' IEPs and 504s. The selected schools will be staffed to appropriately meet all direct services minutes. All special education teachers will be licensed by Texas and hold the special education generalist certification. We will identify a strong and effective admission, review, and dismissal (ARD) committee to make decisions regarding a student's initial eligibility determination and, if appropriate, individualized education program (IEP) and placement. Full individual and initial evaluations will be conducted pursuant to the TAC, and the school will follow Wichita Falls ISD's general education referral and screening system. We will also work with the District to obtain contractual services for related services. This includes speech, OT, PT, mental health services, school psychologist/social work, audiology, cognitive testing, and assistive technology-to include direct and indirect services with stated related services. All related service minutes, to include direct and indirect services, will be met by licensed and credentialed staff in accordance with the IEP that the ARD establishes.

We intend to integrate students with disabilities into the fabric of everyday school life and the school's personalized learning model. We believe that with meaningful inclusion in high-quality programs where students are provided with individualized and

appropriate support, holding high expectations, and using evidence-based services (Multi-Tiered System of Supports), children with disabilities can reach their full potential.

The selected schools' students will be placed in the least restrictive environment and participate in the Dyad program to ensure access to perspectives and experiences. Students with special needs participate in standardized testing including STAAR. The selected schools will not discriminate based on eligibility category but instead look at each student's individual need (IEP) and determine the best course of action and services.

It is also our intention to build a culture of inclusion from the "ground up." While building a culture of inclusion must be supported by empirical and legal foundations, it will also require a community-based approach-- one that brings families, advocates, developmental specialists, early childhood programs, schools, and District leaders together. In addition, building a culture of inclusion within the school requires a strong partnership between the general education teachers and the special education teachers.

Students who need additional interventions will receive instruction and supports from our reading interventionist and ELD interventionists. If a student with learning gaps is also a special education student, we will ensure the IEP and/or student learning plan includes narrowing learning gaps. Each of our SPED teachers will have a support teacher, who will help with the administrative requirements so that the SPED teacher may focus on providing services including strong instructional support.

d. A plan for providing services to Emergent Bilinguals (EBs), including:

- **methods for appropriate identification of EBs**
- **specific instructional programs, practices, and strategies the school will employ to ensure academic success and equitable access to the general education curriculum and core academic program for these students**
- **plans for monitoring and evaluating student progress and success of EBs and for exiting them from services**
- **a plan for including EBs in standardized testing and schoolwide educational, extra-curricular, and culture-building activities**

According to TEA data, 40.45 percent of the Whittier MS students are English Language Learners and approximately 18 percent of the students receive special education services. Our first task will be to ensure that we do not buy into the "soft bigotry of low expectations." Thus, we will integrate our special populations into the rigorous instructional model and the school's personalized learning model.

We believe that with meaningful inclusion in high-quality programs where students are provided with individualized and appropriate support, holding high expectations, and using evidence-based services (Multi-Tiered System of Supports), children with disabilities and those challenged by language barriers can reach their full potential. Then we provide highly differentiated lesson activities and assignments so that students with learning gaps in a particular area receive more time and guidance, including direct instruction, from the teacher.

If a student with learning gaps is also a special education student, we

will ensure the IEP and/or student learning plan includes narrowing learning gaps. Each of our SPED teachers will have a support teacher, who will help with the administrative requirements so that the SPED teacher may focus on providing services including strong instructional support. The model also strengthens the traditional MTSS approach. Student academic deficiencies or "learning gaps" are identified immediately in every core class because of the daily demonstration of learning and analyzed again in the weekly Professional Learning Community (PLC) held each Thursday.

e. Optional: Provide additional plans for any other special population you have identified relevant to your application.

We would like to partner with San Antonio ISD to serve gifted and talented students. Students who are already identified as gifted will continue to hold that moniker until and unless formally exited from the gifted program. We will use the District assessment to identify new gifted and talented students and will abide by District policies and regulations. We will also identify gifted students after the start of the school year once we receive results from our beginning-of-year assessments, NWEA MAP exams.

Per the Texas State Plan for gifted students, prior to assignment in the program, teachers who provide instruction and services that are a part of the program for gifted students will have a minimum of 30 hours of staff development that includes nature and needs of gifted/talented students, assessing student needs, and curriculum and instruction for gifted students. Administrators will also receive training in gifted education that includes the nature and needs of gifted/talented students and program options. In any case, a gifted student's program will be personalized and developed in conjunction with the student and parents.

Student Recruitment and Retention

5. Provide and answer the following:

a. A student recruitment, marketing, and retention plan.

- **What is the timeline for the implementation of this plan?**
- **How will you ensure all interested students and families, including those in poverty, students who have struggled academically, students with disabilities, and other youth at risk of academic failure, are equally included in this plan?**
- **What is your plan for student retention? Describe how you will retain existing students, identifying key strategies, systems, and staff responsibilities.**

We will work in partnership with San Antonio ISD to enroll students at Graebner, Herff, Hirsch Elementary and Whittier Middle School. Each

campus will enroll students from the attendance zone established by the District. Our intent is to serve the students in the community and give priority to the current families attending those campuses. We will accept students from outside the attendance area if we have space. In the 2025-2026 school year, the selected campuses enrolled over 600 6th, 7th, and 8th graders. As soon as the District gives us the greenlight to advertise, we will host a series of town hall meetings to explain how we will raise achievement and provide numerous opportunities with our Dyad classes. Our town hall meetings will be conducted both in-person and via Zoom with a Spanish translator participating. We will also conduct community walks and pass out flyers. Marketing via Constant Contact will also be a part of our communications plan to recruit students. Recruitment for the following year (2026-2027 school year) will begin as soon as Third Future Schools begins to operate the selected schools or we are given approval from the district.

Additionally, if the student performance data indicates that the student is an "excellent" or "good" candidate for retention, we will hold a conference with the student and his parents to let them know that
he will be retained for the following school year. We will use multiple indicators or a body of evidence. The body of evidence will consist of state assessment scores, DIBELS reading assessment scores, NWEA MAP scores, teacher observations, parent support, student attendance, and Lights Retention Scale. The RTI committee will review the data and make a recommendation for promotion or retention.Communicating with parents early and often is crucial. The key will be to prove to our community that their students can thrive at our school.

NOTE: **All schools must follow SAISD policies and procedures for enrollment.** Applicants should review **SAISD enrollment policies and procedures** before completing this section. You may also email any questions to Dr. Melissa Alcala at malcala1@saisd.net

School Culture and Discipline

6. Provide the following:

a. A vision for school culture or ethos that will promote high expectations, a positive and safe academic environment, and shared ownership of intellectual and social development for all students, including those with special needs, EBs, and students at risk of academic failure

The culture and climate center on our Core Beliefs, the first two of which are 1) all students can learn and reach his or her potential and 2) effective teachers make the most difference in student academic performance. How these Core Beliefs manifest themselves in the day-to-day behaviors of staff and students starts the agenda of every professional development. They are also integrated in our action plans and climate surveys. As we do throughout our Network, we will build a

high-performance culture at the selected schools. The development of our high performance culture starts with the recruitment process and the employee contract that outlines the school's beliefs, values, priorities, and expectations.

b. A plan for establishing the intended culture for students, teachers, administrators, and parents from the first day of school and throughout the school year and proposed mechanisms for monitoring and maintaining campus climate

A targeted plan for establishing the intended culture for students, teachers, administrators, and parental engagement will be created with the unique needs of the selected schools. Within three weeks before or after the start of school, the selected schools' staff will engage every family to discuss their child's learning profile and to develop the Student Learning Plan. In this way, the parents will be more engaged in their child's performance at school from the very start. The teachers will communicate with parents when students are not making sufficient progress on their SLP or if the SLP needs to be adjusted. The selected schools' schedule and calendar will also strengthen the partnership with families. Our flexible morning schedule (we open at 6:30 a.m.) is designed to support parents and caters to their unique work schedule or transportation situation. Our three parent-teacher conferences will also be conducted in a way that caters to our parents' work schedules. Each set of conferences will take place over three days and two evenings. Parents will be able to sign up for a time that fits their schedule. School will still be in session so students will not lose instructional time and will be available to attend the conference with the parents and teacher.

Our student habits of success program is another way the campuses will strengthen the school-family partnership. We will invite selected parents to our monthly celebrations to recognize students who have demonstrated their habits of success or strong academic growth. We will also hold an academic awards assembly in January and May of each year.

c. A plan to create an inclusive and welcoming environment that will engage families in

There is no requirement for parents to volunteer at the school. We recognize that many of our parents will not be in a position to volunteer. We, however, will encourage parents to volunteer and will keep an updated list of specific ways parents can help at the school. The most significant would be to serve on the Parent Advisory Committee (PAC). The PAC will have tremendous ability to provide input and shape the operations of the school to better engage parents and support the school-parent partnership. The selected schools will also administer an annual parent survey. The principal will be responsible for administering the survey, compiling results and analyzing the results. The first survey will be taken in May of 2028. The Superintendent and school leadership will use the results to improve school-family relations for the following year.

d. A system of proactive and responsive student support services (e.g., counseling, mentoring, external service referrals) to meet student needs

Our system of proactive and responsive student support services includes contracting for counseling services and incorporating tiered supports for students such as small group counseling or external referrals. We will work closely with the

district on the well-being of students and provide any wrap-around services available.

Graebner, Herff, and Hirsch Elementary and Whittier schools will partner with community organizations to support after-school activities, mentoring and tutoring services, wrap-around services, and other resources to help our students' success. We will partner with parents to develop individualized learning plans and to help parents monitor the progress of their child in meeting clearly defined outcomes. In conjunction with our proactive and responsive student support services, the TFS approach to making our school safe involves:

- establishing clear and high behavioral expectations for conduct and behavior,
- promoting positive student behavior,
- preventing inappropriate behavior (habits of success),
- ensure consistency and equitable treatment for all students,
- providing early and ongoing interventions, and
- Practicing progressive discipline by addressing inappropriate behavior with appropriate consequences.

e. As *Attachment 3*, a student discipline policy, or code of conduct that:

- **provides the following appropriate and effective strategies to support a safe, orderly school climate and fulfillment of educational goals**
- **promotes a strong school culture while respecting student rights**
- **addresses legally sound policies for student discipline, suspension, and expulsion, including how these policies protect students' rights to due process**
- **includes systems and processes for tracking discipline referrals and interventions to identify trends and adapt activities accordingly**

Attachment 3, Discipline Policy included? YES (Complete the next section)

Please see Attachment 3- TFS Discipline Policy.

Discipline referrals and interventions will be tracked using the District's student information system, which we will adopt. Currently we are in the process of implementing three new SISs in Texas and Louisiana. If the District prefers us to have a separate system, we will most likely use Infinite Campus or PowerSchool that will help us keep track of discipline data and assist us in analyzing trends or concerns with groups of students which will allow us to improve how we are supporting students to grow and maintain a positive school climate.

NOTE: **Approved partner organizations must follow SAISD Board Policy on student discipline, including the FO series of policies [https://pol.tasb.org/Policy/Section/176?filter=F].** Partners are encouraged to also follow the SAISD Code of Conduct in full. If applicants are proposing to not follow the SAISD Code of Conduct, a brief rationale must be provided.

Section 3 – Governance, Operating Plan, and Capacity

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

Organizational Structure

7. Provide the following:

a. As *Attachment 4*, an organizational chart that indicates all positions and lines of authority.

Attachment 4, Organizational Chart included? YES

b. The name(s), title(s), and a description of the daily responsibilities of the person(s) employed by the operating partner that will be responsible for the management of each campus:

Name	**Title**	**Date Started with Organization**	**Campus to be Managed**	**Description of Daily Responsibilities** *(indicate the person who will be the principal's direct supervisor here)*
Zach Craddock	Superintendent	2016	Graebner, Herff, Hirsch and Whittier	Oversight of all areas
Dr. Shirley Miles	Chief of Schools	2022	Graebner, Herff, Hirsch and Whittier	Co-founder and oversight of all areas
Jill McCall	Senior Director	2023	Graebner, Herff, Hirsch and Whittier	Compliance, District liaison, regulatory affairs

c. The proposed school's legal status (e.g., non-profit and federal tax exempt) and structure that comply with TEC 12.101(a).

Third Future Schools is a registered 501c3 in Texas. Documentation can be provided by request. According to statutory requirements, the selected campuses will be governed by the TFS-TX Board of Directors which will be a 501c3 non-profit, tax-exempt organization.

Governing Board

8. Provide evidence of the following:

a. The independence of the board as it relates to the authorizer

We believe strongly in the "partnership" part of the 1882 partnership rules outlined in Texas Education Code 11.174. While these three schools will be overseen by our Board of Directors that must be independent from the SAISD Board of Directors, we understand that Graebner, Herff, Hirsch and Whittier are still part of San Antonio ISD and an integral part of the community. We will be

operators who work closely with San Antonio ISD to improve outcomes for students and will be accountable to both our Board and ultimately, San Antonio ISD for accomplishing the academic and performance expectations outlined in the contract with the District.

Should the San Antonio ISD Board approve entering an 1882 partnership with Third Future Schools, we will engage the District in writing a management contract that meets the criteria established by TEC 11.174. We will enter into service-level agreements with the District in the spirit of partnership and doing what is best for the students. We operate with full transparency and encourage multiple visits to the campuses by the San Antonio ISD leadership team and Board members. We will provide briefings to the District oversight team and will present information or make ourselves available for questions at any and all Board meetings upon request.

b. Plans for the board to evaluate the success of the school(s) and school leader(s), including planned frequency of meetings and standing committees:

The Board will monitor performance goals in three main ways:

1) The Superintendent, Chief of Schools, Director of Schools and Principal will create a "School Action Plan" with specific goals and performance metrics as well as specific actions that the school will take to accomplish the goals. The Board will receive a briefing at mid-year and end-of-year on the school's progress and success in accomplishing the goals. The metrics tied to the School Action Plan are part of the Principal's evaluation.

2) The Superintendent will provide an update at each Board meeting on student academic achievement and the improvement of the quality of instruction.

3) The Board will evaluate the Superintendent annually using agreed-upon performance goals.

By practice, the TFS-Texas Board is briefed on student achievement, the quality of instruction, or other performance goals for every school every meeting. This keeps the focus on the main thing. All members of the TFS-Texas Board completed Lone Star Governance training conducted by the Texas Education Agency in March of 2021. They have all been through Board orientation and have had two summer retreats for vision and strategy setting and professional development. TFS-TX board members and leadership team will attend all required TEA trainings. New members are required to complete Texas Open Meetings Law and Public Information Act training within 90 days of joining the board. TFS-TX board members are kept apprised of training opportunities through TEA, the Texas District Charter Association, Empower Schools, and other district and charter school advocacy organizations.

Our Board of Directors meets the requirements of TAC 19, Chapter 97 and TEC 11.174. The Board has five members, have undergone Lone Star Governance training, attest to not having any conflicts of interest, live in Texas, employ and evaluate at least one full time equivalent dedicated to managing the campus, approve the budget, and ensure compliance with applicable restrictions on the

use of state and federal funds. Our Board meets monthly and closely follows the Texas Open Meetings Act. As with our other partners, we prefer to have our key District collaborators attend the Board meetings.

c. As *Attachment 5*, appropriate bylaws, proposed Code of Ethics and Conflict of Interest policy/procedures, and completed and signed statements of assurances that will minimize real or perceived conflicts

Attachment 5, Governing Board Documents included? YES

d. As *Attachment 6*, a Governing Board Member Information Sheet and resume for each Board Member.

Attachment 6, Governing Board Member Information Sheet included? YES

e. A description of how the governing board members' knowledge and skills make them qualified to oversee a successful charter school, including educational, financial, legal, and community experience and expertise

TFS-TX board members will regularly participate in trainings and events to sustain board membership and knowledge of education, finance, policy, governance, and community engagement. All TFS-TX board members bring extensive experience in education, state and federal legislative initiatives, policy and legal, finance and are established contributors in their local communities providing an exceptional diversity of 48 individuals with talented skill sets.

f. A plan and timeline for board member recruitment (including the desired experience and qualifications of future board members), initial board member training, expansion, orientation of new members, and ongoing training for members

High quality potential board candidates are continuously interviewed and available in the event current board members are required to resign from the board due to extenuating circumstances. Board members may serve two consecutive three-year terms. Four Board members are in their third year, and one is in his first after Commissioner Michael Williams transitioned to serve on the TFS National Board. The Bylaws outline a specific process to fill any vacancy that the Board may have in the future. Essentially, the Board fills its own vacancies by nomination and agreement of at least a majority of the Board members.

g. Sufficient capacity within and/or an appropriate relationship to any pre-existing non-profit board

Because of the experience of the Board and their proven ability to govern effectively, we believe this Board has the capacity to govern an expansion to San Antonio ISD (and the selected campuses) as well. There are no conflicts of interests including pre-existing relationships with other non-profit boards.

Application Team Capacity

9. Provide the following:

a. Describe the collective qualifications of the applicant team to implement the school design successfully, including each team member's experience and evidence of measurable success in:

- **School leadership, administration, and governance**
- **Implementing systems for curriculum, instruction, and assessment**
- **Performance management**

Superintendent Zach Craddock and Chief of Schools Shirley Miles, Ph.D. will directly support the school leadership team at the selected campuses. Several other members of the Network (central office) team are experienced at working with both traditional public and charter schools at both LEA and SEA levels. Chief of Staff and Operations Jessica Lopez has opened each of the eleven schools in eight years and will directly oversee all aspects of systems and operations across the Network, including the selected campuses.

Our team has successfully started ten turn-around schools in the last five years. Three of those schools have been TX 1882 partnerships and five are Coperni Project/TX 1882 partnerships. In West Texas, we partnered with Midland ISD to begin operations at Sam Houston ES in the 2020-2021 school year, and we partnered with Ector County ISD to replace a charter operator at Ector College Prep Middle School. We also serve Lamar ES in Midland ISD, Mendez MS in Austin ISD, one campus in Jasper, Texas, Hirschi MS in Wichita Falls ISD and Manor MS in Manor ISD.

All TFS 1882 campuses have increased state accountability ratings from F to B ratings within two years while maintaining a smooth transition within the community and successfully achieving financial viability for the District's school. Third Future does not change the name of the school, the mascot, or school colors. TFS is the preferred operating partner in Texas, Louisiana, and Colorado for school turn around both instructionally and operationally. We have eight different authorizers, in seven different cities, in three different states. We have built a strong team that is nimble and efficient.

b. As *Attachment 7*, include the résumés and bios for all members of the applicant team.

Attachment 7, Leadership Team Résumés included? YES

c. Describe the proposed School Leader's experience in and ability to design, launch, and lead a school and implement the specific educational program being proposed, OR describe the board's plan to recruit and retain a leader with the ability to implement the specific educational program being proposed *(If School Leader candidate(s) is not yet identified)*

We will hire a strong principal and at least one assistant principal who will make the day-to-day decisions to operate and manage the campuses. The principal will be knowledgeable about the LSAE model and the Third Future ready characteristics. They will be an instructional leader. We will have Third Future veteran campus administrators hired for the campuses as their knowledge, skills, and leadership is

extremely important as we move into implementation and training of new staff.

d. Describe the work of the school leader(s), including:

- the measurable performance expectations for the school leader that are aligned to the mission of the school
- how these expectations will shift from school launch in the first year of operation to sustainability in future years

Third Future Schools have high expectations and hold ourselves accountable for student achievement and outcomes. School leaders are held to measurable performance expectations outlined in the School Action Plan and Network Action plan. The Principal and Assistant Principals are responsible for ensuring students are attaining on average 1.7 years of academic growth annually as measured by NWEA MAP scores in addition to STAAR assessments.

Staffing Plans

10. Provide the following:

a. As *Attachment 8*, a recruitment and hiring strategy for all campus roles, including:

- selection criteria that demonstrate high standards and mission alignment for all candidates
- a hiring protocol, and timeline that ensure the school is fully staffed by July 1 of each year

Attachment 8, Staff Recruitment and Hiring Plan included? YES

All current staff at the selected campuses will have to reapply for a position at the school. The standards for high-quality instruction are high, and employees must be willing to work in a high-performance culture. The interview process includes classroom teaching and for administrators, classroom observations with an assessment of instruction afterwards.

TFS will expand or begin the following initiatives at the selected campuses and our other schools next year:

1. One classroom, two locations: We will expand the number of 1C2L teachers, who will teach two classrooms at one time (one group physically with the teacher and another group via Zoom). These teachers will receive a $12,000 stipend for this. They will be assisted by a Teacher Apprentice who will be with the class learning synchronously via Zoom. 1C2L is limited to Fridays and only in our larger schools.

2. Additional Apprentice Teachers: We anticipate a couple of mid-year resignations as a "normal" phenomenon going forward. The selected campuses will have one Apprentice Teacher for every 150 students, who can quickly fill vacancies. Apprentice Teachers are hired to become teachers in Math, ELA, or Science.

3. Dyad Consultants: We will continue to hire Dyad Consultants for our "Dyad courses." We will also hire Dyad Consultants for our elective courses. As there are more absences among Dyad Consultants, we will need more substitutes for Dyad Consultants. We want to avoid using Learning Coaches as substitutes for Dyad Consultants. Thus, we will hire "Dyad Coaches" to substitute for Dyad Consultants.

4. More Learning Coaches: Learning Coaches have been invaluable as team center instructional coaches and as substitute teachers. Anticipating the continued difficulty of finding qualified substitutes, we will hire more Learning Coaches in 2025.

b. As *Attachment 9*, a plan to develop staff and retain high-performing staff, including:

- an induction program that will prepare teachers to deliver any unique or particularly challenging aspects of the educational program
- evaluation tools and processes that will capture trends and track and promote teacher progress over time
- The process for providing targeted and personalized support for school staff that includes:
    - The allocation of resources to support and provide professional development
    - The qualifications of personnel to provide professional development and facilitate adult learning
    - Professional development methods and calendar

Attachment 9, Staff Development Plan included? YES

c. Describe your process for identifying and remedying unsatisfactory leadership and/or teacher performance.

Teachers undergo the TFS evaluation system which has been TEA approved and operating for the Teacher Incentive Allotment in Midland ISD, Ector County ISD, and Austin ISD. If selected as an 1882 partner by San Antonio ISD, we will apply there as well. In a similar manner, the Principal and Assistant Principals will undergo frequent on-the-job coaching and rigorous evaluation. The Director of Instruction will spend time with the school leaders and monitor operations and progress two or three times a week. The Chief of Schools will also provide coaching and observe operations twice a month for two days at a time.

Thus, unsatisfactory, or problematic leadership will be identified quickly. School leaders will receive support and coaching to remedy the problems. The Chief of Schools may provide additional professional development, a leadership coach or mentor, or specific resources to support the school leader(s). Should the performance of the school leader continue to be unsatisfactory, he/she will be removed, and we will open the position.

Section 4 – Financial Plan

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

Financial Plan

11. Provide the following:

a. A description of the organization's systems, policies, and processes for:

- Financial planning
- Accounting
- Purchasing
- Payroll

Finance is the most important area that demonstrates the true nature of an 1882 partnership. We know the District wants the students to be successful and will work with us to ensure that the enrolled students receive the per pupil funding that other students in the District receive. The result of the negotiations with the District will be codified in the 1882 partnership contract. The key difference will be in how the overall funds are used. In our model, for example, professional development is the responsibility of the instructional leaders, and the selected campuses will spend no additional money on outside consultants or any company that provides such services.

The selected campuses will also have a different staffing model and provide its own back-office support. Thus, on the revenue side, the selected campuses should receive the funding according to the student allotment estimated calculations in the State Aid template for District General Fund allotments adjusted for weighted student attendance. The campuses should also receive the appropriate per pupil amount for all the state and federal grants by category of student, such as Title funding, ESSER funding, Instructional Materials Allotment, IDEA, 1882 59 Partnership monies, and any other funding that would normally be received by enrolled students. As with our other partnerships, we plan to negotiate fees for specific services such as transportation, nutrition, and custodial.

Additionally, we understand that there will be some required district costs and fees for services that make more sense to be consolidated at the district level. For example, the selected campuses should be charged for its share of internet services and utilities costs. Most of the Third Future Schools leadership team have experience in large, urban districts and understand both the complexity and nuance of district budgets. This experience makes our team collaborative and balanced.

San Antonio ISD will find us to be willing teammates when it comes to making these early decisions that impact per pupil funding. Notwithstanding the need for collaboration, we have drafted a preliminary budget that shows the expenditures we plan for the selected campuses. Keep in mind that the revenue chart on this page does not include other Title dollars and shows a broad estimate of other revenue items. The per pupil revenue of $9,600 is also a rough estimate and represents the low end of what we believe is the likely amount. The general budget expenditures are outlined on the following page. We have reasonable place holders

for the District required fees and menu of services.

b. A description of the organization's internal controls, financial reporting requirements, and process for conducting independent annual financial and administrative audits

Third Future Schools- TX follows all statutory requirements for conducting annual financial and administrative audits. TFS currently contracts with Weaver to provide these services. All audits are available on the Third Future Schools website. No critical findings have been reported to date.

c. The roles and responsibilities among the administration and governing board regarding school finance

Network leadership creates the annual budget based on input from campuses, identified needs, student enrollment, statutory requirements and available funding sources. The TFS-TX Board of Directors reviews and approves.

d. How the organization ensures financial transparency, including:

- plans for public adoption of the school's budget
- public dissemination of its annual audit and an annual report

Third Future Schools creates annual budgets for all campuses and has a fiscal year running July 1st through June 30th. The Chief of Staff and Operations works closely with the Superintendent and Finance team to develop a sound budget for board approval in May of each year. Once approved by the Board of Directors, budgets are posted along with the annual audit on the Third Future Schools website by individual schools.

e. As *Attachment 10*, an operating budget and narrative that explains revenue and cost assumptions, including:

- grant/fundraising assumptions
- the amount and sources of all anticipated funds, property, or other resources (noting which are secured vs. anticipated, and including evidence of firm commitments where applicable)
- the projected cost to implement the academic model described in this application

Attachment 10, Financial Plan included? YES

f. Describe the organization's contingency plan to meet financial needs if anticipated revenues are not received or are lower than estimated:

Third Future Schools bylaws require all campuses to be financially viable by year three. Meaning, no additional grants or funding required [aside from student travel- the Network will raise funds for that expense]. If student enrollment projections are not met, we will right size staffing to maintain a balanced budget and remain financially viable as evidenced by fund balances in all our schools year after year.

Section 5 – Existing Partner/Experienced Partner Supplement

A strong proposal from a partner that has previously operated schools, or a partner proposing to contract with an entity that has previously operated schools (often referred to as an Education Service Provider or ESP), is coherent overall and aligned internally with the school's mission and vision, Educational Program, Operational Plan, Financial Plan, and any other applicable attachments.

Existing Partner Track Record

12. Provide the following:

a. As *Supplemental Attachment 1,* the experienced partner applicant or ESP's success in serving populations similar to the population that the applicant intends to serve, including evidence of academic success and successful management of non-academic school functions (e.g., back- office services, school operations, extracurricular programs)

Supplemental Attachment 1 included? YES

b. As *Supplemental Attachment 2*, an independent financial audit report and its most recent annual report of the experienced partner applicant or ESP that demonstrated the financial health of the organization

Supplemental Attachment 2 included? YES

c. A description of any history of charter revocations, non-renewals, withdrawals, or failures to open for the experienced partner applicant or ESP

Third Future Schools has never experienced any charter revocations, non-renewals, withdrawals, or failures to open.

d. If applying to manage a turnaround campus, evidence that:

- the partner organization has been in existence for at least three years prior to the undertaking of the management of the district campus
- the partner organization has managed multiple campuses for multiple years
- the partner organization has a track record of managing campuses to academic success or has significantly improved the academic performance of the campuses

Please see Supplemental Attachment 1 for TFS existence as a proven turnaround operating partner since 2017 [2020 in Texas], as evidenced by student achievement and state accountability ratings in Texas and Colorado at all campuses.

ESP Management Plan and Legal Relationship (if applicable)

13. Provide the following:

a. As *Supplemental Attachment 3*, the Management Agreement between the ESP and the applicant organization that includes:

- ✔ A detailed description of the roles and responsibilities of the ESP
- ✔ A detailed explanation of the scope of services and costs of all resources to be provided by the ESP
- ✔ A detailed description of the oversight and evaluation methods that the board will use to oversee the ESP, including schoolwide and student achievement results which the management organization is responsible for achieving, and a description of how often, and in what ways, the board will review and evaluate the ESP's progress toward achieving agreed-upon goals
- ✔ A detailed explanation of the conditions, standards, and procedures for board intervention if the management organization's performance is deemed unsatisfactory
- ✔ A detailed explanation of the compensation structure, including clear identification of all fees to be paid to the ESP and the schedule on which the ESP will receive compensation
- ✔ A detailed explanation of the financial responsibilities of the ESP, including the ownership of items purchased with public funds, including which operating and capital expenditures each party will be responsible for assuming, what types of spending decisions the ESP can make without obtaining board approval, and what reports ESP submit to the board on financial performance and on what schedule
- ✔ A detailed description of the duration, renewal, and termination of the management agreement, including how often the management agreement may be renewed, the conditions that both the ESP and the school must satisfy for the management agreement to be renewed, and the procedures for determining whether the management agreement will be renewed
- ✔ A detailed description of the grounds for which the ESP or the school can terminate the management agreement for cause, including provisions for notice to the other party and any conditions under which either party may terminate the management agreement without cause
- ✔ An explanation and justification of any indemnification provisions in the event of default or breach by either party

Supplemental Attachment 3 included? ***Not Applicable***

b. An enforceable plan for the operation of the school in the case that the management agreement is terminated

c. Assurance and evidence that the board is independent from the ESP and self-governing, including separate legal representation of each and arm's-length negotiating and no existing or potential conflicts of interest between the school's governing board and proposed ESP or any affiliated business entities

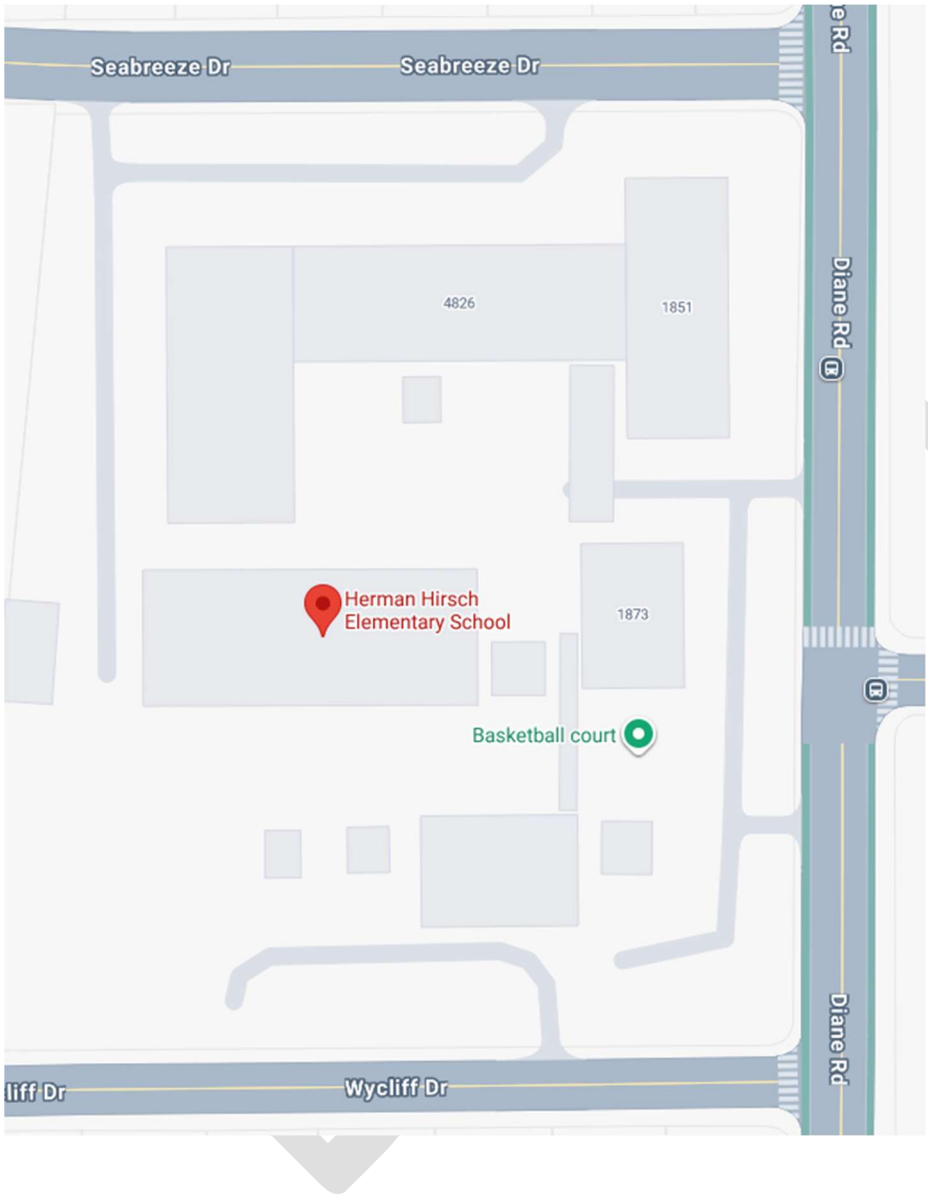
d. A clear and detailed explanation of the supervisory responsibilities of the ESP (if any), including which school employees the ESP will supervise, how the ESP will supervise these employees, and how the charter school board will oversee the ESP supervisory responsibilities

e. A detailed explanation and compelling justification of any lease, promissory notes, or other negotiable instruments, any lease-purchase agreements or other financing relationships with the ESP, including evidence that such agreements are separately documented and not part of or incorporated in the ESP agreement. Such agreements must be consistent with the school's authority to terminate the ESP agreement and continue operation of the school

f. A detailed explanation and compelling justification of any loans, grants, or investments made between the ESP and the school, including an explanation and justification of how any such loans, grants, or investments may be initiated, repaid, and refused

Addendum A-7: Facility Plan

The current facilities for the school are defined as the building and associated grounds known as “Herman Hirsch Elementary School” in San Antonio ISD, located at 4826 Seabreeze Drive, San Antonio, Texas 78220.



Addendum A-8: First Year Budget

Third Future Schools FY26/27 BUDGETS These numbers are preliminary estimates and final budget would require district SOF allocations	Hirsch ES
	26-27
Grades	PK-5
Average daily Attendance	92.00%
Physical Count	475
Funded Pupil Count	405
Per Pupil Revenue	13,083
Per Pupil Mill/1882	
Per Pupil Revenue	13,083
REVENUE	
Pupil Activity Funds	
Foundation School Program Texas (Per Pupil Revenue)	5,298,485
Other State Revenue	178,560
Total State Revenue Total	**5,477,046**
Capital Construction	-
Title IA	339,500
Title IA - Homeless	-
Title IA - Parent Activities/Home Improvement	-
Title IIA	
Title IIIA ELLA	
Title IV	
IDEA Part B - SPED	153,339
Gifted & Talented Testing	-
Read Act - FY21	-
IMTA	
ECEA	-
ECEA - Gifted & Talented	-
ELPA Revenue	-
Universal Screening Grant	-
At-Risk Per Pupil/ Elementary Emergency Relief Fund	-
Erate Revenue	-
School Lunch Programs	-
Total Federal Funds and Grants	**492,839**
Charter School Growth Fund	
Charter School Program (CSP)	-
TEA School Action Fund Grant (SAF)	-
DOE Charter Grant	
Permian Strategic Partner	-
Daniels Fund	-
New Schools Baton Rouge	-
New School Louisiana	-
Third Future Schools Foundation	-
Other Funding / Undesignated Grants FWEP	
Misc. Revenue	-
MISC Revenue (Curr. Devel. From schools)	-
SPED/ Center Based Support	-
TFS (Schools)Network Share	
TFS Network Share	**125,000**
On Behalf PERA / TRS	92,000
Bond Interest	-
Total Local Funds	**217,000**
TOTAL REVENUES	**6,186,885**
EXPENSES	
Instructional - Salaries	2,548,000
Instructional - Stipends	10,000
Instructional - Incentive Pay	50,000
Instructional - Payroll Benefits (See Staffing Sheet for Details)	458,640
Instructional - Salaries & Benefits	**3,066,640**
SPED - Salaries	133,000
SPED - Incentive Pay	2,500
SPED - Payroll Benefits	23,940
Total SPED - Salaries & Benefits	**159,440**
Admin - Salaries	520,000
Admin - Bonuses	10,000
Admin - Stipends (Move, Master Teacher, 1c2l)	-
ADMIN- Payroll Benefits (See Staffing Sheet for Details)	93,600
403B	-
SRT evaluation team (2 - 1099 contracted consultants)	-
LCD/SOR Curriculum Development	-
LSAE Curriculum Developers - Payroll Benefits	-
Total Admin - Salaries & Benefits	**623,600**
Total Payroll Expenses	**3,849,680**

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Addendum A-8: First Year Budget (Continued)

CONTRACTED SERVICES	
Dyad Consultants	100,000
5th Quarter Summer School	75,000
Contracted Services (SPED, Speech, Nurses etc...)	250,000
Total Contracted Services	**425,000**
Authorizer FEES	
District / State administrative fees (authorizer)	953,727
District Services Fee (authorizer)- OPT IN	
Food Service Fees	
Network Support	**529,849**
Total Support	**1,483,576**
Supplies and Materials	
Furniture and equipment	
Teacher Professional Development	11,585
Technology Equipment (Chromebooks, laptops etc.) - STUDENTS	5,000
Instruction Based Technology Equipment - TEACHERS	25,000
Electronic Media/Curriculum Software & Supplies	100,000
Testing & Assessment Materials - SPED	4,000
Instruction Curriculum (instructional maps and LCD lesson plans)	
Instruction - Technology - STUDENT Information SYSTEMS	-
Dyad equipment and materials/ Supplies	12,000
Admin Supplies	5,000
Instructional Supplies	40,000
Instruction Teacher Supplies - Teacher Discretionary	8,800
Student Incentive Supplies (Habits of Success)	11,875
Principal Discretionary Supplies	23,750
SPED Supplies	10,000
Custodial Supplies	-
Transportation Purchased Services	
Uniforms	
Total Supplies and Materials	**257,010**
Professional Services	
Student travel	
Student field trips	9,500
Admin Travel	1,500
Internet and Phone Service	
Legal Services	
Audit Services	7,000
Banking	
Accounting	-
Insurance	12,000
Marketing/Advertising	-
Recruitment	-
WEB Site ALL Costs	-
Network Technical Services	-
Background Checks	-
Misc Purchased Services (Skyward)	
Copiers/Printers	30,000
Total Professional Services	**60,000**
Other Operating Expenses	
Custodial Services	
UTILITIES	
Grounds and Maintenance	
Building Lease/Mortgage	-
Bond Intercept	-
Debt Service	-
On Behalf PERA/TRS	92,000
HR Payroll Processing/Software Fees (Accounting)	-
Total Other Operating Expenses	**92,000**
Total Expenses	**6,167,266**
Total Revenues	**6,186,885**
Net Surplus/Deficit B4 TFS Support	**19,619**

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Addendum A-9: District Administrative and Optional Services

MENU of SERVICES for SB1882 CHARTER OPERATING PARTNER

The District's 18% Revenue Holdback covers the following District-provided services - at levels and frequency similar to all District campuses.

ADMINISTRATIVE, COMPLIANCE, GOVERNANCE, & AUTHORIZING:

- Superintendent & Board Services
- Special Education Compliance
- Distric-wide Legal Services for SAISD Staff Employee Matters & SPED
- Finance, Audit, & Procurement Compliance
- Human Capital Management Systems & Compliance
- Planning & Budget and Partnership Services
- Federal Programs Oversight and Compliance

TECHNOLOGY:

- Access to Unified Enrollment System and Registration support
- Student Data Reporting System and Staff Training
- Access to District ERP system
- Technology infrastructure, including wireless access points.
- District Internet Services

OPERATING COSTS:

- Campus Utilities (Electricity, Gas, Water)
- Campus Trash Pickup
- General Building Repairs
- Required Building, System, and Equipment inspections, certifications
- Groundkeeping Services
- Transportation (Regular routes, Special Ed, McKinney-Vento)
- Property Insurance for Building and Liability (not OP contents)
- Custodial Services Staff
- Police patrol services, dispatch, access to District safety trainings, security cameras, etc.

The following goods or services, if provided by the District, will be charged to the Operating Partner via District Invoice.

DISTRICT STAFF COSTS:

- Campus Nurse, or any other campus position not employed by OP
- Special Education Therapists (billed at 125% of staff hourly rates or agreed upon rate schedule.)
- Special Education Program Consultation (billed at 125% of staff hourly rates or agreed upon rate schedule.
- Translation Services
- Rates for support from other district staff to be discussed

TECHNOLOGY:

- Technology - replacement Student & Staff Devices
- Classroom Technology (replacement Smartboards, Printers)
- Copier Lease

OPERATING COSTS:

- Transportation Athletic Routes
- Transportation Field Trip Routes
- Transportation on school days that are different from District calendar
- Transportation for unusual bell schedules or early release days that require additional or separate bus routes.
- Central Printing Services at District Print Shop
- Custodial Supplies shipped directly for campus use (paper, soap, cleaning supplies, trash bags, etc.)

Addendum A-10: Menu of SAISD Staffing Services – Hourly Rates

Menu of Staffing Services for SB 1882 Charter Operating Partner

Job Title	Pay Grade	Compensated Days	Hourly Rate
ARD Facilitator	E17	194	$ 58.37
Speech and Language Pathologist	E17	187	$ 62.24
Assistant Speech/Language Pathologist	8-10 NC	187	$ 58.63
Deaf Interpreter - Certified	N14	183	$ 36.35
Educational Diagnostician	E17	202	$ 65.61
Instructional Specialist, Behavior	E17	197	$ 62.45
Instructional Specialist, Dyslexia	E17	197	$ 61.91
Occupational Therapist	E17	194	$ 61.18
Physical Therapist	E17	194	$ 64.86
Program Specialist, Special Education	E17	210	$ 60.44
School Psychologist	E17	202	$ 57.56
Curriculum Implementation Specialist, PreK & Head Start	E17	210	$ 55.04
Curriculum Implementation Specialist	E17	210	$ 54.72
Instructional Specialist, Educ Tech	E17	197	$ 60.77
Instructional Specialist, GT	E17	197	$ 60.51
Nurse	8-10 NC	187	$ 55.90
Health Assistant	N03	183	$ 23.06

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Addendum A-11: Calculation Model for Revenue Distribution

Calculation Model for Revenue Distribution to SB1882 Operating Partner:				
	Projection for Possible Partner School	**HIRSCH ES (ORG 137) 2026-2027**		
	# of Students in Membership 2026-2027	*475*		
	Refined ADA 2026-2027 Projected (ROW 58)	*405.000*		
	Attendance %	*92.00%*		
	% Economically Disadvantaged	*96.04%*		
STATE REVENUE COMPONENTS:				
REFERENCE CAMPUS ALLOTMENT per TEA SUMMARY OF FINANCES				
Additional Aid for Partnering to Operate a District Campus (TEC 48.252) - DPE Campus Column				
	TIER I ALLOTMENTS	**DPE, NF, or Final CAMPUS Column**	**Revenue per Student in Membership**	**Revenue per ADA**
Row 33	Regular Program	$2,353,839.81	$4,955.45	$5,811.95
Row 34	Small & Mid Sized Allotment	$444,333.41	$935.44	$1,097.12
Row 35	Special Education Allotment	$806,933.85	$1,698.81	$1,992.43
Row 36	Career & Technical Allotment	$0.00	$0.00	$0.00
Row 37	Dyslexia Allotment	$10,857.19	$22.86	$26.81
Row 38	State Compensatory Ed	$812,321.74	$1,710.15	$2,005.73
Row 39	Bilingual / ESL	$9,391.47	$19.77	$23.19
Row 40	Early Education Allotment	$139,569.24	$293.83	$344.62
Row 41	Gifted / Talented Allotment	$3,040.01	$6.40	$7.51
Row 42	Fast Growth Allotment	$0.00	$0.00	$0.00
Row 43	TOTAL TIER I ALLOTMENT	$4,580,286.73	$9,642.71	$11,309.35
	TIER II ENTITLEMENT			
ROW 51	Total Tier II - Charter DTR1 & 2)	$656,700.76	$1,382.53	$1,621.48
	CHARTER FACILITIES FUNDING			
ROW 59	Charter Facilities Entitlement	$61,497.63	$129.47	$151.85
	TOTAL SB 1882 School District Entitlement (Tier I, II, Facilities Allot.)			
	SB1882 M&O Additional Aid + Charter Facilities Entitlement			
ROW 60	**SB1882 School District Entitlement (TI, TII, CFA)**	**$5,298,485.11**	**$11,154.71**	**$13,082.68**
	SAISD DISTRICT REVENUE HOLDBACK @ 18% of SB1882	**$953,727.32**	**$2,007.85**	**$2,354.88**
	18% of School District Entitlement (Row 60, Campus)			
	STATE REVENUE available to Operating Partner	**$4,344,757.79**	**$9,146.86**	**$10,727.80**
	OPTIONAL STATE REVENUE ALLOTMENTS (as earned)	*Estimates based on Harris MS 2024-2025 school year)*		
	TEACHER INCENTIVE ALLOTMENT			
	(90% of TIA Allotments Actually Earned)	$61,250.36	$128.95	$151.24
# Teachers	**TEACHER RETENTION ALLOTMENT**	$100,000.00	$210.53	$246.91
25	(100% of $5,000 or $2,500 per teacher			
Avg. Allotment	based on tenure and amount earned per TEA)			
$4,000.00	Estimate based on 1st year allotment as % of all teachers			
Campus Enr.	**SUPPORT PERSONNEL RETENTION ALLOTMENT**	$17,309.64	$36.44	$42.74
475	(Distributed based of # of operating partner students in			
Dist Enroll.	membership at snapshot / total district membership)			
40622	719 / 43966 = 1.64% x $1,480,320 = $24,208.48			
$1,480,320	Total Support Personnel Retention Allotment at District Level			
	OTHER OPTIONAL STATE REVENUE ALLOTMENTS (as earned)	**$178,560.00**	**$375.92**	**$440.89**
	STATE REVENUE including Optional Allotments	**$4,523,317.79**	**$9,522.77**	**$11,168.69**
FEDERAL ENTITLEMENTS:				
	TITLE I, Part A	$339,500.00	$714.74	$838.27
	IDEA B - SPECIAL EDUCATION			
Campus SPED $	Distributed in the same manner as TEA Special Education			
$806,934	Allotment, which accounts for instr. settings and weights.			
District SPED $	Calculation is (Campus Earned Special Ed State Allotment $			
$53,644,778	(Row 35 Campus SOF) / District Wide Special Ed State			
1.50%	(District SOF Row 23)) x IDEA B Allotment			
$10,300,000	District IDEA B Allotment	$154,934.35	$326.18	$382.55
	ESTIMATED FEDERAL ENTITLEMENT (based on example school)	**$494,434.35**	**$1,040.91**	**$1,220.83**
	ESTIMATED TOTAL STATE/FEDERAL to Operating Partner	**$5,017,752.14**	**$10,563.69**	**$12,389.51**
	NOTE: *For illustration purposes, this estimate is based on PROJECTED 2026-2027 enrollment and revenues and is subject to change.*			

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AGREEMENT BETWEEN
SAN ANTONIO INDEPENDENT SCHOOL DISTRICT AND
THIRD FUTURE SCHOOLS

This Agreement (the "Agreement") is made and entered into as of July 1, 2026 ("Commencement Date") by and between **SAN ANTONIO INDPENDENT SCHOOL DISTRICT,** a public independent school district and political subdivision of the State of Texas, ("District" or "SAISD") and **THIRD FUTURE SCHOOLS-TEXAS**("Operating Partner" or "OP") (together, the "Parties") to operate **OGDEN ELEMENTARY SCHOOL**, Campus Number 157 (the "School" or "Campus"), or as modified by Paragraph 3.02 below. The purpose of this Agreement is to set forth the objectives, understandings, and agreements of the Parties in connection with the establishment and operation of Senate Bill No. 1882, adopted by the 85th Texas Legislature in 2017, codified as Texas Education Code ("TEC") §§ 11.174 and 48.252 ("SB 1882"), which authorizes this cooperative partnership between a public education institution and an in-district charter authorized under TEC Chapter 12, Subchapter C.

ARTICLE I. RECITALS

1.01 Independent School District. District is an independent school district created in accordance with the laws of Texas.

1.02 Authority to Contract. The Board of Trustees of SAISD is empowered by TEC §§ 11.157 and 11.174 to contract with a public or private entity for that entity to provide educational services for the District.

1.03 Non-Profit Organization. OP is an organization, in current good standing with the State of Texas and federal government, that is exempt from taxation under Section 501(c)(3), Internal Revenue Code of 1986 (26 U.S.C. Section 501(c)(3)). District hereby contracts with OP to operate a charter under TEC Chapter 12, Subchapter C, and OP is eligible under TEC §§ 11.174 and 12.101(a) to operate the School.

1.04 Charter Granted and Term of Charter. On the Commencement Date, the District hereby grants the OP a charter in accordance with and under TEC Chapter 12, Subchapter C, specifically §§ 12.0521 or 12.0522. This is an in-district charter granted pursuant to TEC § 12.0522(c), such that this Agreement is not subject to the 15% limit described in TEC § 12.0522(c). The District and OP shall ensure that all necessary action is taken to ensure that the charter is properly authorized under TEC Chapter 12, Subchapter C. This charter granted under TEC Chapter 12, Subchapter C begins on July 1, 2026 and expires on June 30, 2029 in accordance with TEC § 12.0531.

1.05 Consultation. The District has provided information and discussed this in-school charter with OP and with School personnel. The District has informed School personnel of the opportunity to apply for employment with OP and to potentially be assigned to the School, and campus personnel have been informed that employment decisions and assignments related to all campus-based instructional activities shall be determined solely

by OP and that OP and the District are not dual employers. OP will be the sole employer of its personnel (including all campus-based instructional staff), and its personnel are subject to OP's Employee Handbook and OP's policies. District employees accepting a position with OP shall be reminded by OP, in writing and prior to employment by OP, that they upon hiring by OP the employee will not have the protections afforded by current employment contracts with the District and that OP is not subject to TEC Chapter 21.

1.06 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 instructional services.

2.02 Premise of Agreement. This Agreement is predicated on an understanding that students benefit when decisions regarding educational programs, operations, and student services are made at the campus level and that autonomy and accountability are mutually reinforcing principles.

2.03 Student Achievement. The sole purpose of this Agreement is to improve student outcomes by authorizing OP to operate the School as an autonomous campus. OP shall operate the School subject to transparent accountability requirements, which are set by TEC Chapters 39 and 39A. The provisions of this Agreement shall be construed and applied to achieve this purpose.

2.04 OP Assumption of School Operations. The Parties intend for OP to assume operations of the School beginning with the 2026-2027 school year in accordance with Article X of this Agreement.

2.05 Priority Status for School Year 2027-2028. OP agrees to grant priority status to SAISD for discussing the operation of one or more additional SAISD campuses starting in the 2027-2028 school year. Not later than December 31, 2026, the parties agree to begin discussing whether additional SAISD campuses will be added to OP's portfolio of schools starting in the 2027-2028 school year.

ARTICLE III. DEFINED TERMS

3.01 School. In addition to the meaning as defined above in this Agreement as "Ogden Elementary School," "School" has the meaning assigned in the Texas Administrative Code ("TAC") § 97.1051(3) and includes all components of the operation of the campus, including, without limitation, the grade levels served, the courses taught, the instructional materials, staffing, budgetary allocations, scheduling, transportation, and other services and responsibilities associated with school operation.

3.02 Facilities. "Facilities" are defined as the building(s) located on the School campus located at 2215 Leal Street, San Antonio Tx 78207, and related equipment,

furnishings, and property improvements, including any athletic fields and related improvements, and the land on which the building(s) and related improvements are located as more fully defined in Article XIII.

3.03 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, 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 as defined by Paragraph 3.04, state agency rule, or meet the student outcome goals required by this Agreement, or District's failure to properly meet its funding obligations to OP as required by this Agreement and state agency rule.

3.04 Applicable Law. "Applicable Law" means all state and federal laws, rules, regulations, and administrative and judicial determinations and decisions that govern the performance of this Agreement, as they currently exist or as they may be adopted, amended, or issued during the Term of this Agreement, as more fully described in Article VI below.

ARTICLE IV. TERM AND TERMINATION

4.01 Term. The term of this Agreement shall begin on the **Commencement Date (See 2.04) and end on June 30, 2029 ("Term").** This Agreement may only be renewed for an additional term by mutual, written agreement of both Parties, executed no later than February 1 of the last year of the applicable Term and after approval by vote of the governing Board of each Party. At the end of any Term, either Party may choose not to renew this Agreement without any penalty. During its term, as set forth in this Section, this Agreement shall be subject to the termination provisions detailed in this Article.

4.02 Termination by Mutual Consent. This Agreement may be terminated at any time by mutual written agreement of OP and the District if termination is effective no sooner than the end of the then current school year, unless otherwise agreed to by the parties in a termination agreement.

4.03 Termination for Cause. Either Party may terminate this Agreement if the other Party fails to remedy a Material Breach of this Agreement within sixty (60) days after written notice by the non-breaching Party of such Material Breach; provided, however, that if the breach would affect the safety or well-being of a student or students and is not reasonably capable of being cured, then no such notice and opportunity to cure shall be required.

4.04 Termination Related to Academic or Financial Performance. The District may terminate this Agreement, without penalty, cost or liability, as a result of the OP's failure to meet the academic or financial performance goals defined in Addendum A-3, in the manner prescribed by Addendum A-3. Termination under this paragraph shall be effective at the end of the then current school year so long as written notice of such termination is provided no later than thirty (30) days after receipt of the Commissioner of Education's academic ratings or the determination of student outcome goals.

4.05 Termination Right to a Public Hearing. If a School successfully achieves the

student outcome goals specified in Addendum A-3, attached, the District must hold at least one public hearing at least sixty calendar (60) days prior to any District action to terminate or non-renew the Agreement with respect to that School. The public hearing shall be held at the School between 6PM and 8PM Central Standard Time on a weeknight with at least five (5) days' notice to OP and the public about the meeting. The public hearing must permit the public to attend in person or via videoconference. If the School fails to achieve the student outcome goals specified in Addendum A-3, the District shall not extend this Agreement with respect to that School without scheduling a public hearing at least sixty calendar (60) days prior to any District action to extend or renew this Agreement. Only after public hearing, may the District's Board of Trustees schedule a meeting to take possible action on termination, nonrenewal, extension, or renewal. Any action taken by the Board of Trustees shall be conducted in open session with specific notice on the Agenda(s) that the Board is considering and may take action on this Agreement with OP.

4.06 Termination Related to Failure to Fund. The OP may terminate this agreement as a result of District's failure to properly fund the Operating Partner in accordance with 19 TAC 97.1075(d)(7)(A) or to provide the specified per pupil amount or percentage of the revenue generated by attendance at the campus from the district to the operating partner of all federal, state, and local funds due the campus as set forth in the Agreement and detailed according to the methodology in Addendum A-11 – Calculation Model for Revenue Distribution. Prior to any termination under this Section 4.06 the District must be given written notice and sixty (60) days as an opportunity to cure. Termination under this section shall be effective at the end of the current school year in order to minimize disruption to students and caregivers. Any OP exercise of this paragraph does not constitute a waiver to any rights, remedies, or damages to which either Party is entitled.

4.07 Change in Applicable Law. If any change in Applicable Law that is enacted after the Effective Date could reasonably be expected to have a material adverse effect on the ability of any Party to carry out its obligations under this Contract, the Parties shall renegotiate the Agreement in good faith to resolve the matter. If the Parties cannot reasonably negotiate the Agreement within sixty (60) days of the change in Applicable Law, then either Party may terminate this Agreement without penalty to either Party.

ARTICLE V. RELATIONSHIP OF THE PARTIES

5.01 Nature of Relationship. The relationship between the Parties hereto shall be that of contracting parties. OP shall operate as an independent contractor to the District and 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.

5.02 No Agency. Neither Party is or shall be the agent of the other Party, except to the extent otherwise expressly authorized by this Agreement. Neither Party has the express or implied authority to bind the other Party to any contractual duty or other obligation other than what is specifically stated in this Agreement. Unless specifically agreed to in writing by

the Parties, no employee, agent or contractor employed or retained by the District to perform work at the School will be deemed to be an employee, agent, or contractor of the OP, nor shall any employee, agent, or contractor employed or retained by the OP to perform work at the School be deemed to be an employee, agent, or contractor of the District. Furthermore, both Parties shall endeavor to represent to third parties, to disclaim any agency authority to bind one Party by the other unless expressly authorized in this Agreement or pursuant to authorized action at a meeting by the Party's Governing Board held in accordance with the Texas Open Meetings Act (appearing in the minutes of such meeting) or as agreed to in writing by the Parties as an amendment to this Agreement.

5.03 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 the District and the OP.

5.04 Assurance of Independence. The OP's governing body shall remain independent of the District. OP's governing body shall not be comprised of any members of the District's Board of Trustees, the District's Superintendent, or any staff member responsible for procuring, negotiating or administering this Agreement. Further, no member of OP's governing body is or will be related within the first degree of affinity or consanguinity with any members of the District's Board of Trustees, Superintendent, or any staff member responsible for procuring, negotiating, approving or administering this Agreement.

ARTICLE VI. APPLICABLE LAWS

6.01 Compliance with Applicable Law. The Parties shall perform their respective obligations under this Agreement in compliance with Applicable Law. Applicable Law include, but are 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 ("Section 504"); the Age Discrimination Act of 1975; the Americans with Disabilities Act; the Individuals with Disabilities in Education Act ("IDEA"); the Family Educational Rights and Privacy Act of 1974 ("FERPA"); the Every Student Succeeds Act to the extent specified in the Act; the Texas Education Code as to the School to the extent the School is not exempt; applicable record retention laws and conflicts of interest laws under the Texas Local Government Code; the Texas Government Code and the Texas Local Government Code, as to the School and to the extent it applies to the School; the Texas Open Meetings Act and Texas Public Information Act under the Texas Government Code; and any amendments, interpretations, and reauthorizations of the foregoing.

6.02 Scope of Applicable Law. Except as set forth in this Agreement and in Addendum A-2, the Parties agree that certain laws and regulations that apply to other schools within the District may not apply to the School or its operation as a consequence of the grant of a campus charter under Texas Education Code, Chapter 12.

6.03 Immunity. Nothing contained in this Agreement shall be read to generally

waive the immunity granted by federal or state law, TEC, Chapter 22, Subchapter B, and TEC, Chapter 12, Subchapter C or available under common law to either Party.

ARTICLE VII. GOVERNING POLICIES

7.01 Limitation on Authority. Any and all services contracted for or performed for the School must be made by each Party in accordance with the responsibilities of each Party as detailed in Article IX of this Agreement. An educational or administrative service necessary for operation of the School but not specifically reserved for the District to provide under this Agreement, shall be provided and solely managed by OP insofar as such delegation is permitted by state and federal law. A service is provided by OP if OP performs the service, contracts for its performance, or otherwise ensures and oversees provision of the service.

7.02 Policy Election. OP shall operate in accordance with the District's Charter Policy specified in Addendum A-1, as it currently exists or as it may be amended, so long as any such amendment does not constitute a Material Breach of this Agreement. If both Parties agree that an amendment amounts to a Material Breach, then the Parties may agree to operate under a prior (non-amended) policy so long as the prior policy is in compliance with the then-current Applicable Laws. If there is any conflict between any provision of this Agreement and the District's Charter Policies, then the provision of this Agreement shall prevail.

7.03 Adoption and Publication of School Policies. OP shall have the initial and final decision in adopting policies applicable to the School campus and Facilities. All policies adopted by the OP shall comply with Applicable Law. OP shall provide drafts of proposed policies or proposed amendments to policies currently in effect to the District for review and comment no later than sixty (60) days prior to the meeting at which the policies are to be considered for adoption or amendment. OP shall publish adopted policies and District Board Policies applicable by law or by election under this agreement on the School's website.

7.04 Future Waivers and Exemptions. Pursuant to 19 TAC § 97.1075(d)(6), the School is exempt from laws and rules to the fullest extent allowed by TEC, Chapter 12, Subchapter C, and is exempt from all District policies except for laws, rules, and policies that are specifically identified as applicable to the School in this Agreement and/or incorporated by reference herein or in an agreed written amendment. The Parties will collaborate in applying for waivers from any restrictions imposed by Applicable Law when it is jointly determined that such waiver would expand opportunities for students enrolled in the School Campus. If the District is exempted 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 waiver shall also apply to the School and is automatically relieved from compliance regardless of whether such relief is addressed in this Agreement. Further, if a waiver from a local policy, procedure, protocol, or other requirement is granted to another school in the District that serves students at the same grade levels offered at the School, and the policy is not waived by this Agreement, the waiver applies to the School unless the District notifies the School otherwise in writing within sixty (60) days of the waiver's application to the other school(s).

ARTICLE VIII. PERFORMANCE REQUIREMENTS

8.01 Student Outcome Goals. The primary responsibility of OP under this Agreement is to ensure that the annual student outcome goals specified in Addendum A-3, or as amended, are achieved.

8.02 Performance Measurement, Methods, and Timeline. The Parties agree that achievement of annual student academic and financial performance targets agreed upon by the Parties and specified in Addendum A-3 will be determined using the methods, indicators, and timelines specified in that Addendum.

8.03 Performance Consequences. The Parties agree to specific, material consequences in the event that the OP does or does not meet the annual academic or financial performance expectations and goals described in Addendum A-3.

8.04 Responsibilities of OP Governing Board. The governing board of OP agrees that it is responsible for ensuring that OP achieves performance goals specified in Addendum A-3 and is obligated to oversee management of the School and intervene as required to ensure that performance goals are achieved.

8.05 Monitoring Performance. The District shall retain the right to monitor the performance of the School and OP as required by Addendum A-3.

ARTICLE IX. RESPONSIBILITIES

9.01 OP Responsibilities: The OP shall have the sole authority over matters involving academic curriculum, the instructional program, and related expenditures. As detailed in the subsections below and Section 11.01, OP shall have initial, final and sole authority to select, reassign at the School, or require removal by the District of any District employees or contractors. OP shall have sole authority regarding the employment of OP employees, including, without limitation, hiring, assignment, evaluation, compensation, advancement, and other terms of employment.

9.01.1. *Administration*. OP shall select and manage the School's Principal, Assistant Principal(s), and any other role designated as an administrator, who will be employed by the OP.

9.01.2. *Teaching Staff*. OP shall select, supervise, and manage the School's teachers, teaching assistants, paraprofessionals, curriculum specialists, program coordinators, and any other academic instructional role, who shall be employees solely of OP. OP may independently apply for and be allocated funds available through the Texas Teacher Incentive Allotment ("TIA") to the extent permitted by the Texas Education Agency ("TEA") and state law.

9.01.3. *Miscellaneous*. OP shall select, supervise, and manage the School's guidance counselors, librarians, extracurricular activity instructors, physical education instructors, and

any other personnel assigned to the School, who shall be employees of OP.

9.01.4. *Staffing Plan*. OP shall have sole non-delegable authority to determine the staffing plan and positions at the School, provided funds subject to OP's control under the terms of this Agreement are sufficient to discharge all obligations associated with the staffing plan and positions.

9.01.5. *Special Programs*. OP shall provide Special Education and inclusion services. OP agrees to comply with applicable law and best practices for Special Education services in compliance with requirements and guidance from TEA. The Parties shall share all information necessary to coordinate Special Education services. OP shall identify and provide all Section 504 related services to students as required by Applicable Law. OP shall provide all Bilingual Education, English as a Second Language, and Special Language Programs at the School or other Special Programs in accordance with Applicable Law. Each party shall comply with Applicable Laws, including but not limited to, IDEA and Section 504, as necessary to carry out its responsibilities under this Agreement.

1. *Dyslexia Services*. OP shall be responsible for providing dyslexia intervention and support services. Any allotment received by the District for services to students with dyslexia shall be allocated to OP in accordance with Paragraph 14.04.

2. *Specialized Learning Environments*. The Parties shall collaborate regarding the placement of students in other District Special Education programs and facilities as determined by the Admission, Review, and Dismissal ("ARD") committee. Special Education funds shall follow the student and be allocated to the campus implementing the student's Individualized Education Plan ("IEP") and related services.

9.01.6. *Record Keeping*. District and OP will coordinate record keeping in order to comply with federal and state law. OP shall appoint and employ personnel responsible for maintaining necessary School records, which shall include, but not be limited to, student attendance, student grades, accounting for all Federal and State Funds used at the School, and any and all records required to be entered into TEA's Public Education Information Management System ("PEIMS").

9.01.7. *OP School and Regional Support*. OP shall ensure that at least one staff member from Third Future Schools Texas, who is proficiently trained in implementing OP's instructional model, will provide on-site support and oversight to the School not less than quarterly each school year. OP's school leader will also be proficiently trained in implementing OP's instructional model with appropriate support from Third Future Schools Texas.

9.02 <u>District Responsibilities</u>. The District shall maintain control of and shall be responsible for the below listed activities which are limited to the following:

9.02.1. *Student Transportation*. The District shall provide all necessary student

transportation to and from the School and to and from school related activities ("regular student transportation routes"). Any transportation needs outside of the District's regular student transportation routes, including, but not limited to, field trips and regular attendance days at the School that are not regular attendance days for other District schools, shall be contracted back to the District and paid for by OP. District, at their sole discretion, reserves the right to deny transportation services to the OP in the event of inclement weather. OP will reimburse the District for the cost of transportation employees who work attendance days for OP that are not regular attendance days for other District schools. The cost of student transportation is included in the 18% administrative fee, as described in Section 14.02 of the contract.

9.02.2. *Building Maintenance and Custodial Services.* The District shall maintain the School campus and Facilities by overseeing and contracting for the regular maintenance of the campus by janitorial staff, groundskeepers, and maintenance personnel. The District shall provide janitorial services at the School in the same manner and at the same level of quality as for the remainder of the District's schools. Both Parties shall comply with Applicable Laws regarding standards of safety and health of students. The District shall be responsible for routine maintenance and major repairs of the School including upgrades, HVAC equipment, roof repairs, and parking lot repairs. OP shall immediately (no later than 12 hours after discovery of any concern) notify the District of any immediate and urgent repairs needed at the School. The cost of building maintenance and custodial services is included in the 18% administrative fee, as described in Section 14.02.

9.02.3. *Building Utilities*. The District shall provide the utilities necessary to operate the School, which will be charged back for actual cost to the OP on a regularly scheduled basis. The cost of building utilities included in the 18% administrative fee, as described in Section 14.02.

9.02.4. *Food Services*. The District shall provide food and cafeteria services to the School in accordance with applicable federal, state, and local laws and regulations. To the extent required by law or rule, OP shall coordinate with the District for reporting to third parties regarding student eligibility, claims, and counting for meals provided to students. The cost of food service is primarily funded with the Federal Child nutrition grant, and any related costs not eligible for the grant are included in the 18% administrative fee, as described in Section 14.02

9.02.5. *Special Education*. OP may elect to utilize District vendors or staff, as determined by the District, to provide Special Education related services at the School as well as diagnosticians and Licensed Specialists in School Psychology, which will be billed to the OP after services are rendered and shall be billed in accordance with the pricing schedule set forth in Addendum A-10 and the invoicing process set forth in Section 14.03 of this Agreement. The District will be responsible for all education services for students placed in Special Education programs or facilities outside of the School, as described by Paragraph 9.01.5 and special education funding shall follow that student. Regarding any special education students receiving instructional and related services in a center-based classroom or unit at the School, the District shall be responsible for subsidizing the excess cost required

to appropriately staff the program in accordance with each student's individualized education program (IEP), up to a maximum of 22% of the Special Education revenue earned by the campus. The OP shall provide a detailed invoice for any costs for which the District's subsidy is requested, not to exceed the 22% cap.

9.02.6. *Health Services*. The OP will be responsible for funding the cost of the school nurse. The OP may purchase this service from the District at the rate listed in Addendum A-10.

9.02.7. *Campus Security*. District shall provide staff, and oversee the School's security operations, including, peace officers, as required by law. OP herein agrees to fulfill all campus safety and security responsibilities at the School, as outlined in Applicable Law and TEA regulations that would otherwise be the responsibility of the District. Campus Safety Officers (Hall Monitors) will be up to the discretion of the OP, and the OP will be responsible for their employment if they choose.

ARTICLE X. SCHOOL OPERATIONS

10.01 OP's Governing Board. OP represents that a true and accurate list of its current directors ("Directors") is attached to this Agreement as Addendum A-4. If there is any change to the Directors during the Term of this Agreement, OP shall provide written notice to the District of the change within thirty (30) days. No District Board of Trustees member, Superintendent, or any staff member responsible for granting this Agreement shall be appointed to OP's Governing Board. District staff may not comprise a majority of OP's Governing Board.

10.02 Budgetary Authority of OP. OP has sole authority to approve or amend the budget for the School and to make expenditures thereunder relating to any matter involving academic curriculum, the instructional program, or other matters related to OP's responsibilities and obligations under this Agreement.

10.03 School Leadership. The Chief Administrator ("Executive Director") of the School shall be the assigned agent of the OP, who will monitor, direct, and supervise the Head of School ("Principal"). The Principal shall be appointed and employed by OP.

10.03.1. *OP Employee*. OP shall hire and manage at least one employee at the School, which may be, but is not limited to, the Executive Director.

10.04 Grade Levels. Beginning in the 2026-2027 school year, the School will serve students in grades Pre-Kindergarten through 5. OP shall not serve any other grade level at the School without the written consent of the District.

10.05 Attendance Area. The School's attendance area ("Attendance Area") shall be defined as the area designated in Addendum A-5 to this agreement, subject to TEC § 12.065.

10.06 Enrollment Policies. In addition to students subject to the District's in-district transfer policy, any student who resides in the Attendance Area may attend the School. The

Parties will collaborate and agree on a process for enrollment of students into the School. Prior to implementing any plan to increase capacity at the School, the District shall provide notice to OP, afford OP an opportunity to comment on the plan, and coordinate any such capacity increase with OP. In addition to the agreed-upon enrollment policies, the following applies:

10.06.1. *Discrimination Prohibited*. OP is prohibited from discriminatory admission, suspension, or expulsion of a student on the basis of a student's national origin, ethnicity, race, religion, disability, gender, or academic achievement.

10.06.2. *Enrolled Students*. All students attending the School shall be enrolled in the District.

10.06.3. *Students Residing Outside of the School's Designated Attendance Zone*. Students who wish to enroll at the School, but reside outside of the School's designated attendance zone, may apply for admission and transfer in accordance with the District's then-applicable admissions policies and procedures. Preference shall be given to students who reside within the District's defined boundaries.

10.7 Discipline and Expulsion Policies. OP shall implement student discipline, suspension, and expulsion policies in compliance with Applicable Law, including, but not limited to, TEC Chapter 37. The District encourages the OP to engage in restorative practices while disciplining students. The OP will ensure that out-of-school suspensions do not exceed the district average for comparable schools. OP will utilize and align with the District's student discipline policies and practices including for the Disciplinary Alternative Education Program ("DAEP"). The Parties agree that OP will conduct all suspension hearings and the District will conduct all expulsion hearings. OP shall re-admit students placed in the District's DAEP after completion of their disciplinary assignment or re-admit students after completion of their expulsion order. OP shall abide by all Applicable Laws regarding due process and concerning the discipline of students with disabilities.

10.8 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. District shall collaborate with the OP in reviewing the District's policies and schedules to align the School's schedule to enable the District to provide transportation for students enrolled in the School in an efficient manner, though transportation provided on days and at times that do not align to the District's instructional calendar and uniform start and end times may result in an additional charge for transportation that is not included in the 18% Administrative fee. OP's schedule shall comply with the State of Texas' required minutes of instruction. OP agrees to provide this information to the District no later than forty-five (45) days before the start of school.

10.9 District Meetings, Initiatives, and Training. School staff under the supervision and control of OP will not be required but may participate in District training events or other meetings at the direction of the OP and prior approval of District. OP agrees that all School staff shall comply with and receive training required by Applicable Law.

10.10 Contractor Criminal History Background Checks. The District shall conduct criminal history background checks for all vendors and contractors selected by the District as well as for all District employees. OP shall conduct criminal history background checks for all vendors and contractors selected by OP as well as for all OP employees, or OP may contract with the District for such checks. The District and OP shall adhere to reporting requirements, definitions, and laws further detailed in Paragraph 11.03. Either Party's failure to comply with this Paragraph's reporting requirements shall amount to a Material Breach of this Agreement, after the expiration of (60) days after written notice and the failure to cure by a Party.

10.11 Technology Infrastructure; Network Services. The District shall continue to provide existing technology equipment to include computers, tablets, monitors, tablets, etc. The Operating Partner will be responsible for replacing devices for students and staff. The District shall also continue to provide network infrastructure and will continue to maintain and repair internet technology infrastructure equipment and improvements at the School as District will do for other similarly-sized District schools. OP shall collaborate with the District prior to purchasing technology hardware or software to ensure consistency between the District standard equipment and software alignment and the needs of the School.

10.12 Media Requests. The Parties agree to collaborate on responses to any media requests or press releases related to the School. The Parties shall collaborate prior to responding to any media request or making a press release and further agree that any statement made will have prior approval by each Party, which shall be reasonably and timely granted. This requirement does not apply to: (a) general communications regarding OP or the District that may include references to the School, or (b) crisis communications regarding the School.

10.13 10.13 Communications with Students' Parents. The Parties agree to jointly approve a protocol for communications with students' parents within sixty (60) days of the execution of this Agreement.

ARTICLE XI. STAFFING

11.01 Employment. OP is under no obligation to hire or contract with any person currently employed or contracted by the District in any capacity. Faculty and staff of the School, including, but not limited to, the School Leader, other administrators, teachers, and teaching assistants that are hired by OP are employees of OP and not of the District. The Parties acknowledge and understand that employees of OP are not subject to the District's compensation and benefits plan or contract or rights under personnel policies or procedures and that OP has sole authority over hiring, assignment, evaluation, development, advancement, compensation, continuation, and all other terms of employment with respect to OP's responsibilities detailed in Paragraph 9.01 of this Agreement and in accordance with OP's personnel policies.

11.02 Employee Documentation. Each Party shall be responsible for the formal documentation of the work performance of their respective employees. OP shall collaborate with the District to provide information to the District's Human Resources Director or

other designee regarding the work performance of District employees assigned to the School.

11.03 Criminal History Background Checks. Unless contracted for by the District as stated in Paragraph 10.10, OP 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 and the School's employees shall adhere to the laws set forth in Chapter 22, Subchapter C, Texas Education Code and 19 Texas Administrative Code §153 Subchapter DD. The District and OP are each considered an "educational entity" subject to the reporting requirements of Chapter 22A, TEC, and each is obligated to comply with the provisions of that chapter in regard to their respective employees. OP shall notify the District of any unlawful conduct or criminal misconduct or any misconduct which would require a report to TEA or the State Board for Educator Certification, pursuant to Chapter 22A, that is discovered by or reported to the School's Principal or other OP official immediately, but not later than within forty-eight (48) hours of such discovery or report. Failure to report to District as set forth in this Agreement shall constitute a Material Breach and allow District to terminate this Agreement, in accordance with Article IV and Section 10.10 of this Agreement. OP and the District shall cooperate with any subsequent investigations, as necessary to fulfill either Party's obligations under Applicable Law or policy.

11.04 Child Abuse Reporting. All District and OP employees including those assigned to the School shall comply with all Applicable Law governing mandatory child abuse and neglect reporting, including but not limited to the Texas Family Code Chapter 261, TEC §§ 38.004, and 38.0041, and 19 Texas Administrative Code § 103.1401.

11.05 Certified Personnel. The School's personnel shall, at a minimum, have the qualifications required by Applicable Law for the assigned role, except to the extent a requirement has been lawfully waived, or the individual is subject to a lawful exemption.

11.06 Employment Records. OP is responsible for maintaining the employment records for all OP personnel at the School. All employment records of OP employees only are the property of OP.

11.07 Employee Complaints and Grievances. The Parties agree that the District's employees' complaints and grievances will be governed by the District's policies and OP's employees' complaints and grievances will be governed by OP's policies.

11.08 Non-Solicitation. Both Parties agree not to hire any employee from the other Party without first conducting a reference check with the employee's current supervisor (or Human Resources Department, if preferred by supervisor), and until it receives written confirmation that the employee has been released from any contractual obligations with the other Party. For lateral hires, both Parties agree to make a good faith effort to hire any staff members making a lateral (same/similar position) transfer across organizations within a mutually agreed upon transfer window. This window will be set together annually for the coming school year before June 30. If a lateral transfer opportunity falls outside of the

transfer window and while the employee is under current contractual obligations to its current employer, the current employer must determine whether to release the employee's contractual obligation. Such release shall not be unreasonably withheld. For promotions, both Parties agree to make every good faith effort to hire staff applying for a promotion across organizations within the mutually agreed upon transfer window. If a promotion opportunity falls outside of the transfer window, both Parties agree to work together to ensure that the transition does not unnecessarily negatively affect student learning. Nothing in this Paragraph alters the nature of the ongoing relationship between any employee and his/her employer.

11.09 Teacher Retirement System. An employee of the OP is eligible for membership in and benefits from the Teacher Retirement System of Texas if the employee would be eligible for membership and benefits if holding the same position at the District.

11.10 Removal of District Personnel. OP shall have the sole authority to request removal of any District employee or District contractor assigned to the School. Prior to the removal of any District employee from the School, OP shall provide to the District any required documentation, after which, the District shall grant the request within twenty (20) calendar days. In the event that OP seeks to prevent any District employee from returning to the School for the upcoming school year, OP shall notify the District no later than March 1 of the current school year. In this event, the District may still require that OP submit any required documentation to the District Human Resources Department.

11.11 Restrictions. The School's employees shall comply with all applicable nepotism restrictions applicable to the District, including but not limited to those found in Texas Government Code Chapter 573, and those in the Texas Administrative Code. All persons employed by the District prior to the Commencement Date of this Agreement and assigned to work at the School by the District, will be considered "grandfathered in" and exempt from nepotism restrictions.

ARTICLE XII. ACADEMIC PLAN

12.01 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 Middle Curriculum), lesson plans, instructional strategies, and instructional materials, as defined in TEC, §31.002(1), to be used at the School. This authority includes sole 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, and other statutorily defined student populations.

12.02 Educational Plan or Academic Model. OP will implement the education plan described in its proposal to operate the School, attached as Addendum A-6. The OP will include in the plan the vision for the School, including its culture, curriculum, assessment program, instructional strategies, talent recruitment and management strategies, professional development activities or programs, evidence that the aforementioned strategies and programs can be effective with the student population served at the School,

and the management routines and practices to be implemented by the OP in managing the staff and academic programs at the School. OP will ensure that the curriculum satisfies the minimum requirements outlined in 19 TAC §74.2. OP agrees to notify the District of any significant alteration of this plan within ten (10) business days.

12.03 Selection of Instructional Materials. OP has sole authority to select instructional materials (as defined in TEC, §31.002(1)) for the School and represents that selected materials will align with the Texas Essential Knowledge and Skills ("TEKS"), or its successor, and any other standards that may be required under Applicable Law.

12.04 Assessments. OP has sole authority over the selection and administration of student assessments not required by federal or state law. The OP will adhere to the District's state assessment schedule.

12.05 Extracurricular Programming and Participation. Students enrolled at the School may join any extra-curricular activity offered to District students to the same extent as other students so long as participation does not interfere with the School's schedule, tutorials, or other parts of the Program as determined by the OP Principal and so long as such participation adheres to the rules and guidance of the University Interscholastic League ("UIL"). The OP will be responsible for funding the cost of extracurricular programming at the school site.

12.06 Student Behavior. Students enrolled at the School will be required to follow the OP's Student Code of Conduct as presented in its proposal to operate the School and attached as Addendum A-6. OP agrees to notify the District of any modification of its Student Code of Conduct in writing at least sixty (60) days in advance of implementation. OP agrees that it will not modify DAEP or expulsion provisions without consent of the District; provided, however, that such consent shall not be unreasonably withheld or delayed. OP agrees that a student shall not be suspended or expelled from the School for attendance or academic performance reasons. OP shall pay the District $130 per day for any student OP assigns to the District's DAEP. The District will reserve 4 seats for the OP's use at the DAEP. Any seats beyond 4 will require the provision or payment of staff to accommodate. Any special education services will need to be provided for or paid for in addition to the staffing costs above.

12.07 Due Process. OP will cooperate with the District to ensure that due process is afforded with respect to student removals and expulsions and in alignment with District student discipline policies and practices.

ARTICLE XIII. FACILITIES

13.01 Facilities. The District shall provide Facilities, in the form such facilities were dedicated to use by the School during the 2025-2026 school year, including classrooms, office furniture, equipment, and storage areas for the School. Prior to the Possession Date, as defined by Paragraph 13.03 below, the District and OP shall conduct a walk-through of the Facilities, during which OP may designate which furniture, equipment, and supplies shall be removed by the District. The District shall honor any such request within thirty (30)

calendar days. Facilities do not include classroom materials (e.g., books, notepads, pencils, etc.) or any other resources needed to deliver the School's academic curriculum. OP shall maintain all portions of the School in a safe, neat and orderly manner.

13.02 Ownership. The Parties acknowledge that all Facilities are owned by the District. Nothing in this Agreement conveys an ownership interest in any form to real or private property of the Facilities or its premises in favor of OP, which any claim of ownership interest OP disclaims in full.

13.03 Permitted Use. In accordance with Paragraph 2.04, beginning on July 1, 2026 ("Possession Date"), and during the Term of this Agreement, OP may use and occupy the Facilities solely for the operation of the School as permitted by this Agreement and Applicable Law. To the extent OP wishes to use the Facilities for educational activities, separate from the School but associated with its educational purposes, OP shall seek approval from the District, and such approval shall not be unreasonably denied; provided, however, that OP will remain responsible for all costs incurred by the District for such further use of the Facilities. Any use of the Facilities by any other individual, group, or organization shall be governed by the District's facilities use policies and subject to the appropriate cost for use of the facilities.

13.04 Furniture and Equipment for Classrooms and Instructional Areas. In consultation with OP regarding the furniture and equipment needs of the OP classrooms, the District will supply existing chairs, desks, bookcases, bookshelves, file cabinets, computer tables, conference tables, and other furniture as reasonably required for the School. Such furniture and equipment will be substantially the same as furniture and equipment provided in other classrooms for the same grade level and/or same subject at other District schools. OP also may furnish other furniture, fixtures, and equipment, at its cost and expense, as OP determines is required to implement OP's instructional program. The title to all furniture and equipment supplied by the District for use by OP remains vested in the District. The title to all furniture and equipment provided by the OP, without respect to source of funds, remains vested in OP. Each Party shall tag and identify its personal property so that ownership is clear. Each Party shall maintain an inventory list of all of its assets located at the school according to its own inventory control policies. Assets provided through the District's agreed-upon start-up capital contribution, even if procured by the OP, will remain the property of the District.

13.05 Fixtures and Alterations. OP may attach non-permanent materials and fixtures to the walls of the School's classrooms but may not make any other alterations (including adding or removing fixtures) in or to the School's classrooms or any other part of the District's facilities used by OP that would alter the walls, floors, or any other permanent structure of the District's premises without prior written consent of the District.

13.06 Surrender of the Facilities. On the termination of this Agreement, OP shall leave the Facilities in the same condition in which they were received unless otherwise agreed upon in writing. Reasonable wear and tear from use will be accepted. OP shall return and surrender to the District all exterior and interior door keys, security access cards, mailbox keys, and improvements that were provided to OP by the District. The obligations under this

Paragraph shall survive the termination of this Agreement.

ARTICLE XIV. FINANCIAL MATTERS

14.01 Payment Sources & Structure. The Parties understand that this Agreement allows for OP to receive the District's usual funds from the State's Foundation School Program ("FSP Funds") that all eligible students within the District receive, as well as federal funds received for services to students enrolled at the School, and to receive additional Senate Bill 1882 funds ("SB 1882 Funds") for those eligible students due to this partnership Agreement as described in Addendum A-11 – Calculation Model for Revenue Distribution. For purposes of this Agreement, FSP funds are based primarily on the weighted average-daily-attendance ("WADA") allocation received by the District under TEC Chapter 48, Tiers I and II for eligible students enrolled in the District and in actual attendance at the School.

14.02 Fee for District Services. During the Term of this Agreement, the District shall retain eighteen (18%) of all FSP Funds to cover the cost of the District's services provided in accordance with Section 9.02 of this Agreement and Addendum A-9 and to cover the cost of the District's administrative services, which includes an allocation for mandatory state and federal reporting and data system administration and authorizing oversight ("District Funds"). The District shall retain only the amount designated as the Administrative Fee and shall not retain or charge OP for any other fee or expense except as provided for in Section 9.02.1 and Addendum A-9 of this Agreement for student transportation, in Section 9.02.5 of this Agreement pertaining to Special Education Services, and in Section 14.03 of this Agreement pertaining to Optional District Services and shown in Addendum A-9. OP shall receive the remaining of all combined FSP Funds and SB 1882 Funds to operate and manage the School ("OP Funds"). Federal grant entitlement funding shall be distributed to OP in accordance with Section 14.06 and Addendum A-11 of this Agreement. Both Parties acknowledge and agree that the goal of this Agreement is to focus effort, money, assistance, and aid to the School's students The Parties agree that after two years of operation of this Agreement, the Parties will evaluate the finances and enrollment of the School and may reasonably consider redistributing funds under this Agreement.

14.03 Optional District Services. Optional District Services are available to OP in the categories and at the prices set forth in Addendum A-9. OP's cost for Optional District Services shall not exceed the cost charged to other campuses in the District for the same services. OP and District will collaborate to establish a projected annual cost for the Optional Services that the OP plans to purchase. Based on the projected cost, the District may deduct the prorated cost from OP's monthly revenue allocation. Periodically, throughout the term, the OP and District will reconcile the actual accumulated costs and the projected annual costs being deducted and will adjust the deductions accordingly. After the District's costs are finalized at year-end, a final reconciliation of goods and services purchased will be provided, and revenue deductions will be adjusted, if necessary.

14.04 Determination of Per Pupil Funding Allocation. In consideration of the services provided under this Agreement, the District shall pay OP for each school year of the Term. For the 2026-2027 school year ("Initial Year"), OP shall earn funding according to

the student allotment estimated calculation in the State Aid Template based initially upon projected enrollment. Funding estimates will be re-calculated periodically throughout the school year based on PEIMS snapshot enrollment data for the appropriate grade levels. The revenue allotment calculations will be updated continuously based on PEIMS data received throughout the year.

14.04.1. *Budget and Funding for the 2026-2027 School Year*. The budget for the first year of operation of the School is included as Addendum A-8 and contains the estimate of the number of students the School is expected to enroll in ADA for the *2026-2027* School Year, which will be the estimated ADA on which the initial monthly payment of the Fee will be based for that school year. Funding estimates will be re-calculated periodically throughout the year based on the PEIMS snapshot enrollment data received each 6-weeks.

14.04.2. *Settle-up*. The budget is an estimated financial plan that is available prior to the beginning of the school year. The estimated ADA and weights will be adjusted to actuals based on PEIMS throughout the year to determine earned allocations. The actual amounts earned, and expenditures charged are not fully known until December of the year following the school year. Settle-ups will occur approximately every six weeks, beginning 3 months after the Commencement Date and a final settle-up to be completed by December 15 of the year following the applicable school year. The parties will meet regularly throughout the school year to identify and discuss planned vs. actual earned revenue and to make financial adjustments accordingly.

14.05 Distribution of Funding Allocation. Payments of the funding allocation set forth above shall be made in monthly installments on the 15th day of each month during the Term, commencing on July 15, 2026. Settle-up will occur on an ongoing basis throughout the year, with reconciliations conducted following each 6-week PEIMS reporting period to ensure that funding, enrollment, and related allocations are aligned with the most current data.

14.06 Federal Grant Entitlement Funding. Including the OP Funds defined in Section 14.02 of this Agreement, the District shall annually allot to OP a pro-rata share of the District's federal grant entitlement funding (i.e., Title I, and IDEA-B funding) based on student enrollment at the campus and as shown in Addendum A-11. The District shall not withhold any indirect cost from any category of federal grant entitlement funding. OP shall access federal grant entitlement funding through the District's process for spending reimbursement.

14.07 Campus Capital Start Up Funding. In addition to the funds owed to OP under Section 14.01 through Section 14.06 of this Agreement, the District shall pay OP the amount of $200,000 as consideration for campus capital start-up costs. The District shall pay the OP an amount not to exceed $200,000 as consideration for campus capital start-up costs. This funding will be provided on a reimbursement basis. Any capital purchases made with these funds will remain the property of the District. This start-up funding shall be remitted to OP with the first monthly installment due to OP on July 15, 2026.

14.08 Limitations. Notwithstanding any terms herein to the contrary, the District's obligation to compensate OP 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 School. In the event that such funding is not received the District shall not be obligated to pay OP, this Agreement shall be terminated in accordance with Section 4.02 of 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 to the date of such termination with remaining unearned and advanced funds returned to the District. This section shall not be construed to relieve the District of any responsibility or obligation to OP if the District fails to receive funding caused by a failure of the District to comply with requirements, in good faith, necessary for securing funding from the State of Texas.

14.09 Use of Federal and State Grants. Federal and state 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 such grant funds from TEA. In the event the District is ever required to refund any funds received from TEA specifically designated for any Federal or State grant program at the School, then it is understood and agreed that OP shall be liable for and shall refund such amounts received if OP failed to follow an applicable rule. The District may apply for District and/or School-specific grants and the School shall receive funds from any grants awarded the District based on a per-student allocation, provided the District shall only apply for School-specific grants in coordination with OP and with OP's written approval. Should OP fail to respond to a properly received written request for approval within seven (7) calendar days, OP's approval shall be presumed, and the District may proceed in applying for School-specific grants without OP's written approval. The District shall not be entitled to retain any portion of grant funds awarded directly to OP and managed solely by OP. Both the District and OP agree to use any such grant funds in accordance with and for the purposes specified in the grant's application and in the grant award.

14.010 Contracting, Purchasing and Procurement. Excluding services that the District provides to OP under this Agreement, OP may establish school-level systems for obtaining, procuring, contracting with, and paying its vendors for goods it acquires and services it provides under this Agreement and in accordance with Applicable Laws. 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 School.

14.10 Accounting and Audits. OP shall comply with generally accepted fiscal management and accounting principles. OP's annual financial reports will be provided to the District in Governmental Accounting Standards Board (GASB) format and its monthly financial reports will be provided in Financial Accounting Standards Board (FASB) format. The Parties shall comply with the financial performance goals detailed in Addendum A-3, which shall include, but is not limited to, a completion of OP's annual financial report with respect to operation of the School, receipt of an unqualified audit opinion with respect to operation of the School, and specific consequences in the event that OP does not meet the financial performance goals with respect to its operation of the School. In addition to any

audits required by Applicable Law, OP shall submit to the District within one hundred eighty (180) days following the end of each fiscal year during the Term of this Agreement, financial statements pertaining to operation of the School audited by an independent certified public accountant. The District shall also retain the right to conduct its own campus audit of the School and annual audit of OP's management of funds received for operation of the School as it deems necessary. Network share will not exceed 10%, with the remaining 90% of revenues allocated directly to support students. The OP will provide to District a campus income statement and a detailed transaction ledger of all expenditures for each campus on a semi-annual basis as described in Addendum A-3 – Student Outcome and Financial Performance Goals. 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.

14.11 Refund upon Termination; Over Allocation. In the event of termination during the Term of this Agreement, or an over allocation determined under TEC § 48.272 or otherwise, OP agrees to refund to the District, within sixty (60) days of the date of termination or over allocation determination, all advanced but unearned funds.

14.12 Transparency. Within ten (10) business days of OP's written request, District shall provide any formula's, documentation, budgets, financial statements, or any other materials that District used in determining any funding allocations, withholding of any funds, District Administrative Services under Addendum A-9, or administrative costs that affect OP's financial circumstances under this agreement. OP's requests shall be narrowly tailored to those documents or items that it requires for a specific purpose and OP agrees to pay the direct and documented costs for the District's production of such items.

ARTICLE XV. RECORDS AND REPORTING

15.01 Records Management System. The Parties shall maintain a records management system that conforms to the system required of school districts under the Local Government Records Act, § 201.001 et seq., Local Government Code, and rules adopted thereunder; provided, however, that records subject to audit shall be retained and available for audit for a period of not less than five (5) years from the latter of the date of termination or renewal of this Agreement.

15.02 State and Federal Reporting. OP shall report timely and accurate information to the District for District compliance with all applicable state and federal requirements. The District shall provide OP with a schedule of reporting requirements and deadlines for OP's compliance. The schedule shall be provided on an annual basis. OP shall report information in the manner requested by the District and correct any demonstrable errors as requested by the District.

15.03 Lawful Disclosure. The Parties agree to comply with all requirements of the FERPA and the Texas Public Information Act ("TPIA"). In the event that the District is

required to furnish information or records of the School pursuant to the TPIA, OP shall furnish such information and records to the District, and the District shall have the right to release such information and records. Either OP or the District may object to disclosure of information and records under FERPA or the TPIA.

ARTICLE XVI. INTELLECTUAL PROPERTIES

16.01 Proprietary Materials. To the extent applicable, each of the Parties shall own its own intellectual property including without limitation all trade secrets, know-how, proprietary data, documents, and written materials in any format. Any materials created exclusively by the District for the School shall be owned by the District, and any materials created exclusively by OP for the School shall be OP's proprietary material, regardless of the funding source used to create such materials. The Parties acknowledge and agree that neither has any intellectual property interest nor 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.

16.02 Name. OP owns the intellectual property right and interest to all of its intellectual property, including, but not limited to, the names "Third Future Schools-Texas" and "Third Future Schools" ("Third Future Names"). The Parties agree that the Third Future Names may be used by the District during the Term of the Agreement. The Parties agree that after the expiration or termination of this Agreement, the District shall not use the Third Future Names for its own individual purposes.

ARTICLE XVII. INSURANCE

17.01 Insurance Coverage. OP shall secure and keep in force during the Term of this Agreement commercial general liability and professional liability insurance coverage, including contractual coverage, and automobile liability insurance coverage, with minimum liability limits of $1,000,000 per occurrence, with a $2,000,000 annual aggregate. In addition, OP shall secure and keep in force sexual misconduct and molestation coverage as of July 1, 2026, applying the same minimum liability limits as above. The District is to be named as an additional insured under such coverage for any liability arising, directly or indirectly, under or in connection with this Agreement, or with regard to the operations of the School or any event arising therefrom. OP shall also maintain (a) broad form casualty coverage for all personal property located or used at the School, including the Furnishings, which coverage shall be on a full replacement value basis, and (b) worker's compensation insurance to the extent required by the laws of the State of Texas. Any deductible or other similar obligation under OP's insurance policies shall be the sole obligation of OP and shall not exceed $25,000. The District shall maintain its current loss prevention or self-insurance plan on the Facilities and on its personal property and commercial general liability coverage applicable to any services it provides at the School, in substantially the same manner as it maintains such insurance with respect to other District schools. Notwithstanding the foregoing requirement regarding insurance coverage, the District shall have the right to

insure or self-insure part or all of said insurance coverage in the District's sole discretion, which may be changed in the future as determined by the District.

17.02 Form of Policies. All of OP's insurance policies shall be issued by insurance companies qualified to operate in Texas and otherwise reasonably acceptable to the District. Such policies shall name the District, and such other related parties as the District elects, as additional insureds. Evidence of insurance shall be delivered to the District five (5) days prior to the Effective Date of this Agreement and thereafter within thirty (30) days prior to the expiration of the term of each such policy, or immediately upon OP's obtaining a new policy. Such coverage may be maintained under a blanket insurance policy of OP.

17.03 Evidence of Insurance. Upon request, a Party will furnish a certificate of insurance to the other Party evidencing the required coverage within thirty (30) days after the Possession Date of this Agreement and annually thereafter. Each Party will provide to the other Party notice of any cancellation or material adverse change to such insurance within thirty (30) days of such occurrence.

17.04 Cooperation. To the extent that it is reasonably practicable, each Party will comply with any information or reporting requirements required by any of the other Party's insurers.

ARTICLE XVIII. INDEMNIFICATION

18.01 TO THE EXTENT PERMITTED BY APPLICABLE LAW, OP AND THE DISTRICT AGREE TO COMPLY WITH THE FOLLOWING INDEMNITY PROVISION:

EACH PARTY (the "Indemnifying Party") covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the OTHER PARTY and the elected officials, employees, officers, trustees, directors, volunteers and representatives of the OTHER PARTY, individually and collectively, in their official and individual capacities, (the "Indemnified Party"), from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death or property damage, made upon the Indemnified Party directly or indirectly arising out of, resulting from or related to this Agreement or the Indemnifying Party's activities under this AGREEMENT, including any acts or omissions of EITHER INDEMNIFIED PARTY, any agent, officer, director, representative, employee, consultant or subcontractor of EITHER INDEMNIFIED PARTY, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this AGREEMENT. IN THE EVENT OP AND THE DISTRICT ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE PARTIES UNDER TEXAS

LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this MUTUAL INDEMNIFICATION are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity or third-party.

EACH PARTY shall advise the OTHER PARTY in writing within twenty-four (24) hours of any litigation claim or demand against EITHER PARTY related to or arising out of the Agreement or the activities under this AGREEMENT.

ARTICLE XIX. GENERAL AND MISCELLANEOUS

19.01 Entire Agreement; Order of Precedence. This Agreement, including all referenced attachments and terms incorporated by reference contains the entire agreement of the Parties. All prior representations, understandings, and discussions are merged into, superseded by and canceled by this contract. In case of conflict, the order of precedence of the documents constituting this Agreement is as follows, each listed document superseding in the event of any conflicting provision in a later listed document: (1) this Agreement; (2) Addendum A-1; (3) Addendum A-6; and (4) all other addenda to this Agreement. Any future amendment of this Agreement shall be in writing and shall be signed by both Parties.

19.02 Severability. The Parties intend that each provision hereof constitute a separate agreement between or among them. Accordingly, the provisions hereof are severable and in the event that any provision of this Agreement shall be deemed invalid or unenforceable in any respect by a court of competent jurisdiction, the remaining provisions hereof will not be affected, but will, subject to the discretion of such court, remain in full force and effect, and any invalid or unenforceable provision will be deemed, without further action on the part of the Parties, amended and limited to the extent necessary to render the same valid and enforceable and reflect the intent of the Parties.

19.03 Waiver. No waiver of any provision of this Agreement will be effective unless in writing, nor will such waiver constitute a waiver of any other provision of this Agreement, nor will such waiver constitute a continuing waiver unless otherwise expressly stated.

19.04 Venue and Jurisdiction. OP and the District agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in San Antonio, Texas. Any action or proceeding to enforce the terms of this Agreement or adjudicate any dispute arising out of this Agreement shall be brought in a court of competent jurisdiction in Bexar County or in the United States District Court for the Western District of Texas, San Antonio Division.

19.05 Governing Law. The laws of the State of Texas, without regard to its conflict of law's provisions, will govern this Agreement, its construction, and the determination of

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any rights, duties, obligations, and remedies of the Parties arising out of or relating to this Agreement.

19.06 Assignment. Except as otherwise provided in this Agreement, neither Party may assign or delegate any rights or obligations under this Agreement without the prior written consent of the other Party.

19.07 Successors and Assigns. This Agreement will be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

19.08 Headings and Captions. The headings and captions appearing in this Agreement have been included only for convenience and shall not affect or be taken into account in the interpretation of this Agreement.

19.09 Competition. OP, its subsidiaries, and/or its related entities shall not fund or operate any educational institution in the District's Attendance Area during the Term of this Agreement unless such educational institution is authorized by the District.

19.10 Days. Any timeline in this Agreement referencing "days" shall mean business days on which the District is open for school as set forth in its school calendar unless otherwise clearly stated.

19.11 Notice. Any notice or communication required or permitted hereunder shall be given in writing, sent by (a) personal delivery, or (b) expedited delivery service with proof of delivery, (c) United States mail, postage prepaid, registered or certified mail, or (d) via facsimile, telegram or e-mail, address as follows:

If to the OP:	If to the District:
Mr. Zach Craddock	Dr. Jaime R. Aquino
Third Future Schools-Texas	San Antonio ISD
Chief Executive Officer	Superintendent
411 W. Monroe St.	514 W. Quincy St.
Austin, TX 78704-3025	San Antonio, TX 78212

19.12 Force Majeure. If the performance of this Agreement or any obligations hereunder is prevented by reason of epidemic, pandemic, earthquake, hurricane, fire, flood or other casualty, or due to strikes, riot, storms, explosions, acts of God, war, terrorism, governmental or court order, or a similar occurrence or condition beyond the reasonable control of the Parties, the Party so affected shall, upon giving prompt written notice to the other Party, be excused from such performance during the period of prevention. Notice must specifically reference this section and identify the start date and predicted or known end date of the Force Majeure preventing performance. To the extent that this Agreement cannot be continued due to Force Majeure, the termination provisions set forth in Section 4.02 shall apply.

19.13 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one

and the same instrument.

{Signature Page Follows}

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Entered into this ____ day of _____, 2026

By: _____
Dr. Jaime R. Aquino
Superintendent, San Antonio Independent School District

By: _____
Ms. Alicia Sebastian
Board President, San Antonio Independent School District

By: _____
Mr. Zach Craddock
Chief Executive Officer, Third Future Schools-Texas

By: _____
Mr. Conrad Coleman
Board President, Third Future Schools-Texas

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ADDENDA REFERENCE

Addendum 1: SAISD Charter Policy

Addendum 2: Third Future Schools Board Adopted School Policies

Addendum 3: Student Outcome and Financial Performance Goals

Addendum 4: OP Governing Board

Addendum 5: School Attendance Area

Addendum 6: OP Charter Proposal (Application)

Addendum 7: Facility Plan

Addendum 8: First Year Budget

Addendum 9: District Administrative and Optional Services

Addendum 10: Menu of SAISD Staffing Services – Hourly Rates

Addendum 11: Calculation Model for Revenue Distribution

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Addendum A-1: SAISD Charter Policy

(Document begins on following page)

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E – Instruction No. 27	E27
Revised: October 25, 2021	
Posted: October 26, 2021	

IN-DISTRICT CHARTER SCHOOLS AND SENATE BILL 1882 PARTNERSHIPS

This administrative procedure covers the authorization and oversight of in-district charter schools and Senate Bill 1882 partnerships at San Antonio ISD, as required by SAISD Board Policy EL(LOCAL).

TABLE OF CONTENTS

I. In-District Charter Schools Overview
II. Types of In-District Charter Schools
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VIII. Senate Bill 1882 Partnerships

I. IN-DISTRICT CHARTER SCHOOLS OVERVIEW

An in-district charter school is an SAISD school that has been granted a "charter" by the SAISD Board of Trustees. State law allows school boards to grant in-district charters to educators who are interested in creating new, high-quality schools or redesigning neighborhood schools. In-district charter schools are subject to many of the same laws as regular district schools, such as laws on state accountability, special education, and student safety. However, the Board of Trustees has the ability to grant increased autonomy to in-district charter schools over the use of time, talent, and resources, in return for greater accountability for student achievement.

The theory of action behind in-district charter schools is that by empowering educators with the autonomy to design and run high-quality schools, SAISD will increase the number of best-fit school options that students can access, regardless of their academic abilities or where they live. In addition to this administrative procedure, more information on in-district charters at SAISD may be found at www.innovatesaisd.org.

The phrase "in-district charter school" is used in this procedure to clarify that these schools remain SAISD schools with SAISD students. "In-district charter school" may also be abbreviated to "charter school" in this procedure; both phrases have the same meaning.

II. TYPES OF IN-DISTRICT CHARTER SCHOOLS

There are two types of in-district charter schools permitted by SAISD Board policy:

A. Campus Charter – In a campus charter, the staff and parents from an existing campus apply to become a charter school. The charter may cover the whole campus or a program within the school that serves a segment of the school's student body. Charters that are for a specific program only are sometimes referred to as "program charters". The rules for campus and program charters are the same, so this procedure will refer to them both as "campus charters".

B. District Charter – With a district charter, the Superintendent requests that the Board create a new charter school or redesign an existing school based on District need.

Both types of charter schools follow a similar process for creation (also known as "authorization"). After authorization, both types of charters are held accountable in the same way. The main difference between campus and district charters is that campus charters are required by law and policy to obtain petitions (votes) from their teachers and parents before seeking SAISD Board approval.

III. IN-DISTRICT CHARTER SCHOOL AUTHORIZATION

In order for the SAISD Board to consider authorizing (or approving) a new in-district charter school or a revision to an existing in-district charter, the school must follow the district's designated process for authorizing charters, which is called the Annual Call for Quality Schools. A high-level summary of the Annual Call is described below. A more detailed description of the process, along with current deadlines and all the required documents, may be found at: https://innovatesaisd.org/annual-call/. Organizations applying to become a Senate Bill 1882 partner with the District will also follow this process. (See Section VIII below for more information on Senate Bill 1882 partnerships.)

A. Before Applying

Before an applicant considers applying to become an in-district charter school, revise its charter, or become an SB 1882 partner, the applicant should learn more about what it means to be an in-district charter by contacting SAISD's Office of Innovation ("OI"). For existing schools, the school's leadership should also confer with the school staff to gauge interest. Participating in the Annual Call is a time-consuming process, so it is important that campus staff are fully invested. Upon request, OI staff can present to campus staff and potential SB 1882 partners on the in-district charter process, timeline, and requirements. Applicants should begin planning for this process at least one year before applying.

B. Letter of Intent

Each summer, OI will communicate to the public that the district is seeking proposals to design new schools or redesign existing schools through the Annual Call for Quality Schools. The process may be open to all schools or a select group of schools, and it may request proposals that include specific school models, or it may be intended for specific geographic areas of service. The Annual Call will align with the district's strategic plan and serve as a mechanism to ensure the availability of best-fit schools in every neighborhood across the district. In order to begin the process, interested schools must submit a non- binding letter of intent, which may be found here: https://innovatesaisd.org/resources/.

C. Application Development

Applicants will have several months to write their in-district charter application. OI will also host workshops designed to help applicants better understand the required components of the application and rubric. District staff are not involved in writing the application and are prohibited from doing so. The application templates may be found here: https://innovatesaisd.org/resources/.

D. Teachers and Parent Petitions for Campus Charters

Neighborhood schools that apply to become in-district charters and any existing campus charter schools that seek to revise their charter must obtain the support of at least 2/3 of classroom teachers and parents to move forward in the process. This is required by state law and board policy EL(LOCAL). Prior to asking teachers and parents to vote on the in-district charter, applicants will do an in-depth stakeholder map and conduct staff and parent engagement during the summer and fall. See Section IV below for a more detailed description of the requirements and process for charter petitions.

E. Application Evaluation and Recommendation

1. Overview

OI will convene an evaluation committee to assess submitted applications and ensure that only applications that "meet standard" under the evaluation rubric are recommended to the SAISD Board for approval.

2. Evaluation Committee.

OI staff will select committee members for the Evaluation Committee. Subject to OI discretion, the committee members may include campus principals, district leadership from relevant departments, as well as external education professionals. Committee members must have experience in public education and be able to review charter applications objectively. All committee members will be required to disclose any potential conflicts of interest they may have with an applicant.

Depending on the number of applications, there may be multiple evaluation committees, and there will be no less than three committee members on each evaluation committee. An OI staff person will facilitate the process. All evaluations are independent and objective, and all evaluation documents, including any notes from committee members, are considered public documents that are subject to Freedom of Information Act requests.

3. In-Person Application Review.

The first critical phase of the evaluation process is an in-person application review, which will consist of the following steps:

- OI will randomly assign charter applications to the committees. Each committee will meet in person to review their assigned applications together.
- The OI facilitator will provide each committee member a copy of the assigned charter applications, along with one scoring sheet per committee member, per application. The scoring sheet will be based on the published evaluation rubric.
- Each member of the committee will read the question silently and write a score for that section and offer written feedback or questions. After each person has a chance to score the question, the group will discuss the scores and develop a group score based on consensus. This means that the group as a whole must agree on a score for each question. If the committee cannot reach consensus on a question, the group score for that question will be the most frequently selected rating from the individual committee members.
- The committee will follow this process for every question of the application. The only portion of the scoring sheet that the committee will not complete is the score for the capacity interview, which is described below.
- The group score will be the official score provided to applicants and the SAISD Board, but OI will maintain all individual scoring sheets for record-keeping purposes. All scoring sheets are available to the public upon request.
- Each committee member will sign and date his or her own scoring sheets, and the entire group will sign and date the group consensus scoring sheet.
- The OI facilitator will have his or her own individual scoring sheet and will also record the group consensus score on a separate scoring sheet. (As an example, if there are 3 charter applications and 5 members on the evaluation committee, there will be 15 individual scoring sheets and 3 group scoring sheets at the end of the exercise, for a total of 18 scoring sheets.)
- OI will provide a copy of the final group consensus scoring sheet, with a summary of the individual committee members' feedback, to the applicant team prior to the capacity interview.

4. Capacity Interview

The second part of the evaluation is an in-person capacity interview in which committee members will have the opportunity to assess the applicant's ability to articulate the proposed plan, provide responses to clarifying questions, and otherwise defend their application. The interview will be scored on the same scoring sheet used in the application review.

The interview will be an in-person meeting with both the applicant team and the evaluation committee. The questions may be different for each applicant team, because they will be based on the committee's written feedback on the application.

At the conclusion of the interview, the applicant team will leave the room, and the committee will individually score the applicant team on their performance in the interview, using the scoring sheet from the application review. The committee will discuss their scores and generate a group consensus score on the interview. If the committee cannot reach consensus on a question, the group score for that question will be the most frequently selected rating from the individual committee members. The OI facilitator will record the group score.

5. Recommendation to SAISD Board.

After the application review and capacity interview is complete, OI will tally the scores and prepare a final Evaluation Summary. Applications in which a majority of responses received either "Met Standard" or "Exemplary" on the group consensus scoring sheet will be recommended to the Superintendent and Board of Trustees for approval. The recommendations will be presented to the Board at a public board meeting. Each applicant will receive a copy of the final Evaluation Summary prior to the Board meeting.

For applications that did not meet standard, if the committee determines that the application would require substantial revisions in order to meet standard, the committee will notify the school that their application will not be recommended for approval. If the committee determines that application could meet standard with minor revisions, the committee will provide a limited amount of time for the school to revise the charter application. The committee will then re-evaluate only the sections that were re-written. Schools that are not recommended for approval may apply again in future years.

F. School Performance Contracts

1. Performance Contracts Overview

Along with the in-district charter application, the Board of Trustees will also review and approve rigorous performance contracts for all in-district charter schools. These contracts are developed by OI and the SAISD Accountability, Research, Evaluation and Testing Department ("ARET Department"), in collaboration with the schools and partner, if applicable. The contracts will include metrics on STAAR achievement and growth, fidelity

to the charter, teacher and parent satisfaction, student attendance and attrition, and financial health. New charter schools will always receive an initial contract term of three years. On an annual basis, OI will monitor and publish school results at a public board meeting. Before the charter's contract term expires, the Board will review the school's results and determine whether to renew or revoke the charter or place the charter on probation. See Section VI below for more information on the charter performance review and planning process.

2. Creation and Approval of Tentative Contract Metrics

Performance contracts will be developed by OI in collaboration with the ARET Department. The ARET Department will create proposed metrics for a school's performance contract using the school's Performance Objectives as a baseline. (Performance Objectives are annual goals created by the ARET Department for every school each year based on historical performance data.) The draft performance contract metrics are intended to be rigorous, yet realistic and based on the school's baseline data. OI staff will review the proposed metrics and provide them to the school's principal and partner, if applicable, for review and feedback. OI will finalize the metrics with the ARET Department and submit them to the board in the form of a "tentative" performance contract for a three- to five-year term, in accordance with EL(LOCAL).

3. Finalizing Performance Contracts with Baseline Data

The Board will approve tentative performance contracts in the spring, but all contracts will be revised and finalized after baseline academic data is available in the fall of the following school year. For district schools that are converted into charter schools and for existing charter schools that have revised their charter, OI staff will hold a conference with the school's leadership team and partner, if applicable, in the fall of year one of the charter to review baseline performance data from the previous school year. For new startup schools without any baseline data, OI will hold a conference with the school's leadership and partner, if applicable, in the fall of year two of the school's operation to review baseline performance data from the school's first year of operation. Following these conferences, the tentative performance contract metrics will be updated and submitted to the Board of Trustees for approval. Thereafter, the SAISD Board and OI staff will monitor, evaluate, and publish in-district charter school performance on their contract goals on an annual basis.

G. SAISD Board of Trustees Review and Approval

The SAISD Board of Trustees serves as the authorizer for all in-district charter schools. OI will submit all recommended charter applications and performance contracts to the Board for consideration in a public board meeting. If an application is approved by the Board, it has become "authorized" as an in-district charter. No further action by the Texas Education Agency ("TEA") or any other governmental entity is required.

H. Federal Startup Grant

New in-district charter applicants may be eligible for the federal Public Charter School Program ("PCSP") grant, which is a one-time grant to support school planning and startup expenses like professional development and technology. (This is not a permanent infusion of school funding.) If a school has received a PCSP grant in the past, it will not be eligible for another grant. This is a competitive grant, so the award is not guaranteed. Awards are typically in the range of $800,000 per school over two years, but this is subject to change by TEA. Applications will be submitted by the SAISD Grants Department. Other than this competitive grant, there is no additional funding available to in-district charter schools.

I. In-District Charter Implementation

After a school is approved by the Board as a new or revised in-district charter, the school and partner, if applicable, will be expected to implement the programs and strategies described in the in-district charter application. Part of the application includes an implementation plan, which will be helpful as the school conducts professional development, selects a unique curriculum, restructures the school calendar, or employs whatever new strategies are included in the school's plan. OI will work with the school and relevant SAISD departments to execute any approved school autonomies over the use of time, talent, and resources. See Section V. below for more information on charter school autonomy.

J. Choice School and Student Enrollment

New startup schools that are authorized as in-district charter schools will be considered "Choice Schools" and will be subject Administrative Procedure F51 in regard to student enrollment. When neighborhood campuses go through the Annual Call for Quality Schools and are authorized to become an in-district charter, the neighborhood campus will be identified as a Choice School with an attendance boundary. For enrollment purposes, all students enrolled in the neighborhood school in the year it becomes authorized fall under Administrative Procedure F51 for the upcoming school year. However, the neighborhood school will not participate in the Choice Schools process until the following year (i.e., the first year that the school is operating as an in-district charter school).

IV. CHARTER PETITIONS FOR CAMPUS CHARTERS

A. Which Schools Must Collect Petitions

As required by state law and EL(LOCAL), the following schools must collect in-district charter petitions:

1. Existing schools that desire to convert into an in-district charter. An existing school is defined as a school with currently enrolled students.
2. Existing in-district charter schools that were created through the petition process and seek to revise their charter.

In-district charter schools that were created by the district and were not required to collect petitions when they were authorized do not have to collect petitions to revise their charter.

B. Number of Petitions Required

Pursuant to EL(LOCAL), schools that are required to collect petitions must obtain the support (votes) of 67% of classroom teachers and 67% of parents of enrolled students. For example, if a school has 20 teachers, and 14 vote yes, 4 vote no, and 2 do not vote, that school would have obtained a "yes" vote from 70% of their teachers, and therefore would be eligible for approval, assuming they obtain the required parent support as well. An abstention (i.e., not voting) counts as a no vote. State law requires the support of only a majority of teachers and parents, but the SAISD Board has set a higher threshold in order to emphasize the importance of teacher and parent engagement in the charter process.

C. Classroom Teacher Petitions

Only "classroom teachers" can vote. Under state law, "classroom teacher" means an educator who teaches in an instructional setting an average of four hours or more each day at the school.

3. Special education, G.E.C., and elective teachers, and teachers who are split among more than one campus, are all considered classroom teachers if they teach an average of four hours a day at the school.
4. Administrators, office staff, counselors, librarians, instructional assistants, and instructional coaches are not considered classroom teachers and will not vote.

Before asking teachers to vote on the charter application, schools must give teachers sufficient time to read the charter application and provide feedback. It is recommended that schools provide hard copies of the charter in the main office and email the charter to all staff after it is complete.

Before beginning the vote, schools must submit a teacher roster to OI and designate which staff members are "classroom teachers" according to the criteria listed above. Teacher voting will take place using an online form created by OI. OI will designate a timeline during which voting must occur. Teachers may vote on their own time or schools may arrange for teachers to vote in person at a group meeting, provided that the voting takes place using the online form and is completely anonymous to the school staff. Only Office of Innovation staff who are facilitating the process and SAISD Internal Audit should have access to teachers' responses.

The principal must notify OI after teacher voting is complete. OI will then tally the votes and submit the voting count to the principal. OI will keep confidential the voting record of individual teachers. The public will only see the voting totals.

D. Parent Petitions

The person voting as "parent" is the person who is indicated on the student registration form at the campus. If the person on the registration form is unavailable to vote, the

"parent" may be anyone who is currently legally responsible for the child (i.e., a different parent or guardian, including a relative or non- family member if that person is the person responsible for that child). If there is more than one parent or guardian, either person can vote as parent, but there is only one vote per household. (For example, one vote for 3 siblings enrolled at the same school.)

It is important that the school determine the correct number of parents at their campus, in order to confirm how many petitions are needed to reach the required 2/3 threshold for Board approval. OI will work with schools to establish a current and valid parent roster. OI will provide additional guidance to schools regarding how to document and tally parent petitions.

Before asking parents to vote on the charter application, schools must give parents sufficient time to read the charter application and give feedback. It is recommended that schools provide hard copies of the charter in the main office and post the charter on the campus website. It is highly recommended that schools convene one or more parent meetings to formally present and discuss the charter. Parents will always have the option to vote online or with a paper form created by OI. Both options will be in English and Spanish. Votes must be submitted by the deadline designated by OI.

The following are recommended strategies for schools to gather parent petitions:

5. Create a petition-gathering team (include parents if possible).
6. Develop a one-minute elevator speech for in-person encounters.
7. Communicate early and often through phone and text messages, social media, newsletters, classroom communications, bulletin boards, and word-of-mouth.
8. Send petitions home with students and hold teachers and students accountable for students in their homeroom.
9. Utilize existing events with high parent participation to obtain votes (e.g., sporting events, student performances, report card nights, etc.).
10. Engage parents whenever they visit school (pick up & drop off, office visits, events, sports, etc.).
11. Set up a petition table at a local business.
12. Block walk and visit parents' homes.

In order to be eligible for consideration by the SAISD Board, all charter applicants must submit printed copies of the parent charter petitions and a log of all electronic votes to OI, in the format required by OI, by the published deadline.

E. OI Review of Petitions

OI will ensure that each school collected its petitions in accordance with SAISD Board policy and procedure by taking the following actions:

For Teacher Petitions:

13. Review the names of the teachers who voted and compare to the teacher roster provided by the principal. If any votes are from employees who do not classify as "classroom teachers", those votes will not be counted.
14. Document the total number of teachers and the number of teachers who voted yes, no, or did not vote.

For Parent Petitions:

15. Review the parent roster provided by the school to confirm the total number of households.
16. Verify that there were no duplicate parents included on the roster.
17. Count all paper petitions and document the number of parents who voted yes, no, or did not vote.
18. The following will make a petition invalid: (i) the parent name is missing or illegible; (ii) the student name is missing or illegible; or (iii) there is no yes or no vote selected.
19. Select a random sample of 10% of the yes petitions and review those petitions against the parent roster. Any petitions with missing information or that are actually no votes or duplicate votes will be removed from the yes total.

OI will create a spreadsheet to document the official count of charter petitions and the results of the 10% random sampling. After completing its review, OI will deliver its spreadsheet, the petitions for each school, and any additional procedures used by OI to the SAISD Internal Audit Department to conduct its review of petitions.

F. Internal Audit Review

Each year, the Internal Audit Department will review the petitions received from OI to confirm that the required 67% support of classroom teachers and parents at the campus was met. Internal Audit will also sample a percentage of petitions to verify the integrity of the responses provided. Internal Audit will produce a written summary of its review and provide a copy of the report to OI and the SAISD Board. The specific procedures utilized by Internal Audit to conduct its review of petitions each year will be at the discretion of Internal Audit. In addition to the required Internal Audit review of petitions, OI will annually invite Internal Audit to review and audit the entire Annual Call for Quality Schools process or specific aspects of the process in order to promote transparency and continuous improvement.

V. SCHOOL AUTONOMY

A. District Theory of Action

Board policy AE(LOCAL) defines SAISD's theory of action as "Managed Instruction with Performance Empowerment". To meet the District's student growth and achievement goals

aligned with its strategic plan, the Board believes it is essential that they empower campus leaders so that the *school* becomes the key unit of change, encouraging innovation, autonomy, and differentiation at each campus. School leaders, working collaboratively with their leadership teams and school community, should be empowered to set the vision, strategies, and priorities for their school. District staff will establish performance expectations and ensure equity among all SAISD students.

B. Scope of Charter Autonomy

Pursuant to EL(LOCAL), all schools that participate in the Annual Call and receive Board approval of their charter application will automatically receive a waiver of all applicable District policies and procedures. While these autonomies are granted by policy, charter applicants are also required to describe in their application each autonomy they intend to utilize and a rationale for the autonomy, in order to communicate the school's intentions to the district, campus staff and parents, and allow for the necessary planning to occur at the district level.

Examples of autonomies available to campuses are described below:

1. Time – Schools may create their own schedule, calendar or grading periods that align to their academic model and community needs, or they may opt-out of specific mandated district trainings.
2. Talent - Schools may expand or modify hiring protocols or create new staff positions within the school's allotted funds and allocations.
3. Resources - Schools may develop their own school budget within district allocated staffing and budget formulas, collapse positions and receive the corresponding funds, or obtain more flexibility in selecting community partners.

C. Limits to Charter Autonomy

In accordance with Texas Education Code Sections 12.055 and 12.056, in-district charter schools do not have autonomy, and are subject to state law in the same manner as non-charter schools, in the following areas:

1. Criminal offenses;
2. Public Education Information Management System (PEIMS);
3. Criminal history records under Subchapter C, Chapter 22;
4. High school graduation under Section 28.025;
5. Special education programs under Subchapter A, Chapter 29;
6. Bilingual education under Subchapter B, Chapter 29;
7. Prekindergarten programs under Subchapter E, Chapter 29;
8. Extracurricular activities and University Interscholastic League (UIL) rules under Section 33.081;
9. Health and safety under Chapter 38; and
10. Public school accountability under Subchapters B, C, D, F, and J, Chapter 39, and Chapter 39A.

In addition, SAISD in-district charter schools do not have autonomy over student enrollment. In order to provide equity of opportunity and ensure access for historically disadvantaged students, all SAISD schools, including charter schools, must participate in the district's unified enrollment system and adhere to District policies and procedures on student enrollment, including FD(LOCAL), FDA(LOCAL), F1, and F51.

All district schools, including charter schools, also agree to participate in beginning-of-year, middle-of- year, and end-of-year district-wide NWEA MAP assessments.

All in-district charter schools with SAISD employees must follow the district's policies and procedures for employee evaluation and appraisal, including requirements related to the Texas Teacher Evaluation and Support System ("T-TESS"), the Texas Principal Evaluation and Support System ("T-PESS"), Master Teacher Initiative, and Teacher Incentive Allotment. Notwithstanding any employee evaluation instrument they wish to implement, all SB 1882 partners will implement T-TESS and T-PESS when evaluating their professional staff in accordance with the District's policies, administrative procedures, and timelines.

Other than enrollment, MAP assessments, and employee appraisals, if a district policy, procedure, or guidance is not required by state or federal law, it is likely to be optional for in-district charter schools. If schools or district departments have questions about charter autonomy, they should contact OI.

D. Implementing Charter Autonomies

1. Overview

OI will work with newly approved and existing in-district charter schools to assist them in implementing their charter autonomies. It is critical that schools collaborate with district department staff before and during implementation of their autonomies, in order to ensure legal compliance and minimize negative impacts on other schools and district systems. For example, changes in school schedules may impact bus schedules and the provision of child nutrition services. Also, district departments need to be aware of which schools may be opting out of district trainings or instructional materials so that the district can allocate its resources in the most efficient and effective manner.

2. Prior to Annual Call – Autonomy Guidance

Each year prior to the Annual Call, OI will work with district departments to publish guidance regarding available charter autonomies and the process for implementing each autonomy. Some autonomies will merely require informing district departments. Other autonomies are more complicated to implement and will require significant collaboration to implement effectively. Autonomies are intended to be cost-neutral whenever possible; they are meant to provide schools with flexibility over the use of resources, not an opportunity to commit the district to additional funding.

3. During Annual Call – District Feedback

During the Annual Call, schools will propose specific autonomies in their charter application that would empower the school to address their unique challenges and implement their academic model. OI will provide feedback on proposed autonomies as the school submits draft applications. After submitting the final application for evaluation, OI will share the proposed autonomies with any district departments that may be impacted in order to gather feedback and begin the process of planning for implementation the following school year. Based on feedback from district departments, some of the proposed autonomies may be modified due to legal requirements or lack of district systems to support the autonomy. If an autonomy is legally available but lacks a district system to implement, OI will work with the department to create or modify systems to accommodate the autonomy over time. Prior to submitting the charter application to the SAISD Board, the school and OI will modify the charter application as necessary to reflect any revisions to the proposed charter autonomies that were required after discussions with district departments.

4. After Annual Call – Implementation and Monitoring

After the charter application is approved by the SAISD Board, OI will work with the schools and impacted departments to follow the approved process for implementing each autonomy. On an annual basis, OI will capture and monitor information on all autonomies requested, approved, and implemented. The purpose of this information will be to share with district departments for planning purposes and also to conduct research on the frequency and effectiveness of school autonomies.

VI. CHARTER PERFORMANCE REVIEW AND PLANNING

A. Overview

In order to improve student outcomes at in-district charter schools, it is critical that the district monitor and evaluate charter schools and support the SAISD Board in making informed decisions related to charter renewal, revocation, and probation. Schools that meet their performance metrics should be renewed and, when facilities and financial resources are available and strong demand for such a school exists, replicated by opening a new school with a similar academic model. Schools that do not meet their performance metrics may have their charter revoked or placed on probation with stronger district oversight and support. This section of the procedure will describe the ongoing monitoring and evaluation of charters and the process for making charter renewal decisions.

B. Annual Oversight Activities

1. Ongoing Oversight and Compliance

OI and other district staff will ensure that in-district charter schools adhere to all applicable legal requirements. (See Section V.3. above for specific laws and district policies applicable to charter schools.) At the same time, OI will work with district staff to protect the autonomies enshrined in the charter applications and provide schools flexibility in how the school maintains compliance whenever possible.

Throughout the term of the charter, OI, in collaboration with district departments, will investigate any allegation that a charter has violated applicable law or performance contract expectations, including the failure to meet generally accepted accounting standards. OI staff will hold a conference with the school's leadership to discuss any such allegation. If the district determines that a violation has occurred and the school fails to cure the violation after a reasonable cure period has passed, the school must respond to the allegation at a scheduled Board meeting. The Board will hear the presentation and take action, if necessary, to revoke the charter.

2. Annual Site Visit

OI staff will conduct an annual site visit at every charter school. The purpose of the site visit is to discuss charter school performance, monitor charter implementation, collect data, and maintain a strong relationship between charter school leaders and OI staff. The site visit will include, at minimum, a school walk-through and a meeting with the principal and key staff members to review performance contract metrics and results. OI staff will provide detailed guidance on the site visit protocol to school staff prior to each visit.

3. Charter School Performance Report

In the early fall after all state and federal accountability data is finalized, SAISD's Office of Accountability, Research, Evaluation and Testing will provide a draft report to OI showing the results of all charter schools on their performance contracts metrics. OI will organize and present this data to the SAISD Board in the late fall or early winter in the form of a Charter School Performance Report. This report will inform the public as to how all in-district charter schools are performing against their contract metrics. The report will be posted to the district's website and be fully accessible to the public.

For schools that are not up for renewal of their charter, this data will be informative to the Board and no action will be taken. For schools that are in their renewal year, this data will be used to inform OI recommendations to the Board regarding charter renewal, revocation and probation.

C. Charter Renewal, Revocation, and Probation

1. Defined Terms

- "Term" refers to the length of time that a charter school is authorized to be an in- district charter school.
- "Charter renewal" refers to the SAISD Board's decision to grant another term to a charter school after its term has expired.
- "Charter revocation" is when the Board revokes or takes away a school's charter.
- "Charter probation" occurs when the Board has concerns about a school's performance and chooses to place the school on notice that the Board may revoke the charter if certain time-bound conditions are not met.

2. Length of Charter Term

In-district charters will be authorized by the SAISD Board for a term of up to five years. The length of the term will be at the Board's discretion. New charter schools will typically receive an initial term of three years.

The Board's decision on whether to renew a charter with a three-year term will occur during the charter's fourth year of operation so that the decision is based on three years of data. After completing a three-year term, schools that meet the renewal criteria published by the district may be renewed for another three- year term or a longer term of up to five years, at the Board's discretion. Schools that do not meet the renewal criteria may be revoked, placed on probation, or renewed with a term of less than three years.

3. Reasons for Charter Revocation or Probation

Pursuant to EL(LOCAL), the SAISD Board may revoke a charter or place a charter on probation in the following circumstances:

School Violation	Revocation Timeline
1. Did not meet generally accepted accounting standards for fiscal management and failed to remedy the violation (see Section VI.3.d. below for details)	After the expiration of a reasonable cure period and no later than end of school year
2. Violated applicable law and failed to remedy the violation	After the expiration of a reasonable cure period and no later than end of school year

3. Rated "improvement required", failed to meet state accountability standards, or is in the bottom five percent of all district schools in the district's School Performance Framework	At the end of two school years
4. Failed to meet performance contract metrics	At the end of the charter term

4. Revocation or Probation for Financial Mismanagement

A campus will be considered as having failed to follow generally accepted accounting standards for fiscal management if the campus did not follow district policy and procedure and applicable state and federal law related to the spending, budgeting, or reporting of any district or campus funds, including money raised through fundraisers. Examples include, but are not limited to:

1. Fraud, embezzlement, or any kind of misappropriation of funds;
2. Conducting a fundraiser in violation of district policy and procedure;
3. Seeking reimbursement for expenses without providing the proper evidence;
4. Making purchases without following the proper approval process;
5. Failure to conduct annual physical inventory;
6. Failure to comply with reporting requirements;
7. Failure to comply with cash handling procedures; and
8. Purchasing items that are not approved by district policy or procedure.

The SAISD Finance Department will be responsible for monitoring compliance with fiscal policy and procedure and applicable law. If a campus is unable or unwilling to cure a violation, the Finance Department will notify OI. OI will then send written notice to the school describing the violation and providing a reasonable length of time to cure the violation. If the violation is not remedied within the cure period, the Superintendent may request that the SAISD Board revoke the school's charter or place the school on probation. Whether a school's conduct qualifies as violating accounting standards or applicable law will be up to the discretion of the SAISD Board.

5. Charter Renewal Process

OI will annually publish detailed guidance on the charter renewal process, including the timeline for renewal activities and the SAISD Board's criteria for making renewal decisions. This process will begin during the final year of the charter's term, but the board's decision will occur after the expiration of the term. For example, if a charter is authorized for a three-year term, this process will begin during the third year of their term, and the board will make the renewal decision during the school's fourth year as a charter school.

At a minimum, the charter renewal process will include the following:

i. Renewal Performance Report: OI, in collaboration with the ARET

Department will produce a summary of the charter school's performance contract goals and corresponding results over the entire charter term. This report will inform the renewal recommendation and decisions.

ii. Charter Renewal Application: This document will give schools an opportunity to respond to data, offer future plans for the school, and formally request renewal. It will also explain the renewal process and criteria for charter renewal.

iii. Renewal Site Visits: Schools up for renewal will receive two visits from district staff in the twelve months prior to their renewal recommendation. The first site visit will be similar to the annual site visits (described above), but it will also include a detailed discussion of the renewal process. The second site visit will allow the district to gather additional data to inform the renewal decision. OI staff will provide detailed guidance on the site visit protocol prior to each visit.

iv. Renewal Performance Discussion: After conducting the second site visit, OI will conduct an in-depth meeting with the school's leadership to review the renewal performance report and site visit findings and answer any questions about the process moving forward.

v. Renewal Recommendation: OI staff will write a report to the SAISD Board to recommend renewal, revocation or probation. The recommendation will include analysis of the Renewal Application, Renewal Performance Report and data from the site visits and Renewal Performance Discussion. OI will present renewal recommendations at a public board meeting in the late fall or early winter.

vi. Renewal Board Vote: At a public board meeting, the SAISD Board will formally vote on whether to renew or revoke the charter or place the charter on probation in the winter or early spring in the school year following expiration of the charter term.

6. Consequences of Charter Revocation

Revocation of a school's charter may lead to a number of consequences, including:

9. Loss of the school's autonomy and return to tighter district management;
10. Restructuring of school staff;
11. Restart of the school with a new model; or
12. School closure (as required by state accountability laws and sanctions).

If revocation leads to a school closure, the district will oversee an organized closure process that meaningfully engages school and community stakeholders. The district will

also determine new attendance zones that allow impacted students to attend higher performing schools.

Families experiencing a school closure will receive priority weights in the annual school choice lottery for high-quality campuses, similar to students attending or zoned to Comprehensive and Targeted Schools. If the district intends to open a new school at the location of the closed campus, the district will initiate an in-depth planning and community engagement process in order to launch a new school model that leads to better outcomes for future students.

VII. REVISIONS TO IN-DISTRICT CHARTER

A. State Law Requirements

At any point during the term of a charter, the school staff and community may consider pursuing a revision to their charter to reflect a new vision or campus-wide strategy. According to state law, a charter created by petition may be revised with board approval and on a petition signed by a majority of the parents and a majority of the classroom teachers at the campus. A charter created without a petition may be revised with the approval of the board of trustees. Board approval of a charter revision will take place only after the final day of instruction of a school year and before the first day of instruction of the next school year (i.e., during the summer break).

B. What Constitutes a Charter Revision

A school's charter is a lengthy document with a multitude of different strategies and programs. Over time, with changes in research and the school's community and leadership, it is expected and understandable that a school may prioritize some aspects of a charter over others. It is not necessary or practical to "revise" a school's charter with every change in focus or strategy. For example, a school may decide to change its math curriculum to better respond to the needs of its students. New research may lead the school to pursue a different reading strategy than the one proposed in the charter application. All of the strategic shifts described above are meaningful, but they would not constitute a "revision" that would require board approval and/or staff and parent petitions.

On the other hand, if a school is currently implementing a comprehensive academic model that drives curriculum, instructional materials, scheduling and professional (e.g., Montessori or International Baccalaureate), and the school would like to change to an entirely new model, that would be a significant enough change to warrant a charter revision. Another example is a school that would like to change from enrolling only male or only female students (i.e., single gender) to a more traditional model that enrolls both genders. In both of these cases, in order to comply with state law on charter revisions and to honor the work of the school stakeholders who wrote the original charter, the school would need to formally request a revision to its charter before implementing these changes.

Whether a shift in strategy qualifies as a charter revision will depend on the unique circumstances, but generally speaking a charter revision will be required only when the

change would fundamentally alter the school's mission and culture. The process for accomplishing a charter revision is described below. In situations where the school is not certain whether a change would constitute a charter revision, the school should submit a revision request and the Office of Innovation will make a determination based on this procedure. One example of a change that may or may not constitute a charter revision, depending on the circumstances, is a calendar or schedule revision. Whether or not a calendar or schedule change would constitute a charter revision will depend on the impact of the change on staff, students and families.

C. Process for Charter Revisions

First, the school must submit to OI the Proposal for In-District Charter Revisions, which may be found at https://innovatesaisd.org/resources/. This form requires the school to provide a summary of the proposed revisions along with a brief justification for each revision. OI will review the proposed changes to determine if they constitute charter revisions requiring board approval or if they are strategic shifts that can be implemented by the school without revising the charter. OI will also meet with the school's principal to review and discuss the merits of the proposed revisions.

If OI determines that the proposed changes require a charter revision, then the school will engage its community and draft its charter revision by following the Annual Call for Quality Schools process, which is described in Section III above. Depending on the extent of the proposed changes and the alignment of the school's charter to the district's current charter application template, OI will determine whether the revision may be accomplished as an Addendum to the school's existing charter, or if the school must write a new charter application using the current application template.

VIII. SENATE BILL 1882 PARTNERSHIPS

A. Overview

In 2017, the Texas Legislature passed Senate Bill 1882, which grants additional funding to school districts that authorize a carefully selected partner to oversee and support a district school under a rigorous performance contract. These new partnerships offer SAISD the opportunity to expand options and resources provided to neighborhood schools, bring in targeted expertise for innovation and support, and empower educators with greater autonomy.

The partner's core responsibilities will be to support the school's academic programs, manage the school principal, and provide financial oversight for the school and its own organization, with extensive support and collaboration from SAISD staff. The district will continue to maintain many of the business and operations functions of the schools, in a similar manner as it does for all other SAISD schools. Each party's roles and responsibilities and legal requirements will be outlined in a detailed partnership agreement. In order to receive the increased state funding and, for some partnerships, a pause in state accountability sanctions, the partnership must follow state law and receive approval from TEA.

B. Types of Partnerships

There are two different types of partnerships allowed under state law: Turnaround Partnerships and Innovation Partnerships. The type of partnership impacts the schools that are eligible for the partnership and whether the school will receive a pause in state accountability sanctions.

1. Turnaround Partnerships. Schools that received an "F" rating under the state's accountability system in the school year prior to becoming a partnership school are eligible for a Turnaround Partnership. Approved Turnaround Partnership schools will receive a two-year exemption from specific accountability-related interventions to allow the partnership time to improve academic performance. For schools receiving their 1st, 2nd, or 3rd consecutive unacceptable rating, the exemption begins the academic year after the school seeks approval for partnership benefits. For schools with four or more consecutive unacceptable ratings, the accountability intervention exemption begins in the school year in which the partnership is approved.

2. Innovation Partnerships. New startup schools and existing district schools that received higher than an "F" rating the year prior to becoming a partnership school are eligible for Innovation Partnerships. These partnerships are similar to turnaround partnerships, but there is no opportunity for state accountability sanctions.

A current list of SAISD partnerships may be found at https://innovatesaisd.org/sb_1882_partnerships/.

C. Organizations Eligible to be Partners

According to state law, a partner must be a nonprofit, an institution of higher education, or a government entity. The District will consider existing organizations that have a strong track record of success, align with SAISD's mission and core values, and provide specific expertise that meets the unique needs of partnership schools. The District may also explore partnerships with newly established organizations, provided that the staff and governing board of the organization have the relevant expertise and experience to support a network of schools.

Each partner organization will be different, because the needs of the schools will be different. For example, two of SAISD's early childhood campuses have partnered with HighScope, an internationally recognized expert in early childhood curricula and research. Young Women's Preparatory Network (YWPN) is a Texas nonprofit that has been supporting single-gender girls schools since 2001. YWPN operates SAISD's two single-gender schools, along with other similar schools across the state.

D. How Partnerships are Created

1. District Vetting

In order for partnerships to be successful, it is critical that the district subject all new partners to a rigorous vetting process. This process includes multiple meetings with the potential partner and district leadership, including the Superintendent, Chief Innovation Officer, and Office of Innovation. The district will conduct a comprehensive review of the partner's track record and capacity to manage schools.

In the first meeting with potential partners, district staff will clearly define the expectations of partnerships at SAISD. OI staff will provide the partners with copies of sample partnership agreements and refer them to the extensive resources and FAQs on the district's website. The district will arrange for tours of potential partnership schools and may schedule meetings with school leadership. It is critical that the district and the partner spend time learning each other's core values and ways of operating.

2. Annual Call for Quality Schools

In order for a school to be eligible for a partnership, the school must be a board-approved in-district charter school. Therefore, all partnership schools will participate in the Annual Call for Quality Schools, as described in Section III above. The proposed partner will complete the Local Campus Partner Application in the form that has been approved by TEA and in accordance with all required deadlines for the Annual Call.

3. Partnership Agreement

The district and partner must negotiate and sign a partnership agreement that meets the requirements of Texas Administrative Code 97.1075. The partnership agreement is a legal contract that describes the partnership and defines the roles and responsibilities of the district and partner. Examples of topics covered in the agreement are legal requirements, finances, partner autonomy, district services, insurance, the length of the partnership, and how the partnership may be terminated. Attached to the agreement will be performance contracts for each of the partnership schools. The continuation of each partnership is directly tied to the partnership schools meeting their individual performance contracts. See Section III.6. above for more information on performance contracts.

The core responsibilities of partners, as further defined in the partnership agreements, include supporting the school's academic program, meeting the school's performance objectives, approving the school budget, and maintaining a nonprofit governing board to oversee the partnership. State law also defines specific autonomies that must be provided to the partner in the agreement, including autonomy over the school's academic program, curriculum, calendar, assessments, and school budget, and the responsibility to hire and manage the principal and any other employees assigned to the campus. Pursuant to the

partnership agreement, the partner is legally responsible to the SAISD Board for the fulfillment of its obligations.

4. Funding Structure

The partnership agreement described above will include information on the funding structure of the partnership. At minimum, the agreement will define the management fee provided to the partner organization to fund staff salaries and other overhead expenses necessary to fulfill the partner's obligations under the partnership agreement. The agreement will include the budget of the partnership schools for the first fiscal year of the partnership, and it will confirm that the partner will have initial, final, and sole autonomy over the entire campus budget of each partnership school.

5. Texas Education Agency Approval

After the SAISD Board approves the partnership agreement and the charter applications for all partnership schools, OI staff will submit a partnership application to TEA. Application documents and detailed guidance on TEA's partnership approval process may be found at www.txpartnerships.org.

E. Partnership Termination

The specific rules regarding when and how a partnership may be terminated will be defined in the partnership agreement. Partnerships are typically created with a ten-year term. The partnership can only be terminated prior to the expiration of the term for reasons defined in the partnership agreement. Some examples of reasons a partnership may be terminated before the end of the agreement's term include: (i) breach of the partnership agreement; (ii) violation of applicable law; (iii) revocation of two or more of the partnership's charters due to not meeting the schools' academic performance goals; (iv) failure to submit an unqualified financial audit; and (vi) termination by mutual consent of the parties.

F. Partnership Support and Oversight

While each partner is responsible for upholding its own responsibilities under applicable law and in accordance with its partnership agreement, OI staff will play a key role in providing oversight of the partnership and supporting the partners in achieving their goals. To the extent possible, the District will seek to minimize administrative and compliance burdens on in-district charter schools and partner organizations by balancing the protection of student and public interests with partner and school autonomy.

Some of the critical aspects of OI's support and oversight will include the following:

- Partner Convenings. These convenings are regularly scheduled in-person meetings with OI staff, partner leadership, and key department staff. The meetings allow the district to communicate new information and reinforce partnership expectations, as well as provide an opportunity for partners to

collaborate with each other and share best practices.

- Board Governance. One of the most critical aspects of a partnership is that the partner maintain an effective governing board to oversee the partnership. Partners are required by their partnership agreements to hold a minimum of three board meetings per year and post their board agendas and meeting minutes on their website. OI staff will monitor partners' websites and keep track of whether partners are meeting and posting the required documents. All partner boards must comply with the Texas Open Meetings Act, including posting meeting agendas in a publicly accessible location at least 72 hours in advance of the meeting, holding a publicly accessible meeting, and documenting the decisions made and topics discussed in the meeting minutes. Each board member must participate in the legally required Open Meetings Act training, which may be found here: www.texasattorneygeneral.gov/open-government/open-meetings-act-training.
- Financial Audit. Partners are required to submit an annual financial audit of their nonprofit organization. OI will issue guidance to partners on an annual basis and ensure that audits are submitted on time and in the required format.
- Partner Employee Onboarding. For any partner that is not a Texas open enrollment charter holder, TEA requires that the district conduct the legally required criminal background check for all partner employees. OI will oversee the process of ensuring that SAISD Human Resources conducts the required employee background check in accordance with Administrative Procedure D35. OI will also ensure that each partner employee receives an SAISD email address, so that the partner employee may have access to district communications and all the programs and platforms that the partner employees need to do their jobs.
- Appraisals. OI staff will ensure that partner staff receive training regarding all required T-TESS and T-PESS appraisal requirement, and OI will monitor partners' compliance with the district's requirements and timeline for completing appraisals.
- District Department Oversight. SAISD Department staff will still largely be responsible for providing oversight of partnership schools in specific areas requiring oversight, such as special education, bilingual education, student enrollment, human resources, etc. For new partners, OI staff will work to build relationships between partner staff and district departments. Once those connections are made, partners and departments are encouraged to work directly with each other to maintain compliance and resolve specific issues. OI staff will serve as the first point of contact and liaison between partners and district staff whenever necessary.

Partnership Agreement Monitoring. OI will maintain a contract administration plan for all active partnership agreements. The contract administration plan will provide a comprehensive and efficient mechanism for OI to monitor the key deliverables of every partnership agreement, including but limited, to the annual financial audit, partner governing board meetings, payment of the partner management fee, and contract performance goals.

References: Board Policy(ies) EL; ELA

Questions regarding this procedure should be addressed to:

Office of Innovation

1931 E. Houston St., San Antonio, Texas 78202

(210) 554-2662

Academics and School Leadership (Learning and Compliance Support Services)

514 W. Quincy St., San Antonio, Texas 78212

(210) 554-2485

Addendum A-2: Third Future Schools Board Adopted School Policies

(Document begins on following page)

DRAFT

Board of Education Policies

October 2024

TFS Board and Council Members

TFS National/Corporate Board

Last Name	First Name	Board Position	Email
Jones	Dwight	President	dwight.jones@thirdfuture.org
Williams	Michael	Secretary/Treasurer	michael.williams@thirdfuture.org
Sward-Miller	Jennifer	Director	jennifer.swardmiller@thirdfuture.org
Wilsey	Mark	Director	mark.wilsey@thirdfuture.org
Jess	Ridgeway	Director	jess.ridgeway@thirdfuture.org

Colorado Board

Last Name	First Name	Board Position	Email
Mills	Patrick	President	patrick.mills@thirdfuture.org
Lindimore	Mary	Secretary/Treasurer	mary.lindimore@thirdfuture.org
Ngola-Trice	Rachel	Director	rachel.trice@thirdfuture.org
Morgan	Helen	Director	helen.morgan@thirdfuture.org
Robinson	Pam	Director	pam.robinson@thirdfuture.org

Texas Board

Last Name	First Name	Board Position	Email
Coleman	Conrad	President	conrad.coleman@thirdfuture.org
Reyes	Dorothy	Secretary/Treasurer	dorothy.reyes@thirdfuture.org
Arrambide	Sarah	Director	sarah.arrambide@thirdfuture.org
Roach	Blake	Director	blake.roach@thirdfuture.org
Van Norden	Martina	Director	martina.vannorden@thirdfuture.org

Lousiana South Board

Last Name	First Name	Board Position	Email
Maggiore	Kara	President	kara.maggiore@thirdfuture.org
Robillard	Baraynia	Director	baraynia.robillard@thirdfuture.org
Peters	Nelsene	Director	nelsene.peters@thirdfuture.org
Bennett	Ashley	Director	ashley.bennett@thirdfuture.org

Louisiana North Board

Last Name	First Name	Board Position	Email
Bradford	William	President	william.bradford@thirdfuture.org
Maggiore	Kara	Secretary/Treasurer	kara.maggiore@thirdfuture.org
Joseph	Curtis	Director	curtis.joseph@thirdfuture.org
Rozeman	Phillip	Director	phillip.rozeman@thirdfuture.org

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TFS Board Policy
AA, Board Member Conflict of Interest
Revised 21 February 2017

AA -- Board Member Conflict of Interest Policy

Board members are expected to avoid conflicts of interest involving all matters considered by the Board. A conflict of interest exists when a member is confronted with an issue in which the member has a personal or financial interest or an issue or circumstance that could render the member unable to devote complete loyalty and singleness of purpose to the public interest.

1. If a Board member has a personal or financial interest in any matter being considered by the Board, the member shall disclose such interest to the Board, shall not vote on the matter, and shall not attempt to influence the decisions of other Board members.

2. A member of the Board shall not also be an employee of the school, nor shall a member receive any compensation for services rendered to the school. This provision shall not prohibit members from receiving reimbursement for authorized expenses incurred during the performance of board duties.

3. The Board shall not enter into any contract with any of its members or with a firm in which a member has a financial interest.

4. A Board member is expected to avoid conflict of interest in the exercise of the member's fiduciary responsibility. Accordingly, a Board member may not:

    a. disclose or use confidential information acquired during the performance of official duties as a means to further the Board member's own personal financial interests or the interests of a member of the Board member's immediate family;
    b. accept a gift of substantial value or economic benefit which would tend to improperly influence a reasonable person, or which the Board member knows or should know is primarily for the purpose of a reward for official action;
    c. engage in a substantial financial transaction for private business purposes with a person whom the Board member directly supervises;
    d. perform an official act which directly confers an economic benefit on a business in which the Board member has a substantial financial interest or is engaged as a counsel, consultant, representative or agent.

Board members will affirm annually that they have read this policy and that they have no known or suspected violations of this policy.

AC – Nondiscrimination/Equal Opportunity Policy

The school is committed to providing a safe learning and work environment where all members of the school community are treated with dignity and respect. It is critical to this commitment that anyone who may have experienced discrimination or harassment in the context of the school's educational programs, activities, or employment can report their concerns without fear of retaliation.

This policy is designed to foster a climate that provides preventative measures and encourages the reporting of discrimination and harassment and related retaliation. The school administrators will engage in prevention efforts, train the school community, respond to all complaints promptly, provide supportive measures, and develop fair and equitable processes to investigate and address complaints of discrimination and harassment, and related retaliation, and ensure all parties are treated fairly and impartially.

This policy defines prohibited conduct and guides individuals to the specific policy governing the applicable reporting and response processes. Complaints of harassment or discrimination against a student and complaints of bullying against a student based on membership in a protected class should be made pursuant to the school's Harassment and Discrimination Investigation Procedures for Students Policy. Complaints under Title IX should be made under the school's Sex-based Harassment Investigation Procedures Policy. Supportive measures and prompt response times are required components of all policies.

Definitions

- **"Bullying"** is any written or oral expression, physical or electronic act or gesture, or a pattern thereof, that is intended to coerce, intimidate, or cause any physical, mental or emotional harm to another. Bullying is student-on-student behavior. The school's Bullying Prevention and Education Policy has more details on the definition of bullying, the prevention process, and the reporting process. If the bullying is based on a student's protected class, the behavior may constitute discrimination or harassment. Bullying based on a student's protected class should be addressed through the school's Bullying Prevention and Education Policy.
- **"Protected classes"** include race, color, gender, sex, sexual orientation, gender identity or expression, transgender status, religion, national origin, immigration/citizenship status, ancestry, age, pregnancy, marital status, veteran status, disability, family composition and genetic information of an employee or applicant for employment.
  For purposes of this policy and the implementing regulations:
  - **"Race"** includes hair texture, hair type, hair length, or a protective hairstyle, such as braids, locs, twists, tight coils or curls, cornrows, Bantu knots, afros, and headwraps, that is commonly or historically associated with race.
  - **"Sexual Orientation"** means an individual's identity (or another person's perception of their identity), in relation to the gender(s) to which the individual is sexually or

emotionally attracted and the behavior or social affiliation that may result from the attraction.

- **"Gender Expression"** means an individual's way of reflecting and expressing gender to the outside world, typically demonstrated through appearance, dress, and behavior.
- **"Gender identity"** means an individual's innate sense of the individual's own gender, which may or may not correspond with the individual's sex assigned at birth.

- **"Harassment"** is any unwelcome, physical or verbal conduct or any written, graphic, or visual communication directed at a student, employee, applicant, or member of the public based on their protected class that is objectively offensive to a reasonable individual who is a member of the same protected class, that also:
  - for a student, is either made a term or condition of access to educational services, is used or threatened to be used as a basis for educational decisions affecting the student, interferes with a student's ability to participate in the school's educational services, or creates an intimidating, hostile, or offensive educational environment;
  - for an applicant or an employee, is subjectively offensive to the individual alleging harassment, is made a term or condition of employment, is used as a basis for employment decisions affecting the individual, unreasonably interferes with the individual's work performance, or creates an intimidating, hostile, or offensive working environment;
  - for a member of the community, is subjectively offensive to the individual alleging harassment, and unreasonably interferes with a community member's ability to participate in the school's services, activities, or opportunities.

  Whether conduct constitutes harassment depends on several factors, including, but not limited to:
  - the type, frequency, and duration of the conduct;
  - the number of individuals involved and their relationships;
  - the age and education level of individuals involved;
  - the location and context in which the conduct occurred;
  - whether the conduct is threatening or any real or perceived power differential exists;
  - any use of stereotypes, epithets, slurs, or degrading conduct or communication;
  - whether the conduct includes an act of physical violence;
  - the effect on the complainant's education or employment, if applicable.
- **"Discrimination"** occurs when a student or community member is denied or limited in the ability to participate in or benefit from the school's services, activities, or opportunities on the basis of their protected class. Discrimination also occurs when the school fails or refuses to hire an employee, discharges an employee, or otherwise treats an employee differently with respect to compensation, terms, conditions, privileges, opportunities, or status on the basis of their protected class. Harassment of a student, employee, or community member is a form of discrimination.

The following Board policies have more details on harassment and discrimination and the related complaint process:

    - Harassment and Discrimination Investigation Procedures for Students
    - Sex-based Harassment Investigation Procedures
- **"Retaliation"** is intimidating, threatening, coercing, or discriminating against an individual who has reported an incident of harassment, discrimination, or bullying. Retaliation includes charges against a student for code of conduct violations related to the incident for the purpose of punishing a student for making a report or otherwise interfering with a student's rights under this policy.
- **"Sex-based Harassment"** under Title IX is conduct on the basis of sex that could include unwelcome sexual advances, requests for sexual favors, or other unwelcome physical or verbal conduct or communication of a sexual nature. Because Title IX's definition of sex-based harassment is a federal standard, the definitions and procedures differ slightly from sex-based harassment under state law. More information on sex-based harassment can be found in the following Board policies:
    - Sex-based Harassment Investigation Procedures
- **"Respondent"** means a student or employee who has been reported to have engaged in conduct that could constitute harassment.
- **"Complainant"** means a student, employee, or community member alleged to have experienced discrimination or harassment. A complainant may or may not be the reporting party.
- **"Reporting Party"** means a person who raises a concern or allegation of discrimination or harassment on behalf of a complainant with the compliance officer. Any school student, employee, or community member may be a reporting party.
- **"Compliance Officer"** means the school employee who is responsible for coordinating and overseeing the school's discrimination and harassment prevention and response efforts. Among other responsibilities, the compliance officer will coordinate and oversee the school's discrimination and harassment investigation, consultation, recordkeeping, monitoring, and training processes. To facilitate this work, all school employees must inform the compliance officer of all reports and complaints raising discrimination and harassment issues implicating this policy. The compliance officer may appoint a designee to perform any of their assigned duties, including performing the investigation and issuing the report.
- **"Supportive Measures"** are individualized services to restore or preserve equal access to education, protect student and employee safety, or deter harassment and discrimination. Supportive measures may be provided regardless of whether a complaint has been filed. Supportive measures may include, but are not limited to:
    - Counseling;
    - extensions of deadlines or other course-related adjustments;
    - extra time for homework or tests;
    - the opportunity to resubmit homework or retake a test;
    - remedying an impacted grade;
    - excused absences;
    - the opportunity for home instruction;
    - modifications to class schedules; and

    - restrictions on contact between the parties to a complaint of harassment or discrimination.
- **"Title IX Coordinator"** means the employee designated by the school to coordinate its efforts to comply with Title IX of the Education Amendments and the school's Title IX program.
    - Title IX Coordinator: Matt Montoya, Director of Special Programs, matt.montoya@thirdfuture.org, 431 North Sable Blvd, Aurora, Colorado, 80011

Harassment, Discrimination, and Retaliation Prohibited

Discrimination, harassment, and bullying on the basis of protected class are prohibited at any school or school-sanctioned activity or event, on any school property (or off school property when such conduct has a connection to the school), or any school curricular or non-curricular activity or event. Retaliation for reporting harassment or for participating in any way in an investigation of harassment or discrimination is also prohibited.

Use of a Student's Chosen Name

Harassment or discrimination includes the knowing or intentional use of a name other than a student's chosen name once that student has completed the process outlined in the School's Non-legal Name Change policy.

School Action

The school encourages anyone - students, parents and family members, volunteers, educators, or staff members - who witness bullying, harassment, discrimination, or retaliation to report the conduct by making a complaint in accordance with the appropriate Board policy. All school staff who witness or receive complaints of harassment or discrimination are required to promptly share any such complaints with the compliance officer.

The school will take appropriate action to promptly and impartially investigate allegations of discrimination and harassment, to end unlawful behavior, to prevent the recurrence of such behavior, and to prevent retaliation against the individual who files the complaint and/or any person who participates in the investigation. When appropriate, the school will take additional action during the investigation to protect against further discrimination, harassment, or retaliation.

To the extent possible, all complaints of discrimination and harassment will be kept confidential. Students or employees who knowingly file false complaints or give false statements in an investigation may be subject to discipline, up to and including suspension/expulsion for students and termination of employment for employees. No student, employee, or member of the public may be subject to adverse treatment in retaliation for any good faith complaint of harassment or discrimination under this policy.

Upon determining that incidents of discrimination or harassment are occurring in particular school settings or activities, the school will implement measures designed to stop the discrimination or harassment and otherwise remedy the problem in those areas or activities.

Any student or employee who engages in discrimination or harassment will be disciplined according to applicable Board policies and the school will take reasonable action to restore lost educational or employment opportunities to the complainant(s) and others impacted.

The compliance officer will refer any potential criminal charges to law enforcement.

Notice and Training

The school will issue a written notice prior to the beginning of each school year that advises students, parents, employees, and the general public that the educational programs, activities, and employment opportunities offered by the school are offered without regard to disability, race, creed, color, sex, sexual orientation, gender identity, gender expression, family composition, marital status, national origin, religion, ancestry, or need for special education services. With respect to employment practices, the written notice will prohibit discrimination on the basis of age, genetic information, and conditions related to pregnancy or childbirth.

The announcement will also include the name, address, email address, and telephone number of the person(s) designated to coordinate Title IX, Section 504, and ADA compliance activities. Where possible, the notice will be disseminated to persons with limited English language skills in the person's own language. It will also be made accessible to persons who are visually or hearing impaired.

This policy and the corresponding Board policies, which include the grievance process, must be prominently posted on the school's website in plain language, and made available to all students, parents, and staff through electronic or hard-copy distribution.

Students and school employees will receive periodic training related to recognizing, reporting and preventing discrimination and harassment. School employees must receive additional training related to handling reports of discrimination and harassment.

The training will comply with Colorado state law and will include, but not be limited to, instruction on the following:

- Recognizing harassment or discrimination, including indicators of grooming and child sexual abuse;
- The appropriate immediate response when harassment or discrimination is reported to or witnessed by an employee; and
- Reporting harassment or discrimination to the school.

Adopted: XXX, 20XX

LEGAL REFS.:

20 U.S.C. 1681 *(Title VII, Education Amendments of 1972)*
20 U.S.C. 1701-1758 *(Equal Employment Opportunity Act of 1972)*
29 U.S.C. 621 *et seq. (Age Discrimination in Employment Act of 1967)*
29 U.S.C. 701 *et seq. (Section 504 of the Rehabilitation Act of 1973)*
42 U.S.C. 12101 *et seq. (Title II of the Americans with Disabilities Act)*
42 U.S.C. 2000d *(Title VI of the Civil Rights Act of 1964, as amended in 1972)*
42 U.S.C. 2000e *(Title VII of the Civil Rights Act of 1964)*
42 U.S.C. 2000ff *et seq. (Genetic Information Nondiscrimination Act of 2008)*
34 C.F.R. Part 100 through Part 110 *(civil rights regulations)*
C.R.S. 2-4-401 (3.4) *(definition of gender expression)*
C.R.S. 2-4-401 (3.5) *(definition of gender identity)*
C.R.S. 2-4-401 (13.5) *(definition of sexual orientation)*
C.R.S. 18-9-121 *(bias-motivated crimes)*

C.R.S. 22-1-143 (*definition of harassment or discrimination)*
C.R.S. 22-1-145 *(use of a student's chosen name)*
C.R.S. 22-32-109 (1)(ll) *(Board duty to adopt written policies prohibiting discrimination)*
C.R.S. 22-32-110 (1)(k) *(definition of racial or ethnic background includes hair texture, definition of protective hairstyle)*
C.R.S. 24-34-301 *et seq. (Colorado Civil Rights Division)*
C.R.S. 24-34-301 (3.3) *(definition of gender expression)*
C.R.S. 24-34-301 (3.5) *(definition of gender identity)*
C.R.S. 24-34-301 (7) *(definition of sexual orientation))*
C.R.S. 24-34-402 *et seq. (discriminatory or unfair employment practices)*
C.R.S. 24-34-402(1.3)(a) (*definition of "harass" or "harassment")*
C.R.S. 24-34-402.3 *(discrimination based on pregnancy, childbirth or related conditions; notice of right to be free from such discrimination must be posted "in a conspicuous place" accessible to employees)*
C.R.S. 24-34-601 *(unlawful discrimination in places of public accommodation)*
C.R.S. 24-34-602 *(penalty and civil liability for unlawful discrimination*

BG – Board of Education Policy Process

The Third Future Schools Board of Education (the Board) considers policy development, maintenance and approval one of its chief responsibilities. It is the intent of the Board to develop and maintain written Third Future Schools policies that guide and support the Network's goals and the successful, efficient functioning of the Network schools. The purpose of this policy is to outline the policy development, maintenance, and approval processes and clarify the relation of policy with other administrative guidance such as regulations, handbooks, etc.

The policies of the Board are framed and meant to be interpreted in the context of state laws and regulations and other regulatory agencies within state and federal levels of government. Changes in needs, conditions, purposes and objectives as well as changes in state and federal laws and regulations will require revisions, deletions and additions to the policies of the present and future Board.

The policies developed by the Board and the administrative regulations developed to implement policy are designed to increase the probability of an effective and efficient school system. Consequently, it is assumed that all employees and students will carry them out willingly.

Employees shall be responsible for informing their subordinates of existing policies and regulations and for seeing that they are implemented in the spirit intended.

The Board endorses for use in this Network the policy development and codification system of the National Education Policy Network/National School Boards Association (NEPN/NSBA), as recommended by state-specific legal counsel. The Superintendent is responsible for implementing Board policies and regulations.

Development of Policy

Proposals regarding new policies are welcomed and may be initiated in writing by a member of the Board, the Superintendent or designee, staff member or group of employees, parent/guardian, student, consultant, or civic group.

The Board shall use a careful and orderly process in examining all policy proposals prior to action upon them. The policy proposals will normally be referred to the Superintendent for consideration and possible further action.

Review and Maintenance of Policy

The Superintendent is given the continuing commission of calling to the Board and Administration's attention all policies that are out of date or for other reasons appear to need revision. The Board or committee of the Board will work with the Superintendent to develop revisions. Depending on the task, the Superintendent may form an informal committee, comprised of groups impacted, to receive feedback prior to involving the Board committee. The Board committee or Superintendent may also invite subject matter experts to attend the Board committee meetings to support discussions on specific issues as needed. The Board committee will finalize the proposed revisions and facilitate the process for administrative and legal review as needed. The Board committee will also review any related regulations and exhibits to ensure update compatibility and consistency. The Superintendent will review proposed changes and may suggest further recommendations to the Board.

This commission shall include a timely, annual review of legal counsel's proposed annual updates based on state legislative changes. These reviews and updates will normally be conducted by the Superintendent or a group of school leaders or lead teacher appointed by the Superintendent. Staff members who identify inadequacies in existing policies are encouraged to inform the appropriate supervisor who shall forward this information to the Superintendent.

To ensure that policies are updated to meet changing conditions and state and federal laws, all policies and supporting regulations shall be reviewed at least every three years by the Board committee and the date of review annotated on the policy if no changes are made.

Adoption, waiver, and/or repeal of Policy/Policy Revisions

Unless two-thirds of the members of the Board shall waive this requirement, the Board shall adhere to the following procedure in considering and adopting policies, making policy changes, or repealing existing policies to insure that they are well examined before final adoption.

1. First regular or special meeting--the proposal shall be presented as an information item for discussion during the non-action portion of the agenda.

2. Second regular or special meeting--the proposal shall be presented for discussion and action during the action portion of the agenda.

A new policy proposal or policy change may be referred back to the Administration and/or Board committee when the Board determines that the proposed policy action needs further study, and then brought back to the Board for approval.

Under unusual circumstances, the Board may temporarily approve a policy to meet emergency conditions by a majority vote of the Board. However, the above procedure is required before the policy shall be considered permanent.

The Board may also waive element(s) of a policy for a specific time period, e.g., “grandfather” clauses, or for a specific purpose, e.g., charter school policy waivers, by a majority vote of the Board.

Implementation of Policy/Development of Regulations

The Superintendent has responsibility for carrying out, through administrative regulations as necessary, the policies established by the Board.

The Board shall delegate to the Superintendent or designee the function of developing implementing regulations and procedures under which the Network will operate in accordance with Board policy. Regulations may further refine or clarify policy as well as document implementation procedures.

In the development of administrative regulations, the Superintendent or designee shall involve at the planning stage those who would be affected by such rules including staff members, students, parents/guardians and the public and submit such regulations to the Board committee for review.

Before issuance, regulations shall be properly titled and coded as appropriate to the policy codification system selected by the Board.

Network Administrative Handbooks

In order that pertinent Board policies, Network regulations, and department, and/or school rules and procedures may be known by all affected staff members and students, the Superintendent and principals will issue staff and student handbooks as found necessary and desirable to enhance the continuous improvement process. It is essential that all such handbooks conform to Network wide policies and regulations and contain a statement that policy/regulation guidance takes precedence in all cases of potential conflict. Therefore, the Board expects these handbooks to be approved by the Superintendent or administrative designee prior to publication. A copy of all handbooks published shall be made available to the Board for information.

Administration in the Absence of Policy

In cases where action must be taken and the Board has provided no guidelines in policy for such action, the Superintendent shall have the power to act. His decisions, however, shall be subject to review by the Board at its next regular meeting. The Superintendent shall inform the Board promptly of actions taken and the possible need for policy action. If the Board chooses to take no policy action, the Superintendent may issue a directive to provide clarifying Network guidance. Board policy will take precedence over the Superintendent’s directives in cases of potential conflict. Before issuance, the Superintendent’s directives shall be properly titled and coded as appropriate to the policy codification system selected by the Board.

Board Review of Regulations, Handbooks and Directives

The Board retains the right to review regulations, Network wide handbooks and Superintendent's directives issued by the Administration to ensure they are consistent with policies and regulations adopted by the Board. The Board will address any concerns to the Superintendent or designee for action.

The Board shall only officially approve regulations when required by State or Federal law, or when requested to do so by the Superintendent.

Communication and Availability

The Superintendent or designee shall establish and maintain an orderly plan for preserving and making accessible the policies adopted by the Board and the regulations needed to put them into effect. The Superintendent or designee shall maintain a master copy of all Board policies and regulations.

A copy of all Board policies, Network administrative regulations, and employee agreement associated personnel handbooks shall also be maintained on the Network's website. Updates will be posted to the website within one week of Board/Administration approval.

All Network employees, students, and members of the community will have access to the above as soon as practicable at the administrative offices during business hours and on the Network's website. Students and parents/guardians will be informed of all policy and regulation changes affecting students. Requests for policy and regulation information may be made to the Superintendent.

LEGAL REFS.: C.R.S. 22-32-109 (1)(a-c)
C.R.S. 22-32-110, et al. C.R.S. 22-33-104 (4)
1 CCR 301-1, Rules 2202-R-3.04 (5)(i)

TFS Board Policy CB – Superintendent Employment

Revised 21 August 2018

CB – Superintendent Employment

There shall be a Superintendent employed by written contract by the Third Future Schools' Board of Education (the Board). The Superintendent shall possess the power and discharge the duties that pertain to the Superintendent's office together with those defined in state law and in Board policies and regulations.

Under the direction and control of the Board, the Superintendent shall have general supervision and direction of all public schools in the network. The Superintendent shall be responsible for carrying out the policies and regulations adopted by the Board. In all matters where duties are not definitely described, the Superintendent shall exercise his/her discretion subject to the approval of the Board.

LEGAL REF: C.R.S. 24-18-105

D. Fiscal Management

DJA – Authorized Signature and Purchasing

The Board of Education's authority for the purchase of materials, equipment, supplies, and services is extended to the Superintendent or designee through the detailed listing of such items compiled as part of the budget-making process and approved by the Board through its adoption of the annual operating budget.

In order to receive the greatest value for each dollar expended, it shall be the policy of the school to purchase in quantity whenever possible and practical. This includes the use of state contracts and the use of competitive quotations, prices or other opportunities wherever applicable.

Preference shall be given to supplies, materials and provisions produced, manufactured or grown in Colorado, if such preference is not for articles of inferior quality to those offered by competitors outside of the state.

Except in emergencies or for reasons of economy or safety, the annual purchase of major pieces of equipment shall be scheduled so that annual budgetary appropriations for capital purposes will be of similar size or will show a continuous trend without severe fluctuations.

The Superintendent or designee shall direct the purchase of such books, supplies, equipment, and other materials as is required and permitted within the limits of the budget. The purchase of these items shall require no further Board approval except in those instances where Board policy requires certain purchases to be put to bid. However, in the case of any unusual expenditures, the Board should be consulted.

The building principal is responsible to monitor proper purchasing by their staff members and to ensure that no purchases exceed the funds available in the account to which they are charged.

Quality, price, delivery time, guarantees, and past experience shall be considered in the purchasing of goods and services.

LEGAL REF:

C.R.S. 22-32-109 (1)(b) (Board of education – specific powers and duties – safe schools)

DJA-R – Authorized Signature and Purchasing Regulations

Purchase Orders

Before any purchase order will be issued, a purchase requisition must be completed by the requestor on the form designated by the Superintendent. If an emergency purchase is necessary and it is impossible to obtain a purchase order, the principal, or designee, will report the emergency purchase to the Superintendent the next working day. An emergency is defined as a condition that if not corrected immediately will cause the destruction of school property, endangerment of life, or complete cessation of educational activities.

Purchase orders are not required for mileage, personal reimbursements, and travel claims.

Purchasing Cards/Credit Cards

Purchasing cards/credit cards will be issued to specific employees for the purpose of improving the efficiency of the purchasing process in the school. All purchases will be for school use only. All employees that are purchasing cardholders will comply with the School Purchase Card User Agreement. Changes to the School Purchase Card User Agreement will be maintained by the Superintendent. Purchasing card transaction limits will be determined by the Superintendent.

DIE -- Audits/Financial Monitoring

In accordance with state law, the Comprehensive Annual Financial Report (CAFR) of the Network schools shall be audited annually, following the close of the fiscal year.

The Board shall appoint an independent certified public accountant licensed to practice in Colorado and knowledgeable in government accounting to conduct the audit and the audit shall contain the following:

1. Financial statements prepared in conformity with generally accepted governmental accounting principles.
2. Disclosures in accordance with the *Financial Policies and Procedures Handbook*. The supplemental schedules of receipts and expenditures for each fund shall be in the format prescribed by the State Board of Education and shall be in agreement with the audited financial statements of the Charter School Institute.
3. All funds and activities of the Network schools.
4. A budget to actual comparison for each fund and activity.
5. The auditor's opinion on the financial statements. If the opinion is anything other than unqualified, the reason must be explained.
6. Disclosure of all instances of noncompliance with federal or state law.
7. A supplemental listing of all investments held by the Network schools at the date of the financial statement.
8. A calculation of the Network schools's fiscal year spending in accordance with the state constitution.

The auditor must complete and submit the Comprehensive Annual Financial Report (CAFR) to the Superintendent no later than five months following the fiscal year end, unless:

1. The contract with the authorizer requires an earlier submission date, or
2. The state auditor grants an extension.

Upon receipt, the Superintendent must provide a copy to the authorizing district's or state's Chief Financial Officer (CFO), or their designee, by the deadline specified in the contract.

Appointment of Auditor

To create a balance between independence, fresh perspectives, staff continuity, audit efficiency and competitive pricing the Network schools will solicit proposals for auditing services at least every six years or use a third-party audit firm.

The Board shall annually approve the appointment of an auditor to audit the school's financial statements.

Only in unique and extraordinary circumstances, when it is deemed to be in the Network schools's best interest, is the Board to consider approving the appointment of the incumbent auditor for an additional single year beyond a six-year period. In no event is an auditor to be retained to audit the school's financial statements for more than seven consecutive years.

Nothing in this policy prohibits the Board from acting to limit the duration of the engagement in order to protect the school's interests should the Board determine an early termination is warranted for performance or pricing considerations or other criteria advantageous to protecting the Network schools' reputation or financial condition.

LEGAL REFS.:
C.R.S. 22-32-109 (1)(k)
C.R.S. 24-75-601.3
C.R.S. 29-1-601 *et seq.*

DB -- Financial Planning and Budget

Financial Planning

The Superintendent shall develop and maintain a multi-year financial plan that is related directly to the board's results priorities and operational expectations goals, and that avoids long- term fiscal jeopardy to the school.

The Superintendent will develop a budget that:

1. Is in a summary format understandable to the Board and presented in a manner that allows the Board to understand the relationship between the budget and the results priorities and any operational expectations goals for the year;

2. Credibly describes revenues and expenditures.

3. Shows the amount spent in each budget category for the most recently completed fiscal year, the amount budgeted for the current fiscal year, and the amount budgeted for the next fiscal year.

4. Discloses budget-planning assumptions.

5. Assures fiscal soundness in future years.

6. Reflects anticipated changes in employee compensation, including inflationary adjustments, performance increases and benefits.

7. Provide resources sufficient to support the Board in its governance capacity in order to assure that the governance function is effective and efficient.

Resources will be sufficient to provide for:

a. training to orient candidates and new members;
b. external monitoring assistance to permit the Board to exercise confident control over school performance;
c. Stakeholder dialogs;
d. Membership, appropriate salary costs, staff recognition, consultation, training and attendance at conferences and workshops, surveys, focus groups, and opinion analyses.

DFE – Cash Handling

Purpose:
To ensure the control and safekeeping of the school's cash using accounting best practices.

Policy Statement:
The establishment of strong internal controls for cash collections is necessary to prevent mishandling of funds and to safeguard against loss. Strong internal controls are also designed to protect employees from inappropriate charges of mishandling funds by defining his/her responsibilities in the cash handling process. Cash handling includes but is not limited to staff with the following roles and responsibilities: Office Managers, Office Support Staff, deposit preparers, and reconcilers.

Schools should be aware that at any time, internal or external auditors may visit to perform unannounced cash handling observations and/or cash counts.

Definitions:

Cash - Cash refers to any money that is paid to the school in the form of paper currency, checks, and/or money orders.

Policy:

1. More than one person must account for cash received. A system of checks and balances should be established. For example, the school staff collects the cash, creates receipt, and the Office Manager creates the deposit.
2. All cash must be kept in a locked box and stored in a secure location (locked drawer, closet, or safe) at all times.
3. All transactions must be documented with a three-part receipt. One receipt is given to the payee, the second is attached as documentation to the deposit, and the third is filed and maintained per the TFS Record Retention Policy.
4. All bank deposits must be accounted for and documented as written in the TFS Cash Handling Procedures.
5. Bank deposits must be verified by someone who does not typically handle cash. For example, the school principal or assistant principal(s).
6. Bank deposits must be made on a weekly basis if either of the two conditions occur:
    - there is more than $100 in cash receipts; or
    - at least one check or money order is received, during regular business hours.
7. The office should be supplied with adequate cash to make change for payees making cash payments ($300). The change must also be reconciled on a weekly basis.

8. No one, under any circumstances, may borrow any money from the cash box, or use this money to purchase items for the school. THIS IS NOT A PETTY CASH BOX.
9. It is the responsibility of the Office Manager/Office Support staff to ensure that all funds are received, receipted, safeguarded, and accurately accounted for on a daily basis. Any discrepancies in cash handling or deviations from this policy may result in disciplinary action, up to and including termination of employment.

DFEE – Credit Card (CC)

1. Third Future Schools Finance Department may establish credit cards (Ramp) for employees in good standing. Recurring credit card limits shall not exceed $25,000 for any one card. Credit card limits may be adjusted to accommodate large purchases previously approved through Third Future Schools's accounts payable system.

2. The assignment of a credit card does not exempt card holders from following Third Future Schools's procurement policies and procedures.

3. Card holders must adhere to Third Future Schools's purchasing policy before making any purchases.

4. Credit card purchases can only be made by the designated cardholder and/or their designee.

5. Credit cards can be used to purchase goods and services that have been approved and are within the fiscal year budget.

6. Credit cards should never be used for a cash advance or to purchase any controlled/banned substances.

7. Credit cards must not be used for personal expenses including but not limited to entertainment; alcohol; tobacco; and cash advances.

   - If personal charges are added to the credit card, the card holder or approved designee must notify the Finance Department immediately and submit a check or money order payable to Third Future Schools for the personal charge.
   - Repayment is due within 30 days of the charge.
   - If payment is not made by the employee, Third Future Schools reserves the right to deduct the expense from the employee's next paycheck.

8. Receipts are always required. Itemized receipts are required for any purchase. Non-itemized receipts will be recorded by the Finance Department monthly.

9. Receipts and the credit card reconciliation form must be submitted by the 10th calendar day each month in order to retain credit card privileges. Late submission will be recorded by the Finance Department monthly.

10. For each lost or non-itemized receipt, the card holder or designee must either repay Third Future Schools or has the option to submit a missing receipt form to the Finance Team.

11. Any lost or non-itemized receipt not approved by the Finance Team or Executive Director must be repaid to Third Future Schools within the current fiscal year.

12. Repeated misuse of the credit card (instances below) will result in the loss of credit card privileges and could lead to termination.

a. Unapproved charges

b. Excessive lost and/or non-itemized receipts

c. Late submission of credit card reconciliation form

d. Excessive personal charges

e. Unpaid personal charges

13. Lost or stolen cards must be reported immediately to the Finance Department.

DIE -- Fiscal Accounting Policy

Financial Administration

The Superintendent shall not cause or allow any financial activity or condition that materially deviates from the budget adopted by the Board; cause or allow any fiscal condition that is inconsistent with achieving the Board's results or meeting any operational expectations goals; or places the long-term financial health of the school in jeopardy.

The Superintendent will:

1. Assure that payroll and legitimate debts of the school are promptly paid when due.

2. Assure that all purchases are based upon comparative prices of items of similar value, including consideration of both cost and long-term quality.

3. Use a competitive bidding procedure for the purchase of supplies, materials and equipment, and any contracted services except professional services, for all transactions in excess of $50,000.

4. Coordinate and cooperate with the Board's appointed financial auditor for an annual audit of all district funds and accounts, assuring that the audit report is presented directly to the Board and in terms of district compliance with this policy.

5. Make all reasonable efforts to collect any funds due the district from any source.

6. Keep complete and accurate financial records by funds and accounts in accordance with Generally Accepted Accounting Principles.

7. Publish a financial condition statement annually.

The Superintendent may not without Board approval:

8. Expend more funds than have been received in the fiscal year unless revenues are made available through other legal means, including the use of fund balances, the authorized transfer of funds from reserve funds or from tax anticipation notes.

9. Obligate the school for any short or long-term expenditures that would indebt the school.

10. Expend monies from reserve funds.

11. Permanently transfer money from one fund to another.

12. Allow any required reports to be overdue or inaccurately filed.

13. Receive, process or disburse funds under controls that are insufficient under generally accepted accounting procedures.

DJ -- Procurement

Purpose:
The purpose of this Policy is to structure TFS's purchasing processes and sourcing strategies to ensure that the services and goods we acquire are the result of transparent, objective, time and cost-effective decision making and risk management.

Policy Statement:
Third Future Schools (TFS) Procurement Policy is designed to provide guidelines for the procurement of goods and services, and to ensure that ethical and professional practices are adhered to. This Policy is applicable to all TFS employees who order goods and/or services, or any other person involved with the procurement process.

PURCHASING GUIDELINES

- Procedures and processes must reflect a procurement system that is fair, equitable, transparent, competitive, cost effective, and provides a quality product.
- When making purchases, consideration will be given to the price as well as other factors such as timely delivery, warrant ability, quality of the product and such other factors as the district in its sole discretion deems appropriate.
- TFS will take appropriate action against corrupt or unethical activities and acts of financial misconduct.
- Procedures are to be established which assure that purchases are appropriate and that funds are available before purchases are authorized.
- All transactions should be properly documented.
- Guidelines related to the receipt of gifts and promotional items must be adhered to.
- Where possible, TFS will purchase from local suppliers rather than from overseas suppliers, to encourage local business development.
- Purchases of supplies, materials, equipment, and other items or services necessary and appropriate for the operation of TFS are authorized to be made by the Superintendent or designee, after the TFS Board of Directors has adopted a budget and appropriated funds.
- TFS shall obtain competitive quotations or bids whenever possible with the understanding that there are special, unique, or emergency items or services which will not always lend themselves to such processes.
- TFS personnel shall not use district bids, purchase orders, manual checks, petty cash, or tax exempt status to obtain materials, equipment or services for their personal benefit.

- Should there not be mutual agreement between the initiator of the purchase request and the Director of Finance as to the propriety of any purchase request, the matter shall be referred to the TFS Superintendent.
- All purchases, financial commitments, and contracts for services, except for approved capital projects of $750,000 or more, shall be deemed as approved by the TFS Board of Directors. Exceptions may be made by the Superintendent or designee in cases of emergencies, which shall be reported to the Board no later than its next regular meeting.
- Any expenses (except for emergency situations, see above) between $25,001 and $750,000 that require a budget adjustment of more than 10% of the Board approved budget line item or requires a budget adjustment to a restricted Board approved budget line item, written approval is required by the TFS Board of Directors. This may require an ad hoc meeting to facilitate the approval.

The Department of Finance has the responsibility for reviewing the availability of funds and the accuracy of the purchase requisition and may seek further clarification as to the necessity or appropriateness of the material or service.

The Department of Finance shall have the responsibility for ensuring that any purchases requiring competitive quotations or bids is adhered to. Sound business judgment is to be exercised in determining those materials and services which lend themselves to the bidding process. Users may assist in developing specifications and be involved in selections. Cooperative purchasing with other school districts or governmental agencies is encouraged. Particular emphasis is to be placed on quantity purchasing.

Leasing of equipment for school district purposes must meet guidelines for multiyear contracts specified by each State's statute. Prior to entering into a contract for the lease of equipment for any district use, the request must be reviewed by TFS Finance Committee in collaboration with the Director of Finance. and approved by the Superintendent or designee.

TFS Department of Finance is available to assist employees when purchasing materials, services, or entering into a contractual agreement.

Purchase Authorization/Contract Execution:
Purchases from any TFS fund must be approved/authorized in accordance with all TFS policies and require the following approvals shown in the chart below.

Type	$ Amount	Preferred Payment Method	Budget Approval Required By
Purchases of materials, supplies, and/or services (including capital equipment) will be processed as follows:			
Any total purchase (cumulative)	Up to $2,500	Credit Card/ Employee Reimbursement	Written approval from appropriate budget authority such as principal, director, Superintendent or designee
Any total purchase (cumulative)	$2,501 to $25,000	Credit Card/Account Payable Process*	Written approval from appropriate budget authority such as principal, director, Superintendent or designee
Any total purchase (cumulative)	$25,001 to $750,000	Account Payable Process*	Written approval from appropriate budget authority such as a director, Superintendent or designee. If the expense requires a budget adjustment of more than 10% of the Board approved budget line item or requires a budget adjustment to a restricted Board approved budget line item, written approval is required by the TFS Board of Directors.
Any total purchase (cumulative)	$750,001 or over	Account Payable Process*	Written approval required by the TFS Board of Directors

*A different purchasing method may be used if authorized by the Director of Finance or designee.

Due to the size and organizational structure of TFS, the following chart outlines the approval policy for specific TFS positions:

Position	$ Amount	Budget Approval Required By
TFS School Staff: assistant principals, deans, teachers, front office staff	Up to $2,500	Written approval from appropriate budget authority: School Principal TFS Directors Superintendent or designee
	$2,501 to $25,000 **EMERGENCY PURCHASES ONLY**	Written approval from appropriate budget authority: School Principal TFS Directors Superintendent or designee
	$25,001 to $750,000 **NOT ALLOWED**	N/A
	$750,001 or over **NOT ALLOWED**	N/A
TFS School Staff: principals (or designated school leaders)	Up to $2,500	No approval is required so long as the purchase adheres to TFS Procurement Policies and Procedures.
	$2,501 to $25,000 **EMERGENCY PURCHASES ONLY**	Written approval from appropriate budget authority: TFS Directors, Superintendent or designee
	$25,001 to $750,000 **NOT ALLOWED**	N/A
	$750,001 or over **NOT ALLOWED**	N/A
TFS Directors Operations Executive Dir. of Schools	Up to $2,500	No approval is required so long as the purchase adheres to TFS Procurement Policies and Procedures.
	$2,501 to $25,000	Written approval from appropriate budget authority: TFS Director of Finance, Superintendent or designee

	$25,001 to $750,000	Written approval from appropriate budget authority: Superintendent or designee, Reviewed by TFS Finance Committee If the expense requires a budget adjustment of more than 10% of the Board approved budget line item or requires a budget adjustment to a restricted Board approved

		budget line item, written approval is required by the TFS Board of Directors.
	$750,001 or over **NOT ALLOWED**	Written approval required by the TFS Board of Directors

Position	$ Amount	Budget Approval Required By
TFS Director of Finance	Up to $25,000	Reviewed by TFS Finance Committee
	$25,001 to $750,000	Written approval from appropriate budget authority: Superintendent, Reviewed by TFS Finance Committee If the expense requires a budget adjustment of more than 10% of the Board approved budget line item or requires a budget adjustment to a restricted Board approved budget line item, written approval is required by the TFS Board of Directors.
	$750,001 or over **NOT ALLOWED**	N/A
TFS Superintendent	Up to $750,000	Reviewed by TFS Finance Committee If the expense requires a budget adjustment of more than 10% of the Board approved budget line item or requires a budget adjustment to a restricted Board approved budget line item, written approval is required by the TFS Board of Directors.

	$750,001 or over	Written approval required by the TFS Board of Directors

*A different purchasing method may be used if authorized by the Director of Finance or designee.

Noncompetitive/Sole Source Purchases:
Sole source purchases are characterized as the one and only source, regardless of the marketplace, possessing a unique and singularly available performance capability. The Director of Operations or designee is responsible for approval of requests for sole source purchases. Appropriate substantiating written documentation is required and may include:

- That the efficient utilization of existing goods requires the acquisition of compatible goods or services;
- That the efficient provisioning of services requires providers who are familiar with TFS's unique model and system;
- That the goods or services required for the exchange of software or data with other public or private agencies are available from only one source;
- That the goods or services are for use in a pilot or an experimental project; and/or

- Other findings that support the conclusion that the goods or services are available from only one source.

Purchases are to be made competitively with the exception of the following:

1. The competitive process will result in higher cost or otherwise adversely affect TFS as determined by the Director of Operations. The Director of Operations shall document the basis for the determination in the purchasing file.
2. The service is a professional service that requires a higher degree of professional skill such as engineering and architectural services, professional management or educational consulting, legal services, medical services, technology services or other services as determined by the Director of Finance and the Director of Operations, Executive Director of Schools, or the Superintendent for capital construction related services.
3. A particular product or service is required to standardize or maintain standardization, reduce financial investment, or simplify administration.
4. A particular product or service is required to maintain interchangeability or compatibility as a part of an existing system.
5. Purchases are made in cooperation with federal, state, other local government units, other school districts, the Cooperative Education Purchasing Council, U.S. communities, Western States Contracting Alliance or the Multiple Assembly of Procurement Officials when it is in the best economic interest of TFS as determined by the Superintendent.
6. Instructional materials; e.g. textbooks, library books, tests, teaching aids, publications, videos, films or software.
7. The product or service is the subject of an insurance claim or a change order.
8. The product is perishable, and the purchase would not encourage favoritism or substantially diminish competition.
9. The product is for resale.
10. Property (Real Estate)
11. Surplus Property
12. Advertising agreements
13. Purchases less than $50,000
14. The purchase is made pursuant to an existing purchase agreement that has substantially complied with the requirements of TFS Purchasing Guidelines
15. Emergency contracts pursuant to the requirements set forth in this policy

Specific Vendor or Brand Name Purchasing Requests:
When there is a request to purchase a specific product or to use a specific product or to use a specific vendor, the following information is required to justify the purchase:

- Identify the unique features and performance capabilities.
- If there are other products and/or services available, explain why they are not acceptable.
- Identify any no cost items to be part of the purchase.
- Explain any maintenance or technical support issues.

Emergency Purchases:
Emergency situations shall be defined as those instances that may adversely affect the health, welfare or safety of students, employees or the general public, when any delays would place an

excessive financial burden on TFS, or when delays would cause significant harm to TFS. In the case of an emergency requiring the immediate purchase of goods or services, the employee managing the emergency shall have the authority to authorize the purchase of necessary goods or services in the open market regardless of the amount of the purchase.

Follow up for emergencies occurring during weekday working hours:

- Contact and receive approval from the Director of Finance or designee.
- Submit a written explanation of the emergency to the Finance Department.
- Only minimum quantities should be ordered.
- Every effort will be made to place emergency orders the same day.

Follow up for emergencies occurring during periods other than normal working hours:

- An emergency purchase may be made directly with the vendor by a school or department.
- A letter of justification explaining the circumstances of the emergency must be delivered to the Finance Department during the first working day after the purchase.

Unauthorized Purchases:
Unauthorized purchases by school or department staff will not be processed by the Finance Department. Individuals who make unauthorized purchases may be held personally responsible for payment and/or subject to disciplinary action.

If it is determined that TFS will assume responsibility for the purchase, payment may be processed through the Accounts Payable process with a memorandum to the Director of Finance explaining the circumstances of the purchase. It is the responsibility of the principal, department director, or designee to approve the unauthorized purchase, if it is in the best interests of TFS, and to discuss TFS policy with the individual.

Either significant or repeated unauthorized purchases will be reported to the Superintendent.

The Director of Operations shall establish bid/proposal terms and conditions that govern all procurement transactions. Unsolicited bids/proposals and bids/proposals from unapproved or non-prequalified vendors shall not be considered unless the Director of Operations determines that it is in the best interest of the district to accept such bids/proposals. Purchases made directly from other district departments are exempt from these solicitation guidelines. Note that the source of funds for the purchase may affect the method.

Bid/Proposal/Quotation Award Authorization:

- **Requests for Proposal:** The Superintendent, Director of Operations or designee must approve all awards.
- **Less than $50,000:** This would be considered a small-dollar purchase that may be awarded at the buyer's discretion. A competitive process is not required; however, an e- mail or facsimile quote may be deemed appropriate.
- **$50,000 up to $100,000:** Informal Procurement Procedures.
- **Greater than $100,000**: Formal bid/proposal. The Superintendent, Director of Operations or designee must approve all awards.

Informal Procurement Procedures:
Any procurement of goods or services exceeding $50,000 but not exceeding $100,000 may be awarded in accordance with informal procurement procedures. A contract awarded pursuant to these procedures may be amended to exceed $100,000 only if the amendment is necessary to the fulfillment of the contract and the basis for the need to amend is not reasonably foreseeable at the time of the original award. Amendments with the aggregate total of 10 percent or less of the original contract price will be presumed to be reasonable.

A procurement may not be artificially divided or fragmented so as to qualify for an informal procurement under this section.

When conducting an informal procurement, the purchaser shall seek at least three informally solicited competitive price quotes or competitive proposals from prospective contractors. The purchaser shall keep a written record of the sources and terms of the quotes or proposals received. If three quotes or proposals are not reasonably available, fewer will suffice, but the purchaser shall create a written record of the effort made to obtain the quotes or proposals.

If a contract is awarded, the purchaser shall award the contract to the offeror whose quote or proposal will best serve the interests of the contracting agency, taking into account price as well as considerations including, but not limited to, experience, expertise, product functionality, suitability for a particular purpose and contractor responsibility.

Formal Procurement Procedures:
Procurements shall be awarded by formal competitive solicitations as follows:

- Competitive Sealed Bids: Defined as quotes and bids where detailed specifications, which describe the materials, equipment, and/or service, are available. Formal bids may be opened at public meetings. When opened in public, prices and relevant information are read to those in attendance. An award is offered to the lowest priced and most responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation to bid.
- Competitive Sealed Proposals: These are defined as instances when the products, services or projects are of a complex nature or when the expertise of the marketplace is required. Only the identities of those who have responded will be read at proposal openings. An award is made to the responsible offer or the proposal determined to be the most advantageous to the district, taking into consideration price and other evaluation factors set forth in the request for proposal.

Negotiations:
Competitive or noncompetitive negotiations may be used in place of proposals or may be used as part of any proposal process if the Superintendent or Director of Operations or designee determines that this is in the best interest of the district.

Dispute Resolution:

The Superintendent or designee is authorized to settle and resolve questions regarding any protest concerning the solicitation, consideration or award of a bid/proposal, or controversies arising between the district and a vendor with regard to contracts. If deemed necessary, TFS counsel shall be consulted. Only protests sent directly to the Superintendent will be recognized for consideration. The decision of the Superintendent shall be final. Protests of a solicitation must be filed in writing within seven (7) business days of posting bid/Request for Proposal (RFP) document. Protests of an award of a bid/RFP must be filed in writing within seventy-two (72) hours of the intent to award notice.

Public Access:
Quotes and bids shall be subject to public inspection throughout the evaluation process. Requests for proposals shall be considered working documents that may be negotiated and therefore shall not be subject to public inspection during the evaluation process. These documents will be available for review once an award has been made. However, any bidder or proposer may submit confidential items such as intellectual property, trade secret, privileged or confidential commercial or financial information as long as those items are clearly identified, limited to the scope as set forth in this section and reasonably separated so as not to limit disclosure of nonprivileged information. Such identified documents shall not be disclosed pursuant to each state's Public Records Laws. All information in each state's statute is a strong presumption for disclosure. Marking information as confidential is not necessarily sufficient to prevent disclosure. The following information concerning the proposal shall not be considered as confidential commercial information even if it is clearly marked as such: prices, non-financial information concerning compliance with specifications, guarantees and warranties.

Public Works Contract
The following procedures shall be used when awarding a public works contract. However, the provisions in this section shall not be applicable if a public work project utilizes federal funding.

Public Works: "Public works" means any construction, alteration, repair, demolition or improvement of any land, building, structure, facility, road, highway, bridge or other public improvement suitable for and intended for use in the promotion of the public health, welfare or safety and any maintenance programs for the upkeep of such project exceeding $500,000 in a fiscal year.

Work Force:
Colorado labor shall perform at least 80 percent of the work of each separate construction phase for any public works contract. TFS shall waive the 80 percent requirement if there is reasonable evidence to demonstrate that insufficient Colorado labor is available to perform the work of the project and if compliance would create an undue burden that would substantially prevent a project from proceeding to completion. TFS shall post notice of this waiver and justification on its website. TFS will not impose contractual damages on a contractor for a delay in work due to the waiver process.

E. Support Services

TFS Board Policy EBCE-R – School Closing
Revised 29 August 2018

EBCE-R – School Closing

Responsibilities

The Superintendent or designee is responsible for making the decision on all school closures, delays or early dismissals. It is the intent of the Third Future Schools Board and the Superintendent to keep the school open on every scheduled student-teacher contact day. The only time the school will close on a scheduled student-teacher contact day is when emergency vehicles cannot navigate the roads or the city requires vehicles to stay off the roads. Still, the Network recognizes that there may be other emergencies or situations that may require one of our schools to close for the day.

A timely decision to cancel or delay the start of school shall be made to ensure announcements are provided to the public no later than 5:30 a.m. unless there are extenuating circumstances.
A decision to implement an early release of school shall be made to ensure announcements are provided to the public no later than 11:00 a.m. unless there are extenuating circumstances. The decision to cancel extracurricular activities will be made by 1:00 p.m., unless there are extenuating circumstances.

The principal of the school will be responsible for disseminating information on all closures, delays, early releases and cancellations to local media and publicizing such information on other appropriate forms of communication/media.

When schools are open, parents may choose to keep their children home or delay their arrival when conditions warrant. Such absences may be excused pursuant to Policy JH, Student Absences and Excuses.

Employees

When schools remain open during adverse weather, employees are required to attempt to report as soon as it is reasonably safe to do so. If an employee deems it too dangerous to travel to the school, he/she should notify the principal immediately. If conditions change, the employee should report to work if there are at least two hours remaining in the scheduled school day.

LEGAL REFS.: C.R.S. 22-32-109 (1)(n)
C.R.S. 22-33-104 (1)

EBD -- Maintenance/Control of Materials/Property Management

The school administration shall ensure that proper records are kept on all textbooks, permanent supplies, and equipment owned by the school system.

Records shall include records of issuance of such items to the school and teacher records of issuance to students.

School administration, staff members, and students shall be held responsible for items that have been issued for their use.

The Superintendent shall establish procedures for the use, maintenance, and control of cellular phones and computer equipment.

All school-owned equipment for extracurricular activities, shall be issued at the beginning of each season and returned at the end of each season. Complete records shall be kept on all such equipment.

At least once a year, teachers shall make a careful inspection of textbooks and permanent supplies in use by students. They shall impose fines for damages resulting from carelessness and unwarranted use by students, provided that no fines shall be imposed without the approval of the Principal.

A damage and loss statement will be filled out for any lost or damaged property. The damage and loss statement will be submitted to the supervisor of the accountable person. Loss or damage due to negligence may result in forfeiture of equipment, inability to sign for or use school property in the future, or other disciplinary action.

The Superintendent upon review of the damage and loss statement may alter the disciplinary decision made by the accountable person's supervisor.

EB-R – Safety Program

In order to meet the objectives of the Third Future Schools Board of Education (the Board) safety policy, it is necessary for all students, employees, volunteers and visitors to be aware of and comply with all approved TFS (the network) safety standards, first aid and occupational safety and health policies and procedures, and applicable state and federal safety and health requirements.

RESPONSIBILITIES

It is the responsibility of the Superintendent or his/her designee(s) to ensure: the implementation of the Board safety policy (see Board Policy ADD), the approval of all safety and loss control procedures, action plans, contingency plans, and the continuation of a comprehensive safety program, and that budget support is given to all safety program matters.

All principals and supervisors are responsible for the implementation and supervision of the safety policy and regulations within their departments and schools. Safety performance will be measured in the annual job performance evaluation of all levels of supervision. Supervisors shall include employee safety performance in all evaluations.

All employees are responsible for adhering to Network safety regulations.

The Director of Operations shall be responsible for administering the network safety program to include the following:

- Monitor and evaluate all accident and incident reports and ensure appropriate investigative findings and identified corrective actions are initiated.
- Initiate all proposed safety, standards, procedures and programs.
- Be the primary contact point for all site designated safety representatives/ principals, on all matters involving safety.
- Monitor and evaluate future legislative changes and implement as required.
- Assess locations for safety program compliance and assist in the identification and implementation of preventative and/or corrective action.

- Develop and deliver accident and injury prevention training and equipment, and safety awareness communications.

- Assign appropriate priority levels for all safety projects.

- Maintain and communicate on a regular basis safety performance information and analysis.

- Assist all departments and locations in safety related budget planning.

- Create and convene special investigative committees as deemed required for the additional investigation and review of significant incidents or accidents.

- Prepare and submit to the Superintendent or designee an annual report on Network safety performance.

GOVERNANCE:

The Director of Operations will identify the safety program requirements of the network to include:

- Establish high, but obtainable annual accident prevention goals.

- Develop long term safety strategies for the safety of students and employees.

- Review safety performance results and trends and identify methods to ensure continuing favorable results.

- Analyze results of loss prevention audits and inspections for physical hazards, safe work practices, and identify corrective actions as required.

- Review results of accident and incident investigations to identify and eliminate primary causes, to include unsafe acts and/or conditions.

- Develop and coordinate safety awareness and focused training programs for all employees.

Designated Site Safety Representative: Each principal shall serve as, or shall designate, a building safety representative, and appoint an alternate. This individual will serve as a focal point for identifying safety questions or concerns to the Director of Operations and assist the location by performing the following functions:

- Perform safety audits of the facility and grounds.

- Identify, report, and correct (when possible) unsafe conditions and unsafe acts.

- Assist in facilitating safety awareness training and communications.
- Communicate site safety performance data provided by the Director of Operations.
- Review pedestrian, bus and traffic safety, especially in and around the school.

School principals may establish a site safety committee to address school specific safety issues, and to promote a high level of safety awareness. Should a site safety committee be formed, it is recommended the site safety representative chair the committee.

Central Administration: The Superintendent and school leaders shall on a regular basis evaluate the results of the safety program, to include:

- Approve safety standards, procedures and regulations.
- Review safety performance of all locations and departments, and initiate actions as deemed appropriate.
- Review, identify and approve funding for unfunded high priority safety projects.
- Support safety and loss prevention activities on a network-wide basis.

LEGAL REFS.: C.R.S. 9-1-101 through 9-1-106
C.R.S. 22-3-101 through 22-3-104 C.R.S. 22-32-110 (1)(k)
C.R.S. 22-32-124(2)
C.R.S. 24-10-106.5

CROSS REFS.: EB, Safety Program Regulation
ADD, Safe and Secure Schools
JLCE, First Aid and Emergency Medical Care

EEAEC-R – Student Conduct on School Buses

GENERAL

The safety and welfare of students shall be a primary consideration in matters pertaining to student transportation. The Student Handbook and school behavior guidelines govern the conduct of students in the school and on Network property, including school buses. In addition, theses regulations apply regardless of whether the student is being transported to or from school, to or from a field trip, or is being transported by a Network vehicle for any other reason.

RESPONSIBILITIES

The principal shall publish and promulgate the student handbook and behavior guidelines. The Director of Operations will develop, maintain, and publish the handbook and guidelines on the Network's website. The Director shall use approved strategies for developing, communicating and teaching student expectations for safe conduct as it pertains to student transportation services.

Each student is responsible for complying with the handbook and behavior. Parents/guardians are expected to review and discuss the rules and guidelines with their students. Both shall be aware of all Network policies concerning the handbook and guidelines in an effort to help them understand and assume responsibility for safe, appropriate, and acceptable school bus conduct.

The school bus driver shall have the authority and responsibility to maintain order on the school bus. Students will be required to act in accordance with all policies and regulations pertaining to student transportation. The driver will report student unsafe behavior or other misconduct to the principal in a timely manner.

Unless otherwise provided by law, the principal shall have the authority to discipline any student who commits an infraction of the rules and guidelines. He/she has the authority to suspend the riding privileges of any student whose behavior threatens to place or places the student and/or others in an unsafe situation. A student's parent/guardian will be notified of a suspension from bus transportation for their student.
The principal shall establish a progressive disciplinary process to address student misconduct on the bus. The principal shall be the deciding authority concerning a student's continued eligibility or reinstatement of a student's privilege of Network provided transportation services.

EHB – Record Retention

Purpose:
The purpose of this Policy is to ensure that necessary records and documents of are adequately protected and maintained and to ensure that records that are no longer needed by Third Futures Schools or are of no value are discarded at the proper time.

Policy Statement:
Third Future Schools (TFS) Record Retention Policy is designed to establish procedures for the retention and destruction of school records.

Policy:
Records are to be retained as follows regardless of the physical format of the record including e-mail, Web files, text files, sound and movie files, PDF documents, and all Microsoft Office or other formatted files.

Provided that no retention period is specified for duplicate copies, retain those that are created for administrative purposes for one year, and retain those created for convenience or reference purposes until no longer needed or for one year, whichever is first. Duplicate copies should not be retained longer than the record copy.

<u>BOARD OF DIRECTORS</u>

General Description:
Records generally relating to the TFS Board and its members that govern TFS. The specified retention period applies to the information contained within the record, regardless of the physical format of the record (paper, microfilm, computer disk or tape, optical disk, etc.).

1. MINUTES OF THE MEETINGS OF THE BOARD OF DIRECTORS (Board) that record the nature of the meeting, proceedings of the meeting, all actions taken by the Board, all business that comes before the Board, the names of all persons who speak before the Board and their general topic, if an executive session was held and the general topic, and a record of adjournment.
   Retention: Permanent

2. LEGAL OPINIONS requested by the Board and supplied by Third Future School (TFS) counsel or the courts, that provide legal guidance on various matters pertinent to TFS.
   Retention: Permanent

3. ORGANIZATION AND REORGANIZATION RECORDS OF TFS that may include but are not limited to:

a. Public Petitions
b. Legal descriptions and maps
c. Requests for exclusion
d. Mill levy data
e. Election results
f. Court orders

Retention: Permanent

4. BOARD MEETING AGENDAS that provide the schedule of topics that the Board will consider at each meeting.
   Retention: 1 year

5. SCHOOL BOARD ELECTION RECORDS that include but are not limited to:
   a. Election ballots or surveys
   b. Election results
   c. List of eligible voters

   Retention: 30 days after the election provided the election or the results of it have not been challenged. Should an election be contested all records are to be retained until such time that the appropriate court or authority allows them to be destroyed.

6. BOARD POLICY AND PROCEDURES MANUAL that identifies the TFS official policies and procedures that are to be followed by staff and students.
   Retention: Permanent

7. RESOLUTIONS OF THE BOARD that relate to TFS's endorsement of a position, action or policy on a given topic such as supporting a statewide referendum on school funding.
   Retention: Permanent

GENERAL ADMINISTRATIVE RECORDS

General Description:
Records generally relating to the administration and direction of TFS various programs. The specified retention period applies to the information contained within the record, regardless of the physical format of the record (paper, microfilm, computer disk or tape, optical disk, etc.).

1. AGREEMENTS AND CONTRACTS of various kinds that document some form of agreement or contract that is enforceable by law between TFS and other parties regarding leases, franchises, professional services and others that TFS should be involved. **Retention: Duration of the agreement or contract plus 2 years, to include any terms limiting action there under**

2. ANNUAL REPORT of TFS to the Board of Directors and/or persons of TFS.
   Retention: Permanent

3. COMPLAINTS - Communications that are received from parents and/or other persons regarding objections, dissatisfactions, or disagreement with TFS policies or actions. **Retention: 2 years after response or action by the school District, and all rights of appeal have been exhausted**

4. CORRESPONDENCE – LEGAL -- These communications are related to legal issues where TFS is a party. Examples of this type of correspondence are court filings, legal opinions, affidavits, and other topics that may be needed for future use.
Retention: Permanent

5. ELECTRONIC MAIL is a work-related electronic message that is transmitted between two or more computers or electronic terminals belonging to the TFS network.
Retention: Four months (except as outlined elsewhere in this policy)

6. MAPS AND DRAWINGS that relate to building construction and/or remodeling, site plans, engineering, cartographic or other graphic presentations that are needed for the continued operation of TFS and its facilities.
Retention: Permanent

7. NEWS RELEASES that are prepared statements or announcements issued to the news media regarding TFS Board decisions, changes in senior administrative personnel, and/or program changes or termination of specific school programs. It should be noted that major policy or *historical news releases should be retained indefinitely.*
Retention: 2 years

8. RULES AND REGULATIONS adopted by TFS Board in relation to various school activities and functions. Examples of these would be to protect students and staff, set standards of conduct and dress, and provide accountability to the taxpayers.
Retention: Permanent

9. STUDIES AND PLANS prepared by TFS or contractors for TFS. Examples include feasibility studies, planning and land use, population estimates, educational achievement, capital projects, transportation projections and other documents that have long-term reference or historical value to TFS.
Retention: 5 years

<u>STUDENT SERVICES RECORDS</u>
General Description:
Records generally relating to academic records of children within TFS. The specified retention period applies to the information contained within the record, regardless of the physical format of the record (paper, microfilm, computer disk or tape, optical disk, etc.).

NOTE: RECORDS OF THE STUDENT FROM ELEMENTARY AND MIDDLE SCHOOL SHOULD BE MERGED INTO THE STUDENT PERMANENT RECORD WHEN HE OR SHE REACHES HIGH SCHOOL.

1. STUDENT PERMANENT RECORD: These records are divided into three categories: personal information, enrollment history, and academic performance. Each School District keeps information about students in different ways and on different forms. Therefore, the retention schedule presents the kinds of information or data elements that are maintained in files, rather than the names of the forms on which information may be found.
    a. Personal Information --This information, except for the immunization record, is usually found with the student's permanent record.
        i. Student's identification number: The District assigned number used for record keeping purposes.
        ii. Legal name of student
        iii. Legal name of parent(s) or guardian
        iv. Date of birth
        v. Gender
        vi. Address
        vii. Telephone number
        viii. Immunization record for withdrawal
    b. Enrollment History -- This information should be on the transcript. It consists of the following:
        i. Exact date the student enrolled in TFS
        ii. Name, city and state of the previous school(s) attended outside TFS
        iii. The schools attended within TFS
        iv. The dates and grade levels of the student
        v. Date the student withdrew or graduated from TFS
        vi. Name, city and state of the school to which the student is withdrawing
    c. Academic Performance -- usually found on the transcript or on report cards.
        i. Classes and/or grade level taken
        ii. Semester grades
        iii. Postsecondary courses/semester grades
        iv. Standardized test scores
        v. Advanced placement (AP) test scores
        vi. Grade point average (GPA)
        vii. Class rank
        viii. College placement test scores (i.e., ACT/SAT)

    Retention: Permanent or until the records are transferred upon an official records request

2. STUDENT CUMULATIVE RECORDS: Records that contain optional information on students attending school at TFS. The record may contain but is not limited to:
    a. Other information that enabled school officials to counsel with students and plan appropriate activities.
    b. Immunization record for graduates
    c. Ethnic code (This code is of use only to the District in which the student is enrolled.)
    d. Withdrawal grades (sometimes called grades in progress); withdrawal grades are not official grades, i.e., no credits are earned. Their purpose is to facilitate enrollment at the student's next school.
    e. Supplementary programs: Examples of such programs are gifted and talented, bi- lingual, English as a Second Language (ESL), and Title 1.
    f. Health records, hearing and vision screenings, visits to the school clinics, or similar records are not required information.
    g. Signed release of records: The purpose of this record is to document whether or not student record information was released, as requested by the parent or student.
    h. Progress reports: Mid-semester grades which inform parents and students of how the student is doing. These are not official grades and do not have long- term value.
    i. Out-of-District records
    j. School fines
    k. Emergency information
    l. Marriage licenses: Students may obtain a copy from the state or country in which they were married. It is not the responsibility of the school District to maintain these records permanently.
    m. Birth certificates: Students may obtain a copy from the state or country in which they were born. It is not the responsibility of the school District to maintain these records permanently.
    n. Court orders denying access to records
    o. Adoptions: The child's legal name should be changed on the transcript, although the previous name should also remain part of the transcript. It is not the responsibility of TFS to maintain permanent adoption records
    p. Guardianships: It is not the responsibility of TFS to maintain guardianship records
    q. GED records: This information is retained permanently at the Department of Education.

    Retention: (1) For graduates: purge immediately after graduation; (2) For withdrawals: destroy after the student leaves the District unless there is a compelling need to keep it longer.
3. Report Cards that document the periodic report by a school about a student's academic, social, emotional, and physical progress. Information includes, but is not limited to, full legal name of student, teacher's name, name and address of school, indication of attendance during reporting period, grades, and other related information.
    Retention: 1 year after school year in which records were created, provided semester grade is recorded in the student permanent record

4. Student Discipline, Suspension, and Expulsion Records documenting inappropriate student behavior and corrective actions taken. Information includes referral and action form, notes,

letters to parents, suspension documentation, detention documents, hearing notices, bus driver referrals, statements and conference notes.
Retention: (1) When suspended and subsequently expelled, keep permanently. Information will be stored in the student information system and paperwork will be scanned into an electronic file in student records. The permanent record file must be retained until student reaches the age of 21. (2) When disciplined or temporarily suspended and returned to school with no further rules infractions: until the student is no longer enrolled

5. Student Truancy Records: Records created to document student's excessive absences and action taken to correct the problem by school personnel. Information includes referral and action forms, letters to parents, attendance profile sheets, correspondence, release forms, copies of initial court petitions, copies of court orders, hearing notes, affidavits and visitation documentation.
   Retention: until the student is no longer enrolled

SPECIAL SERVICES/SPECIAL EDUCATION RECORDS

General Description:
Records generally relating to special needs of children within TFS. The specified retention period applies to the information contained within the record, regardless of the physical format of the record (paper, microfilm, computer disk or tape, optical disk, etc.).

1. SPECIAL SERVICES STUDENT FILE: Records may include but are not limited to:
   a. IEP and Supporting Documentation
   b. ISP (Individual Service Plan)
   c. IFSP (Individual Family Service Plan
   d. Testing Documentation
   e. Health Record
   f. Psychological Report
   g. Student Achievement
   h. Referrals, Permissions & Notices
   i. Student Assessment Reports
   j. Evaluations and Accompanying Reports
   k. Outside Agency Information
   l. Literacy Plan
   m. Behavior Support Plan
   n. Communication Plan
   o. Health Plan
   p. Service Plan
   q. Request for Records
   r. Record of Access

   Retention: Three years after all special services/special education and related services have ended.

BUILDING AND GROUNDS RECORDS

General Description:
Records generally relating to the construction and operation of facilities and grounds within TFS. The specified retention period applies to the information contained within the record, regardless of the physical format of the record (paper, microfilm, computer disk or tape, optical disk, etc.).

1. CONSTRUCTION PROJECT FILES: Records may include but are not limited to:
    a. Surveys and plot plans that pertain to school real estate
    b. Final blueprints, specifications and shop drawings and all modifications made thereto
    c. ADA plan
    d. Evacuation plan
    e. Federal and state environmental reports (asbestos, lead, radon etc.)
    f. Certificate of occupancy and final building inspection reports

    Retention: Permanent

2. DEEDS TO REAL PROPERTY that legally convey the land to TFS ownership and include the filing reception number in the county clerk and recorder's office.
    Retention: Permanent

3. RECORD OF UTILITY USAGES documents the electricity, gas, water or other utility that each building consumes each month or year.
    Retention: 5 years or until no longer needed

4. APPLICATION AND APPROVAL FOR USE OF SCHOOL PREMISES for purposes other than regular school activities.
    Retention: 2 years

FINANCIAL RECORDS

General Description:
Records documenting and ensuring accountability for the receipt and expenditure of public funds. The specified retention period applies to the information contained within the record, regardless of the physical format of the record (paper, microfilm, computer disk or tape, optical disk, etc.).

1. ACCOUNTS PAYABLE RECORDS that serve as the basis for payment of bills by TFS, including copies of bills paid, copies of checks, invoices, purchase orders and receiving reports, and correspondence with vendors.
    a. Accounts payable records, in general - **Retention: 6 years + current**
    b. Balance sheets - **Retention: Until updated**
    c. Bills paid, including invoices and statements - **Retention: 6 years + current**
    d. Charge slips and credit card statements - documentation of charges for items such as printing and meals or credit card transactions. - **Retention: 2 years + current**

e. e. Credit card records - records of credit cards issued to TFS for official school use. - **Retention: 1 year + current, after cancellation**
f. Expense records - records maintained to document travel, mileage, claims for reimbursement and other expenses of school officials while on educational business, including requests, authorizations, reimbursements and other similar information. -
Retention: 2 years, provided audit has been completed
g. Form 1099 - this form is sent to vendors, such as contractors, when the vendor's charges for services exceed $600 for the year. - **Retention: 4 years**
h. Petty cash records - records of petty cash funds account and requests for petty cash for various purposes. - **Retention: 1 year + current**
i. Vendor files - files maintained as a unit to track accounts payable activity for specific vendors, including information such as the federal taxpayer identification number, name and address, correspondence, copies of checks, etc. - **Retention: 6 years + current**

2. ACCOUNTS RECEIVABLE RECORDS that serve as the basis for collection of amounts owed by vendors, organizations and persons having accounts with TFS and documentation of billing and collection of monies.
    a. Accounts receivable records, in general - **Retention: 2 years + current**
    b. Balance sheets - **Retention: Until updated**
    c. Cash books, receipts and reports - cash book showing receipts, cash account pre-edit listing, daily cash reports and other documentation of receipt of monies for fees, parking tickets, rentals, registrations, etc. - **Retention: 2 years + current**
    d. Cash register validation tape - **Retention: 1 year + current**
    e. Invoices and statements issued by the school District - billings by school District to outside companies or institutions for damages, supplies, services or repairs, etc. - **Retention: 6 years + current**

3. AUDIT RECORDS documenting external audits of the financial position of TFS.
    a. Audit reports - annual or special reports prepared by external auditors examining and verifying the school District financial activities or the financial activities of a fund, department or other component of the municipal government. - **Retention: Permanent**
    b. Audit work papers - documentation consisting of routine correspondence with auditors and copies of TFS records compiled for use by auditors in performing an audit. - Retention: **2 years + current after completion of audit**

4. BANK RECORDS that document the current status and transaction activity of TFS funds held at banks
    a. Bank statements - monthly statements showing the amount of money on deposit to the credit of TFS. - **Retention: 6 years + current**
    b. Check records:
        i. Canceled checks - **Retention: 6 years + current**
        ii. Duplicate copies of checks - carbon copies or photocopies of checks issued and maintained solely as a quick reference source. - **Retention: 1 year + current**

iii. Check register - chronological listing of check entries. **- Retention: 6 years + current**
iv. Check stubs - **Retention: 1 year + current**
v. Deposit pass books - records of TFS savings account deposits, withdrawals and balances. - **Retention: 6 years + current**
vi. Deposit slips - bank cashiers' slips showing amount and date of deposit of monies into TFS accounts. - **Retention: 1 year + current**
vii. Reconciliations - Retention: **6 years + current**
viii. Trial balances - **Retention: 2 years + current**

5. BUDGET RECORDS
   a. Final adopted budget - final financial plan for the budget established by the TFS as approved by the school Board for the allocation and budgeting of all expenditures of the TFS. - **Retention: Permanent Duplicate copies: Until superseded**
   b. Preliminary draft budget - version of the budget presented for public inspection and review prior to consideration of the budget by TFS Board. - **Retention: 1 year after adoption of final budget Duplicate copies: Until final budget is adopted**
   c. Budget reports
      i. Monthly or quarterly reports - periodic reports regarding the status of receipts and disbursements in comparison to the adopted budget. - **Retention: 2 years + current**
      ii. Year-end reports - summary of annual budget reports compiled at year- end. - **Retention: 6 years + current**
      iii. Budget work papers - papers used to assist in the preparation and review and decision-making processes for department budget request, including reports, budget instructions, work sheets, spending plans, budget proposals, financial forecasting reports and similar records. - **Retention: 1 year + current**

6. FEE AND RATE SCHEDULES that document the fees and rates collected by TFS for various services.
   Retention: Retain current and previous schedules

7. FINANCIAL GUARANTEES: Records relating to the acquisition and release of various forms of financial guarantee, including escrow accounts, letters of credit, liens, promissory notes. These types of records are required by the school District from other parties to ensure performance, payments or the completion of certain specified actions, such as the completion of projects, required improvements or the payment of delinquent bills or assessments. **Retention: 1 year after expiration, completion of guaranteed project (if applicable) or release of the guarantee by TFS**

8. FIXED ASSET RECORDS: Inventories and listings kept to track and control the fixed assets of TFS, including buildings, real estate, office equipment, tools, machinery, and other equipment.
   a. Annual reports - work sheets compiled for annual reports listing totals of all fixed assets, purchases and disposition of assets. - **Retention: Until superseded**

b. Auction records - summary reports and other records of TFS property sold at public auction. - **Retention: 2 years + current**

c. Depreciation detail - **Retention: 3 years + current**

d. Disposition records - records of disposal of school District property (not real estate) and unclaimed, abandoned or confiscated property such as bicycles and computer equipment by competitive bidding or destruction, including date, department name, description of item, value, disposition, method and reason for disposition, condition, value and approvals. - **Retention: 3 years + current after disposition of property**

e. Fixed asset files - listings of all TFS property (buildings and real estate), vehicles, equipment and furniture, including description, cost, date purchased, location, name of vendor and depreciation. - **Retention: 10 years**

f. Fixed assets/inventories - listings of expendable and non-expendable property of TFS, including buildings, real estate, vehicles, furniture, equipment, supplies and other items owned or administered by TFS. - **Retention: Until revised + 1 year**

g. Surplus property records - documentation of the sale of surplus real property, including invitations, bids, acceptances, lists of materials, evidence of sales and related correspondence. - **Retention: 6 years after final payment**

9. TRUST FUND RECORDS: Documentation of bequests to TFS
   Retention: 2 years after trust fund closed

10. GOVERNMENT REVENUE PROGRAMS: Records pertaining to governmental programs allocating state or federal revenue sharing funds to TFS for specific purposes.
    a. Federal revenue programs
       i. Federal excise tax - exemption certificates from gasoline vendors issued to TFS, which are required for allowance of federal tax credits for vendors to bill less the excise tax. – **Retention: 6 years + current**
       ii. Revenue sharing - documentation and reports of TFS receipt and reallocation of federal revenue sharing funds, including public notices, expenditure records and reports, project records, financial and payroll records, etc. - **Retention: 6 years + current**
    b. Instructions for completing government forms. - **Retention: Until superseded or obsolete**

11. GRANT RECORDS: Files pertaining to applications for grants and the administration, monitoring and status of grants received by TFS from private and governmental sources.
    a. Awarded grants - documentation of awarded grants that are accepted by TFS, including records of grant application, performance under the grant, grant contracts and agreements, annual and final performance reports. - **Retention: Duration of grant + 3 years**
    b. Rejected grants - documentation of grants applied for by TFS and either rejected by the grantor or not accepted by TFS. - **Retention: 2 years + current after rejection or withdrawal**
    c. Reports from grant funded programs - periodic reports on the administrative and fiscal operations of federal or state funded programs compiled on a monthly,

quarterly, or semi-annual basis. - **Retention: 3 years after completion of all applicable audits**

12. INSURANCE RECORDS
    a. Certificates of insurance - documentation provided by insurance providers as proof of insurance coverage for specific purposes.
        i. Major school District - **Retention: 10 years after substantial completion**
        ii. Other certificates of insurance **Retention: 6 years after expiration**
    b. Claim records - records of claims for damages made by TFS against other parties and made by other parties against TFS.
        i. Claim records - statements of claims and completed claim forms. - **Retention: 6 years + current**
        ii. Claim reports - summary reports regarding handling and disposition of claims made against TFS and/or its insurance company by other parties - **Retention: 6 years + current**
    c. Employee insurance claim records - records pertaining to employee claims for medical, dental, long term disability and other insurance coverage. - **Retention: 3 years + current after incident is closed and all rights of appeal have expired**
    d. Insurance policies - documents issued by the insurance company to outline liability coverage and risk control standards for TFS under the insurance policy. **Retention: 6 years after expiration of policy, or after all claims made under the policy are settled, whichever is later**

13. INVESTMENT RECORDS: Records documenting various investments made BY TFS.
    a. Bank statements – investments - **Retention: 2 years after investment ends**
    b. Certificates of deposit – registers - **Retention: 6 years after maturity**
    c. Money market certificates - **Retention: 6 years + current after maturity**
    d. Reports - investment of funds - **Retention: 6 years provided audit has been completed**
    e. Saving bond records - **Retention: 6 years + current after final payment**
    f. Treasury bills and notes - **Retention: 6 years + current after maturity**

14. LEDGERS AND JOURNALS
    a. General ledger - year-end summary of receipts and disbursements by account and fund reflecting the general financial condition and operation of TFS; may also include documentation from subsidiary ledgers to general ledger and accounting adjustments in the form of general entries. - **Retention: Permanent**
    b. Subsidiary ledgers and journals - daily, monthly or quarterly transaction detail showing receipts and expenditures such as depositor payment amount, date payee, purpose, fund credited or debited, and check number; provides backup documentation to general ledger - **Retention: 2 years**

15. LOAN RECORDS: Records of loans entered into by TFS.
Retention: 6 years + current after payment and cancellation

16. PURCHASING RECORDS: Records pertaining to procurement of services or commodities, including purchase requisitions, purchase order, vouchers, field order, work orders, invoices and supporting documentation for purchases.
    a. Purchasing records, in general - orders and requisitions - **Retention: 4 years + current**
    b. Bids - bids, quotes and proposals regarding services and commodities received by TFS in response to solicitations.
        i. Accepted bids - received from successful bidders **Retention: 6 years + current, after acceptance of the bid**
        ii. Rejected/Unsuccessful bids - received from unsuccessful bidders -**Retention: 2 years + current**
        iii. Unsolicited bids - received from bidders without solicitation - **Retention: 2 years + current**
        iv. Lease-purchase records - records pertaining to the acquisition of property by lease-purchase transactions. - **Retention: Term of lease-purchase arrangement + 6 years**
    c. Procurement and purchasing policies - directives, memoranda or manuals pertaining to policies established by TFS for the procurement of commodities and services -
    Retention: Permanent Duplicate Copies: Until superseded
    d. Purchasing control forms - purchase orders, purchase requisitions, field purchase orders, vouchers and other forms documentation to procurement process. -
    Retention: 6 years + current
    e. Solicitations and specifications - requests for proposals (RFPs), requests for quotations (RFQs), and other solicitations by TFS for competitive bids, proposals or quotes for the provision of services or commodities; includes bid specifications. - **Retention: 6 years + current**
    f. State bid list - **Retention: Until superseded**
    g. Vendor lists - listings of vendors providing goods and services to TFS, usually including names, addresses, phone numbers, description of goods or services provided**. - Retention: Until superseded or obsolete**

17. FINANCIAL REPORTS: Reports created for internal use to document the status of funds, bank accounts, investments and other accounting of TFS funds, including financial projection reports.
    a. Annual financial reports - statistical reports on the financial affairs of TFS or specific departments, including a statement on the value of all TFS owned property and an accounting of all income and expenditures in relationship to the final budget. - **Retention: Permanent**
    b. County treasurer's reports - periodic reports of the county treasurer regarding the distributions of taxes collected on behalf of TFS, including information regarding taxes collected, interest and fees. - **Retention: 10 years + current**
    c. Revenue and expenditure reports - reports including information regarding cost analysis, itemized expenditures and revenue sharing. - **Retention: 6 years + current**
        i. Departmental expenditure reports - **Retention: 1 year + current**
        ii. Financial reports – monthly - **Retention: 2 years + current**

18. CASH RECEIPT JOURNALS
Retention: 2 years + current

TRANSPORTATION RECORDS

General Description:
Records generally relating to the operation and maintenance of TFS transportation program. The specified retention period applies to the information contained within the record, regardless of the physical format of the record (paper, microfilm, computer disk or tape, optical disk, etc.).

1. DRIVER QUALIFICATION FILE to include but not limited to:
    a. school bus driver annual written test
    b. small vehicle driver annual written test
    c. Driving performance test
    d. DOT medical report
    e. Motor vehicle record check
    f. First aid certificate
    g. Commercial driving license (CDL) copy

    Retention: until the driver resigns, is terminated, or retires

2. NEW HIRE DRIVER QUALIFICATION FILE: In addition to the items listed in above:
    a. Pre-service training record outline
    b. Mountain driving written test
    c. Adverse weather driving written test
    d. CDL skills test

    Retention: Until driver resigns, is terminated or retires

3. VEHICLE MAINTENANCE FILE to include but not limited to:
    a. Annual inspection form
    b. Vehicle repair form
    c. Preventive maintenance inspection form –

    Retention: Life of the vehicle

4. DAILY PRE-TRIP INSPECTION SHEETS that verify the driver has completed the required inspections.
    Retention: 6 months

5. EMERGENCY EVACUATION DRILLS that document the driver's knowledge and application of evacuation procedures.
    Retention: 6 months

6. EMERGENCY EVACUATION TALK CHECKLIST that spell out the correct and proper procedures for students and teachers to follow in the event of an emergency.
    Retention: 6 months

7. DRUG AND ALCOHOL TEST RESULTS that are required of transportation section employees.
   Retention: 2 years

8. INSERVICE TRAINING RECORD that documents the annual training provided to each driver and maintenance person.
   Retention: 2 years

9. FINGERPRINT REPORTS from the Colorado Bureau of Investigation and FBI
   Retention: Until driver resigns, is terminated or retires

INSTRUCTION RECORDS

General Description:
Records generally relating to the teaching instruction efforts that occur within TFS. The specified retention period applies to the information contained within the record, regardless of the physical format of the record (paper, microfilm, computer disk or tape, optical disk, etc.).

1. DISTRICT TEST SCORES (STATE AND FEDERAL MANDATED) that reflect student academic achievement.
   Retention: Permanent

2. TEACHER'S GRADE BOOKS that record the daily and term grades for each student.
   Retention: 1 year + current provided term grades are recorded to the permanent student record

3. COUNSELOR RECORDS that are used to counsel a student on specific and general aptitudes, and areas of student interest.
   Retention: 3 years + current

FOOD SERVICE RECORDS

General Description:
Records generally relating to providing food services within TFS. The specified retention period applies to the information contained within the record, regardless of the physical format of the record (paper, microfilm, computer disk or tape, optical disk, etc.).

1. MEALS SERVED identifies the daily number of meals served in each school.
   Retention: 1 year after the end of the federal fiscal year to which they pertain

2. PREPAID MEAL RECORD that records meal ticket information of payments made in advance.
   Retention: 3 years after the end of the federal fiscal year to which they pertain

3. FREE/REDUCED MEAL ROSTER that lists the names of the participating students.
   Retention: 3 years after the end of the federal fiscal year to which they pertain

4. FREE/REDUCED PRICE MEAL RECORDS which include application for free or reduced prices and compliance and verification records. May include additional criteria that a District uses in making a decision to approve an application.
   Retention: 3 years after the end of the federal fiscal year to which they pertain

5. DAILY RECEIPT REPORTS that document the food/meal sales receipts for each day; may include cash register tape sales, cash sales, and a summary report.
   Retention: Until audited + 1 year

6. FEDERAL CLAIM FOR REIMBURSEMENT that documents the total number of free, reduced, paid breakfasts and lunches served during the month that are being claimed for reimbursement of federal funds.
   Retention: 3 years after the end of the federal fiscal year to which they pertain

7. RECEIPTS/RECEIPT BOOKS that documents monies received by food services for meals and services rendered.
   Retention: 3 years after the end of the federal fiscal year to which they pertain

8. FOOD PURCHASE ORDERS (includes food commodities) that authorize the delivery of a specified food product, merchandise showing the amount of funds authorized for the same. **Retention: 3 years after the end of the federal fiscal year to which they pertain**

9. PAYMENT VOUCHERS FOR FOOD SERVICE CLAIMS that identify a request for payment to a vendor for food goods or services in accordance with approved purchase orders.
   Retention: 3 years after the end of the federal fiscal year to which they pertain

EHC – Technology Resources and Internet Safety

Technology resources provide access to a wealth of information and services to students and staff. The Third Future Schools Network recognizes the tremendous importance of preparing our students for the Year 2030, and the integral role that the Internet, computers, and mobile devices play in such preparation. One of the most important 21st century skills involves the ability to navigate safely and responsibly through the vast Internet landscape.

Still, as students are still learning appropriate use of technology and need to focus on the learning objectives presented by teachers daily, automatic access to the Internet will not be granted and students will gain such access under the supervision of a teacher or learning coach.

Staff members may use personal computers and handheld electronic devices for appropriate reasons at appropriate times. For students: electronic personal computers and handheld electronic devices are not allowed at school unless specifically authorized by a student's teacher for a specific education purpose and for a specific and limited amount of time. Users who demonstrate inappropriate uses of electronic devices are subject to disciplinary action

VIRUS PROTECTION SOFTWARE: Antivirus software must be installed and up-to-date on personally owned electronic devices. When logging into the network, wired and wireless, the personally owned electronic device will be scanned for virus protection software. If this software is not apparent, the device will not be allowed to connect. User will be prompted to purchase virus protection before logging into the Network system.

PROHIBITS INAPPROPRIATE USE: Use of Network educational technology resources for any inappropriate purpose is prohibited. Network policies apply to use of the Network's educational technology resources.) Users may not use Network resources for personal for profit business.

RESPONSIBLE USERS: The Network seeks to provide both a safe, secure learning environment and the opportunity for students to learn. The Network adopts the approach of helping students become responsible users of digital media and provides specific learning experiences in appropriate online behavior, safety and privacy, and cyberbullying to address Children's Internet Protection Act (CIPA). With this educational opportunity comes personal responsibility. To ensure that users are acting responsibly, all users must realize that any user's files and messages may be reviewed by authorized personnel.

RESTRICT ACCESS: It is possible to access material that students (or parents/guardians of students) might find inappropriate. While the Network will take reasonable steps to restrict access by minors to harmful material including the use of an Internet content filter, it is

impossible to guarantee that such access cannot or will not be gained. The Network makes no warranties for the access it is providing. The Network shall not be liable for users' inappropriate use of the Network's technology resources, violations of copyright restrictions or other laws, users' mistakes or negligence, and costs incurred by users. The Network shall not be responsible for ensuring the availability of the Network's technology resources or the accuracy, age appropriateness, or usability of any information found on the Internet.

NETIQUETTE AND PROVISIONS: All users of Network computers and networks are expected to abide by the rules of network etiquette (netiquette) and adhere to this policy's exhibits. Failure to comply with this policy and the defined rules of network etiquette may result in disciplinary action.

EMAIL: Filtered email service is provided to all staff. Be mindful of using Network email for personal purposes. Practice netiquette and take security precautions. Open attachments only from trustworthy sources, and be mindful of spams or scams. Chain emails shall not be forwarded to Network users. Disciplinary action may be taken for student and staff misuse of technology resources.

SOCIAL NETWORKING SITES: The Network realizes that part of Next Generation Learning is adapting to the changing methods of communication including social networking sites. Under the supervision of a teacher or learning coach, social networking websites have the potential to support student learning, and students can participate in online social networks where people all over the world share ideas, collaborate, and learn new things. In online social environments that are connected to Network information, ensure personal profiles and related content are consistent with work and study at the Network. Do not post confidential student information in any venue.

LEGAL REFS.: C.R.S. § 22-87-101, et seq. (Children's Internet Protection Act)
C.R.S. § 24-72-204.5 (monitoring electronic communications) 47 U.S.C. § 254(H) (Children's Internet Protection Act)
47 U.S.C. § 231, et seq. (Child Online Protection Act)
20 U.S.C §1232g (Family Educational Rights and Privacy Act

EHC-R – Use of Social Media

Students may use social media and social networking sites under the supervision of a teacher for a specific educational purpose while at school. Student use of social networking while at school for personal reasons or non-educational purposes is not allowed.

Teachers will abide by the following guidelines:

- Be cautious of identity theft issues using social networking sites. Be careful not to display personal information for yourself or students when setting up a profile or bio.
- Use discretion when uploading digital pictures and selecting avatars to assure that they convey the appearance your boss, students and their families would interpret as appropriate. All Images should be free of any copyright restrictions.
- Be aware of what you post online. Social media venues are very public. What you contribute leaves a digital footprint for all to see. Do not post anything you wouldn't want parents, colleagues, students, a future employer or others to see.
- Follow the school's code of conduct when writing online. It is acceptable to disagree with someone else's opinions; however, do it in a respectful manner. Make sure that criticism is constructive and not hurtful. What is inappropriate in the classroom is inappropriate online.
- Be safe online. Never give out personal information, including, but not limited to, last names, phone numbers, addresses, exact birthdates, and pictures. Do not share your passwords.
- Linking to other websites to support your thoughts and ideas is recommended. However, be sure to read the entire article prior to linking to ensure that all information is appropriate for a school setting.
- Staff and students are encouraged to use interactive websites and tools; however, all must be utilized within the context of educational usage. Staff-created blogs or other online content such as micro blog feeds must also only occur within the context of educational usage. Users must follow proper etiquette, including but not limited to, using proper language with no vulgarity and no cyber-bullying or spreading falsehoods about another that lowers the affected individual in the eyes of the community.
- Teacher/student interactions online must only occur within the context of educational usage. For the protection of both students and staff, the Network strongly advises that staff do not “friend” students on public networks, since lines of personal and professional boundaries are not as clear in social networking sites. Friending students on private or school-based networks for educational purposes is acceptable within the context of educational usage (i.e. Destiny or Sharepoint).

- Do not use other people's intellectual property without their permission. **It is a violation of copyright law to copy and paste other's thoughts.** When paraphrasing another's idea(s) be sure to cite your source with the URL. It is good practice to hyperlink to your sources.
- Be aware that pictures may also be protected under copyright laws. Verify you have permission to use the image or it is under Creative Commons attribution.
- How you represent yourself online is an extension of yourself. Do not misrepresent yourself by using someone else's identity.
- Blog and wiki posts should be well written. Follow writing conventions including proper grammar, capitalization, and punctuation. If you edit someone else's work be sure it is in the spirit of improving the writing.
- If you run across inappropriate material that makes you feel uncomfortable, or is not respectful, tell your administrator right away.

F. Facilities Planning and Development

FEH – Supervision of Construction

The Superintendent or designee shall plan for, supervise, and be responsible for all construction projects. The Superintendent or designee will hire an owner's representative four technical assistance and construction oversight if he deems necessary. The Superintendent or designee and owner's representative will serve as the Network's primary representative to ensure the success of the project.

Contractual authority is given only to the Superintendent. No one other than the Superintendent shall provide direction to the construction contractor in a manner that binds the Network. All construction contract administration will be conducted according to the limits spelled out in contract.

The Superintendent or designee will enforce construction contracts in a firm and fair manner.

GBEA – Employment of Relatives

1. Purpose

Third Future Schools expects its employees to make personnel decisions and other educational and business decisions objectively based on the Network's needs, resources and priorities.

While the Network does not restrict the employment of relatives in most circumstances, it recognizes that, when an employee has supervisory or fiscal authority over, or access to confidential information concerning, another employee who is a relative, or participates in Network decisions directly affecting a relative, a conflict of interest exists and there is a substantial risk of favoritism and negative effects on the integrity of Network decision- making.

Accordingly, this policy is intended to establish standards and procedures for employment of relatives in Network positions and for decision-making affecting relatives.

This policy may be modified by the TFS Board of Education (the Board) at any time and does not create any express or implied contract, including a contract of employment, property rights, privacy rights, due process rights or any other contractual or constitutional rights.

2. Definitions

For purposes of this policy and unless otherwise specified herein, "relative" means the spouse (including common law spouse), child, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin, corresponding in-law or "step" relation, fiancé, domestic partner, any member of the employee's household.

3. Applicant Disclosure

An applicant applying to or within the Network is expected and required to accurately and honestly disclose any relatives' names who also work for the Network when asked during the interview process or before signing a contract with the Network.

4. Decisions Affecting Relatives

No Network employee shall participate in a Network decision, or seek to influence or advocate for a decision, that causes a direct benefit or penalty to a relative of the employee, whether or not such relative is an employee. Such decisions may include, but not be limited to, decisions concerning hiring, discharge, performance evaluations, grievances, transfers, vendor contracts, purchases, and investigations.

5. Hiring or Assignment of Relatives

The Network generally permits the hiring and assignment of relatives of current Network employees to positions within the Network, except in circumstances where:

a. One relative would directly exercise supervisory, appointment, or dismissal authority or disciplinary action over the other relative;
b. One relative would audit, verify, or receive, or is or would be entrusted with moneys received or handled by his or her relative; or

The Network may make exceptions to this standard on a temporary basis (for periods generally not exceeding three months) or in the event of a Network emergency.

In the event two members of a school or building staff attain a relative status or occupy the same household during a school year and one employee supervises the other, they shall report this information to their immediate supervisor and notice shall be given them that they come under the requirements of this policy and that the necessary reassignment involved shall be effected no later than the following school year.

6. Other Conflict of Interest Concern

If any two employees of the Network who are in a superior/subordinate status and have a known romantic relationship, or there is a logical conflict of interest as set forth in paragraph 5 above, they shall report this information to their immediate supervisor and will be advised of the requirements of this policy by their immediate supervisor(s).

7. Disclosure and Evaluation Procedure

If a Network employee experiences a change in personal status (such as through marriage or engagement), or becomes aware of an actual or expected Network decision affecting a relative of the employee, that is subject to the restrictions of section 2 or 4 above, the employee shall self- report and disclose all facts concerning the matter immediately to one of the following persons:

a. Immediate supervisor
b. Principal
c. Superintendent

When a report is received, the individual receiving the report shall coordinate an evaluation of the circumstances and determine whether action should be taken.

8. Professional Working Behavior

The Network expects its employees to exhibit professional behavior in their interactions with employed relatives while at work and on Network property.

9. Reporting and Retaliation

Any employee may report a violation of this policy to any of the individuals identified in 7.a.-c. above. If an employee experiences retaliation for reporting a violation of this policy, the employee should report the matter directly to the Superintendent or principal.

10. Consequences

The Network reserves the right in any situation involving the application of this policy to decide, in its discretion, whether an investigation should be conducted and whether corrective action should be taken, including, but not limited to, reassignment, disciplinary action or termination of employment.

LEGAL REF.: Constitution of Colorado, Article X, Section 13
C.R.S. § 14-15-101, et seq.
C.R.S. § 18-8-308
C.R.S. § 24-34-402 (1)(h)

GCE/GCF – Employee Background Checks

Prior to employing any applicant for a position in the TFS Network, the Network, in accordance with state law, shall conduct a background check concerning such applicant with the Colorado Department of Education (CDE) and previous employers regarding the applicant's fitness for employment. In addition, during the employment of any person in the Network, the Network may, in accordance with state law, conduct a background check concerning that employee.

Any applicant recommended for employment in the Network, for which a Colorado educator's license is not required, shall submit to the Network a complete set of fingerprints and a notarized form regarding felony and misdemeanor convictions. The Network shall forward the fingerprints to the Colorado Bureau of Investigation (the CBI) for the purpose of conducting a state and national fingerprint-based criminal history record check. Applicants may be conditionally employed prior to the Network receiving the fingerprint results.

LEGAL REFS: C.R.S. 22-32-109 (1)(f)
C.R.S. 22-32-109.7
C.R.S. 22-32-109.8
C.R.S. 22-32-109.9

GCOA -- Evaluation of School Professionals

Evaluation of School Professionals

The Network schools recognize that the sound appraisal of the performance of school professionals is critical in achieving the educational objectives of the school.

The Board of Education expects its administrative and supervisory staffs to exert reasonable efforts to encourage and help school professional personnel to develop their leadership, professionalism and instructional abilities to an optimum degree.

Evaluations shall be conducted in accordance with state law, Board of Education Governing Policies and School Policy to improve instruction, enhance the implementation of programs in the curriculum, and measure the professional growth and development of personnel and level of performance of each school professional employee. Evaluations will also serve as the measurement of satisfactory performance for school professionals and documentation for non-renewal of employment contract or dismissal for unsatisfactory performance. All school professionals must receive a summative evaluation annually two weeks before the last day of classes.

The Board shall periodically consult with school administrators, professional educators, parents in reviewing the effectiveness of the evaluation system.

The basic requirements of the evaluation system shall be:

1. All full-time and part-time school professionals shall be regularly evaluated by a licensed administrator/supervisor.

2. Evaluations shall be conducted in a fair, professional and credible manner and shall be based on written criteria which pertain to good teaching practices and the school professional's particular position.

3. Standards for satisfactory performance and criteria which can be used to determine whether performance meets such standards shall be developed. One of the standards for measuring the school professional's performance shall be directly related to classroom instruction and shall include multiple measures of student performance.

4. All evaluation standards and criteria shall be provided in writing and shall be discussed by the evaluator prior to and during the course of the evaluation process.

5. The system shall identify the various methods which will be used for information collection during the evaluation process, such as direct and informal observation and may include any peer, parent, or student input. All data on which an evaluation is based will be documented to the extent possible and available for the school professional's review.

6. The evaluation system shall specify the frequency and duration of the evaluation process, with school professionals receiving at least one summative evaluation annually.

7. All written evaluation reports shall be specific as to performance strengths and weaknesses, dates of documented observations, data sources, and professional growth plans. The professional growth plan with goal setting shall be specific as to ways to improve student achievement and to the identification of areas of deficiency in meeting professional standards and ways to improve upon performance in those areas. The school professional shall have an opportunity to review the evaluation with the Supervising Administrator, and both shall sign it. If the school professional disagrees with any of the conclusions or recommendations in the evaluation, he or she may attach a written explanation or other relevant documentation within five (5) working days, but any such disagreement shall not relieve their obligation to sign the evaluation as required by Colorado law.

8. The system shall contain a process to be followed when a school professional's performance is deemed unsatisfactory. In accordance with state law, this process shall provide for a notice of deficiencies, a remediation plan, a statement of the resources and assistance available, and a reasonable period of time to correct the deficiencies.

No informality in any evaluation or in the manner of making or recording any evaluation shall invalidate the evaluation. No minor deviation in the evaluation procedures shall invalidate the process or the evaluation report.

Nothing in this policy shall be construed to imply in any manner the establishment of any property rights or expectancy or entitlement to continued employment not explicitly established by statute, Board of Education Governing Policies, School Policy or contract. Neither shall this policy and/or the evaluation system be deemed or construed to establish any conditions prerequisite relative to renewal or non-renewal of contracts, transfer, assignment, dismissal or other employment decisions relating to school personnel.

Unless an evaluator acts in bad faith or maliciously with respect to the application of a procedure associated with the evaluation process, any misapplication of a procedure, failure to apply a procedure or adhere to a prescribed timeline shall not be an impediment to or prevent the school from changing an employee's contract status or assignment under the terms of the employment contract and state law. The content of the evaluation, the ratings given and any remediation plan shall not be grievable under the school’s formal grievance process.

All employment decisions remain within the sole and continuing discretion of the Board of Education, subject only to the conditions and limitations prescribed by Colorado law.

Legal
C.R.S. 22-9-101 et seq. (Personnel Performance Evaluation Act)
C.R.S. 22-63-301 (grounds for dismissal)
C.R.S. 22-63-392 (8) (burden of proof)

GBC-R FMLA Eligible Staff Leaves and Absences

Title	FMLA Eligible Staff Leaves and Absences
Designation	GBC-R
Office/Custodian	Business Director

Basic conditions

To initiate a leave request under federal Family and Medical Leave Act (FMLA), the employee must complete a leave of absence application with the network's Director of Human Resources. The employee must complete this form in detail, sign the form and secure their immediate supervisor's signature. The employee or supervisor then must submit the form to the Director of Finance. When possible, the form should be submitted 30 days in advance of the effective date of leave. The Finance Director will review the leave of absence application and send out the required medical certification documentation to the employee.

Medical Certification

Third Future Schools will require medical certification to support a claim for leave for an employee's own serious health condition or to care for a seriously ill child, spouse, or parent. The basic certification form will be sufficient if it contains the date on which the condition commenced, the duration of the condition and any appropriate medical information. The employee will be given a Family and Medical Leave Act (FMLA) medical certification form to be filled out by the attending physician.

The employee is responsible for getting the certification to the attending physician. The completed certification must be returned to the Director of Finance within fifteen (15) calendar days per FMLA guidelines. All medical information provided to the District through this process shall be treated as confidential.

For an employee's own medical leave, the certification also must include a statement that the employee is unable to perform the functions of his/her position. If the requested leave is to care for a seriously ill child, spouse, or parent, the certification must include an estimate of the amount of time the employee is needed to provide care

Certification for intermittent leave must indicate the dates on which treatment is expected to be given and the duration of the treatment. If the requested leave is to care for a seriously ill child, spouse, or parent, the certification must include an estimate of the amount of time the employee is needed to provide care.

For the employee's own intermittent leave, the certification must contain a statement indicating the medical necessity of the intermittent treatment and its expected duration.

In the instance of a child placed with an eligible employee for adoptive or foster care, Third Future Schools will require official court or Department of Human Services (DHS) documentation clearly stating that the child has been placed with the eligible employee and whether the child has been placed for adoptive or foster care.

In the instance of qualifying exigency due to the eligible employee's spouse, son, daughter or parent being on "covered active duty", a copy of the military orders will be required. For military caregiver leave, a medical certification form will be required to be filled out by the service member's attending physician which must include an estimate of the amount of time the employee is needed to provide care as well as military documentation showing that the qualifying service member was on active duty and during that leave incurred or aggravated a serious illness or injury requiring care.

At its discretion, Third Future Schools may require a second medical opinion at Third Future Schools' own expense or periodic medical recertification.. If the first and second opinions differ, Third Future Schools at its own expense may require the binding opinion of a third health care provider approved jointly by Third Future Schools and the employee.

Notification and reporting

When the need for leave for the birth or adoption of a child or for planned medical treatment is foreseeable, the employee must provide at least 30 days prior notice unless circumstances dictate otherwise. With respect to foreseeable treatments of an employee's family members, the employee must make a reasonable effort to schedule treatment so as not to disrupt Third Future Schools' operations.

In case of illness, the employee is required to report periodically on his/her leave status and intention to return to work.

Intermittent or reduced leave

When instructional employees seek intermittent leave in connection with a family or personal illness and when such leave would constitute at least 20 percent of the total number of working days in the period during which the leave would extend, Third Future Schools may require the employee to take leave in a block (not intermittently) for the entire period or to transfer to an available alternative position with the school system, that is equivalent in pay, for which the employee is qualified and which better accommodates the intermittent situation.

Reinstatement

Because the end of the semester is a critical time for both staff and students, the following conditions will apply to requests from staff seeking to return from leave within the last three weeks of the semester:

1. If the employee begins any category of family and medical leave five or more weeks prior to the end of the semester and the leave is for more than three weeks, Third Future Schools may require the employee seeking to return within the last three weeks to wait until the next semester to return.

2. If the employee begins any category of family and medical leave except personal sick leave less than five weeks before the end of the semester and the period of leave is greater than two weeks, Third Future Schools may require the employee to wait until the next semester to return.

3. If the employee begins any category of family and medical leave except personal sick leave three or fewer weeks before the end of the semester and the period of leave is greater than five working days, Third Future Schools may require the employee to wait until the next semester to return.

Employees who have taken leave due to a personal health condition will be required to provide certification by their physician that the employee is able to resume work. This certification must be presented to Third Future Schools at least two (2) working days prior to the anticipated return to work date. In addition, Third Future Schools reserves the right to consult with a public health official if there is any question about possible transmission of a disease in the school setting.

Repayment of benefits

In event that an employee elects not to return to work upon completion of an approved unpaid leave of absence, Third Future Schools may recover from the employee the cost of any payments made to maintain the employee's group health insurance coverage unless the failure to return to work was due to a continuation, recurrence, or onset of a serious health condition as certified by a physician that entitles the employee to leave or for other reasons beyond the employee's control so long as in doing so, no federal or state laws governing benefits will be violated.

Benefit entitlements based upon length of service will be calculated as of the last paid work day prior to the start of the unpaid leave of absence.

Posting/notice to employees

Building principals/administrators will post notices explaining the Family and Medical Leave Act's provision in locations where they can be readily seen by employees and applicants for employment.

Any employee questions regarding leaves of absence should be directed to the Finance Director.

GBEE -- Staff Use of the Internet, Electronic Communication and Technology

Staff Use of the Internet, Electronic Communication and Technology

The Internet and electronic communications (e-mail, chat rooms, and other forms of electronic communication) have vast potential to support curriculum and learning. The Network schools believe they should be used in the school as a learning resource to educate and to inform. They should also be used to help the organization run more efficiently to meet school's goals.

The Network schools support the use of the Internet and electronic communications by staff to improve teaching and learning through interpersonal communication, access to information, research, training, and collaboration and dissemination of successful educational practices, methods, and materials.

The Internet and electronic communications are fluid environments in which users may access materials and information from many sources. Staff members shall take responsibility for their own use of school computers and computer systems to avoid contact with material or information that violates this policy.

INTERNET FILTERING

To protect students from child pornography or material and information that are obscene or harmful to minors, Internet filtering appliances that block or filter such material and information have been installed on the school network. All Internet usage is forced through these filters. Blocking or filtering is generally waived for a supervising teacher or school administrator, as necessary, and only after the teacher or administrator acknowledges a warning from the system for purposes of bona fide research or other educational projects being conducted by staff members over the age of 18. Such filtering is required by law under the Children's Internet Protection Act (CIPA, 2000).

UNAUTHORIZED AND UNACCEPTABLE USES

Staff members shall use school technology equipment and technology systems in a responsible, efficient, ethical, and legal manner. Staff use of the network is a privilege, not a right.

Because technology and ways of using technology are constantly evolving, every unacceptable use of school computers and computer systems cannot be specifically described in policy. Therefore, examples of unacceptable uses include, but are not limited to, the following:

- Violation of respectful workplace standards
- Engagement in illegal behaviors
- Conducting personal commercial business
- Using school email addresses for personal profit or business
- Disrespect of a class or classes of individuals
- Excessive engagement in leisure activities during work hours
- Demeaning of the school, school personnel or students
- Purposefully accessing, creating, transmitting, retransmitting or forwarding of material or information:
    - that promotes violence or advocates destruction of property including, but not limited to, access to information concerning the manufacturing or purchasing of destructive devices or weapons
    - that contains pornographic, obscene, or other sexually oriented materials through either pictures or writings, that are intended to stimulate erotic feelings or appeal to prurient interests in nudity, sex, or excretion
    - that plagiarizes the work of another without express consent
    - that uses inappropriate or profane language likely to be offensive to others in the school community
    - that is knowingly false or could be construed as intending to purposely damage another person's reputation in violation of any federal or state law including but not limited to copyrighted material and material protected by trade secret
    - that contains personal information about themselves or others, including information protected by confidentiality laws using another individual's Internet or electronic communications account without written permission from that individual
    - that impersonates another or transmits through an anonymous remailer
    - that accesses fee services without specific permission from the system administrator
    - The Administration and Board of Education reserves the right, at its sole discretion, to determine the appropriateness of all information accessed through its technology.

SECURITY

Security on school computer systems is a high priority. Staff members who identify a security problem while using the Internet or electronic communications must immediately notify a system administrator. Staff members should not demonstrate the problem to other users. Logging on to the Internet or electronic communications as a system administrator is prohibited except by Administration whose job require such logging on.

Staff member must:

- Lock their machine any time they walk away, no matter how long it will be.

Staff members shall not:

- Use another employees' password or any other identifier.
- Write down any passwords or post passwords, including sticky notes on monitors, desks, or any unsecure area.
- Log into any system not assigned to them, unless the system is designated as a public or multi-user machine.
- Gain or attempt to gain unauthorized access to school computers or computers systems.
- Read, alter, delete or copy electronic communications of other staff members.
- Place electronic devices of any kind on the school network that are not authorized by the Administration. Generally, this means that only school configured PCs, laptops and other personal network devices can be attached with a hardwire to the school network without prior permission from the Administration Team.

Any staff member identified as a security risk, or as having a history of problems with other computer systems, may be denied access to the Internet and electronic communications.

USE OF SOCIAL MEDIA

Staff members are expected to serve as positive role models at all times and must represent the school professionally at all times. All off-campus expression on social media that is made pursuant to a staff member's official job duties is subject to this policy.

Staff may not use a personal social media account to interact with students. If staff chooses to use social media to communicate with students, they should establish a separate public professional social media account. Staff members shall not use email, text messaging, instant messaging, or social networking sites to discuss non-school related issues with students. Staff members are expected to protect the health, safety, and emotional well-being of students and to preserve the integrity of the learning environment. Online or electronic conduct that distracts or disrupts the learning environment or other conduct in violation of this or related school policies may form the basis for disciplinary action up to and including dismissal from employment.

VANDALISM

Vandalism will result in cancellation of privileges and may result in disciplinary action and/or legal action. Vandalism is defined as any malicious or intentional attempt to harm, destroy, modify, abuse, or disrupt:

- Operation of any network within the school or any network connected to the Internet
- Operation of any form of electronic communications
- Data contained on any network or electronic communications
- Data of another user

- Usage by another user
- School-owned software or hardware

This includes, but is not limited to, the uploading or creation of computer viruses.

UNAUTHORIZED SOFTWARE

Staff members are prohibited from using or possessing any software that has been downloaded or is otherwise in the user's possession without appropriate registration and payment of any fees owed to the software owner. Licenses must be purchased for each device or each site per the requirements set forth by the software owner. All software must be used in accordance with the End-User License Agreement that accompanies any piece of software.

Unauthorized software shall include "free" software that is meant for individual, private use.

INSTRUCTIONAL USE OF AUDIO-VISUAL RESOURCES

All instructional resources, including audiovisual materials, must:

- Be consistent with the Network schools school policies, educational goals, and the objectives of specific courses and/or activities
- Adhere to federal and state copyright laws
- Reflect the best teaching practices based on age appropriateness and instructional relevance

Movies and Movie Clips

Showing movies in class, as opposed to movie clips, should be a rare event in at the Network schools. A teacher must obtain the permission of the Principal before showing a film in class that runs beyond twenty (20) minutes. Teachers may show YouTube and other streaming video clips in class as long as they reflect the best teaching practices as described above.

STAFF MEMBER USE IS A PRIVILEGE

Use of the Internet and electronic communications requires personal responsibility and an understanding of the acceptable and unacceptable uses of such tools. Staff member use of the Internet and electronic communications is a privilege, not a right. Failure to follow the use procedures contained in this policy may result in the loss of the privilege to use these tools, restitution for costs associated with damages, and may result in school disciplinary action and/or legal action. The school may deny, revoke, or suspend access to school technology or close accounts at any time.

Each new employee will be required to sign the school's Acceptable Use Agreement upon confirmation of employment. Once that form has been signed, network accounts will be issued. Additionally, staff members will be required to re-sign this agreement **annually.**

EMPLOYEE DATA

Archiving of Electronic Email
The school will daily backup the School Email System and retain daily backups for two weeks. District staff will be responsible to retain email related to the business of the school for a minimum of thirty (30) days on the School Email System (Colorado State Archive, Colorado School District Records Management, Schedule 2, item 9). Individual email which contains information that needs to be archived beyond thirty (30) days will be archived on school servers by the individual who sends or receives such email in the "home directory" of the individual. The Administration will diligently attempt to provide two (2) weeks of backups for the home directories of users for at least 1GB of files and folders. Special permission must be obtained from the Administration for users requiring more than 1GB of backed up space in a user's home directory. Users will only archive on school servers such email as specifically and purposefully needs to be archived consistently with the archive of "General Administrative Records" as described in Colorado State Archive, Colorado School District Records Management, Schedule 2.

Confidentiality

Staff members shall not access, receive, transmit, or retransmit material regarding students, parents/guardians, or school employees that is protected by confidentiality laws unless such access, receipt or transmittal is in accordance with their assigned job responsibilities, applicable law, and school policy. If material is not legally protected, but is of a confidential or sensitive nature, great care shall be taken to ensure that only those with a "need to know" are allowed access to the material

Disclosure of confidential student records, including disclosure via electronic mail or other telecommunication systems, is governed by state and federal law, including the Family Educational Rights and Privacy Act (FERPA).
It is imperative that staff members who share confidential student information via electronic communications understand the correct use of technology, so that confidential records are not inadvertently sent or forwarded to the wrong party. Staff members who use e-mail to disclose student records or other confidential student information in a manner inconsistent with applicable law and school policy may be subject to disciplinary action.

Privacy Expectations

School computers and computer systems are owned by the school and are intended for educational purposes and school business at all times. Staff members shall have no expectation of privacy when using the Internet or electronic communications. The school reserves the right to monitor, inspect, copy, review, and store (at any time and without prior notice) all usage of school computers and computer systems, including all Internet and electronic communications

access and transmission/receipt of materials and information. All material and information accessed/received through school computers and computer systems shall remain the property of the school.

Public Records

Electronic communications sent and received by school employees may be considered a public record subject to public disclosure or inspection under the state's Open Records Act. All employee electronic communications shall be monitored to ensure that all public electronic communication records are retained, archived, and destroyed in accordance with applicable law or policy.

EQUIPMENT

Computers and Tablets

School computers and tablets are intended for school business only including internet use, software, apps, and any other data. Employees will not attempt to physically alter or attempt to repair computers or tablets. Any accessories not included with the computer or tablet when the device is turned in will need to be replaced at the employee's expense.

Other Equipment

All other technology equipment needs to be approved by Administration before it can be used in the school.

SCHOOL MAKES NO WARRANTIES

The school makes no warranties of any kind, whether expressed or implied, related to the use of school computers and computer systems, including access to the Internet and electronic communications services. Providing access to these services does not imply endorsement by the school of the content, nor does the school make any guarantee as to the accuracy or quality of information received. The school is not responsible for any damages, losses, or costs a staff member encounters in using the Internet and electronic communications. This includes loss of data and service interruptions. Use of any information obtained via the Internet and electronic communications is at the staff member's own risk.

Legal
47 U.S.C. 201 et seq. (Communications Decency Act of 1995)

I. Instructional Program

TFS Board Policy
IKE – Promotion, Retention and Acceleration of Students
Revised 2 March 2017

IKA – Assessment and Parent Refusal

Third Future Schools believes in the rights of parents and their ability to opt-out of specific assessments as required by law. The procedures below specify the regulations of this policy and provide parents needed information on how to opt-out of state assessments.

1. State assessments will be given in online format.
2. This policy, as all policies, is included in your Policy Book and is available on all school websites.
3. Currently, parents at TFS schools may choose to opt out of the state assessment. TFS schools do not administer the PSAT or SAT, therefore opting-out is not required. In Colorado, parents may not opt out of the required ACCESS and READ Act assessments.
4. Students that choose the opt-out choice will not be subjected to any negative consequences.
5. Parents/guardians opting out of any state-required assessments must notify the principal in writing/email of this decision no later than February 1 of that school year.
6. Opt-out submissions will be monitored by the school principal.
7. School administration and staff will not encourage any student to opt-out of required-state assessments. This decision is a family decision and staff will provide any input on this personal choice.

IKE -- Promotion, Retention and Acceleration of Students

The Board of Education recognizes that high expectations and standards for student achievement are necessary to ensure that students are well prepared for the next level of their education. The Board believes that early identification of students who are not making adequate progress toward achieving standards or who are making progress faster than their peers and effective intervention are crucial.

Definitions

1. “Promotion” means the process of advancing a student to the next grade at the end of the current school year.
2. “Retention” means the process of having a student repeat a grade.
3. “Acceleration” means the process of moving a student ahead one or more grades.

Determining Whether to Retain or Accelerate a student

A student shall be promoted each year unless a decision to retain or accelerate the student was made in accordance with the regulation accompanying this policy. Retention and acceleration shall be used sparingly when special circumstances warrant, and retention due to social, emotional or physical immaturity shall be used on a very limited basis.

Adoption of Regulations
The Superintendent or a designee shall develop such regulations as may be needed for the implementation of this policy so long as such regulations are consistent with Board policies.

LEGAL REFS.:
C.R.S. 22-7-1013 (2.5) (recommended considerations for academic acceleration procedure)
C.R.S. 22-32-109 (1)(hh) (board duty to provide opportunity for an academic remediation plan upon request by student's parent/guardian)

IKE-R -- Promotion, Retention and Acceleration of Students Regulations

Step 1 – Create Student Learning Plan (SLP)
At Network schools we begin to assess student needs and interests at the time of enrollment. If a student's past record indicate that the student is more than two years behind in proficiency, we will consult with the parents or guardian and consider placing the student in a lower grade.

In this step, we assess a student's beginning proficiency using DIBELS in grades K-6 as well as NWEA MAP assessments in reading and math for grades K-6. Every student then receives a Student Learning Plan (SLP) that outlines how the school will support the individual and unique needs of each student.

Step 2 – Identify retention candidates
For the Network schools, retention is considered mainly based on a student's academic proficiency level. If a student is demonstrably behind his or her peers and way below the proficiency level for their grade (more than one standard deviation from the mean on the low end), they will be identified as possible retention candidates. We will also observe a retention candidate in the classroom and assess his Habits of Success in order to help the student and provide appropriate interventions.

Step 3 – Apply exclusion criteria
Some students will not be good candidates for retention. On a case-by-case basis, our school will consider excluding students who meet the following criteria:

- Student has a significant cognitive disability
- Student has a severe learning disability in reading
- Student is in the first two years of receiving ELD services
- Student has been retained previously
- Student has demonstrated grade-level proficiency in reading and math

Step 4 – Monitor progress
Because of Third Future Schools' unique "LSAE" personalized learning model and our daily demonstrations of learning, student progress and proficiency on the lesson objectives is monitored daily. Additionally, our teachers conduct weekly professional learning community (PLC) meetings to assess student academic performance and design interventions. We give special attention to all retention candidates to assess growth and to determine whether interventions are effective.

In May, students will take the NWEA MAP tests in reading and math. Students in grades 3 and 5 who score below one standard deviation of the mean for their grade level on either exam will be considered for retention. Students in the other grades who fall below one standard deviation may be promoted and will receive continued support.

Guiding Questions

What are the criteria for retaining 3rd and 5th graders?

We will use multiple indicators or a *body of evidence*. The body of evidence will consist of state assessment scores, DIBELS reading assessment scores, NWEA MAP scores, teacher observations, parent support, and student attendance. The MTSS committee will review the data and make a recommendation for promotion or retention.

How/when will parents be told that their child is a candidate for retention?

Communicating with parents early and often is crucial. Schools will inform every parent of their child's reading level at the beginning of the school year and no later than 30 September. Specific conferences with parents of all students will be held in October and early February. Additional conferences will be held in April with the parents of any student who is a candidate for possible retention. A final conference will be scheduled in May to inform parents of a decision to retain their student.

If a retained student attends summer school, will he be promoted to the next grade?

An assessment of the student's reading and math ability will be made at the end of summer school. The new information will be included in the body of evidence outlined above. The MTSS Team will review the data and determine whether the student should be promoted to the next grade.

What program of instruction or character development will retained students have in the following year? What will change or be different?

The school will determine the proper intervention strategy. Students will be placed with a teacher who has a "Proficient" or higher evaluation rating. These teachers will provide high quality instruction and targeted literacy and math interventions to ensure the students significantly improve their academic proficiency.

What are the criteria for students with IEPs and ELD students—will it be different from regular education students?

ELD students who have received fewer than two years of ELD services will not be retained. Special education students, who have received fewer than two years of SPED services, qualify for SLD in reading, are in center-based programs, or have a full-scale IQ of less than 85, will not be recommended for retention. Any decision to retain a student on a 504 or in special education will be made through an IEP/ARD team decision.

Who will be assigned to teach the retained students?

Retained students will be taught by an effective teacher – one who has a "Proficient" or higher

evaluation rating.

What percentage of students will be retained?

The body of evidence described above will be used to select the retained students. No more than 10% of students in grades 3 and 5 will be retained.

What if we retain a student and still no growth is shown?

The MTSS process will identify the students who will benefit from retention. The extra time will help the retained students make academic gains. With proficient teachers, quality instruction, and a focused look at the body of evidence, we believe that retained students will show great progress in their literacy and math levels.

What are the criteria for K-2nd grade retention?

It is unlikely that we will retain any K-2 student. However, we will work with parents in those unique instances where it may be beneficial to retain a student in grades K-2.

Will students who are retained be placed with the same teacher again?

A student may be placed with the same teacher if the student made gains under that teacher's care and if the teacher has a Proficient or higher evaluation rating.

What about students who move into our school during 3rd and 5th grade?

Students' reading ability will be assessed during registration or at the beginning of the school year. Students may be placed in a lower grade after the first NWEA MAP assessment in September.

LEGAL REFS.:
C.R.S. 22-32-109 (1)(hh) (board duty to provide opportunity for an academic remediation plan upon request by student's parent/guardian)

TFS Board Policy
JHB – Student Attendance and Truancy
Revised 21 February 2017

JHB -- Student Attendance and Truancy

Daily school attendance is essential to our children and youth acquiring the knowledge, skills, and values to become self-sufficient citizens.

Every child who has attained the age of six years on or before August 1 of each year and is under the age of 17 is required to attend public school with such exceptions as provided by law. It is the parents' responsibility to ensure attendance. The Network schools will develop and implement plans consistent with the CSI procedures to encourage daily student attendance.

Truancy

If a student is absent without an excuse signed by the parent/guardian or if the student leaves school or a class without permission of the teacher or administrator in charge, the student shall be considered truant. A "habitual truant" shall be defined as a student of compulsory attendance age who has four total days of unexcused absences from school in any one month or 10 total days of unexcused absences during any school year. Absences due to suspension or expulsion shall not be counted in the total of unexcused absences for purposes of defining a student as a "habitual truant."

In accordance with law, the school may impose appropriate penalties that relate directly to classes missed while truant.

Adoption of Regulations

The Superintendent or a designee shall develop such regulations as may be needed for the implementation of this policy so long as such regulations are consistent with Board policies.

LEGAL REFS.:

C.R.S. 22-14-101 *et seq. (dropout prevention and student re-engagement)*
C.R.S. 22-33-104 *(compulsory school attendance)*

C.R.S. 22-33-105 *(suspension/expulsion)*
C.R.S. 22-33-107 *(enforcement of compulsory school attendance)*
C.R.S. 22-33-108 *(judicial proceedings to enforce school attendance laws)*
1 CCR 301-78 Rules 1.00 *et seq. (standardized calculation for counting student attendance and truancy)*

CROSS REFS.:

JHB-R Regulation for Student Attendance and Truancy

JHB-R -- Student Attendance and Truancy Regulation

The following regulation is developed for the implementation of School Board Policy JHB – Student Attendance.

I. DEFINITIONS

A. An excused absence will be an absence with permission of the parent/guardian and school principal. Such absences include those that are the result of the following:

1. temporary illness or injury
2. physical, mental, or emotional disability or condition
3. religious observances
4. death in the immediate family
5. school service absences (absences that occur as a result of participation in school activities that are authorized and pre-approved by the school leader).

B. A truancy or unexcused absence is any absence without the permission of the parent/guardian and the school principal.

C. A habitually truant student is defined as a student who has four unexcused absences or truancies in any month or ten unexcused absences or truancies during any school year and is between the ages of six and seventeen years of age. For the purpose of defining a habitually truant student, absences due to suspension or expulsion will be considered excused.

II. PROCEDURES TO ENCOURAGE DAILY SCHOOL ATTENDANCE

A. Each school and teacher is responsible for keeping accurate records of student absences, tardies, and truancies.

B. School procedures and rules will include, but need not be limited to, the following:

1. Notification to the parents/guardians of each enrolled child, annually at the beginning of each school year or upon enrollment, of the following:

    a. That it is the obligation of the parent/guardian and child to ensure that the child attends school daily and complies with school attendance rules in order to receive an appropriate education; and
    b. School rules and procedures regarding attendance.

2. A method for notifying the parent/guardian of the child's absence from school if the school has received no indication that the child's parent is aware of such absence; notification will be by telephone on the day of absence, if possible, and will be noted in the school's official records as a parent contact;

3. Consequences for truancy and unexcused tardies, which may include lower grades or loss of academic credit;

4. Providing for the development of a plan, which may be in writing, to assist the habitually truant student in remaining in school. School procedures must provide opportunities for the full participation of the parent/guardian in the plan's development. A plan, at a minimum, must identify the reasons for the absences and measures to overcome them;

5. Initiation of judicial proceedings will be according to the professional judgment of the school principal and staff (except that such proceedings must be initiated if the student has more than thirty (30) days (or equivalent number of class periods) truant or unexcused absences during a school year);

6. Provision of make-up work for suspended students upon the request of the parent/guardian or student, which may include the granting of full credit for such work to the extent possible as determined by the building administrator;

7. A means to ensure that rules are consistently applied to all students.

C. Disenrollment

No student shall be disenrolled after twenty (20) consecutive school days until the school has made a substantial effort to contact the student and/or parent by telephone or home visit for the purpose of identifying the reasons for truancy and developing strategies to address
them. Appropriate school personnel, including the social worker/school psychologist and/or counselor, should be involved in this effort.

The above requirements do not prevent disenrollment of a student who has been truant for less than twenty (20) consecutive school days if there is proof of enrollment or educational placement elsewhere.

III. STUDENT AND SCHOOL ATTENDANCE PLANS

A. The school will develop a model plan to improve the attendance of students who are identified as habitually truant;

B. The school will develop a model attendance ladder that may be adopted by staff as part of a plan to encourage daily attendance.

JICDE – Bullying Prevention

The Third Future Schools Board of Education (the Board) supports a secure school climate, conducive to teaching and learning that is free from threat, harassment and any type of bullying behavior. The purpose of this policy is to define bullying behavior, encourage students to report bullying behavior, establish programmatic responses to prevent bullying behavior**,** to promote consistency of approach and to help create a climate in which all types of bullying are regarded as unacceptable.

Bullying is any written or verbal expression, or physical or electronic act or gesture, or a pattern thereof, that is intended to coerce, intimidate, or cause any physical, mental, or emotional harm to any student. Bullying is prohibited against any student for any reason, including but not limited to any such behavior that is directed toward a student on the basis of his or her academic performance or against whom federal and state laws prohibit discrimination.

Third Future Schools (the Network) is subject to the following laws: Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act, the Genetic Information Nondiscrimination Act of 2008, and the Colorado Anti-Discrimination Act. Accordingly, the Network is committed to prohibiting discrimination on the basis of disability, need for special education services (whether actual or perceived), race, creed, color, sex, marital status, sexual orientation, transgender status, gender identity, gender expression, national origin, religion, ancestry, age, genetic information, or protected activity, in admissions, access to, treatment, or employment in the educational programs or activities which it operates. In addition, for purposes of this policy, bullying behavior may include but is not limited to threats, intimidation, assault, or harassment of any kind, as delineated in the Student Conduct, Discipline and Attendance Code.

For purposes of this policy, the school environment includes: 1) all Network property, including but not limited to school buses and electronic communication and access resources; 2) any non- Network property on which a Network- or school-sponsored activity or event occurs; and, 3) any other non-Network property or location where the behavior engaged in may have a direct impact on school discipline or be detrimental to the welfare or safety of students or staff.

A student or adult who engages in any act of bullying is subject to appropriate disciplinary action including but not limited to, suspension, expulsion, and/or referral to law enforcement authorities**.** (Policy JK/JK-R) The severity, intent and pattern, if any, of the bullying behavior shall be taken into consideration when disciplinary decisions are made.

The Network shall ensure the development of a comprehensive program to address bullying at all school levels. The program shall be aimed toward accomplishing the following goals:

- To send a clear message to students, staff, parents/guardians, and community members that bullying will not be tolerated.

- To implement strategies in each school to enable students and staff to recognize, report and respond effectively to bullying.
- To prevent bullying by implementing prevention strategies in each school to decrease the occurrences of bullying.

- To implement procedures for immediate intervention, investigation, and confrontation of students engaged in bullying behavior.

- To initiate efforts to change the behavior of students engaged in bullying behaviors which may include education on acceptable behavior, discussions, counseling, and appropriate negative consequences.

- To foster a productive partnership with parents/guardians and community members in order to help maintain a bully free environment.

- To help develop social skills and self-confidence for all students and to recognize and encourage positive, supportive behaviors of students toward one another on a regular basis.

- To protect students from retaliatory action when they report bullying behaviors in good faith.

LEGAL REFS.:
Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681 34 C.F.R. Part 104
34 C.F.R. Part 106
Fair Labor Standards Act, 29 U.S.C. §201
Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C.
§ 621
Individuals with Disabilities Education Act, 20 U.S.C. §1400, et seq. Exceptional Children's Education Act, C.R.S. 22-20-101, et seq.
Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §701, et seq. Americans with Disabilities Act, 42 U.S.C. §12101, et seq.
Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d
Title VII of the Civil Rights Act of 1964, as amended 42 U.S.C. § 2000e 42 U.S.C. §2000ff et seq. (Genetic Information Nondiscrimination Act of 2008)
C.R.S. 2-4-401
C.R.S. 18-9-121 C.R.S. 22-32-109(1)(ll)
C.R.S. 22-32-109.1(2)(a)(X)(B) C.R.S. 22-32-110(1)(k)

C.R.S. 22-33-105(2)(c)
C.R.S. 22-61-101
C.R.S. 22-93-101, et seq.
C.R.S. 24-34-301 through 24-34-308

JICDE-R -- Bullying Prevention Regulations

“No bullying” is one of the three key disciplinary rules for students at any Third Future School.

1. Do not disrespect any teacher or other staff member
2. Do not disrupt the learning environment
3. Do not bully anyone

As a result, all staff members take any report or incident of bullying very seriously. Every teacher and staff member is expected to address every reported or observed incident of bullying on the spot and at the time of the incident. The staff member will report more severe incidents or bullying behavior that is repeated to one of the administrators. In most cases, the student will be sent or escorted to the office immediately after the incident.

An administrator will speak with the student or students to gather more information. If necessary, the administrator will ask the staff member for more information. The administration will use progressive discipline responses appropriate to the severity of the student’s behavior. Responses include but are not limited to:

1. Conference with student
2. Student time out
3. Phone call to parents
4. Restorative practices
5. Loss of after-school privileges
6. Administrator/parent/guardian/student conference
7. Written referral
8. In-school suspension
9. Classroom removal
10. Behavior plan
11. Out of school suspension
12. Referral to law enforcement
13. Expulsion

JJH -- Student Travel and Field Trips

The Board recognizes that the first-hand learning experiences provided by field trips can serve as an effective and worthwhile means of learning. The Board encourages field trips that are part of and directly related to the Network schools' educational program and will yield greater learning opportunities than other educational experiences.

Specific guidelines and appropriate administrative procedures shall be developed to screen, approve and evaluate trips and to ensure that reasonable steps are taken for the safety of the participants.

Determinations regarding the appropriateness of a field trip, necessary modifications and/or accommodations, and other matters concerning students with disabilities shall be made by the students' IEP or Section 504 team.

Trips which require students to travel outside of Colorado or to be away from home overnight or on non-school days shall require the approval of the Superintendent.

Adoption of Regulations

The Superintendent, or a designee, shall develop such regulations as may be needed for the implementation of this policy so long as such regulations are consistent with Board policies.

LEGAL REF.: C.R.S. 40-10-116 (1)(b)

JJH-R -- Student Travel and Field Trips Regulations

The following regulation was developed for the implementation of School Board Policy JJH – Student Travel and Field Trips.

Single day trips within District Boundary:

Parents and/or guardians must be notified of a trip ahead of time and informed that they have the right to request that his child not participate in the particular trip. In addition, written permission of the parent or guardian must be obtained before a student participates in the activity.
Applicable forms may be obtained from the front office and must be filed in the school office before any trips are taken.

1. Completed forms must be submitted at least three (3) weeks prior to a planned Off- Campus Trip. The forms that must be submitted are:

    a. Application
    b. Detailed itinerary - include the names, address and phone numbers of location of trip.
    c. Phone Tree - include names and phone numbers.
    d. Emergency Procedures - establish a plan in case of illness, accident disciplinary problems or weather related.
    e. List of students - include their name, address and phone numbers

2. Your application and supporting documentation will be processed and a trip number will be assigned. Once approved, you will receive via email, a copy of an Approved Application.

3. Parents/Guardians and students must complete and return required forms prior to the trip. The forms that parents/guardians must complete and return are:

    a. Release Agreement/Field Trip Permission Form (These forms need to stay in the possession of the person in charge of the trip while on the trip)
    b. Sponsor must have Medical History form for each participating student with them at all times during the field trip.

JK – Student Discipline

The Board believes that effective student discipline is a prerequisite for sound educational practice and productive learning. The objectives of disciplining any student must be to help the student develop a positive attitude toward self-discipline and socially acceptable behavior.

All policies and procedures for handling general and major student discipline problems shall be designed to achieve these broad objectives. Disorderly students shall be dealt with in a manner which allows other students to learn in an atmosphere which is safe, conducive to the learning process and free from unnecessary disruptions.

The Board in accordance with state law has adopted a written student conduct and discipline code based upon the principle that every student is expected to follow accepted rules of conduct and to show respect for and to obey persons in authority. The code also emphasizes that certain behavior, especially behavior that disrupts the classroom, is unacceptable and may result in disciplinary action. The code shall emphasize proportionate disciplinary interventions and consequences and keeping students engaged in learning.

All Board-adopted policies and Board-approved regulations containing the letters "JK" in the file name constitute the discipline section of the legally required code.

Immunity for enforcement of discipline code
An act of a teacher or other employee shall not be considered child abuse if the act was performed in good faith and in compliance with Board policy and procedures.

A teacher or any other person acting in good faith and in compliance with the discipline code adopted by the Board shall be immune from criminal prosecution or civil liability unless the person is acting willfully or wantonly.

Distribution of conduct and discipline code
The Superintendent or designee shall arrange to have a copy of the conduct and discipline code provided once to each student and once to each new student in TFS. The Superintendent or designee shall ensure reasonable measures are taken to ensure each student is familiar with the code. Copies shall be posted on each school’s website. In addition, any significant change in the code shall be distributed to each student and posted in each school.

The Superintendent will consult with network administrators, teachers, parents, students and other members of the community in the development of the conduct and discipline code or before recommending major changes to this policy.

Remedial discipline plans

The principal may develop a plan for any student who causes a material and substantial disruption in the classroom, on school grounds, in school vehicles or at school activities or events. The goal of the remedial discipline plan shall be to address the student's disruptive behavior and educational needs while keeping the child in school.

To develop the plan, the principal will arrange for a meeting with the student, the student's parent/guardian and any members of the staff whom the principal believes should attend. The purpose of the meeting will be to address the reasons for the student's disruptive behavior and to establish goals, objectives and timelines to modify such behavior. A written plan will be prepared which addresses the student's disruptive behavior, educational needs and what steps are necessary to keep the child in school. The plan will include incentives for good behavior and consequences if the student violates the plan.

The plan may be written in the form of a contract which the student and the parent/guardian will sign and date.

The parent/guardian will be provided a copy of the remedial discipline plan and it will be placed in the student's cumulative file.

Discipline of habitually disruptive students
Students who have caused a material and substantial disruption in the classroom, on school grounds, in school vehicles or at school activities or events three times during the school year shall be declared habitually disruptive students. Any student enrolled in TFS may be subject to being declared a habitually disruptive student. Declaration as a habitually disruptive student may result in the student's expulsion.

A student will be declared "habitually disruptive" if three times during the course of the school year the student causes a material and substantial disruption in the classroom, on school grounds, in school vehicles or at school activities or events.

The student and the parent/guardian will be notified in writing of each disruption which counts toward declaring the student habitually disruptive. The student and parent/guardian will also be notified in writing and by telephone or other oral communication of the definition of "habitually disruptive student."

A student who has been declared habitually disruptive may be suspended or expelled in accordance with Colorado law.

LEGAL REFS.:
C.R.S. 18-6-401 (1) (definition of child abuse)
C.R.S. 22-32-109.1 (2)(a) (adoption and enforcement of conduct and discipline code)
C.R.S. 22-32-109.1 (2)(a)(I) (school district shall take reasonable measures to familiarize students with the conduct and discipline code)

C.R.S. 22-32-109.1 (2)(a)(I)(C) (discipline of habitually disruptive students is required part of safe schools plan)
C.R.S. 22-32-109.1 (9) (immunity provisions in safe schools law)
C.R.S. 22-33-106 (1) (grounds for suspension, expulsion and denial of admission)
C.R.S. 22-33-106 (1)(c.5) (habitually disruptive students)

JKA-G -- Use of Physical Intervention and Restraint

To maintain a safe learning environment, Third Future Schools ("TFS") employees may, within the scope of their employment and consistent with state law, use physical intervention and restraint with students in accordance with this policy and accompanying policies JKA-R Use of Physical Intervention and Restraint and JKA-E Student Restraint Incident Report Form. Such actions shall not be considered child abuse if performed in good faith and in compliance with this policy and accompanying regulation.

Physical Intervention
Restraint shall only be administered by TFS employees trained in accordance with applicable State Board of Education rules.
No corporal punishment shall be administered to any student by any TFS employee.

There are times within the scope of their employment, when it becomes necessary for staff to use reasonable and appropriate physical intervention with a student that does not constitute restraint as defined by this policy, to accomplish the following:

1. To quell a disturbance threatening physical injury to the student or others.

2. To obtain possession of weapons or other dangerous objects upon or within the control of the student.

3. For the purpose of self-defense.

4. For protection of persons against physical injury or prevent the destruction of property which could lead to physical injury to the student or others.

Under no circumstances shall a student be physically held for longer than:

- Colorado: One minute in Colorado, unless the provisions regarding restraint contained in the policy and accompanying policies JKA-R Use of Physical Intervention and Restraint and JKA-E Student Restraint Incident Report Form are followed.
- Louisiana: A school employee who has physically restrained a student shall document and report each incident. A written report shall be submitted to the school principal no later than school day immediately following the day of which the student was physically restrained, and a copy shall be provided to the student's parent or legal guardian.
- Documentation provided by the end of the day in Texas.

Restraint is defined by state law and this policy as any method or device used to involuntarily limit a student's freedom of movement, including but not limited to bodily physical force, mechanical devices, chemicals, and seclusion.

TFS employees shall not use restraint as a punitive form of discipline or as a threat to control or gain compliance of a student's behavior. TFS employees are also prohibited from restraining a student by use of a mechanical restraint or chemical restraint, as those terms are defined by applicable State Board of Education rules and policies JKA-R Use of Physical Intervention and Restraint and JKA-E Student Restraint Incident Report Form.

Exceptions

The restraint provisions in this policy and accompanying regulation shall not apply to:

1. Peace officers as defined by C.R.S. 16-2.5-101 et seq. who are acting within the scope of their employment or in accordance with C.R.S. 16-3-109; and

2. When CEC is engaged in transporting a student from one facility or location to another facility or location when it is within the scope of CECs powers and authority to effect such transportation.

LEGAL REFS.: C.R.S. 18-1-703 use of physical force by those supervising minors C.R.S. 18-6-401(1) definition of child abuse C.R.S. 19-1-103 (1) definition of abuse and neglect C.R.S. 22-2-107 (1)(a) and (1)(c) State board - power C.R.S. 22-32-109.1(2)(a) adoption and enforcement of discipline code C.R.S. 22-32-109.1(2)(a)(IV) policy required as part of safe schools plan C.R.S. 22-32-109.1(9) immunity provisions in safe schools law C.R.S. 26-20-101 et seq. Protection of Persons from Restraint Act C.R.S. 26-20-108 Protection of Persons from Restraint Act Rules 1 CCR 301-45 State Board of Education rules for the Administration of the Protection of Persons from Restraint Act

CROSS REFS.: JKA-R Use of Physical Intervention and Restraint JKA-E Student Restraint Incident Report Form

JKA-R -- Use of Physical Intervention and Restraint Regulation

Restraint shall only be administered by TFS employees trained in accordance with applicable State Board of Education rules. No corporal punishment shall be administered to any student by any TFS employee.

A. Definitions

In accordance with the State Board of Education rules governing the Administration of the Protection of Persons from Restraint Act, the following definitions apply for purposes of this policy and accompanying JKA Corporal Punishment/Use Of Physical Intervention And Restraint By Employees and JKA-E Student Restraint Incident Report Form.

1. Restraint means any method or device used to involuntarily limit freedom of movement, including but not limited to bodily physical force, mechanical devices, chemicals, and seclusion.

2. Physical restraint means the use of bodily, physical force to involuntarily limit an individual's freedom of movement. "Physical restraint" does not include:

    a. holding of a student for less than one minute by a staff person for the protection of the student or others;
    b. brief holding of a student by one adult for the purpose of calming or comforting the student;
    c. minimal physical contact for the purpose of safely escorting a student from one area to another;
    d. minimal physical contact for the purpose of assisting the student in completing a task or response.

3. Mechanical restraint means a physical device used to involuntarily restrict the movement of a student or the movement or normal function of the student's body. "Mechanical restraint" does not include:

    a. devices recommended by a physician, occupational therapist or physical therapist and agreed to by a student's IEP team or Section 504 team and used in accordance with the student's Individualized Education Program (IEP) or Section 504 plan;
    b. protective devices such as helmets, mitts, and similar devices used to prevent self- injury and in accordance with a student's IEP or Section 504 plan;

c. adaptive devices to facilitate instruction or therapy and used as recommended by an occupational therapist or physical therapist, and consistent with a student's IEP or Section 504 plan; or
d. positioning or securing devices used to allow treatment of a student's medical needs.

4. Chemical restraint means administering medication to a student (including medications prescribed by the student's physician) on an as needed basis for the sole purpose of involuntarily limiting the student's freedom of movement. "Chemical restraint" does not include:

   a. prescription medication that is regularly administered to the student for medical reasons other than to restrain the student's freedom of movement (e.g. Azmacort, medications used to treat mood disorders, or ADHD, Glucagon); or
   b. the administration of medication for voluntary or life-saving medical procedures (e.g. EpiPens, Diastat).

5. Seclusion means the placement of a student alone in a room from which egress is involuntarily prevented. "Seclusion" does not mean:

   a. placement of a student in residential services in the student's room for the night; or
   b. time-out.

6. Time-out is the removal of the student from potentially rewarding people or situations. A time-out is not used primarily to confine the student, but to limit accessibility to reinforcement. In time-out, the student is not physically prevented from leaving the designed time-out area and is effectively monitored by staff.

7. Emergency means serious, probable, imminent threat of bodily injury to self or others with the present ability to effect such bodily injury. Emergency includes situation in which the student creates such a threat (serious, probable, imminent threat of bodily injury to self or others with the present ability to effect such bodily injury) by abusing or destroying property.

8. Bodily injury means physical pain, illness, or any impairment of physical or mental condition as defined in C.R.S. 18-1-901(3)(c).

9. State Board Rules mean the State Board of Education rules governing the Administration of the Protection of Persons from Restraint Act, 1CCR 301-45.

10. Parent is defined in the State Board of Education's rules.

B. Basis for use of

restraint Restraints shall

only be used:

1. In an emergency and with extreme caution; and

2. After:

    a. the failure of less restrictive alternatives (such as Positive Behavior Supports, constructive and non-physical de-escalation, and restructuring the environment); or
    b. a determination that such alternatives would be inappropriate or ineffective under the circumstances.

3. Restraints shall never be used as a punitive form of discipline or as a threat to gain control or gain compliance of a student's behavior.

4. TFS employees shall:

    a. use restraints only for the period of time necessary and using no more force than necessary; and
    b. prioritize the prevention of harm to the student.

C. Duties related to the use of restraint – general

requirements When restraints are used, TFS shall ensure

that:

1. no restraint is administered in such a way that the student is inhibited or impeded from breathing or communicating;

2. no restraint is administered in such a way that places excess pressure on the student's chest, back, or causes positional asphyxia (as defined in the State Board of Education's rules);

3. restraints are only administered by TFS staff who have received training in accordance with the State Board rules;

4. opportunities to have the restraint removed are provided to the student who indicates he/she is willing to cease the violent or dangerous behavior;

5. when it is determined by trained TFS staff that the restraint is no longer necessary to protect the student or others (i.e. the emergency no longer exists), the restraint shall be removed; and

6. the student is reasonably monitored to ensure the student's physical safety.

D. Proper administration of specific restraints

1. Chemical restraints shall not be used.

2. Mechanical restraints shall not be used, except that this provision shall not apply to armed security officers who have received documented training in defensive tactics utilizing handcuffing procedures and are detaining the student for law enforcement.

3. Physical restraint:

   a. A person administering the physical restraint shall only use the amount of force necessary to stop the dangerous or violent actions of the student.
   b. A restrained student shall be continuously monitored to ensure that the breathing of the student in such physical restraint is not compromised.
   c. A student shall be released from physical restraint within fifteen minutes after the initiation of the restraint, except when precluded for safety reasons.

4. Seclusion:
   a. relief periods from seclusion shall be provided for reasonable access to toilet facilities; and
   b. any space in which a student is secluded shall have adequate lighting, ventilation and size. To the extent possible under the specific circumstances, the space should be free of injurious items.

E. Notification requirements

1. If there is a reasonable probability that restraint might be used with a particular student, appropriate school staff shall notify, in writing, the student's parents, and if appropriate, the student of:

   a. the restraint procedures (including types of restraints) that might be used;
   b. specific circumstances in which restraint might be used; and
   c. the TFS staff involved.

2. For students with disabilities, if the parents request a meeting with school personnel to discuss the notification, school personnel shall ensure that the meeting is convened.

3. The required notification may occur at the meeting where the student's behavior plan or IEP is developed/reviewed.

F. Documentation requirements

1. If restraints are used, a written report shall be submitted within one school day to school administration using the form in policy JKA-E Student Restraint Incident Report Form.

2. The head of school or designee shall verbally notify the parents as soon as possible but no later than the end of the school day that the restraint was used.

3. A written report based on the findings of the staff review required by paragraph G "Review of specific incidents of restraint." below shall be e-mailed, faxed or mailed to the student's parent within five calendar days of the use of restraint. The written report of the use of restraint shall include:

    a. the antecedent to the student's behavior if known;
    b. a description of the incident;
    c. efforts made to de-escalate the situation;
    d. alternatives that were attempted;
    e. the type and duration of the restraint used;
    f. injuries that occurred, if any; and
    g. the staff present and staff involved in administering the restraint.

4. A copy of the written report on the use of restrain shall be placed in the student's confidential file.

G. Review of specific incidents of restraint

1. TFS shall ensure that a review process is established and conducted for each incident of restraint used. The purpose of this review shall be to ascertain that appropriate procedures were followed and to minimize future use of restraint.

2. The review shall include, but is not limited to:

    a. staff review of the incident;
    b. follow up communication with the student and the student's family;
    c. review of the documentation to ensure use of alternative strategies; and
    d. recommendations for adjustment of procedures, if appropriate.

3. If requested by TFS or the student's parents, TFS shall convene a meeting to review the incident. For students with IEPs or Section 504 plans, such review may occur through the IEP or Section 504 process.

H. General review process

1. TFS shall ensure that a general review process is established, conducted and documented in writing at least annually. The purpose of the general review is to ascertain that TFS is properly administering restraint, identifying additional training needs, minimizing, and preventing the use of restraint by increasing the use of positive behavior interventions, and reducing the incidence of injury to students and staff.

2. The review shall include, but is not limited to:

    a. analysis of incident reports, including all reports prepared pursuant to section F "Documentation requirements" paragraphs 1 and 3 above and including, but not

limited to procedures used during the restraint, preventative or alternative techniques tried, documentation, and follow up;
b. training needs of staff;
c. staff to student ratio; and
d. environmental conditions, including physical space, student seating arrangements and noise levels.

I. Staff training

1. TFS shall ensure that staff utilizing restraint in schools are trained in accordance with the State Board rules.

2. Training shall include:

a. a continuum of prevention techniques;
b. environmental management;
c. continuum of de-escalation techniques;
d. nationally recognized physical management and restraint practices, including, but not limited to, techniques that allow restraint in an upright or sitting position and information about the dangers created by prone restraint;
e. methods to explain the use of restraint to the student who is to be restrained and to the student's family; and
f. appropriate documentation and notification procedures.

3. Retraining shall occur at a frequency of at least every two years.

CROSS REFS.: JKA Corporal Punishment/Use Of Physical Intervention And Restraint By Employees JKA-E Student Restraint Incident Report Form

JKD – Suspension/Expulsion of Students

The Board of Directors (Board) shall provide due process of law to students, parents/ guardians and school personnel through written procedures consistent with law for the suspension or expulsion of students and the denial of admission.

The Board and its designee(s) may consider the following factors in determining whether to suspend or expel a student:

The student's age;
The student's disciplinary history;
The student's eligibility as a student with a disability;
The seriousness of the violation committed by the student;
The threat posed to any student or staff; and,
The likelihood that a lesser intervention would properly address the violation.

As an alternative to suspension, the principal or designee may permit the student to remain in school with the consent of the student's teachers if the parent/guardian attends class with the student for a period of time specified by the principal or designee. If the parent/guardian does not agree or fails to attend class with the student, the student shall be suspended in accordance with the accompanying regulations.

This alternative to suspension shall not be used if expulsion proceedings have been or are about to be initiated or if the principal or designee determines that the student's presence in school, even if accompanied by a parent/guardian, would be disruptive to the operations of the school or be detrimental to the learning environment.

Delegation of authority

The Board of Education delegates to Superintendent or the principal of TFS or to a person designated in writing by the principal the power to suspend a student in TFS for not more than five school days on the grounds stated in C.R.S. 22-33-106 (1) (a), (1) (b), (1) (c) or (1) (e) or not more than 10 school days on the grounds stated in C.R.S. 22-33-106 (1) (d) unless expulsion is mandatory under law, but the total period of suspension shall not exceed 25 school days.

The Board of Education delegates to the SUPERINTENDENT OR DESIGNEE, the authority to suspend a student, in accordance with C.R.S. 22-33-105, for an additional 10 school days plus up to and including an additional 10 days necessary in order to present the matter to the Board.

Unless otherwise determined by the Board, the Board of Education delegates to the Superintendent or to a designee who shall serve as a hearing officer the authority to deny admission to or expel for any period not extending beyond one year any student whom the Superintendent or designee, in accordance with the limitations imposed by Title 22, Article 33, of the Colorado Revised Statutes, shall determine does not qualify for admission to or continued attendance at TFS. If the hearing is conducted by a designee serving as a hearing officer, the hearing officer shall prepare findings of fact and recommendations for the Superintendent or designee at the conclusion of the hearing. The Superintendent or designee shall render a written opinion in the matter within five days after the hearing whether the hearing is conducted by the hearing officer or the Superintendent or designee.

The Superintendent shall report on each case acted upon at the next meeting of the Board, briefly describing the circumstances and the reasons for action taken. Such denial of admission or expulsion by the Superintendent or designee shall be subject to appeal to the Board. The appeal shall consist of a review of the facts that were presented, arguments relating to the decision and questions of clarification from the Board.

Expulsion for unlawful sexual behavior or crime of violence
When a petition is filed in juvenile court or district court that alleges a student between the ages of 12 to 18 years has committed an offense that would constitute unlawful sexual behavior or a crime of violence if committed by an adult, basic identification information, as defined in state law, along with the details of the alleged delinquent act or offense, is required by law to be provided immediately to the school district in which the juvenile is enrolled.

The information shall be used by the Board of Education to determine whether the student has exhibited behavior that is detrimental to the safety, welfare, and morals of the other students or school personnel and whether educating the student in the school may disrupt the learning environment in the school, provide a negative example for other students, or create a dangerous and unsafe environment for students, teachers, and other school personnel. The Board shall take appropriate disciplinary action, which may include suspension or expulsion, in accordance with the student code of conduct and related policies. The Board may determine to wait until the conclusion of court proceedings to consider expulsion, in which case it shall be the responsibility of TFS to provide an alternative educational program for the student as specified in state law.

Annual reports
The Board annually shall report to the State Board of Education the number of students expelled from TFS for disciplinary reasons or for failure to submit certificates of immunization.

LEGAL REFS.:
C.R.S. 16-22-102(9) (unlawful sexual behavior)
C.R.S. 18-1.3-406 (crime of violence)
C.R.S. 22-32-109.1 (2)(a) (adoption and enforcement of discipline code)
C.R.S. 22-32-109.1 (2)(a)(I)(E) (policy required as part of safe schools plan)
C.R.S. 22-32-109.1 (3) (agreements with state agencies)
C.R.S. 22-33-105 (suspension, expulsion and denial of admission)

C.R.S. 22-33-106 (grounds for suspension, expulsion and denial of admission)
C.R.S. 22-33-106.3 (use of student's written statements in expulsion hearings)
C.R.S. 22-33-106.5 (information concerning offenses committed by students)
C.R.S. 22-33-107 (compulsory attendance law)
C.R.S. 22-33-107.5 (notice of failure to attend)
C.R.S. 22-33-108 (juvenile judicial proceedings)
C.R.S. 25-4-903 (1) (immunization)

JK-R -- Student Discipline Regulation

INTRODUCTION

The following student conduct and discipline procedures are developed for the implementation of School Board Policy JK - Student Discipline. These procedures are designed to be consistent with the general purpose and principles outlined in Policy JK, as well as consistent with federal and state statutes, and local ordinances.

SECTION ONE: SCHOOL DISCIPLINE ADMINISTRATION

1-1 Characteristics of Disciplinary Practices

A. Successful disciplinary practices have the following characteristics:

1. They are explicit, reasonable, and timely.
2. They have logical, fair, consistent, and age-appropriate consequences.
3. They include a variety of prevention and intervention measures.
4. They provide the opportunity for significant parent/guardian and student participation.
5. They respond to individual differences among students with insight and sensitivity.
6. They ensure the opportunity for students to obtain an education.
7. They address the needs of the student who engaged in the misconduct, the needs of those who were affected by the misconduct, and the needs of the overall school community.

1-2 Staff Training

A. Staff training will be provided as needed to ensure that the disciplinary program in each school is effective and that relevant policies and procedures are equitably applied.

1-3 Non-Discrimination

A. School staff responsible for implementing this Policy shall do so without discrimination based on ethnicity, race, color, religion, national origin, ancestry, gender, sexual orientation, age, or disability.

B. Discipline for students with disabilities shall be in accordance with the student's individualized education program (IEP), any behavior intervention plan, 504 Plan, and Board Policy JKF (Discipline of Students with Disabilities).

1-4 Addressing Racial Disparities and Other Protected Class Disparities in School Discipline

A. Efforts shall be made to eliminate any racial disparities in school discipline. Staff members are specifically charged with monitoring the impact of their actions on students from racial and ethnic groups or other protected classes that have historically been over- represented among those students who are suspended, expelled, or referred to law enforcement.

1-5 Student Conduct Subject to Disciplinary Action

A. Student conduct during either curricular or extracurricular activities in classrooms, in school buildings, on school grounds, may be subject to disciplinary action, if such conduct is detrimental to the school environment and to the welfare or safety of other students or school personnel.

1-6 School Code of Conduct

A. The school may adopt their own school rules and Code of Conduct so long as they are consistent with this policy. Any such rules or codes shall be approved by the Superintendent and will be made available to students and their parents/guardians in a manner consistent with Section 1-6 of this policy prior to implementation.

1-7 Distribution

A. The school shall post this policy on the school web site and in the front office, in English and Spanish. Copies of this policy and school rules will be made available, upon request, to each student and parent/guardian, and, upon request, translated in a language that the parent/guardian can understand.

B. The school is encouraged to train their students on the contents of this policy and other school rules and Codes of Conduct they adopt.

SECTION TWO: INTERVENTIONS AND CONSEQUENCES

2-1 General

A. Effective school discipline policies promote disciplinary responses that refrain from interrupting a student's education to the extent possible. The school should minimize the use of out-of-school suspensions, recommendations for expulsion, and referrals to law enforcement, to the extent practicable while remaining consistent with state statute, local ordinances, and mandatory reporting laws.

2-2 Reasonable Consequences

A. Consequences should be reasonable, fair, age-appropriate, and should match the severity of the student's misbehavior, as well as consider the impact on the victim and/or community. Consequences that are paired with meaningful instruction and guidance (corrective feedback and re-teaching) offer students an opportunity to learn from their mistakes and contribute back to the school community, and are more likely to result in getting the student re-engaged in learning.

B. Any use of consequences should be carefully planned with well-defined outcomes in order to provide the greatest benefit. Positive consequences include systematic recognition for appropriate behavior and lead to an increase in that appropriate behavior. Negative consequences are designed to provide feedback to the student that his or her behavior is unacceptable and should not occur again.

2-3 Relevant Factors in Making Discipline Decisions

A. When choosing consequences for students' misbehavior, teachers, administrators, and staff must balance the school's goals of eliminating school disruptions and maximizing student instruction time. Prior to disciplining students, the following factors shall be considered:

1. Age, health, and disability or special education status of the student
2. Appropriateness of student's academic placement
3. Student's prior conduct and record of behavior
4. Student's attitude
5. Level of parent/guardian's cooperation and involvement
6. Student's willingness to repair the harm
7. Seriousness of the offense and the degree of harm caused
8. Impact of the incident on overall school community.

B. The availability of prevention and intervention programs that are designed to address student misbehavior should also be considered prior to disciplining students.

2-4 Interventions

A. When misconduct occurs, schools shall investigate the circumstances and gather facts that will help to determine appropriate interventions and consequences for that student, with emphasis on correcting student misbehavior through school-based resources at the lowest possible level. Interventions should provide students an opportunity to learn from their mistakes, and re-engage the student in learning. All interventions should balance the needs of the student, the needs of those directly affected by the behavior, and needs of the overall school community.

B. There are three types of intervention strategies that are available to teachers and administrators: Administrative, Restorative, and Skill-based/Therapeutic.

1. Administrative Strategies are statutory, rule-based, or contract-based interventions done "to" the offender, such as:

    a. Removal from classroom
    b. Detention
    c. Suspension
    d. Expulsion.

2. Restorative Strategies are problem solving interventions done "with" the offender. They are driven by justice as much as is possible and focus on the harm caused and how it will be repaired. A successful restorative justice strategy may utilize collaboration in interventions with allied agencies and professionals. An
assessment of the incident/conduct will be done, and a determination will be made by the school administration whether a face-to-face meeting with all parties is appropriate. Examples may include:

    a. Family group conferencing
    b. Victim-offender mediation
    c. Classroom peace circles
    d. Reparation of harm.

3. Therapeutic/Resource Strategies are done "by" the offender and require intrinsic motivational behavior change. Such interventions include:

    a. Mental health counseling
    b. Anger management classes
    c. Informal mentoring and behavior coaching.

C. Teachers and administrators should consider utilizing different types of strategies, or multiple strategies simultaneously, to deal with misbehavior, especially for 2nd or 3rd offenses. For example, in compliance with this Policy, the three types of interventions may be used in the following ways:

1. Independently (e.g., 1-day after-school detention)

2. As alternatives to each other (e.g., choice of mediation or 1-day suspension)

3. In conjunction with each other (e.g., 2-day in-school suspension along with anger management class and mediation).

D. Interventions can range from reminders, redirection, student/teacher conferences to classroom removal, behavior contracts, suspensions, recommendations for expulsion, and/or referral to law enforcement.

SECTION THREE: DISCIPLINARY OFFENSES/CONSEQUENCES

Level I Offense	Level II Offense	Level III Offense
● Disrespect of Teachers & Staff ● Disruption of the Learning Environment	● Habitually Disruptive ● Compromise School Safety	● Multiple suspensions ● Physical harm to others ● Weapons ● Drugs
Level I Consequences	**Level II Consequences**	**Level III Consequences**
● Verbal redirection ● Complete Habits of Success Reflection ● Phone Call home ● After school detention ● Withdrawal of privileges ● Exclusionary Time Out ● Parent shadow student in class ● Parent/Staff/Student Conference	● Out of School Suspension ● Parent Conference ● Behavior Contract	● Out of School suspension ● Parent Conference ● Behavior Contract ● Expulsion
Level I Scenario	**Level II Scenario**	**Level III Scenario**
● Student sent to office for disruption of learning environment ● Administrator has student fill out reflection sheet ● Student returns to learning	● Student has been sent home more than once and is now considered habitually disruptive ● Parent conference and behavior contract developed ● Student breaks contract	● Student has been suspended a minimum of 2 times ● Parent Conference and Contract developed

● Student sent to office for disruption and/or disrespect for second time ● Phone call home ● Student in exclusionary time out ● Student sent to office for third time ● Parent must pick up student and meet with admin/staff before student may return to class		

SECTION FOUR: DISRUPTIVE STUDENTS IN THE CLASSROOM

4-1 Removal from Classroom

A. The school acknowledges the important role and responsibility of teachers in an effective discipline plan. A classroom free of disruption is essential for learning. When a teacher judges it necessary to protect the instructional process, he or she may remove a disruptive student from class to an alternative setting. The Board of Education defines "Classroom Disruption" as a willful and substantial disobedience or open and persistent defiance, or repetitive interfering with the school's or teacher's ability to provide an appropriate learning environment in the classroom which cannot be managed through effective classroom management and/or the intervention strategies identified in this policy.

B. In the event a student is removed from the classroom; the teacher shall see that the student has his or her textbooks and class work to complete assignments. The student will be returned to class only after the teacher has been consulted and a conference has been held with the student. As soon as reasonably possible the teacher or school principal (or designee) will contact the parent or legal guardian regarding the removal and request his or her attendance at a conference, if appropriate.

C. Upon the third removal (except for students with an active IEP), the student may be removed from the teacher's class for the remainder of the term and placed in the Team Center (with access to work and/or Zoom). Whether the student will be placed in a different education setting or suspended shall be consistent with this policy and IDEA regulations.

D. In the Student Learning Plan, the teacher (with consultation from school

administration) will incorporate the requirements of CRS 22-32-109.1 and Board policy concerning disorderly conduct toward, harassment of and making knowingly a false accusation of

child abuse against a teacher. In implementing the disciplinary plan a teacher shall be protected from civil or criminal liability as provided by CRS 22-32-109.1 (9).

E. If a principal has evidence a teacher is referring an excessive number of students for disciplinary reasons, the principal shall review the classroom practices with the teacher and try to determine if a more preventive approach is possible through change in practice, or if the teacher would benefit from staff development. However, this concern shall not be utilized as a reason for returning a student to class who has been excluded by the teacher without the conference referred to above.

SECTION FIVE: SUSPENSION AND EXPULSION PREVENTION

5-1 General

A. Alternatives such as restorative or therapeutic interventions should be utilized to help students who are at risk of suspension or expulsion before such disciplinary measures become necessary.

B. The principal of the school or a designee shall work with the professional staff to identify students who are at risk of suspension or expulsion. Among those students who may be at risk are those who have been or are likely to be declared habitually truant or habitually disruptive.

C. At-risk students could be defined as those students with previous behavioral problems or students who were suspended, expelled, or removed from class at any point in the last calendar year.

5-2 Student Learning Plans-Behavior Component

A. The use of behavior intervention plans to prevent or correct persistent discipline problems is mandated. The goals of the plan are to address the student's disruptive behavior and educational needs, and emphasize the importance of maintaining the child's enrollment in school.

B. To develop the plan, the principal or a designee will arrange for a meeting with the student, the student's parent/guardian, and any members of the staff whom the principal or designee believes should attend. The purpose of the meeting will be to address the reasons for the student's disruptive behavior and cooperatively to establish goals, objectives, and timelines to modify such behavior.

C. A written plan will be prepared that addresses the student's disruptive behavior, educational needs, and the steps necessary to keep the child in school. The plan will include incentives for good behavior and consequences if the student is disruptive in violation of the plan. The Student Learning Plan shall include a description of the support and educational services that will be provided by the school to help the student

avoid future suspensions and expulsion.

1. The school must work with the student's parent or guardian in providing these services.

2. Such services may be provided through agreements with appropriate local governmental agencies, community-based organizations, and institutions of higher education.

D. Every effort will be provided for parent/guardian and teacher(s) input and involvement in the contract's development. Notification of the plan will be presented to the parent/guardian in a language he or she understands.

E. The parent/guardian, student, and the principal or designee should sign the contract.

F. Every effort will be made to ensure that a plan of services is in place and acted upon before any action is taken to suspend or expel a student, barring emergency situations in which immediate disciplinary action is necessary to ensure the safety of the school and its occupants.

5-3 Mandatory Behavior Intervention Plans

A. There is one situation in which a behavior intervention plan must be developed: when a student receives a suspension that counts toward being declared a "habitually disruptive student."

1. See Section 6-7 for more information on "habitually disruptive students."

SECTION SIX: SUSPENSIONS OR EXPULSIONS

6-1 General

A. Suspensions, both in-school and out-of-school, are only to be given in accordance with Section 3-1 of this policy.

B. A student may not be suspended for conduct that occurs off-of school property and outside the school day unless the conduct substantially disrupts, or will substantially disrupt, the school environment, or seriously endangers the welfare or safety of other students or school personnel. In this instance, the provisions in Section 3-1 of this policy shall be followed.

C. Students who are suspended may not participate in extracurricular activities or school sponsored events during the period of the suspension. However, students on suspension during the administration of state assessments shall be provided an opportunity to take the test and may be allowed to participate in related test preparation activities, upon

approval by the school principal or a designee.

D. The school shall provide the student with the opportunity to earn equivalent grades and credits as other students during the student's suspension, and the ability to make-up tests, final examinations, and complete class and homework assignments without penalty while on suspension or within a reasonable time following the completion of the suspension. The intent of this provision is to provide an opportunity for the student to reintegrate into the educational program of the school following the period of suspension.

In-School Suspensions

E. Students with consistently problematic behavior patterns should not be allowed to disrupt the educational process; yet when these students are suspended from school it often adds to the problems of the students, the school, and the community. Therefore, the school and the Board of Education endorse the concept of in-school suspension.

F. The purpose of in-school suspension is to provide a more effective means of discipline than detention or out-of-school suspension. By using in-school suspension, students should not fall behind on school assignments, but should still learn from their mistakes and misbehavior. All in-school suspensions shall be imposed in a manner that is consistent with students' due process rights, as outlined in this and other policies. The following guidelines shall be observed:

1. Students shall be assigned to a special class (Team Center, if available, where they shall be adequately supervised at all times. School administration shall see that each student has appropriate assignments and materials from his/her regular teachers.

2. The principal or a designee shall notify the parents/guardians at once by telephone if their child has been placed under in-school suspension. If the parent/guardian cannot be reached by phone, or if requested by the parent/guardian, there shall be a written notification in a language the parent/guardian can understand. Reasons for the in-school suspension shall be given, and a conference may be scheduled prior to the student's readmission to regular class.

6-2 Out-of-school Suspensions

A. Students can be suspended out-of-school if school administration believes the behavior warrants this consequence.

6-3 Procedures for Out-of-school Suspensions

A. The Board of Education delegates to the school principal, or to a person designated in writing by the principal, the authority to suspend a student out of school in a manner consistent with this policy. In exercising this authority, the principal or designee must follow the procedures prescribed to afford due process.

B. Before a student is suspended, he or she has the right to an informal conference with the principal or designee. At the conference, the student must:

   1. Be allowed to call a parent or guardian, and have the parent or guardian attend the conference if they can within a reasonable amount of time.

   2. Be informed of the charges and evidence against him or her.

   3. Have an opportunity to respond to the charges, verbally or in writing, and present his or her version of events.

   4. Be informed of the right not to submit a written statement, if a written statement is requested.

   5. Have an opportunity to present evidence in his or her defense, including the right to have his or her witnesses interviewed by the principal or designee.

C. It is best practice for the principal, or principal's designee, to interview all known witnesses and to review all evidence prior to making a determination regarding suspensions.

D. If, after the informal conference, the principal or designee decides to suspend the student out of school, the school must make a reasonable attempt to contact the parent or guardian at once by phone. The school must also provide a written notice of suspension in a language that the parent/guardian can understand. Both the oral and written notices must inform the parent/guardian that the student has been suspended, and must include the grounds for the suspension, the period of the suspension, and offer to schedule a time and place for the parent/guardian to meet with the principal or designee to review the suspension prior to or concurrent with reinstatement. It must also state that make-up work will be provided during the period of suspension, and that the student has the right to appeal the suspension and how to do so.

E. If an emergency requires immediate removal of the student from school, the informal hearing shall follow as soon after the student's removal as practicable. If immediate removal from school is necessary, the school shall immediately notify the parent/guardian to determine the best way to transfer custody of the student to the parent/guardian.

F. If the suspension will count toward declaration of the student as "habitually disruptive," the parent/guardian and student must be so notified in writing, as discussed in Section 6-7 of this Policy.

G. Upon reinstatement from suspension of any student, the principal or designee shall attempt to meet with the student's parent or legal guardian to discuss the student's behavior and the possible need for a behavior intervention plan (as discussed in Sections 5-2 and 5-3) for the student in an effort to prevent further disciplinary action.

H. For Level 3 Offenses (see Section 3 of this policy), if there has been a recommendation for expulsion, or a request for an extension of the suspension period made to the Superintendent or designee through Section 6-6 of this policy, the principal has the option of extending the maximum three-day out-of-school suspension available under Section 3-1 by up to two days, for a total of five days, if deemed necessary for the safety of the school.

6-4 Out-of-school Suspension Appeal Rights

1. The student must be informed of his or her right to appeal an out-of-school suspension with the principal or designee in the notice of suspension.

2. The student shall have the following rights in the suspension appeal process:

    1. The right to request a meeting with the principal or designee.

    2. The right to a representative to be present at the meeting.

    3. The right of the student, parent/guardian, and/or representative to address the principal or designee on the evidence and the appropriateness of the penalty.

    4. The right to submit, or have a parent, guardian, or representative submit, a dissenting opinion regarding the suspension, and have it included in the student's disciplinary file.

    5. The right to review, or have a parent, guardian, or representative review, any evidence relied upon in the suspension decision and which is reasonably available for production. The district shall not be obligated to produce evidence which would be in violation of the Family Education Rights and Privacy Act or without an individual(s) consent or Court order.

3. The principal or designee will:

    1. Review all written documents.

    2. Make a determination of whether there was sufficient evidence to find:

        a. That the alleged violation occurred, and
        b. Whether the penalty imposed was appropriate.

    3. Provide a written decision within five days of the meeting.

    4. If it is determined that no violation occurred, all school records pertaining to the suspension will be expunged from the student's file, and a corrected copy of the student's file will be provided to the student's parent or guardian by mail.

5. If the penalty was not appropriate to the violation, all school records will be revised to indicate only the facts leading to the reduced penalty imposed by the principal or designee.

4. If the principal or designee denies the appeal, the student may pursue a second appeal of the suspension to the Superintendent.

5. The student shall have the following rights in the second appeal process:

    1. The right to request a meeting with the Superintendent.

    2. The right to a representative to be present at the meeting.

    3. The right of the student, parent/guardian, and/or representative to address the Superintendent on the evidence and the appropriateness of the penalty.

    4. The right to submit, or have a parent, guardian, or representative submit, a dissenting opinion regarding the suspension.

6. The Superintendent will:

    1. Review all written documents.

    2. Make a determination of whether there was sufficient evidence to find:

        a. That the alleged violation occurred, and
        b. Whether the penalty imposed was appropriate.

    3. Provide a written decision within five days of the meeting.

    4. If it is determined that no violation occurred, all school records pertaining to the suspension will be expunged from the student's file, and a corrected copy of the student's file will be provided to the student's parent or guardian by mail.

    5. If the penalty was not appropriate to the violation, all school records will be revised to indicate only the facts leading to the reduced penalty imposed by the Superintendent.

6-5 Extensions of Out-of-school Suspensions

A. The Board of Education delegates to the Superintendent the authority to extend a student's out-of-school suspension by up to ten (10) days as necessary, upon recommendation of the principal. The total period of suspension shall not exceed twenty-

five (25) days.

B. A suspension shall only be extended if the student committed a Level 3 offense (see Section 3-1 of this policy), the student's presence in school presents a danger or severe disruption to the school and its occupants, and either additional time is needed to further investigate an incident or there has been a recommendation to the Superintendent to expel the student.

C. If an extension of the suspension is to be recommended, the principal or a designee shall make a reasonable attempt to notify a parent/guardian at once by telephone and shall follow up with a written notification in a language the parent/guardian can understand. Through this oral and written notification, the principal or designee shall attempt to schedule a conference with the parent/guardian to explain the reason for the extension.

D. If the suspension has been extended so that the total suspension is ten (10) days or more, and there has not been a recommendation of expulsion, the student is to receive the same right to a hearing as described below in Section 6-8 of this policy.

E. If a student's suspension is extended beyond a total of ten (10) days, the student must be provided with an alternative learning environment in which he or she shall have the opportunity to earn equivalent grades and credits as other students during the suspension period.

6-6 Habitually Disruptive Students

A. A "habitually disruptive student" is a child who has been suspended out-of-school by the principal or a designee three (3) times during the course of a school year for causing a disruption in the classroom, on school grounds, in school vehicles, or at school activities or sanctioned events.

B. For violations, which are counted toward declaration as a habitually disruptive student, consideration will be given to whether a change in the student's schedule is appropriate to address the disruptive behavior.

C. The student and parent/guardian must be notified in writing of each suspension counted toward declaring the student as habitually disruptive. The student and parent/guardian must be notified in writing and by telephone or other means at the home or the place of employment of the parent/guardian of the definition of "habitually disruptive student" and the option to recommend expulsion of such students. This written notification must be provided in a language that the parent/legal guardian can understand.

6-7 Procedures for Expulsion

A. The Board of Education delegates to the Superintendent the authority to expel for any period up to one (1) calendar year a student who does not qualify for admission to

or continued attendance in the school.

B. Procedures for expulsion of a student will be initiated by the school principal's recommendation to the Superintendent or designee. The principal will, at the time of making such recommendation, give to the student and the student's parent/guardian written notice of the recommendation in a language that they can understand. The notice will contain:

    1. A statement of the reasons for the recommended action.

    2. A statement that a hearing on the question of expulsion will be held unless waived by the student or the parent/guardian within ten (10) days for Colorado, fifteen (15) days for Louisiana, and three (3) days for Texas after the date of the notice.

    3. A statement that the student may be present at the hearing to hear the evidence, may have an opportunity to present relevant evidence, and may be accompanied by a parent/guardian and a representative of choice.

C. Unless the student or parent/guardian expressly waives their right to a hearing, the Superintendent or designee shall not expel any child without a hearing at which evidence may be presented in the child's behalf by the parent, an attorney or an advocate of the parent/guardian's choice.

D. Hearings will be conducted by a hearing officer on behalf of the Superintendent. At the hearing, testimony and information will be presented under oath. Technical rules of evidence will not apply. The student, parent/guardian, or representative may question individuals presenting information.

    1. Written statements made by the student may not be used as evidence unless his or her parent/guardian was present at the time it was signed by the student, or school officials had made reasonable attempts to have the parent/guardian present at the time of signing.

    2. For a Level 3 offense, if the hearing officer determines that the student possessed a firearm on school grounds, the recommended consequence shall be expulsion for a duration of one year.

E. The Superintendent will, following review of the recommended action and the report of the hearing officer, act on the recommended expulsion. A written opinion notifying the student and his or her parent/guardian of the action taken shall be issued within five (5) days of the hearing. If the Superintendent determines that the penalty for a Level 3 offense does not merit expulsion for the duration of one year, the written opinion will state the reasons for the exception. The notice shall be in a language that the parent/guardian can understand.

F. The Superintendent will notify the student and his or her parent/guardian of their right to appeal the decision to the Board of Education within ten (10) days of the receipt

of the notice. The notice shall be in a language that the parent/guardian can understand.

G. If an appeal is timely requested, the Board of Education will review the record and offer the opportunity for representatives of the school and the student to make statements to the Board of Education. The Board of Education will:

1. Make a determination of whether there was sufficient evidence to find:

a. That the alleged violation occurred, and
b. Whether the penalty imposed was appropriate.

2. Provide a written decision within five days of the meeting.

3. If it is determined that no violation occurred, all school records pertaining to the expulsion will be expunged from the student's file, and a corrected copy of the student's file will be provided to the student's parent or guardian by mail.

4. If the penalty was not appropriate to the violation, all school records will be revised to indicate only the facts leading to the reduced penalty imposed by the Board of Education.

H. Information will be provided to the parent/guardian of every expelled student regarding educational alternatives available during the period of expulsion. If the parent/guardian desires a home-based educational program, curricula at the appropriate grade level will be made available.

SECTION SEVEN: ANNUAL REVIEW

7-1 Annual Review

1. The school will evaluate and monitor the effectiveness of the school discipline plan using school disciplinary data disaggregated by race, ethnicity, and sex of student. This will allow the school to: identify areas of need; target areas of concern; access professional development, supports, and services; and revise school procedures as needed.

LEGAL REFERENCES:
C.R.S. 22-32-109.1 (general policies on student conduct, safety, and welfare)
C.R.S. 22-32-126(5) (disclosure of disciplinary information)
C.R.S. 22-33-105 (suspension, expulsion, and denial of admission)
C.R.S. 22-33-106 (grounds for suspension, expulsion, and denial of admission)
C.R.S. 22-33-106.3 (student statements used in expulsion hearings)

C.R.S. 22-33-202 (identification of at-risk students)
C.R.S. 18-3-202 through 204 (definitions of first, second, and third degree assault)
C.R.S. 18-8-704 through 706 (witness intimidation and retaliation)
C.R.S. 19-3-304 (Persons Required to Report Child Abuse / Neglect)
C.R.S. 19-1-103 (Child Abuse)
C.R.S. 16-22-102 (Unlawful Sexual Behavior, Unlawful Sexual Contact, Indecent Exposure)
Family Educational and Privacy Rights (FERP) 20 U.S.C. 1232g(h))

JKS – Discipline of Students with Disabilities

Students with disabilities are neither immune from the school's disciplinary process nor entitled to participate in programs when their behavior impairs the education of other students.

Students with disabilities who engage in disruptive activities and/or actions are dangerous to themselves or others will be disciplined in accordance with their Individualized Education Plan (IEP), Section 504 Plan, or any behavioral intervention plan and this policy.

Nothing in this policy shall prohibit an IEP or 504 team from establishing consequences for disruptive or unacceptable behavior as a part of the student's IEP, Section 504 Plan, and/or behavioral intervention plan.

Suspension, Expulsions and Provision of Services

Students with disabilities may be suspended for up to 10 school days in any given school year for violations of the student code of conduct. These 10 days need not be consecutive. During any such suspension, the student shall not receive educational services.

A disciplinary change of placement occurs when a student is removed for more than 10 consecutive school days or subjected to a series of removals that constitute a pattern of removal under governing law.

For students qualifying under IDEA upon the eleventh school day of suspension, or removal when such suspension or removal does not result in a disciplinary change of placement, educational services shall be provided to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the student's educational plan. School staff, in consultation with at least one of the student's teachers, shall determine the educational services to be provided to the student during this period of suspension or removal.

For students under a Section 504 plan, upon the eleventh day of suspension or removal, educational services shall be provided to enable the student to continue to participate in an alternative educational curriculum that would be available to nondisabled students. School staff, in consultation with at least one of the student's teachers, shall determine the educational services to be provided to the student during the period of suspension or removal.

When a student is expelled or subject to removal that results in a disciplinary change of placement, educational services shall be provided as determined by the student's IEP team to enable the student to participate in the general education curriculum, although in another setting, and to progress toward meeting his or her IEP goals.

Prior to expulsion or other disciplinary change in placement, the student's parents shall be notified of the decision to take such disciplinary action and of their procedural safeguards This notification shall occur not later than the date on which such decision is made.

Manifestation Determination

Within ten school days from the date of the decision to take disciplinary action that will result in a disciplinary change of placement, relevant members of the student's IEP team, including the student's parents, or the student's 504 team if IDEA is not applicable, shall review all relevant information in the student's file, including the IEP and/or 504 plan, any teacher observations, and any relevant information provided by the parents, to determine whether the student's behavior was a manifestation of the student's disability.

The team shall determine: (1) whether the student's conduct in question was caused by, or had a direct and substantial relationship to, the student's disability; and (2) whether the student's conduct in questions was the direct result of the school's failure to implement the student's IEP and/or Section 504 plan. If the answer to either of these two questions is "yes," the student's behavior shall be deemed to be a manifestation of the student's disability.

Disciplinary Action for Behavior That is Not a Manifestation

If the team determines that the student's behavior was not a manifestation of the student's disability, disciplinary procedures shall be applied to the student in the same manner as applied to nondisabled students. As stated above, the student shall receive educational services during the period of expulsion or other disciplinary change of placement.

Within a reasonable amount of time after determining that the student's behavior is not a manifestation of the student's disability, the student may receive, as appropriate, a functional behavioral assessment ("FBA"). In addition, a behavioral intervention plan ("BIP") may be developed for the student, as appropriate. If a BIP has already been developed, the BIP may be reviewed and modified, as appropriate.

Disciplinary Action and/or Alternative Placement for Behavior That is a Manifestation

If the team determines that the student's behavior is a manifestation of the student's disability, expulsion proceedings or other disciplinary change of placement will be discontinued. However, the student may be placed in an alternative setting for up to 45 school days as discussed below or the student's placement may be changed for educational reasons as determined by the IEP or 504 team or as otherwise permitted by law.

Within a reasonable amount of time after determining that the student's behavior is a manifestation of the student's disability, the student's IEP or 504 team shall: (1) conduct an FBA of the student, unless an FBA has already been conducted; and (2) implement a BIP for the student. If a BIP has already been developed, the IEP or 504 team shall review it and modify it as necessary to address the student's behavior.

Placement in an Alternative Setting for 45 School Days in Colorado and up to an entire year in Louisiana and Texas

School staff may remove a student with disabilities to an interim alternative setting for not more than 45 school days without regard to the manifestation determination if:

1. The student carried a weapon to school or a school function;
2. The student possessed a weapon at school or a school function;
3. The student possessed or used illegal drugs at school or a school function;
4. The student sold or solicited the sale of a controlled substance at school or a school function;
5. The student inflicted serious bodily injury on another person while at school or a school function; or
6. A hearing officer or court of appropriate jurisdiction so orders.

Such removal to an alternative setting is permissible even if the student's behavior is determined to be a manifestation of the student's disability. The student's IEP or 504 team shall determine the educational services to be provided to the student in the alternative setting.

Students Not Identified as Disabled

Students who have not been identified as disabled shall be subjected to the same disciplinary measures applies to students with disabilities if the school had "knowledge" of the student's disability before the behavior that precipitated the disciplinary action occurred. The school is deemed to have knowledge of the student's disability if:

1. The student's parent has expressed concern in writing to school supervisory or administrative staff, or the student's teacher, that the student is in need of special education and related services;
2. The student's parent has requested an evaluation; or
3. The student's teacher or other school staff have expressed specific concerns about the student's pattern of behavior directly to the school principal or assistant principal.

If a request for evaluation is made during the period the student is subject to disciplinary measures, the evaluation will be expedited. Until the evaluation is completed, the student shall remain in the school's determined educational placement, which can include suspension or expulsion.

The school shall not be deemed to have knowledge that the student is a child with a disability if the parent has not allowed an evaluation of the student, or the student has been evaluated an it

was determined that he or she is not a child with a disability, or the student determined eligible for special education and related services, but the parent refused serviced.

LEGAL REFS.:

20 U.S.C> 1401 et seq. (Individuals with Disabilities Education Improvement Act of 2004)
34 C.F.R300.530-300.537 (IDEIA regulations)
C.R.S. 22-20-101 et seq. (Exceptional Children's Educational Act)
C.R.S. 22-33-106 (1)(c)

JLF – Mandatory Reporting by School Staff

The Colorado Child Protection Act of 1987 states that certain persons, among them any school official or employee who has reasonable cause to know or suspect that a child has been abused or neglected, are required to make an immediate oral report (or cause a report to be made) to the County Department of Human Services in which the child resides, local law enforcement (in instanced of non-interfamilial abuse), or through the statewide reporting hotline system at 1-844-CO-4-KIDS or 1-844-264-5437. The oral report must be followed promptly by a written report (AAL form). It is not the responsibility of school personnel to make a determination if abuse or neglect has occurred. Human Services or local law enforcement will make that decision.

The legal responsibility of the individual school employee who suspects abuse or neglect is not satisfied by reporting that suspicion to other school personnel (unless the individual verifies that the report was actually made by other school staff). If the school employee is uncertain as to whether reasonable cause exists, the employee should nevertheless make a report to human services or law enforcement and allow those agencies to determine whether an investigation is warranted.

Even if suspected abuse involved a case which is very old, and even if the suspected perpetrator is also a minor, a report must be made.

DEFINITION OF CHILD ABUSE AND NEGLECT (C.R.S. 19-1-103)

For purposed of reporting child abuse or neglect is defined as an act or omission in one of the following categories that threatens the health or welfare of a child.

PHYSICAL ABUSE: Any case in which a child exhibits evidence of skin bruising, bleeding, malnutrition, failure to thrive, burns, fracture of any bone, subdural hematoma, soft tissue swelling or death, and either (a) such condition or death is not justifiably explained; (b) the history given concerning such condition or death is at variance with the degree or type of such condition or death; or (c) circumstances indicate that such condition or death may not be the product of accidental occurrence.

SEXUAL ABUSE: Any case in which a child is subjected to unlawful sexual behavior as that term is defined in Colorado law. (See C.R.S. 16-22-102).

EMOTIONAL ABUSE: An identifiable and substantial impairment of the child's intellectual or psychological functioning or development, or substantial risk of impairment of the child's intellectual or psychological functioning or development.

NEGLECT: Any case in which a child is a child in need of services because the child's parents, legal guardians or custodians fails to take the same actions to provide adequate food, clothing, shelter, medical care or supervision that a prudent parent would take.

NEGLECTED OR DEPENDENT CHILD (C.R.S. 19-3-102)

A child is neglected or dependent if:

a. A parent, guardian or legal custodian has abandoned the child or has subjected him to mistreatment or abuse or a parent, guardian or legal custodian has suffered or allowed another to mistreat or abuse the child without taking lawful means to stop such mistreatment or abuse and prevent it from recurring;
b. The child lacks proper parental care through the actions or omissions of the parent, guardian or legal custodian;
c. The child's environment is injurious to his/her welfare;
d. A parent, guardian or legal custodian fails or refused to provide the child with proper or necessary subsistence, education, medical care or any other care necessary for his/her health, guidance or well-being;
e. The child is homeless, without proper care or not domiciled with his/her parent, guardian, or legal custodian through no fault of such parent, guardian, or legal custodian; and
f. The child has run away from home or is otherwise beyond the control of his/her parent, guardian or legal custodian.

IMMUNITY FROM LIABILITY (C.R.S. 19-3-309)

School employees acting in good faith in the making of a report are immune from any liability, civil or criminal, or termination of employment, unless the employee's action is of willful, wanton, and malicious intent.

PENALTY FOR FAILURE TO REPORT (C.R.S. 19-3-304.4)

Any school employee who fails to report or cause a report to be make of suspected cases of child abuse or neglect, commits a Class 3 misdemeanor and may be subject to up to six months in prison and/or a $750 fine. There may also be civil liabilities for damages caused by failure to report. The obligation to report, or cause a report to be make, is that of the person who has reason to know or suspect that child abuse or neglect has occurred.

RELEASING CONFIDENTIAL INFORMATION

In order to effectively report suspected abuse or neglect, district employees will disclose information about the suspected incident, the name and address of the child, family, informant and other identifying information requested by the investigating agency. In accordance with state law, the school principal/designee is required to grant interviews at school with the child who is the subject of a report (that is, the alleged victim) to any representative of either Human Services or law enforcement who displays proper identification.

TEMPORARY CUSTODY OF THE CHILD A law enforcement officer may take a child into temporary custody without a court order. A caseworker may take a child into temporary custody only with a verbal or written court order. Before releasing a child to a caseworker, the principal/designee shall verify the court order by telephoning the clerk of the juvenile court or the judge issuing the order.

DISCIPLINARY ACTION

Employees who fail to fulfill their duties under this regulation may be subject to disciplinary action, including termination of employment.

TFS Board Policy
KB – Parent Communications
Revised 10 March 2017

KB – Parent Communications

The Board of Education believes that the education of each student is a responsibility shared by the school as well as parents. The Board recognizes the need for a constructive partnership between the school and parents that provides for two-way communication and fosters educational support for students and parents. In this policy, the word “parent” also includes guardians and other members of a student’s family involved in the student’s education.

In keeping with these beliefs, it is the intention of the school to cultivate and support active parental involvement.

To that end the Network schools shall:

1. consult with and encourage parents to share in school planning and in the setting of objectives through the School Accountability Committees (SAC).

2. help parents understand the educational process and their role in supporting student achievement.

3. provide opportunities for parents to be informed about their student’s progress toward attaining proficiency on state content standards.

4. provide appropriate avenues for parents to find support in their role.

5. encourage formal organizations for parents at the school building.

6. provide information related to school and parent programs, meetings and other activities to the parents of all children in a format and, to the extent practicable, in a language the parent can understand.

7. provide such other reasonable support for parental involvement activities as parents may request.

The Board also recognizes the special importance of parental involvement to the success of its Title I and Limited English Proficient (LEP) programs and directs the Superintendent or designee to ensure that the Network schools jointly develop with parents written parent involvement policies that meet the requirements of federal law.

LEGAL REFS:

C.R.S. 22-7-301 et seq. (measures to increase parental involvement in public education)
C.R.S. 22-11-302 (1)(g) (duties of the district accountability committee include increasing parent engagement)
C.R.S. 22-11-402 (1)(h) (duties of the school accountability committees include increasing parent engagement)
C.R.S. 22-30.5-109 (publicity regarding educational options)
C.R.S. 22-32-142 (1) (board must adopt parent engagement policy and identify a district employee to act as “point of contact”)

Revised October 7, 2021

Section K: School/Community

Relations Network Policy KBA

NETWORK TITLE I PARENT AND FAMILY ENGAGEMENT

The Board of Directors, pursuant to its authority under Colorado law, hereby adopts this policy. Pursuant to federal law, the Network and the parents and families of students participating in Title I district programs have jointly developed the following parent and family engagement policy. The policy shall be implemented by the Superintendent or designee according to the timeline set forth in the policy and incorporated into the Network's Title I plan.

Involvement with Title I planning
The Network shall ensure that Title I schools will conduct an annual meeting for parents and families of students in Title I schools, as well as school staff, principals of schools receiving Title I funds, and other interested persons to discuss the Title I program plan, review implementation of the Title I plan, discuss how Title I funds allotted for parent and family Engagement activities shall be used, and invite suggestions for improvement.

District support for parent and family engagement
The Network shall provide coordination, technical assistance, and other support necessary to assist participating schools in building the capacity for effective parent and family engagement activities to improve student academic achievement and school performance.

This coordination, assistance, and support shall include:

- The Network will provide technical support to leadership teams in Title I schools as they develop and evaluate the family and community plan as a part of their annual school improvement process.
- The Network will review and monitor the implementation of each Title I school's family and community engagement plan during regularly scheduled site visits. (These visits will take place at least once per year).
- The Network will create partnerships with various community agencies so schools can help their parents know and access available services and resources.
- The Network will communicate to schools the importance of creating and maintaining a welcoming atmosphere for parents and families.
- The Network will support Title I schools in their efforts to eliminate language barriers as they communicate with families.

- Understanding the value and utility of contributions of parents and families.
- Strategies for communication and collaboration with parents and families as equal partners.
- Implementing and coordinating parent programs.
- Building ties between parents and the school.

Student learning
The Network shall coordinate and integrate Title I parent and family engagement strategies with those of other educational programs in the district. The purpose of this coordination shall be to improve the academic quality of the schools served, including identifying challenges to greater participation by parents and families in activities authorized by law, particularly by parents and family members who:

- Are economically disadvantaged
- Have disabilities
- Have limited English proficiency
- Have limited literacy
- Are of any racial or ethnic minority background
- Are parents of immigrant and migratory children

Each Title I school, through the process of developing and evaluating their family and community plan annually, will identify any challenges to meaningful participation of parents and families.

The Network shall provide to parents, as appropriate, information to help them understand the Network's academic content and achievement standards, state and local academic assessments, the requirements of Title I, how to monitor students' academic progress, and how to work with school staff to improve the achievement of students. The Network shall develop written materials and training for staff to help parents and families work with students to improve student achievement.

This will be accomplished by:

- Providing support to schools for conducting training for parents and families to learn about standards, assessments, and improving student achievement.
- Explaining and communicating to parents and families in language that is friendly and understandable.
- Using technology to enhance parent and family access to information.
- Providing brochures and information on ways parents and families can support their child's literacy and mathematical achievement.

School-based parent and family engagement activities

Each Title I school shall encourage parents and families to become involved in activities of the school by:

- Ensuring that communication between home and school is regular, two-way, and understandable.
- Scheduling parent and family functions at different times of the day and different days of the week.
- Welcoming parents and families in the school while seeking and supporting their assistance.
- Encouraging and supporting parents and families in their important role of assisting student learning.
- Providing parents and families with information about services, activities and opportunities offered at the school for them and their children.

Method of communicating with parents and families
All information related to school and parent programs, meetings, and other activities shall be sent to parents and families in a format and, to the extent practicable, in a language the parents can understand.

Annual evaluation
All Title I schools shall conduct, with meaningful involvement of parents and family members, an annual evaluation of the content and effectiveness of this policy. Effectiveness shall be measured in part by improvements in student academic achievement and in school performance.

The evaluation shall specifically address challenges to greater participation by parents and families in activities authorized by law, particularly by parents who:

- Are economically disadvantaged
- Have disabilities
- Have limited English proficiency
- Have limited literacy
- Are of any racial or ethnic minority background
- Are parents of immigrant and migratory children

The Network shall use the findings of the evaluation to design evidence-based strategies for more effective parent and family engagement and to revise, if necessary, this policy.

The Network shall provide such other reasonable support for parent and family engagement activities as parents may request.

Development of school-level Title I parent and family engagement policy

Each school receiving Title I funds shall jointly develop with, agree on, and distribute to parents and family members of students participating in the Title I program (hereafter referred to as "parents") a written school-level Title I parent and family engagement policy in accordance with the requirements of federal law.

The policy shall contain a school-parent compact or agreement that outlines how parents, school staff, and students will share the responsibility of improved student academic achievement and the means by which the school and parents will build and develop a partnership to help students.

Legal

20 U.S.C. 6301 et seq. (Elementary and Secondary Education Act of 1965 as amended by the Every Student Succeeds Act)

Title I, Part A, Section 1112 (a) (parent role in the development of district Title I plan)

Title I, Part A, Section 1112 (e) (information for parents concerning teacher qualifications, assessments and language instruction)

Title I, Part A, Section 1114 (b)(1)(F) (School wide Reform Program must include strategies to increase parent involvement)

Title I, Part A, Section 1114 (b)(2) (eligible school that desires to operate a school wide program must develop a comprehensive plan, with involvement of parents and other community members)

Title I, Part A, Section 1115 (b)(2)(e) (Targeted Assistance Program must include parent involvement strategies)

Title I, Part A, Section 1116 (a) (Parent and family engagement policy)

Title I, Part C, Section 1304 (c)(3) (parent involvement in projects and programs for the education of migratory children)

C.R.S. 22-11-101 et seq. (Education Accountability Act of 2009)

KD-G -- Parent Notification of Employee Conduct

Third Future Schools' (TFS) Board of Directors ("the Board") is committed to maintaining a professional workforce whose conduct conveys respect for themselves, their peers, our students, and the greater community we serve. While federal and state laws, regulations and other district policies impose expectations of staff and prohibitions on their actions, the purpose of this policy is to ensure timely notification to parents of students when TFS learns that an employee has been convicted of certain felony crimes.

The Colorado legislature has provided a list of disqualifying offenses that it determined pose a risk to the educational setting. TFS recognizes that employees accused of committing these offenses are presumed innocent until proven guilty, but TFS understands and respects that these charges can be very concerning to our students and families. Consequently, when TFS receives notice that a current or former employee has been charged or convicted of any of the statutory enumerated offenses, TFS will provide parents and guardians information regarding the charge or conviction. TFS may partner with relevant law enforcement agencies to determine what information should be included in the notice regarding the charge or conviction. Additionally, when TFS receives notice that an employee has been charged with one of these offenses and the underlying allegation implicates or poses an ongoing risk to students, TFS will place the employee on administrative leave. In accordance with state law, all employees convicted of one of these enumerated offenses will immediately be disqualified from continued employment.
Definitions For the purposes of this policy, the following definitions shall apply:
(a)"Employee" means an employee of the school whose employment requires or required the
employee to be in contact with students or whose work area gives or gave the employee access to students. "Employee" includes a former employee if the individual was employed by the school at any time within 12 months before an offense is charged. If a school has contracted with a private entity to operate an online school, the employee of the private entity is deemed to be an employee of the school.

(b) "Parent" means the biological or adoptive parent or the legal guardian or legal custodian of a student enrolled in a school at the time notification is made.

TFS's Responsibility to Monitor Criminal Proceedings: TFS routinely receives reports from the Colorado Bureau of Investigation ("CBI") relating to employees who have previously been subjected to a background check.

If TFS receives a report from the CBI that includes information that an employee has been arrested for any of the crimes listed below, the Executive Director of Schools and Human

Resources shall monitor the criminal proceedings to determine whether the employee is charged with an offense listed below, whether a preliminary hearing has been held if the charge is eligible for a preliminary hearing and the disposition of the charge.

In addition, any time TFS finds good cause to believe that an employee has been convicted of a felony or misdemeanor, other than a misdemeanor traffic offense or traffic infraction subsequent to such employment, TFS shall require the person to submit a complete set of his or her fingerprints for a fingerprint-based criminal history record check.

Crimes that require further monitoring and potential notification to parents are:

1. Felony child abuse; 2. A crime of violence, not including assault in the second degree unless the victim is a child; 3. A felony offense involving unlawful sexual behavior; 4. A felony, where it is alleged that the underlying factual basis of which includes an act of domestic violence; 5. Felony indecent exposure; or 6. A felony drug offense that is a Level 1 or Level 2 drug felony.

Notification Procedure

Within two business days after the preliminary hearing is held, waived or deemed waived by the employee, or within two school days after the date on which the employee is charged if the charged offense is not eligible for a preliminary hearing, TFS shall provide notice to parents.

Notice should be sent to parents of all students who: a) Were enrolled in the school in which the employee is employed or was employed at the time of the alleged offense; or b) TFS has reason to believe that the employee may have had contact with the student as part of the employee’s employment with the school.

The notification shall contain:

1. The name of the employee; 2. The employee’s position; 3. Whether the employee continues to be employed by TFS; 4. The length of employment with TFS; 5. The alleged offense as set forth in the charging document, including the violation of statute or code; and 6. A statement that, under state and federal law, a person is presumed innocent until proven guilty.

A second notification is required within two school days after the TFS confirms the disposition, or outcome of the charge. The disposition notification shall provide notice to parents of the disposition of the charge and shall be in the same manner as the original notification.

Additional Parameters:

Notifications shall be in the same manner by which TFS notifies parents of important school business, which may include email, other electronic communication, or by first-class mail.

TFS may provide additional information to parents regarding the underling facts or circumstances relating to the charge but shall not disclose the identity of the alleged victim.

Parental notification may be delayed if requested by law enforcement.

Notification must be sent regardless of whether or not the circumstances of the charge occurred when the employee was off duty.

Notification When School is Out of Session: The duty to notify parents of qualifying charges and convictions against employees continues while school is out of session. Accordingly, the TFS Executive Director of Schools shall continue to monitor CBI reports and criminal proceedings during scheduled breaks to ensure notification requirements are met.

Reporting to CDE and CSI:

If an employee of TFS is dismissed or resigns because of an allegation of any one of these enumerated crimes, and such allegation is supported by a preponderance of the evidence, the Board shall notify the Colorado Department of Education ("CDE") and the Colorado Charter School Institute ("CSI"). The Board shall provide any information requested by CDE or CSI concerning the circumstances of the dismissal or resignation. TFS shall notify the employee that information concerning the employee's dismissal or resignation is being forwarded to CDE and CSI unless the notice would conflict with the confidentiality requirements of the "Child Protection Act of 1987", part 3 of article 3 of title 19, C.R.S.

If TFS learns from a source that a current or past employee of TFS has been convicted of, pled guilty to, pled no contest, or has received a deferred sentence or deferred prosecution for any of the above enumerated crimes, TFS shall notify CDE and CSI.

Safe School Plan: This policy is incorporated into TFS's Safe School Plan.

Additional Legal Refs: C.R.S. 22-1-130 (Notice to parents of alleged criminal conduct by school employees – legislative declaration – definitions) C.R.S. 22-30.5-110.5 (information provided to department) C.R.S. 22-30.5-511.5 (Background investigations – prohibition against employing persons – institute charter school employees' information provided to department) C.R.S. 22-32-109.8(6.5) (Prohibition against employing persons)

Policy Ref: ADD-G Safe Schools

TFS Board Policy KE – Public Concerns and Complaints- Revised 20 October 2024

Constructive criticism motivated by a sincere desire to improve the quality of the educational program or to equip the schools to do their tasks more effectively is welcomed by the Board of Directors (Board).

The Board believes that complaints and grievances are best handled and resolved as close to their origin as possible. Therefore, the proper channeling of complaints involving instruction, discipline or learning materials will be as follows:

1. Teacher
2. Principal
3. Superintendent or designee
4. Board of Education

Any complaint about school personnel shall always be referred back through proper administrative channels before it is presented to the Board for consideration and action. When a complaint is made directly to an individual Board member, the procedure outlined below shall be followed, and the grievance process will be started by filing the grievance to this link **tinyurl.com/TFS-grievance**:

The Board member shall refer the person making the complaint to the principal or the Superintendent. [If the person has already made a complaint to the principal or Superintendent and is not satisfied, then the Board member shall ask that the complaint be written and signed. The Board may then choose to hear the complaint or appoint a hearing officer to hear the complaint. The hearing officer will determine how to resolve or conclude the complaint.] The principal/Superintendent or designee shall contact the grievant within 3 business days to hear the outstanding issues and address concerns.

If the person will not personally present the complaint to the principal or Superintendent, the Board member shall then ask that the complaint be written and signed. The Board member may then refer the complaint to the principal or Superintendent for resolution. The principal/Superintendent or designee shall contact the grievant within 3 business days, or submit in writing a response to the grievance.

If at any time the person making a complaint feels that a satisfactory reply has not been received from a principal, that person should be advised to consult with the Superintendent or designee and, if still not satisfied, to request that the complaint be heard by the Board of Directors or by a hearing officer appointed by the Board. This request must be in writing and provide specific detail of the grievance and why the resolution provided by the principal/Superintendent or designee is not appropriate in their viewpoint. Within 10 days of receipt the Board of Directors will respond in writing their decision. If declining

review, the Board's written response to the grievant will explain the reasons for the determination. Issues of employee or student privacy may be addressed in Executive Session, as is legally proper.

If the grievant is not satisfied with the School Board's determination not to review the written grievance or the written resolution reached by the School Board after reviewing the grievance, the grievant may submit its concerns in written format to the Executive Director of the Charter School Institute within five business days from receiving the written decision of the School.

After review, the Institute's Executive Director will publish his/her conclusions in writing within 15 calendar days from receipt of the written concern. The decision of the School's Board will not be overturned unless there are compelling grounds that the School violated an applicable law, regulation, policy, or contract provision. The Institute can be contacted at legalandpolicy_CSI@csi.state.co.us

KDB – Public's Right to Know - Freedom of Information

COLORADO OPEN RECORDS ACT (CORA)

CSI schools should adopt a policy that aligns with the requirements outlined in C.R.S. 24-72-201, et seq. (the "Colorado Open Records Act"). The policy should outline procedures for receiving and responding to CORA requests. This sample policy is intended to be used by CSI Schools in drafting their own CORA policies. While the sample language provides a helpful starting point, each school's policy may be tailored to its own practices and preferences within the confines of the requirements outlines in statute. This document may not be inclusive of everything a school could have in its policy, and schools are encouraged to have all policies reviewed by legal counsel and by CSI prior to adoption.

This regulation applies to all requests submitted pursuant to C.R.S. § 24-72-201 et seq., to inspect public records in the custody or control of SCHOOL. SCHOOL is committed to the guiding principles of openness, transparency, accountability and responsiveness.

This policy is intended to balance the demands of the Colorado Open Records Act (CORA) and SCHOOL's obligations as a public school within the State of Colorado.

Protocols for Requests

Before making a request for records pursuant to this policy, requesters should refer to the school's website, [SCHOOL WEBSITE] to determine if the information sought is posted and publicly available. If there are any questions regarding what type of information is posted on the SCHOOL's website please contact the Custodian of Records (contact information below).

Requests for Records:

SCHOOL is required to produce records in response to qualifying requests made pursuant to CORA. SCHOOL strives to be as transparent as possible; however, not all documents maintained by the school are available for public inspection. Some documents must be kept confidential to respect the privacy of students and families or otherwise comply with relevant federal and state laws. All documents restricted from disclosure under C.R.S. § 24-72-204 shall not be released.

For the fastest and best response, requesters should avoid vaguely worded inquiries. Each request must be as specific, clear, and narrow as possible. Requests should include:

- Requestor's name and mailing address;
- Requestor's phone number or email address so that SCHOOL can contact requestor if clarification is needed;
- A detailed list or description of the specific records sought, including search terms and date range.

A statement explaining the requester's reason for making the request is helpful for SCHOOL to fulfill the request but is not required.

If a request fails to meet these guidelines, the school may be unable to fulfill the request. If more information is needed to process the request, or if the records requested do not exist at the SCHOOL, the SCHOOL will make reasonable efforts to contact the requester at the contact information provided within the timeframe for responding to the request.

Requests to inspect public records must be in writing and mailed or emailed to the Custodian of Records (contact information below). If a request is sent via email to anyone other than the Custodian, or if the Custodian does not accept such an email request, it will not be considered received by SCHOOL.

CORA is not a record retention statute, and the school is not obligated to create records that do not exist or maintain records outside of relevant legal guidelines or school's policy on records retention.

General Questions and Requests for Information

General questions and requests for information that are not submitted in writing pursuant to this policy are not requests for "public records" as defined by the law. Therefore, the school is not required to respond to them according to CORA's specifications. Although it is not required, the school may respond to all such questions and requests for information.

Responses to Requests

Time for response to records requests shall be as follows:

- The normal time for production shall be three (3) working days, beginning on the first business day after the request is received.
- Such period may be extended upon determination by SCHOOL that extenuating circumstances exist. Such period of extension shall not normally exceed seven (7) working days. The requestor shall be notified of the extension within the three-day period.

Requests to inspect records will not take priority over the regular work activities of SCHOOL'S employees. Charges for copies of requested records shall be as follows:

- The normal cost for requested documents shall be $.25 per page or, for documents in non-standard formats, the actual duplication costs. SCHOOL will not charge for the first 25 pages of printing and will not charge a per-page fee for records that are provided in a digital or electronic format.
- SCHOOL may charge a research and retrieval fee based on the actual cost of responding to the request. The hourly rate for employee time is $30 per hour, and there shall be no charge for the first hour of employee time. If the custodian charges research and retrieval fees under this paragraph, copying shall be charged at a rate of $.25 per page.
- Payment must be received prior to the requestor receiving copies. The SCHOOL must accept credit card or other electronic payments if the SCHOOL accepts such payment types for other charges.

If charges are expected to exceed $25, the SCHOOL will provide the requestor with an estimate of the cost of responding prior to responding and may require a deposit. If the requestor wishes to proceed once receiving an estimate, they must respond in writing. By responding in writing, the requestor agrees to pay all fees associated with responding to the request. The time between the date of the custodian's estimate and the receipt by the custodian of a written response to proceed will not be counted against the time period set forth above for responding to the CORA request.

If a requestor wishes to inspect available records in advance of receiving copies, such inspection shall be by appointment only during normal SCHOOL working hours. Such inspection must be supervised by a school representative and the requestor may be charged for any employee time exceeding one hour associated with such inspection.

Manipulation of Records

The school may manipulate existing records to redact or exclude information not subject to disclosure. If the school is required to manipulate data to generate the record, the school may charge an hourly fee that applies in the same manner as the research or retrieval of records. SCHOOL has the right to redact electronic mail addresses, telephone numbers or home addresses on the ground that disclosure to the applicant would be contrary to the public interest.

A record stored in a digital format will be shared via email, or by another mutually-agreed upon method if the size of the record prevents transmission via email. The document will be provided in a searchable or sortable format except when it is not technologically or practically feasible to do so or when it is not feasible to permanently remove any information that is excluded from the request without the use of additional software or programming.

For questions related to CORA requests please contact:

Custodian of Records

INSERT EMAIL

INSERT PHONE

Requests to inspect public records must be in writing to the Custodian of Records. Requests may be mailed or emailed to:

SCHOOL

ATTN: Custodian of Records

INSERT ADDRESS

INSERT EMAIL

Adopted: XXX, 20XX

LEGAL REFS.: CRS 24-71-201 et seq.

KF -- Community Use of School Facilities

Community groups shall be permitted and encouraged to use school facilities for worthwhile purposes when such uses will not interfere with the school program. All arrangements shall be subject to the following provisions:

Eligible Organizations

Organizations connected with and promoting recognized school functions may use the buildings without charge.

Other organizations may use school property upon payment of suitable fees and costs, according to the fee schedule recommended by the Superintendent and approved by the Board of Education. The Board may waive rental or fees for charitable or other nonprofit organizations or groups.

Whenever a community group is permitted to use a school or other facility, at least one school employee must be on hand, paid for by the organization, when in the opinion of principal, it is necessary to supervise the individuals and protect school property. The number of paid employees shall depend on the type of service, number to be served and number of volunteer helpers.

Whenever a cafeteria/common area is used, it shall be under the supervision of a school employee. The group using the facility shall reimburse the school for the salary of the employee.

No school building or facility shall be used for any purpose which could result in picketing, rioting, disturbing the peace or damage to property or for any purpose prohibited by law.

Rental Charges and Approval of Use

Specific regulations for scheduling outside uses of school facilities shall be drawn up by the Superintendent and approved by the Board. Fees for the use of school facilities shall be determined by the Superintendent or designee based upon the rental charges and personnel fees approved by the Board.

The Superintendent or designee, on the basis of this policy and its accompanying regulations, shall approve all rentals of school facilities. The Board must approve any special requests or exception to policy and/or regulations.

Any individual, group or organization using school property as provided under this policy shall hold the Board of Education, individual Board members and all district officers, agents and employees free and harmless from any loss, damage, liability, cost or expense that may arise during or be in any way caused by such use or occupancy. When using school facilities, organizations may be required to furnish satisfactory liability insurance protection.

Legal
C.R.S. 22-32-110 (1)(f)

KF-R – Community Use of School Facilities

Responsibility

The Superintendent or designee will be responsible for the administration of the accompanying policy on community use of school facilities.

The role of the principal will be that of assisting potential users in finding suitable space and providing technical assistance to appropriate building staff upon request as it relates to the rental of their specific building. All rentals of school facilities shall be approved by the principal or designee.

Scheduling

After district activities, have been scheduled, space will be available with attention to broad and equitable use of facilities. All use is subject to the general guidelines and availability of school staff.

The principal will be responsible for notification of the head custodian of the date and time of all building activities and the rooms reserved and for keeping a calendar of all rental commitments and reservations for regular school activities during the year.

Permission for use during the hours of the regular school day or during the period immediately after the closing of school, which in the judgment of the principal may be necessary for school purposes, will be refused.

Application for Use

Written approval will be required for use of a school building or grounds by any group which is not a part of the regular public school program. Such approvals, which are a part of these regulations may be granted for a single use or a limited, continuing use.

The requestor must submit a completed application form for "Building Rental Contract" to the principal for approval, denial, or modification.

Approval will depend upon satisfactory assurance that the use of the school facility will be under the direct supervision of an adult who in the judgment of the principal is responsible and competent to supervise the proposed program or activity. The supervision provided by each renting group must be adequate to ensure that the members of the group remain in the assigned

portion of the facility. If required by school officials, guards or uniformed police also must be provided at the expense of the user.

If approved, the activity will be added to the building master calendar and copies of the application will be completed and distributed to the Superintendent, Board of Education, head custodian, principal and applicant (one copy each).

Cancellation and Revocation

The user must notify the principal if the intended use is cancelled or adjusted. Repeated, short notification of cancellations may result in further building use being denied.

The school reserves the right to cancel building use permits should the space be needed for school or school-related activities. This privilege will be used only when necessary due to unavoidable circumstances. Attempts will be made to offer alternative space. The district may revoke building use at any time. When this occurs, appropriate financial adjustments will be made.

General Regulations

1. Whenever a community group is permitted to use a school or other facility, at least one school employee must be on hand, paid for by the organization, when in the opinion of the principal it is necessary to supervise the individuals and protect school property. The number of paid employees shall depend on the type of service, number to be served and numbers of volunteer helpers.

2. No permit will be transferred to any person or group other than the one to whom issued.

3. Safety
   All applicable fire and safety laws/regulations governing use of school facilities must be observed at all times, including:

    a. School exit lights must be used.
    b. Open flame (including candles) is prohibited.
    c. Room capacity is not exceeded.
    d. Temporary electrical or mechanical modifications are prohibited.
    e. Flammable holiday or other decorations are prohibited.
    f. Stairways, corridors and entrances/exits must be kept free of obstruction at all times.
    g. No equipment, scenery or decorations of any type may be used within the building or on the premises except as specifically provided in the permit. Such equipment, scenery or decorations must be slow burning, must conform to all local and state regulations and must not be attached to the walls, floors or ceilings (except to anchors presently provided).

4. Prohibited Activities

Use or possession of alcoholic beverages and controlled substances. Failure to comply will be dealt with by local law enforcement agencies.

a. Smoking, chewing or any other use of tobacco products within the building or on school grounds in accordance with state law and the Charter Schools Institute on tobacco-free schools. If an individual group does not comply with this policy or these regulations, the group will be denied use of district facilities for a period of no less than 18 months.
b. All disruptive or illegal activity, including obscene language, quarreling or fighting.
c. Gambling.

5. Damage
   The approved party will be responsible for all damages and losses to the building and/or the contents and must indemnify and hold harmless the Board and its employees from any claim resulting from or arising out of the use of the school facilities named in the application or any part of the facilities covered in the application.

6. The Board will not be held responsible for any damage or loss which may occur to non-school property brought on the premises. Such property must be removed from the facility immediately after the use or before such time that the materials will interfere with school activities.

7. Insurance
   School property insurance and comprehensive general liability insurance do not extend to community or other groups using school facilities. The school may require non-school groups to provide certificates of insurance in the following amounts:

   a. All entities must provide a certificate of insurance in the amount of $650,000.

8. Locations
   All applications will be approved for specific rooms. It will be the responsibility of the approved party to restrict the activities of the group to that specific area except for necessary hallways and restrooms. The approved party is responsible for not allowing unauthorized individuals into the approved area or activity. The presence of unauthorized individuals must be reported to the staff manager on duty.

9. Times
   Facility use times will be specified in the application. All groups are expected to vacate the premises by the hour specified. An additional hour rental may be charged for early arrival or late exit. All use permits will terminate by 9 p.m. Exceptions to this may be approved by the principal. No non-school groups will be permitted use of facilities on regularly scheduled school days prior to the ending time for students.

10. Days
    Facilities may be rented Monday through Friday as space is available and as such rental does not interrupt or disturb regular school activities. Saturday and Sunday use of school facilities may be permitted and will be subject to staff availability where applicable. Summer use may be limited due to custodial work schedules.

11. Clean Up
    General clean-up will be the responsibility of the approved party. Rubbish must be removed from the facility immediately after use or before such time, as it will interfere with school activities. Additional fees will be charged for clean up when deemed necessary.

Guidelines for Religious Use

Facilities may be used for religious activities under the following conditions:

1. Church services and religious activities must be conducted at times when school is not in session.
2. Religious objects and symbols must be removed after each use.

Nondiscrimination

All users are subject to laws and regulations applicable to school districts which prohibit discrimination based upon age, sex, national origin, race, color, religion, marital status or handicap.

Rental Categories

Category 1
No rental fee will be charged to the following:

1. School-affiliated groups such as parent-teacher organizations, school-related parent and community groups, or employee groups of an educational, recreational, social or professional nature as approved by the district.
2. Governmental entities using facilities as a polling place.
3. Precinct caucuses.
4. School-affiliated partners that provide services to the school, as approved by the school.

Category 2
A nominal non-refundable fee will be charged the following groups for each application. No additional rental charges will be made if their activities take place when normal supervisory or custodial personnel are present.

1. Community-sponsored groups that do not charge a fee and whose main purpose is to hold an informative meeting that is open to the public (such as League of Women Voters, local neighborhood organizations and recognized community service groups).

2. Community-sponsored youth and senior citizen activities when:

    a. Instructors or supervisors receive no payment for their involvement in that activity
    b. Fees for the activity, if any, provide only for direct non-personnel costs

Category 3
Commercial, private, church and other non-profit groups that do not meet the criteria in Category 2 and for-profit groups and individuals may rent school facilities when their use is compatible with Network schools policy.

Fees
Any of the listed fees may be waived, in advance, by the Superintendent on a case by case basis.

1. Custodial
   Any organization or individual, regardless of classification, will be required to pay the cost of custodial services if use of the facility would result in direct costs to the school. For those facilities where a custodian is regularly on duty during the rental, the user may be charged up to two hours per use at the current custodial salary rate to compensate for additional work required in opening, securing, cleaning, etc., related to the rental.

2. Utilities
   Any organization or individual, regardless of classification, will be required to pay the cost of utilities if use of the facility would result in direct costs to the school.

3. Payment
   All users will be expected to pay rental fees in advance. Organizations that have made prior arrangements with the principal may pay on a monthly basis. Organizations wishing to pay on a monthly basis should submit a request in writing. Failure to pay as per agreement may result in denial of access to the facility and future requests being denied. Checks should be made out to the Network school.

4. Financial Accountability
   It will be the responsibility of the principal to ensure that revenue received for deposit to the appropriate accounts. Fees collected for salaries will be used to reimburse those accounts. Fees collected for facility rental/use will be deposited in the school's activity account.

5. Fee Revision
   All fees are listed in the accompanying exhibit and are designed to reflect these regulations. These fees are subject to review and revision and may be adjusted annually by the Board.

5. Damage Deposits
   Damage Deposits may be required at the discretion of the principal or designee contingent upon the type of activity associated with the rental facility.

Guidelines for Denial of Use

The school reserves the right to deny building use for any reason.
In addition, use will be denied if in the judgment of the Superintendent or his designee the proposed activities would:

1. Jeopardize the equipment and/or facilities of the building
2. Conflict with school activities
3. Be incompatible with the school neighborhood
4. Violate any Board policy or local, state or federal law

Guidelines for Appeal

The applicant may file a written appeal to the Superintendent if a use application has been denied by the principal. Further appeal, if necessary, may be made to the Board of Education.

LEGAL REFS.: C.R.S. 22-32-109 (1)(bb)
C.R.S. 24-10-101 *et seq.*, *Colorado Governmental Immunity Act*
C.R.S. 25-14-103.5
CROSS REF.: ADC, Tobacco-Free Schools

RENTAL RATES
(Rental Rates listed are hourly rates)
Note: The utility fee is set annually by Board of Education on a per hour per zone rate.
If admission is charged, the school use fee will be the hourly rate plus 10% of gross ticket revenue. A damage deposit may be required, and will be collected at the time the rental contract is executed. The damage deposit will be retained for any damages incurred. Should any damage occur beyond the damage deposit, renters will be billed for 100% of the cost to repair any damage incurred that was a direct result of their usage. Renters may also be required to hire security for the event.

Catergory	**1**	**2**	**3**
Classroom			
Elementary School	No Charge	$20.00	$40.00
Middle School	No Charge	$20.00	$40.00
All Purpose Room			
Elementary School	No Charge	$30.00	$70.00
Middle School	No Charge	$30.00	$70.00
*Included auxiliary gym			
Cafeteria/Commons			
Elementary School	No Charge	$30.00	$50.00
Middle School	No Charge	$30.00	$75.00

BILLING
Payments are required ten working days in advance of use. Please pay by check, money order, or cashier's check made payable to Network schools. No cash please. No space can be reserved until a contract is signed. No building will be opened until the fee is paid.

BUILDING RENTAL CONTRACT
Network
schools 431
Sable Blvd.
Aurora, Colorado 80011

Renting Organization_____ Building_____
Person Responsible_____ Telephone_____
Address_____
_____

Date of Use	Time
_____	_____ TO _____
_____	_____ TO _____
_____	_____ TO _____

Facilities Requested	Charge	Total
_____	_____	_____
_____	_____	_____
_____	_____	_____

Personnel Required

_____	_____	_____
_____	_____	_____
_____	_____	_____

Other (Including damage to facilities or equipment)

_____	_____	_____
_____	_____	_____

TOTAL DUE $_____

I have read and agree to follow the conditions of the Building Rental Policy and General Instructions and further guarantee payment of all fees upon presentation of completed application. Application for Network schools facility usage will constitute willingness to comply with all rules and regulations regarding the use of school facilities as prescribed by the Board of Education. The applicant must exercise the utmost care in the use of school premises and agrees to protect, indemnify, and hold harmless Network schools and its officers and employees from any and all claims, liabilities, damages or rights of action directly or indirectly growing out of the use of the premises. In the event of damage to district property or facilities, applicant will accept the estimate of the amount of damage and will pay all repair and/or replacement costs within 30 days of receipt of bill. Applicants will provide certificate of insurance if requested.

_____ _____
(Signature of Renter) (Building Administrator) Date _____

PRIORITY OF USE
First consideration in the use of all school facilities must be the school or school sponsored meetings and programs. All other eligible renters will be considered on a "First request, First Served Basis." Accordingly, when one or a series of users is requested, date adjustment and alternate facilities may be necessary.

BUILDING PROCEDURE FOR FACILITY RENTAL

1. It will be the obligation of the Building Principal to approve or disapprove all requests for facility use.
2. The Building Principal must adhere to the rental rates detailed in School Policy when assigning rental fees to groups who have requested the use of a specific facility.
3. Building Principals must complete the Facility Use Agreement for every group who requests the use of their respective facility.
4. Building Principals will be responsible for maintaining Facility Use Agreements and all corresponding documentation for each rental agreement.
5. Copies of all Facility Use Agreements and any corresponding documentation must be sent to the Superintendent after Principal approval. This documentation will be filed for purposes of insurance and rental fee documentation.
6. Rental fees will be paid directly to the school. The Principal shall deposit these rental fees in the school's activity or executory account.
7. Building Principal must ensure that facility rental does not interfere with school sanctioned activities.

This is not a contract. Contracts are required for all rentals. A contract will be sent once this paper work has been completed.
CONTRACTS MUST BE SIGNED BY BOTH PARTIES TO RESERVE SPACE. **Payments are required at least ten working days in advance of facility use**. **Please pay by check, money order, or cashier's check. No cash please.** NO FACILITIES WILL BE OPEN UNTIL CONTRACT IS SIGNED BY BOTH PARTIES AND FEES ARE PAID.

ADVERTISING
All advertising for activities, which take place in or on the Licensed Property shall include the following statement:

"These activities will take place on property that [name the Grantee] has licensed from the Network schools pursuant to Board of Education Policy KF. Our group has paid a full rental fee for the facility and, therefore, our rental of the facility is not supported by tax dollars. Our use of the school facility represents neither agreement nor disagreement with our group's goals, purposes, or statements by the Board, Administration, or the school."

The Network schools do not provide advertising support for lessee.

KI -- Visitors to Schools

The Board recognizes the importance of engaging the community in our school and the importance of school/community partnerships yet also recognizes concerns for the welfare of students. Therefore, the school limits visitors to:

1. Parents/guardians of current students;
2. Other family members of current students who are approved by the student's parent/guardian; and
3. Board members; and
4. Other persons invited by the principal, the Superintendent or her/his designee or a board member for educational or official business purposes.

In order to ensure that no unauthorized persons enter the building with wrongful intent, all visitors to the schools shall report to the school office when entering, receiving authorization before visiting elsewhere in the building. Authorized visitors may: 1) be required to sign in and out; 2) be given name-tags to wear identifying themselves as visitors; 3) may be required to leave an identification card at the main office while visiting; and 4) be accompanied by a school employee for some or all of the visit. School administrators may approve additional building procedures pertaining to school visitors to preserve proper and safe learning environment.

Visiting a school is a privilege, not a right, which may be limited, denied or revoked by a school administrator or designee based on considerations of student and /or staff safety, efficient school operations, maintenance of a proper educational environment, or failure to comply with this policy.
Loitering, as defined by C.R.S. 18-9-112, shall be prohibited.
LEGAL REFS:
C.R.S. 18-9-109 *(interference with school staff or students)*
C.R.S. 18-9-110 *(trespass, interference at or in public buildings)*
C.R.S. 18-9-112 *(definition of loitering)*
C.R.S. 18-9-117 *(unlawful conduct on public property)*
C.R.S. 18-12-105.5 *(unlawful possession of weapons on school property)*
C.R.S. 22-32-109.1 (7) *(Board must adopt open school policy*

Addendum A-3: Student Outcome and Financial Performance Goals

PARTNERSHIP AGREEMENT BETWEEN
SAN ANTONIO INDEPENDENT SCHOOL DISTRICT AND THIRD FUTURE SCHOOLS

EXHIBIT A – School Performance Contracts

The schools listed in the table below shall be managed by Third Future Schools in accordance with the Partnership Agreement.

Name of School(s)	Partnership School Term	School Renewal Year
Ogden ES	26-27SY through 28-29SY	27 - 28SY

The Superintendent or designee will hold a conference with the operating partner of the campus and establish student achievement targets aligned to the Partnership School's term of renewal. These targets will include goals related to the state accountability standards and the District's school performance framework.

The Board of Trustees delegates authority to the Superintendent or designee to update school performance contracts as needed. Both the Superintendent or designee and the Partner shall inform the District's Board of Trustees and the Partner board of any changes to the Partnership School's goals.

EXHIBIT A: School Performance Contracts (continued)

Third Future Schools Performance Agreement

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

Performance Measure 1 (Campus Overall Rating) is the most important metric in the Academic Excellence section for assessing the academic success of all in-district charter schools. The other performance metrics in this section serve as guideposts to enable the school to achieve its overall rating. A school will be considered as having met the Academic Excellence measure if they meet the overall rating in Performance Measure 1.

Performance Measure 1: Campus Overall Rating*

Academic Metric	Year 1 Goal 2026-27	Year 2 Goal 2027-28	Year 3 Goal 2028-29
TEA Campus Accountability Rating	C	B	B or higher

II. Organizational Strength

Measure	Metric	Description
Charter fidelity	Charter Fidelity using a rubric guided self-assessment tool developed by SAISD	Fulfillment of a school's charter will be assessed on an annual basis by the Office of Partnerships and will be based on whether the school is materially implementing the core components of the charter application. The self-assessment tool is published by the Office of School Leadership and Partnership Services and may include a follow-up site visit or a request for additional evidence of implementation.
Teacher Satisfaction	The campus score for the teacher satisfaction rate must **meet or exceed the district average** on the district-wide teacher survey.	SAISD surveys all teachers each year. The current teacher survey is the TNTP Instructional Culture Insight Survey, which is conducted annually at all schools in the spring. The score for each campus is the average of the school's scores on the 12 domains in the survey.
Parent/Family Satisfaction	The campus score for the parent satisfaction rate must **meet or exceed the district average** on the district-wide family survey.	Currently, the parent survey is a district-produced survey using the questions from the Panorama Family-School Relationships Survey. It is conducted annually at all schools in the spring. The school's score is the average of the school's score on 4 of the domains in the survey. The Family Engagement/Input domain is not included as it was created by SAISD and is not nationally normed.
Student Attendance	The average daily attendance rate for the campus **must meet or exceed the district's yearly overall average.**	Average daily attendance rate for the full school year. This average is calculated by SAISD's Data and Accountability Office.
Student Attrition	Attrition rate will be **less than or equal** to the district average	Attrition rate will be calculated by using the PEIMS snapshot data of the previous school year and calculated by SAISD's Data and Accountability Office.

III. Financial Health

Measure	Metric	Description
Financial Health and Sustainability	Fiscal management practices and implementation of applicable policies and procedures	The school is expected to follow sound fiscal management practices. A campus may be considered to not meet this expectation if the campus did not follow district policies and procedures and applicable state and federal law related to the spending, budgeting, or reporting of any district or campus funds, including money raised through fundraisers.

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Annual Financial Audit (1882 Schools)	An **unqualified ("clean") audit** report to the district in accordance with the timeline specified in the partnership agreement.	Senate Bill 1882 partners are required to hire an external accounting firm to conduct an annual financial audit of the partner's nonprofit operations.
Campus Income Statement and Detailed Transaction Ledger	Fiscal management practices, oversight, compliance, and transparency of campus expenditures.	Each campus will submit to District a campus level income statement and a detailed transaction ledger on a semi-annual basis. • Due February 15th each year – Campus income statement and detailed transaction ledger for transactions through Dec. 31st of each school year. • Due August 15th each year - Campus income statement for the full school year and a detailed cumulative transaction ledger for all activity through June 30th. The detailed transaction ledgers must be provided in an excel format and include: • Full budget code • Budget code description • Transaction date • Transaction amount

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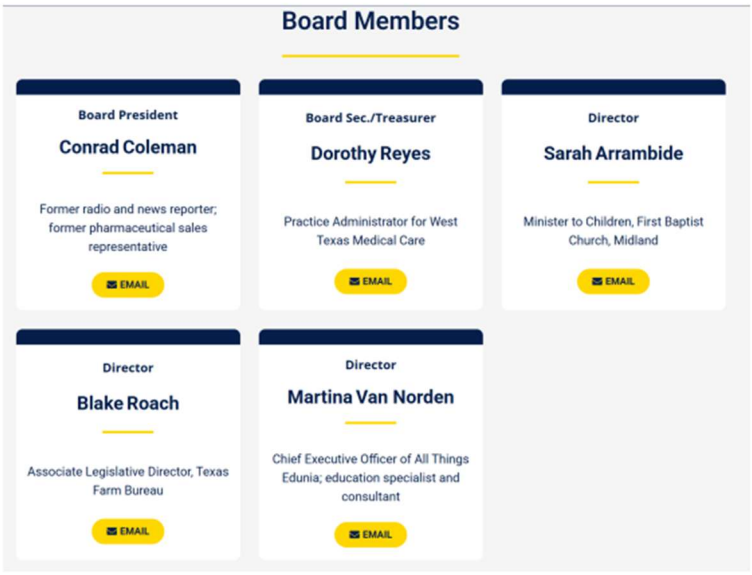
Addendum A-4: OP Governing Board



ADDENDUM A-4: TFS Governing Board

TFS Board and Subsidiary Board Members -- Oct 2022

TFS Board

Last name	First name	Position on	Term	Term No.	Email	Occupation	Relevant Competencies
Jones	Dwight	President	Jul 21 - Jul 24	2	dwightjones567@gmail.com	Vice President of National Urban	Education policy, strategy,
Clementi	Tammy	Vice President	Jul 21 - Jul 24	2	tammyclementi4127@gmail.com	National Director for Academic	Curriculum and Instruction,
Laband	Scott	Board member	Jul 21 - Jul 24	2	slaband@colordosucceeds.org	President of Colorado Succeeds	Legislation, policy, strategy,
Chu	Dale	Board member	Jan 21 - Jan 24	1	dalechu@me.com	President, DC Strategies	School improvement, effective
Williams	Michael	Board member	Apr 22 - Apr 25	1	mlw@michaellwilliams.com	Former Texas Commissioner of	Education policy and strategy;

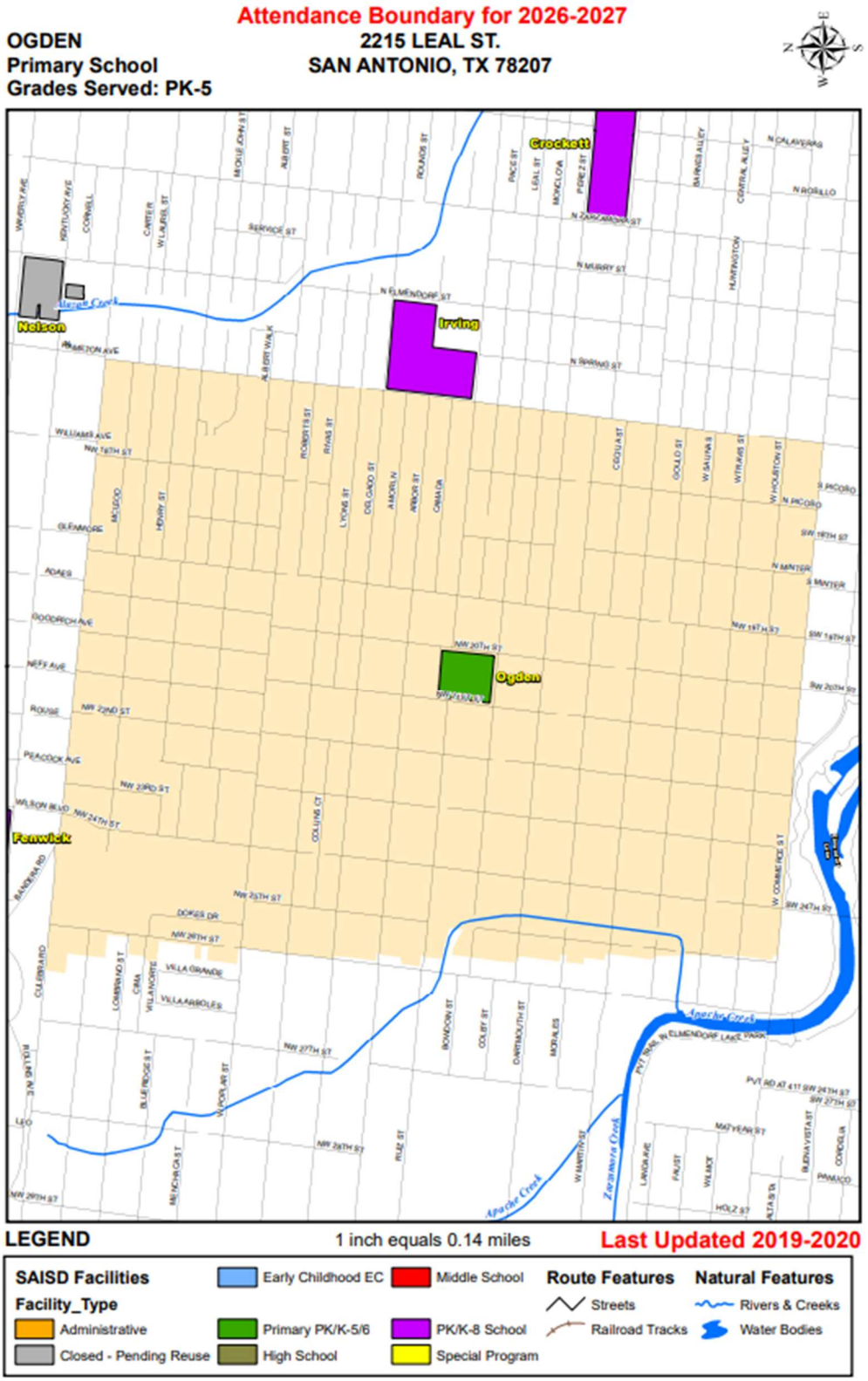
TFS-Colorado Subsidiary Board

Last name	First name	Position on	Term	Term No.	Email	Occupation	Relevant Competencies
Sward-Miller	Jennifer	President	Jun 19 - Jun 22	1	jswardmiller@outlook.com	Manager and Partner, property	Human resources, organizational
Mills	Patrick	Secretary/Treasu	Dec 19 - Dec 22	1	patrick.m.mills@comcast.net	Former Naval Officer and defense	Organizational effectiveness,
Lindimore	Mary	Director	Jul 19 - Jul 22	1	mary.lindimore@gmail.com	Managing Director, Precision P3;	Education policy, research,
Ngola-Trice	Rachel	Director	Aug 19 - Aug 22	2	racheltrice@gmail.com	Vice President of Finance at Cresa	Finance, strategy
Vacant							

TFS-TX Board

Last name	First name	Position on	Term	Term No.	Email	Occupation	Relevant Competencies
Coleman	Conrad	Board President	Apr 20 - Apr 23	1	crad1998@yahoo.com	Former radio and news reporter;	finance, organizational
Reyes	Dorothy	Board Sec./Treas	Apr 20 - Apr 23	1	Dororeyes8@gmail.com	Practice Administrator for West	Human resources, education policy
Arrambide	Sarah	Director	Nov 20 - Nov 23	1	sarrambide@fbc-midland.org	Minister to Children, First Baptist	Education policy, parent
Van Norden	Martina	Director	Nov 20 - Nov 23	1	teachmrsv@gmail.com	Chief Executive Officer of All	Finance, education policy, program
Vacant							

Addendum A-5: School Attendance Area



Addendum A-6: OP Charter Proposal (Application)

(Document begins on following page)

DRAFT

[Third Future Schools]

Request for Applications

Applicant Information

Name of Applicant Organization	Third Future Schools
Primary Contact Person	Zach Craddock
Mailing Address	431 North Sable Blvd, Aurora, Colorado 80011
Phone Number	719 963 6620
Email	zach.craddock@thirdfuture.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
Jessica Lopez	Chief of Staff, TFS	Operations, leadership, facilities, scheduling, tech, etc.
Dr. Shirley Miles	Chief of Schools, TFS	Leadership, instruction, evaluations, curriculum, administrative coaching, action plans, etc.
James Dworkin	CFO, TFS	Financial planning, A/P, Payroll, Grant management, etc.

We plan to apply as a(n):

☐ **Existing Partner** *(Partners that have operated at least one campus in SAISD prior to submitting this application)*

☑ **New Partner** *(Partners that have campus management experience, but have not previously operated campuses in SAISD)**

** Existing Partners who are proposing to expand or replicate an existing model currently being implemented at a SAISD school should focus responses on how the current model would or would not be impacted by expansion or replication. All responses should explain the approach and plan for scaling and, if needed, how the current model would be changed.*

Does this organization operate any other campuses in the United States?
YES (Complete the next section)

If Yes, complete the following table (*add lines as needed)*:

State	Authorizer	School Name	Year Operation Began	Most Recent School Rating
Colorado	Colorado Charter School Institute	Academy of Advanced Learning	2017	Performance, A
Colorado	Colorado Charter School Institute	Coperni 3	2019	Performance, A

Texas	Midland ISD	Sam Houston Collegiate Prep	2020	A, 2025
Texas	Midland ISD	Lamar Elementary	2023	C, 2025
Texas	Austin ISD	Mendez Middle School	2022	B, 2025
Texas	Beaumont ISD	Jones Clark Elementary	2023	C, 2025
Texas	Beaumont ISD	Fehl-Price Elementary	2023	F, 2025
Texas	Beaumont ISD	Smith Middle School	2023	F, 2025
Texas	Jasper ISD	Parnell Elementary School	2024	B, 2025
LA	Louisiana Dept. of Ed	Prescott Academy	2023	D, 2024
LA	Caddo Parish Schools	Fair Park Middle School	2024	F, 2023
TX	Manor ISD	Manor Middle School	2025	F, 2025
TX	Wichita Falls ISD	Hirschi Middle School	2025	D, 2025

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

No

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

State	Authorizer	Proposed School Name	Application Due Date	Decision Date

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

Yes (complete next section)

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

Planned School Name	City	State	Opening Date
TBD	TBD	LA	TBD
TBD	TBD	TX	TBD

Was this application completed by the operating partner and without assistance from the district or a district assigned vendor?

Yes

School Information

NOTE: Complete this part for each school included in this proposal, and duplicate as needed.
It is acceptable to apply as a Partner without identifying the school.

Proposed School / Campus Name		**Opening Year**	**Grades at Year 1**	**Grades at Capacity**
Herff Elementary		2027-2028	PreK- 5	PreK-5
Proposed Location				
Address of Identified Facility *If applicable.*		**996 S. Hackberry St., San Antonio, Texas 78210**		
Projected Total Student Enrollment Number		**435**		
Projected Demographic Information	**% EcoDis: 96.95%**	**% SpEd: 17.94%**	**% EL: 46.95%**	

Model / Specialty *(Check all that apply):*

- ☐ Alternative
- ☐ Career / Technical Ed.
- ☐ Dual Language
- ☐ STEM
- ☐ Arts
- ☐ College Prep
- ☐ Montessori
- ☐ Blended Learning
- ☐ Disability (list):
- ☑ Other (list): Learning and Differentiated Instruction

Name of Proposed Principal (if known)	
Current Employment	
Phone Number – Day	
Phone Number – Evening	
Email	

Proposed School / Campus Name		**Opening Year**	**Grades at Year 1**	**Grades at Capacity**
Hirsch Elementary		2027-2028	PreK-5	PreK-5
Proposed Location				
Address of Identified Facility *If applicable.*		**4826 Seabreeze, San Antonio, Texas 78220**		
Projected Total Student Enrollment Number		**532**		
Projected Demographic Information	**% EcoDis: 95.31%**	**% SpEd: 18.05%**	**% EL: 4.33%**	

Model / **Specialty** *(Check all that apply):*

- ☐ Alternative
- ☐ Career / Technical Ed.
- ☐ Dual Language
- ☐ STEM
- ☐ Arts
- ☐ College Prep
- ☐ Montessori
- ☐ Blended Learning
- ☐ Disability (list):
- ☑ Other (list): Learning and Differentiated Instruction

Name of Proposed Principal (if known)	
Current Employment	
Phone Number – Day	
Phone Number – Evening	
Email	

Proposed School / Campus Name		**Opening Year**	**Grades at Year 1**	**Grades at Capacity**
Whittier Middle School		2027-2028	6,7,8	6-8
Proposed Location				
Address of Identified Facility *If applicable.*		**2101 Edison Dr., San Antonio, Texas 78201**		
Projected Total Student Enrollment Number		**684**		
Projected Demographic Information	**% EcoDis: 91.40%**	**% SpEd: 18.90%**	**% EL: 40.34%**	

Model / **Specialty** *(Check all that apply):*

- ☐ Alternative
- ☐ Career / Technical Ed.
- ☐ Dual Language
- ☐ STEM
- ☐ Arts
- ☐ College Prep
- ☐ Montessori
- ☐ Blended Learning
- ☐ Disability (list):
- ☑ Other (list): Learning and Differentiated Instruction

Name of Proposed Principal (if known)	
Current Employment	
Phone Number – Day	
Phone Number – Evening	
Email	

Proposed School / Campus Name		Opening Year	Grades at Year 1	Grades at Capacity
Graebner Elementary		2026-2027	EE-5	EE-5
Proposed Location				
Address of Identified Facility *If applicable.*		**530 Hoover Ave., San Antonio, TX 78225**		
Projected Total Student Enrollment Number		**646**		
Projected Demographic Information	**% EcoDis: 94.3%**	**% SpEd: 17%**	**% EL: 37.8%**	

Model / **Specialty** *(Check all that apply):*

- ☐ Alternative
- ☐ Arts
- ☐ Blended Learning
- ☐ Career / Technical Ed.
- ☐ College Prep
- ☐ Disability (list):
- ☐ Dual Language
- ☐ Montessori
- ☐ STEM
- ☑ Other (list): Learning and Differentiated Instruction

Name of Proposed Principal (if known)	
Current Employment	
Phone Number – Day	
Phone Number – Evening	
Email	

Section 1 - School Overview

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

Executive Summary
(Limit: 4 Pages)

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

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

   The vision of Third Future Schools is founded on recognizing that the Year 2035 workplace will require proficiency in the areas of critical thinking, information literacy, computer programming, communication skills, statistics, and learning how to learn– subjects focused on how to think rather than what to think. "Third Future Schools prepares students for college and the modern workplace. Through personalized learning with a focus on critical thinking skills, our schools close achievement gaps and allows every student to reach his/her potential." Third Future Schools' mission and culture are focused on building a high-performance and caring culture that has high expectations and where the main instructional delivery model is personalized learning. "A team of dedicated teachers and leaders, working in a high-performance and caring culture, maintains an intense focus on academic achievement and performance outcomes. Students find success and are engaged through personalized learning, which allows students to work at their own pace and learn in a way suited to their strengths. Third Future Schools holds high expectations for students and staff and believes that everyone can create their future."

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

   Our students' anticipated needs include but are not limited to closing achievement gaps and substantially increasing student proficiency in all core subjects; both of which TFS-TX has proven success. SAISD's student population demographics mirror our TFS schools in Colorado and in Texas. Currently, in Texas, we serve students through an 1882 partnership with Midland ISD as a turnaround partner for Sam Houston Collegiate Preparatory Elementary School. We serve a population primarily comprised of students who qualify for FRL and are English

Language Learners with unique challenges with which we are familiar and successful in supporting. TFS-TX is also operating with Austin ISD serving Mendez MS, Lamar ES in Midland ISD, one campus in Jasper, Texas, Hirschi MS in Wichita Falls ISD and Manor MS in Manor ISD.

3. **Educational Program / Academic Model*.** Provide a brief overview of the educational program of the proposed school, including major instructional methods, assessment strategies, and non-negotiables of the school model. Describe the evidence that demonstrates the school model will be successful in improving academic achievement for the targeted student population.

Our instructional model (entitled LSAE) was designed to specifically narrow achievement gaps. It combines direct instruction with highly differentiated lessons and assignments. All students receive grade-level, direct instruction for the first 40 to 45 minutes of a 90-minute class. This is important because many students in struggling schools rarely receive grade-level activities or assignments. After direct instruction, students take a "demonstration of learning" (DOL) and are then divided into four groups. The "learners (L)," who need more time with the specific objective for that class that day, stay with the teacher and receive more guided instruction and practice. The students who are "securing (S1)" their learning and who need more practice at a slightly higher level, work on a different activity in the classroom. Students who have "secured (S2)" their learning, work on an activity or assignment that is yet more challenging for them. The "accelerated (A)" student receives an even more rigorous assignment. The "secured" and "accelerated" students work in a "team center" outside of the classroom, where learning coaches assist them during the remainder of that class period. This model has proven to significantly narrow achievement gaps for all students who are behind academically, including students challenged by language barriers.

We believe students need to be proficient in Year 2035 competencies to better prepare them for a fundamentally different workplace and world. We call the acquisition of knowledge, perspective, and experiences the Dyad Concept. As a result of this systemic change, all students take an Art of Thinking course, and we collaborate with the community to provide students with key, relevant experiences that add to their understanding of their interests, varying perspectives, and the world. Community members provide instruction in piano, photography, filmmaking, cycling, health and fitness, yoga, Karate, and many others. In addition, students complete a list of requirements that include participation in a team sport, engaging in the performance arts, community service, and travel out of state or out of the country.

As *Attachment 1*, an Executive Summary provides an overview of the proposed plan for the school with a clear and concise description for each component listed above.

* You will have another opportunity in Section 2 below to describe the educational program / academic model in greater detail.

Attachment 1, Executive Summary included? YES (Complete the next section)

Enrollment Summary
(Limit: 2 Pages)

1. Complete the table below, illustrating the growth plan for the school.

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

Grade Level	**Herff, Hirsch, and Whittier** (Combined) Number of Students					
	Year 1 27-28	**Year 2 28-29**	**Year 3 29-30**	**Year 4 30-31**	**Year 5 31-32**	**At Capacity 2032-33**
Pre-K	180	185	195	200	200	200
K	150	160	175	185	200	200
1	120	130	145	150	160	160
2	140	150	165	175	180	180
3	150	160	175	180	185	185
4	150	160	175	180	185	185
5	125	135	150	160	170	170
6	185	195	210	215	215	215
7	200	210	220	225	225	225
8	250	260	270	280	280	280
TOTAL	1650	1745	1885	1950	2000	2000

Grade Level	**(Graebner Elementary) Number of Students**					
	Year 1 26-27	**Year 2 27-28**	**Year 3 28-29**	**Year 4 29-30**	**Year 5 30-31**	**At Capacity 2031-32**
Pre-K	100	100	100	100	100	100
K	75	80	90	95	100	100
1	100	100	100	105	105	105
2	100	100	100	105	105	105
3	100	100	100	100	105	105
4	70	75	80	85	90	100
5	95	100	100	100	100	100
TOTAL	640	655	670	690	705	705

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

Graebner, Herff and Hirsch Elementary serve grades PreK-5. Whittier Middle School currently serves three grades - 6th, 7th, and 8th grades. San Antonio ISD is growing rapidly and coupled with Third Future's past experiences in seeing an increase in enrollment on all campuses in years one, two and three. For Herff, Hirsch and Whittier campuses in 2027-28, we are budgeting for 2000 students. For Graebner Elementary in 2026-27, we are looking at growing an additional 65 students over five years. With conservative estimates, we anticipate increasing enrollment annually and leveling off in year four. We would need to confirm with the District, but we would likely be at capacity in the building by year four. Please note, enrollment can be adjusted when more data is available from the campus. With respect to our growth plan, Third Future uses a host of student recruitment approaches that take place throughout the school year with heavy pushes scheduled strategically from February through October. TFS utilizes community walks and events with flyers distributed by team members on scheduled walks. Phone calls are made to prospective families and recruitment events. Regularly scheduled community events include bar-b-que cookouts that allow families to meet administrators, register students, obtain school shirts, and learn more about the model. TFS also uses social media platforms such as Facebook and X (Twitter). Constant Contact is our listserv tool for email marketing campaigns. TFS staff conduct phone banks for families to check in, register, and answer questions. All these activities are necessary to maintain our high levels of engagement with families and have proven successful in consistently increasing enrollment across the Network.

Section 2 – Educational Program

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

Curriculum and Instructional Design

NOTE: Please enter "District Adoption" if you plan to implement the district-adopted curriculum, by grade level and/or content area.

1. **Provide the following:**

    a. **A guaranteed and viable curriculum aligned to Texas Essential Knowledge and Skills (TEKS) that includes a scope and sequence for each grade level and/or content area to be used at the school(s)**

As with most struggling campuses, the students at the selected campuses are challenged by poverty and language barriers. The students are behind academically, and the achievement gap continues to plague the school. Our instructional model is designed to accelerate academic growth (1.6 times the growth of the average student in the U.S. each year) and thus significantly narrow the achievement gap over time.

Our LSAE model (described above) provides students who are behind more time with guided assignments and students who are at grade level are challenged. LSAE combines direct instruction with highly differentiated and more personalized learning.

The demonstrations of learning (DOL) ensure that student knowledge is assessed every period every day and is at grade level. Teachers analyze these data every

Thursday during PLC and determine the students' academic level and progress for the week. "Extended LSAE" on Fridays, further helps remediate students or extend their learning. Progress is also monitored using IXL and the NWEA MAPs assessments. Lesson objectives and demonstrations of learning are closely aligned with the Texas Essential Knowledge and Skills (TEKS). All teachers have an instructional calendar that breaks out the TEKS by month, providing for a tight scope and sequence for the teachers' lessons.

b. A framework for instructional design and strategies that:

- **reflect the needs of the school's target population**
- **ensure all students meet or exceed the expectations of Texas state standards**
- **promote critical-thinking skills**
- **maximizes instructional time**

The unique LSAE design is also supported by other tried and true practices such as:

● teacher effectiveness being monitored and coached daily,

●more relevant time on task– 184 student-teacher contact days; 90-minute classes in math and reading; a longer school day, and

● requirements for a minimum 500 words of text in each LSAE assignment or word problems in math; students annotating while they read; and the use of multiple response strategies.

The other half of our design model centers around the Dyad Concept. The Dyad Concept is the acquisition of knowledge, perspective, and experiences. It is premised on the notion that a well-rounded education includes knowledge and skills gained from disciplines other than the traditional core subjects and that a person's experiences provide context for perspective and critical thinking.

The students will take the BOY, MOY, and EOY NWEA MAP assessments in reading, math, and science. We take the beginning-of-year test in August; the middle of year test in December; and the end of year test in May. These are nationally normed tests and will help us monitor our progress during the year and help compare our academic growth to students across the nation. We analyze academic growth relative to the average growth a student in the United States demonstrates by mid-year and end-of-year.

Third Future maximizes the use of instructional time. If approved by the District, Graebner Elementary's first day of school will be on August 3, 2026. The last day for students will be May 28, 2027. Accordingly, the dates for the 27-28 school year will be around the same time for the year. This will provide our students with 184 student-teacher contact days. We will also provide a four-week "Fifth Quarter" from June 22 through July 17, 2026 for Graebner Elementary. This fifth quarter is voluntary, but will allow hundreds of students with additional opportunities to narrow gaps or to be enriched. Our students will spend 7.5 hours a day in instruction. We plan to follow the current schedule of an 8:00 a.m. start and a 4:00 p.m. close. Keep in mind that our doors will open at 6:30 a.m. and close at

5:00 p.m.

c. A plan and calendar for providing ongoing professional development to all instructional staff at the campus related to implementation of curriculum and instructional materials

Apart from on-the-job coaching, all teachers and learning coaches attend seventeen (17) professional development days. Nine of those days take place before the start of school during orientation and the remaining eight days take place during the school year (students do not attend on those days). The Superintendent, Chief of Schools, and Directors conduct the training during the nine PD days prior to the start of school. Professional development is made more effective because most of the topics are tied to quality instruction and the teacher evaluation system - 40 percent of which is connected to the quality of instruction.

d. A plan to identify and serve students with learning gaps

Our model addresses perhaps the most problematic aspect of instruction in public schools: the absence of grade level instruction for all students. Our instructional model is essentially a model that differentiates instruction for a given objective and that provides different strategies and support for students who are still learning the objective, securing their knowledge and understanding, accelerated, or at a point where they can move to a topic that more closely aligns with their interests.

We also have ELD teachers who supplement (not replace) the classroom instruction. Depending upon the academic need and a student's scores on the demonstrations of learning or assessments such as DIBELS/TELPAS, that student may be provided reading interventionist support or sessions with an ELD teacher. These sessions are pull-out and take place during the second half of Art of Thinking or ELA class (that way the student still gets grade-level instruction during the first half of class). Special Education students and those qualifying for 504s have a much more tailored experience based on their IEPs and 504s. All special education students spend time in the general education classroom and are given access to grade-level instruction. They then receive additional services based on their IEPs and 504s.

e. A justification for the proposed educational program based in research, theory, and/or experience, including why it is likely to be effective for the anticipated student population

In most struggling schools, assignments are "watered-down," and expectations are lowered. The Opportunity Myth published by The New Teacher Project (TNTP) in September 2018 revealed that "4 out of 10 classrooms with a majority of students of color never received a single grade-level assignment." That is why we start with 40 to 45 minutes of grade-level instruction for all students for every class, every day. Teachers use appropriate scaffolding, but the main content is at grade level.

Regarding the Dyad Concept, there is a growing number of businesses and educational organizations making the case for teaching different skills that will figure prominently in the future workplace (in addition to and not a replacement for reading and math skills). In a McKinsey and Company report from December 2017 entitled *Jobs Lost, Jobs Gained: Workforce Transitions in a Time of Automation*, the renowned economic analysis firm noted that "Workers of the future will spend more time on activities that machines are less capable of, such as managing people, applying expertise, and communicating with others. They will spend less time on predictable physical activities, and on collecting and processing data, where machines already exceed human performance." They added that "the skills and capabilities required will also shift, requiring more social and emotional skills, and more advanced cognitive capabilities, such as logical reasoning and creativity." More recently, in October 2021, an American Succeeds report, *The High Demand for Durable Skills*, reinforced the belief that students need additional skills: "In an era when technical skills are evolving at an unprecedented pace, there is an important set of durable soft skills that last a lifetime and power entire careers. Durable skills are a combination of how you use what you know - skills like critical thinking, communication, collaboration, and creativity, as well as character skills like fortitude, growth mindset, and leadership. Regardless of an individual's pathway, educational attainment level, or geography, durable skills are in high demand by employers."

Our Dyad Concept, including the Art of Thinking classes, is designed to prepare students for a fundamentally different world and workplace - the one being described by McKinsey, America Succeeds, and others. Even if we significantly narrow the achievement gap for our students, they may be facing yet another gap: the Year 2035 competencies gap. We plan to

help the SAISD students with both gaps.

The other core strategy in our education program is differentiation. The research base for this strategy is also well-developed. Research on differentiation shows that this method benefits students with varying degrees of academic abilities from those with learning disabilities to those who are advanced. Carol Ann Tomlinson is known for her work in differentiation and provides strong evidence of its effectiveness in *How to Differentiate Instruction in Academically Diverse Classrooms* (Tomlinson, ASCD, 2017). Tomlinson and David Sousa also showed how neuroscience supports this educational program in *Differentiation and the Brain* (Sousa and Tomlinson, Solution Tree Progress, 2011). Our program will support students at Graebner, Herff, Hirsch and Whittier who are in classrooms where the range of academic abilities varies.

Beyond academic research, we have nine years of proven experience that demonstrate conclusively that the model works for all students.

Assessment and Evaluation

NOTE: Please enter "District Adoption" if you plan to implement the district-adopted assessment, by grade level and/or content area.

2. Provide the following:

a. Annual student performance goals that include targets aligned with the state accountability system.

Annual academic student performance goals: The selected campuses will be focused on academic achievement and understands that student academic success, including closing the achievement gap, is one of our two foundational missions (the other is preparing students for a Year 2035 workplace and world). The following academic performance metrics will drive our work:

1) The selected campuses will achieve an overall score of over 70 on the 2026- 2027 School Report Card of the State accountability system.

a) The "School Progress" score will be over 70

b) The "Closing the Gap" score will be over 70

2) In the 2026-2027 school year, the students will grow 1.7 times the average U.S. growth in reading as measured by the NWEA MAP assessment and using the mean RIT score for each grade.

b. A plan to implement and interpret interim assessments that measure academic progress – of individual students and student cohorts – throughout the school year throughout the school year.

Monitoring progress: To achieve our academic goals, all students will be assessed in the NWEA MAPs tests in reading, math, and science. All students will take the NWEA MAP beginning-of-year, middle-of-year and end-of-year assessments. In this way we can gauge our growth in reading, math, and science. Most important, however, is monitoring our students' daily progress in all the content areas through the "demonstrations of learning."

Students who are not making sufficient progress after good, first instruction are provided more supports such as time with a reading interventionist or small group math tutoring. Student achievement data (aggregate) is shared with the community through Town Hall meetings, in public TFS-TX and San Antonio ISD board meetings and posted on the SAISD and TFS-TX websites.

c. A plan and system for collecting and analyzing student academic achievement data, reporting the data to the school community, and using the data to refine and improve instruction (including dedicated time for providing training and support to school leadership and teachers)

All teachers and school leaders will be trained in how to write and administer

effective daily DOLs. They will also be trained in how to conduct PLCs and use the DOL information to improve instruction and provide interventions. The initial training will take place in the summer before school starts, but in our model, professional development is mostly on-the-job and continual.

Beyond the DOL information and information gathered around the quality of instruction in every classroom, we use the NWEA reports and analyses to analyze student progress and to determine appropriate interventions for students or professional development needs for staff. The Superintendent, Chief of Schools, and the school leadership team will be responsible for analyzing data and guiding the teachers in the use of the data. Superintendent Craddock and the Chief of Schools are skilled in data analysis and will train the school leadership team in gathering the reports, analyzing them, and using the data to improve instruction and provide appropriate interventions.

d. The corrective actions that the school and network (if applicable) will take if either falls short of the goals at any level, including explanation of what would trigger such actions and who would implement them

In some cases, the quality of instruction does not meet our high expectations, and the teacher continues to struggle to raise student proficiency. In those cases, we look closely at the NWEA, DIBELS, and classroom observation mid-year data. More support and coaching are provided. If the end-of-year data does not meet our expectations, then the teacher's contract will not be renewed. The Director of Schools and the Principal will make that decision. At the school level, we will look closely at all the elements of the leadership team's evaluation instrument– achievement data, accomplishment of the school action plan, the overall quality of instruction, climate surveys, and an analysis of the systemic factors (the school system review).

As part of the system review, we analyze the building culture, ability to implement change, staff and leadership capacity, and the maturity and effectiveness of instructional processes and operations. We also will have gathered a lot of information through our continual presence in the school and on-the-job coaching of the leadership team.

High School Graduation Requirements *(High Schools Only)*

3. Provide the following:

a. As *Attachment 2,* exit standards for graduating students. These should clearly set forth what students in the last grade served will know and be able to do and ensure student readiness for college or other post-secondary opportunities (e.g., trade school, military service, or entering the workforce)

Attachment 2, Graduation Standards included? Not Applicable

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

Special Populations and At-Risk Students

4. Provide the following:

a. An explanation of evidence from which the projection of anticipated special populations was derived

Anticipated special population numbers were provided by the TEA website.

b. An explanation of the organization's experience in, understanding of, and capacity to fulfill state and federal obligations and requirements pertaining to students with disabilities, and Emergent Bilinguals.

The administration of the selected schools will meet the needs of all students with disabilities and comply with all regulations of the IDEA and Texas law, specifically the Texas Administrative Code (TAC), Title 19, Chapter 89. We would like to work in close partnership with the District in all special education areas. We have on staff a Special Programs Director to ensure we comply with District policy and State regulations. Additionally, Zach Craddock, Superintendent, served as the Director of Special Services for a district in Colorado and more recently has been working with our 1882 partners in Texas for three years. He will provide additional expertise with regard to meeting the needs of Special Education, ELL, and gifted students. We have processes in place to meet the needs of our special populations in our six Texas schools and will follow similar processes in San Antonio ISD.

We will hire licensed special education teachers who can provide the services outlined in the student's IEPs and 504s. The selected schools will be staffed to appropriately meet all direct services minutes. All special education teachers will be licensed by Texas and hold the special education generalist certification. We will ensure we identify a strong and effective admission, review, and if appropriate, individualized education program (IEP) and placement. Full individual and initial general education referral and screening system.

Our budget starts with three full-time special education teachers, but we will make budget adjustments should additional support be required. We will also work with

the District to obtain contractual services for related services. This includes speech, OT, PT, mental health services, school psychologist/social work, audiology, cognitive testing, and assistive technology to include direct and indirect services with stated related services. All related service minutes, to include direct and indirect services, will be met by licensed and credentialed staff in accordance with the IEP that the ARD establishes.

As with special needs students, the school will work closely with San Antonio ISD to support English Language Learners. We will use the home language survey that the District uses for all new students enrolling in our school. We will ensure we have a language proficiency assessment committee formed in accordance with the Texas Administrative Code (TAC), Title 19, Chapter 89, subchapter BB, section 32 1220.

c. A plan for providing services to students with special needs, including how you ensure these students:

- **are appropriately identified**
- **are served in the least-restrictive environment possible**
- **have appropriate access to the general education curriculum and schoolwide educational, extra-curricular, and culture-building activities in ways that support their development**
- **receive required and appropriate support services as outlined in their Individualized Education Plans and 504 plans**
- **participate in standardized testing**

Third Future will comply with all regulations of the IDEA and Texas laws, specifically the Texas Administrative Code (TAC), Title 19, Chapter 89. We would like to work in close partnership with the District in all special education areas. The TFS Network will support the school leadership to ensure we comply with District policy and State regulations. Third Future consistently meets the requirements of Texas House Bill 4545 for students who do not pass the STAAR reading exam. Many of our SPED and ELL students will need to have individual learning plans revised as a result.

We will hire licensed special education teachers who can provide the services outlined in the students' IEPs and 504s. The selected schools will be staffed to appropriately meet all direct services minutes. All special education teachers will be licensed by Texas and hold the special education generalist certification. We will identify a strong and effective admission, review, and dismissal (ARD) committee to make decisions regarding a student's initial eligibility determination and, if appropriate, individualized education program (IEP) and placement. Full individual and initial evaluations will be conducted pursuant to the TAC, and the school will follow Wichita Falls ISD's general education referral and screening system. We will also work with the District to obtain contractual services for related services. This includes speech, OT, PT, mental health services, school psychologist/social work, audiology, cognitive testing, and assistive technology-to include direct and indirect services with stated related services. All related service minutes, to include direct and indirect services, will be met by licensed and credentialed staff in accordance with the IEP that the ARD establishes.

We intend to integrate students with disabilities into the fabric of everyday school life and the school's personalized learning model. We believe that with meaningful inclusion in high-quality programs where students are provided with individualized and

appropriate support, holding high expectations, and using evidence-based services (Multi-Tiered System of Supports), children with disabilities can reach their full potential.

The selected schools' students will be placed in the least restrictive environment and participate in the Dyad program to ensure access to perspectives and experiences. Students with special needs participate in standardized testing including STAAR. The selected schools will not discriminate based on eligibility category but instead look at each student's individual need (IEP) and determine the best course of action and services.

It is also our intention to build a culture of inclusion from the "ground up." While building a culture of inclusion must be supported by empirical and legal foundations, it will also require a community-based approach-- one that brings families, advocates, developmental specialists, early childhood programs, schools, and District leaders together. In addition, building a culture of inclusion within the school requires a strong partnership between the general education teachers and the special education teachers.

Students who need additional interventions will receive instruction and supports from our reading interventionist and ELD interventionists. If a student with learning gaps is also a special education student, we will ensure the IEP and/or student learning plan includes narrowing learning gaps. Each of our SPED teachers will have a support teacher, who will help with the administrative requirements so that the SPED teacher may focus on providing services including strong instructional support.

d. A plan for providing services to Emergent Bilinguals (EBs), including:

- **methods for appropriate identification of EBs**
- **specific instructional programs, practices, and strategies the school will employ to ensure academic success and equitable access to the general education curriculum and core academic program for these students**
- **plans for monitoring and evaluating student progress and success of EBs and for exiting them from services**
- **a plan for including EBs in standardized testing and schoolwide educational, extra-curricular, and culture-building activities**

According to TEA data, 40.45 percent of the Whittier MS students are English Language Learners and approximately 18 percent of the students receive special education services. Our first task will be to ensure that we do not buy into the "soft bigotry of low expectations." Thus, we will integrate our special populations into the rigorous instructional model and the school's personalized learning model.

We believe that with meaningful inclusion in high-quality programs where students are provided with individualized and appropriate support, holding high expectations, and using evidence-based services (Multi-Tiered System of Supports), children with disabilities and those challenged by language barriers can reach their full potential. Then we provide highly differentiated lesson activities and assignments so that students with learning gaps in a particular area receive more time and guidance, including direct instruction, from the teacher.

If a student with learning gaps is also a special education student, we

will ensure the IEP and/or student learning plan includes narrowing learning gaps. Each of our SPED teachers will have a support teacher, who will help with the administrative requirements so that the SPED teacher may focus on providing services including strong instructional support. The model also strengthens the traditional MTSS approach. Student academic deficiencies or "learning gaps" are identified immediately in every core class because of the daily demonstration of learning and analyzed again in the weekly Professional Learning Community (PLC) held each Thursday.

e. Optional: Provide additional plans for any other special population you have identified relevant to your application.

We would like to partner with San Antonio ISD to serve gifted and talented students. Students who are already identified as gifted will continue to hold that moniker until and unless formally exited from the gifted program. We will use the District assessment to identify new gifted and talented students and will abide by District policies and regulations. We will also identify gifted students after the start of the school year once we receive results from our beginning-of-year assessments, NWEA MAP exams.

Per the Texas State Plan for gifted students, prior to assignment in the program, teachers who provide instruction and services that are a part of the program for gifted students will have a minimum of 30 hours of staff development that includes nature and needs of gifted/talented students, assessing student needs, and curriculum and instruction for gifted students. Administrators will also receive training in gifted education that includes the nature and needs of gifted/talented students and program options. In any case, a gifted student's program will be personalized and developed in conjunction with the student and parents.

Student Recruitment and Retention

5. Provide and answer the following:

a. A student recruitment, marketing, and retention plan.

- **What is the timeline for the implementation of this plan?**
- **How will you ensure all interested students and families, including those in poverty, students who have struggled academically, students with disabilities, and other youth at risk of academic failure, are equally included in this plan?**
- **What is your plan for student retention? Describe how you will retain existing students, identifying key strategies, systems, and staff responsibilities.**

We will work in partnership with San Antonio ISD to enroll students at Graebner, Herff, Hirsch Elementary and Whittier Middle School. Each

campus will enroll students from the attendance zone established by the District. Our intent is to serve the students in the community and give priority to the current families attending those campuses. We will accept students from outside the attendance area if we have space. In the 2025-2026 school year, the selected campuses enrolled over 600 6th, 7th, and 8th graders. As soon as the District gives us the greenlight to advertise, we will host a series of town hall meetings to explain how we will raise achievement and provide numerous opportunities with our Dyad classes. Our town hall meetings will be conducted both in-person and via Zoom with a Spanish translator participating. We will also conduct community walks and pass out flyers. Marketing via Constant Contact will also be a part of our communications plan to recruit students. Recruitment for the following year (2026-2027 school year) will begin as soon as Third Future Schools begins to operate the selected schools or we are given approval from the district.

Additionally, if the student performance data indicates that the student is an "excellent" or "good" candidate for retention, we will hold a conference with the student and his parents to let them know that
he will be retained for the following school year. We will use multiple indicators or a body of evidence. The body of evidence will consist of state assessment scores, DIBELS reading assessment scores, NWEA MAP scores, teacher observations, parent support, student attendance, and Lights Retention Scale. The RTI committee will review the data and make a recommendation for promotion or retention.Communicating with parents early and often is crucial. The key will be to prove to our community that their students can thrive at our school.

NOTE: **All schools must follow SAISD policies and procedures for enrollment.** Applicants should review **SAISD enrollment policies and procedures** before completing this section. You may also email any questions to Dr. Melissa Alcala at malcala1@saisd.net

School Culture and Discipline

6. Provide the following:

a. A vision for school culture or ethos that will promote high expectations, a positive and safe academic environment, and shared ownership of intellectual and social development for all students, including those with special needs, EBs, and students at risk of academic failure

The culture and climate center on our Core Beliefs, the first two of which are 1) all students can learn and reach his or her potential and 2) effective teachers make the most difference in student academic performance. How these Core Beliefs manifest themselves in the day-to-day behaviors of staff and students starts the agenda of every professional development. They are also integrated in our action plans and climate surveys. As we do throughout our Network, we will build a

high-performance culture at the selected schools. The development of our high performance culture starts with the recruitment process and the employee contract that outlines the school's beliefs, values, priorities, and expectations.

b. A plan for establishing the intended culture for students, teachers, administrators, and parents from the first day of school and throughout the school year and proposed mechanisms for monitoring and maintaining campus climate

A targeted plan for establishing the intended culture for students, teachers, administrators, and parental engagement will be created with the unique needs of the selected schools. Within three weeks before or after the start of school, the selected schools' staff will engage every family to discuss their child's learning profile and to develop the Student Learning Plan. In this way, the parents will be more engaged in their child's performance at school from the very start. The teachers will communicate with parents when students are not making sufficient progress on their SLP or if the SLP needs to be adjusted. The selected schools' schedule and calendar will also strengthen the partnership with families. Our flexible morning schedule (we open at 6:30 a.m.) is designed to support parents and caters to their unique work schedule or transportation situation. Our three parent-teacher conferences will also be conducted in a way that caters to our parents' work schedules. Each set of conferences will take place over three days and two evenings. Parents will be able to sign up for a time that fits their schedule. School will still be in session so students will not lose instructional time and will be available to attend the conference with the parents and teacher.

Our student habits of success program is another way the campuses will strengthen the school-family partnership. We will invite selected parents to our monthly celebrations to recognize students who have demonstrated their habits of success or strong academic growth. We will also hold an academic awards assembly in January and May of each year.

c. A plan to create an inclusive and welcoming environment that will engage families in

There is no requirement for parents to volunteer at the school. We recognize that many of our parents will not be in a position to volunteer. We, however, will encourage parents to volunteer and will keep an updated list of specific ways parents can help at the school. The most significant would be to serve on the Parent Advisory Committee (PAC). The PAC will have tremendous ability to provide input and shape the operations of the school to better engage parents and support the school-parent partnership. The selected schools will also administer an annual parent survey. The principal will be responsible for administering the survey, compiling results and analyzing the results. The first survey will be taken in May of 2028. The Superintendent and school leadership will use the results to improve school-family relations for the following year.

d. A system of proactive and responsive student support services (e.g., counseling, mentoring, external service referrals) to meet student needs

Our system of proactive and responsive student support services includes contracting for counseling services and incorporating tiered supports for students such as small group counseling or external referrals. We will work closely with the

district on the well-being of students and provide any wrap-around services available.

Graebner, Herff, and Hirsch Elementary and Whittier schools will partner with community organizations to support after-school activities, mentoring and tutoring services, wrap-around services, and other resources to help our students' success. We will partner with parents to develop individualized learning plans and to help parents monitor the progress of their child in meeting clearly defined outcomes. In conjunction with our proactive and responsive student support services, the TFS approach to making our school safe involves:

- establishing clear and high behavioral expectations for conduct and behavior,
- promoting positive student behavior,
- preventing inappropriate behavior (habits of success),
- ensure consistency and equitable treatment for all students,
- providing early and ongoing interventions, and
- Practicing progressive discipline by addressing inappropriate behavior with appropriate consequences.

e. As *Attachment 3*, a student discipline policy, or code of conduct that:

- **provides the following appropriate and effective strategies to support a safe, orderly school climate and fulfillment of educational goals**
- **promotes a strong school culture while respecting student rights**
- **addresses legally sound policies for student discipline, suspension, and expulsion, including how these policies protect students' rights to due process**
- **includes systems and processes for tracking discipline referrals and interventions to identify trends and adapt activities accordingly**

Attachment 3, Discipline Policy included? YES (Complete the next section)

Please see Attachment 3- TFS Discipline Policy.

Discipline referrals and interventions will be tracked using the District's student information system, which we will adopt. Currently we are in the process of implementing three new SISs in Texas and Louisiana. If the District prefers us to have a separate system, we will most likely use Infinite Campus or PowerSchool that will help us keep track of discipline data and assist us in analyzing trends or concerns with groups of students which will allow us to improve how we are supporting students to grow and maintain a positive school climate.

NOTE: **Approved partner organizations must follow SAISD Board Policy on student discipline, including the FO series of policies [https://pol.tasb.org/Policy/Section/176?filter=F].** Partners are encouraged to also follow the SAISD Code of Conduct in full. If applicants are proposing to not follow the SAISD Code of Conduct, a brief rationale must be provided.

Section 3 – Governance, Operating Plan, and Capacity

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

Organizational Structure

7. Provide the following:

a. As *Attachment 4*, an organizational chart that indicates all positions and lines of authority.

Attachment 4, Organizational Chart included? YES

b. The name(s), title(s), and a description of the daily responsibilities of the person(s) employed by the operating partner that will be responsible for the management of each campus:

Name	**Title**	**Date Started with Organization**	**Campus to be Managed**	**Description of Daily Responsibilities** *(indicate the person who will be the principal's direct supervisor here)*
Zach Craddock	Superintendent	2016	Graebner, Herff, Hirsch and Whittier	Oversight of all areas
Dr. Shirley Miles	Chief of Schools	2022	Graebner, Herff, Hirsch and Whittier	Co-founder and oversight of all areas
Jill McCall	Senior Director	2023	Graebner, Herff, Hirsch and Whittier	Compliance, District liaison, regulatory affairs

c. The proposed school's legal status (e.g., non-profit and federal tax exempt) and structure that comply with TEC 12.101(a).

Third Future Schools is a registered 501c3 in Texas. Documentation can be provided by request. According to statutory requirements, the selected campuses will be governed by the TFS-TX Board of Directors which will be a 501c3 non-profit, tax-exempt organization.

Governing Board

8. Provide evidence of the following:

a. The independence of the board as it relates to the authorizer

We believe strongly in the "partnership" part of the 1882 partnership rules outlined in Texas Education Code 11.174. While these three schools will be overseen by our Board of Directors that must be independent from the SAISD Board of Directors, we understand that Graebner, Herff, Hirsch and Whittier are still part of San Antonio ISD and an integral part of the community. We will be

operators who work closely with San Antonio ISD to improve outcomes for students and will be accountable to both our Board and ultimately, San Antonio ISD for accomplishing the academic and performance expectations outlined in the contract with the District.

Should the San Antonio ISD Board approve entering an 1882 partnership with Third Future Schools, we will engage the District in writing a management contract that meets the criteria established by TEC 11.174. We will enter into service-level agreements with the District in the spirit of partnership and doing what is best for the students. We operate with full transparency and encourage multiple visits to the campuses by the San Antonio ISD leadership team and Board members. We will provide briefings to the District oversight team and will present information or make ourselves available for questions at any and all Board meetings upon request.

b. Plans for the board to evaluate the success of the school(s) and school leader(s), including planned frequency of meetings and standing committees:

The Board will monitor performance goals in three main ways:

1) The Superintendent, Chief of Schools, Director of Schools and Principal will create a "School Action Plan" with specific goals and performance metrics as well as specific actions that the school will take to accomplish the goals. The Board will receive a briefing at mid-year and end-of-year on the school's progress and success in accomplishing the goals. The metrics tied to the School Action Plan are part of the Principal's evaluation.

2) The Superintendent will provide an update at each Board meeting on student academic achievement and the improvement of the quality of instruction.

3) The Board will evaluate the Superintendent annually using agreed-upon performance goals.

By practice, the TFS-Texas Board is briefed on student achievement, the quality of instruction, or other performance goals for every school every meeting. This keeps the focus on the main thing. All members of the TFS-Texas Board completed Lone Star Governance training conducted by the Texas Education Agency in March of 2021. They have all been through Board orientation and have had two summer retreats for vision and strategy setting and professional development. TFS-TX board members and leadership team will attend all required TEA trainings. New members are required to complete Texas Open Meetings Law and Public Information Act training within 90 days of joining the board. TFS-TX board members are kept apprised of training opportunities through TEA, the Texas District Charter Association, Empower Schools, and other district and charter school advocacy organizations.

Our Board of Directors meets the requirements of TAC 19, Chapter 97 and TEC 11.174. The Board has five members, have undergone Lone Star Governance training, attest to not having any conflicts of interest, live in Texas, employ and evaluate at least one full time equivalent dedicated to managing the campus, approve the budget, and ensure compliance with applicable restrictions on the

use of state and federal funds. Our Board meets monthly and closely follows the Texas Open Meetings Act. As with our other partners, we prefer to have our key District collaborators attend the Board meetings.

c. As *Attachment 5*, appropriate bylaws, proposed Code of Ethics and Conflict of Interest policy/procedures, and completed and signed statements of assurances that will minimize real or perceived conflicts

Attachment 5, Governing Board Documents included? YES

d. As *Attachment 6*, a Governing Board Member Information Sheet and resume for each Board Member.

Attachment 6, Governing Board Member Information Sheet included? YES

e. A description of how the governing board members' knowledge and skills make them qualified to oversee a successful charter school, including educational, financial, legal, and community experience and expertise

TFS-TX board members will regularly participate in trainings and events to sustain board membership and knowledge of education, finance, policy, governance, and community engagement. All TFS-TX board members bring extensive experience in education, state and federal legislative initiatives, policy and legal, finance and are established contributors in their local communities providing an exceptional diversity of 48 individuals with talented skill sets.

f. A plan and timeline for board member recruitment (including the desired experience and qualifications of future board members), initial board member training, expansion, orientation of new members, and ongoing training for members

High quality potential board candidates are continuously interviewed and available in the event current board members are required to resign from the board due to extenuating circumstances. Board members may serve two consecutive three-year terms. Four Board members are in their third year, and one is in his first after Commissioner Michael Williams transitioned to serve on the TFS National Board. The Bylaws outline a specific process to fill any vacancy that the Board may have in the future. Essentially, the Board fills its own vacancies by nomination and agreement of at least a majority of the Board members.

g. Sufficient capacity within and/or an appropriate relationship to any pre-existing non-profit board

Because of the experience of the Board and their proven ability to govern effectively, we believe this Board has the capacity to govern an expansion to San Antonio ISD (and the selected campuses) as well. There are no conflicts of interests including pre-existing relationships with other non-profit boards.

Application Team Capacity

9. Provide the following:

a. Describe the collective qualifications of the applicant team to implement the school design successfully, including each team member's experience and evidence of measurable success in:

- **School leadership, administration, and governance**
- **Implementing systems for curriculum, instruction, and assessment**
- **Performance management**

Superintendent Zach Craddock and Chief of Schools Shirley Miles, Ph.D. will directly support the school leadership team at the selected campuses. Several other members of the Network (central office) team are experienced at working with both traditional public and charter schools at both LEA and SEA levels. Chief of Staff and Operations Jessica Lopez has opened each of the eleven schools in eight years and will directly oversee all aspects of systems and operations across the Network, including the selected campuses.

Our team has successfully started ten turn-around schools in the last five years. Three of those schools have been TX 1882 partnerships and five are Coperni Project/TX 1882 partnerships. In West Texas, we partnered with Midland ISD to begin operations at Sam Houston ES in the 2020-2021 school year, and we partnered with Ector County ISD to replace a charter operator at Ector College Prep Middle School. We also serve Lamar ES in Midland ISD, Mendez MS in Austin ISD, one campus in Jasper, Texas, Hirschi MS in Wichita Falls ISD and Manor MS in Manor ISD.

All TFS 1882 campuses have increased state accountability ratings from F to B ratings within two years while maintaining a smooth transition within the community and successfully achieving financial viability for the District's school. Third Future does not change the name of the school, the mascot, or school colors. TFS is the preferred operating partner in Texas, Louisiana, and Colorado for school turn around both instructionally and operationally. We have eight different authorizers, in seven different cities, in three different states. We have built a strong team that is nimble and efficient.

b. As *Attachment 7*, include the résumés and bios for all members of the applicant team.

Attachment 7, Leadership Team Résumés included? YES

c. Describe the proposed School Leader's experience in and ability to design, launch, and lead a school and implement the specific educational program being proposed, OR describe the board's plan to recruit and retain a leader with the ability to implement the specific educational program being proposed *(If School Leader candidate(s) is not yet identified)*

We will hire a strong principal and at least one assistant principal who will make the day-to-day decisions to operate and manage the campuses. The principal will be knowledgeable about the LSAE model and the Third Future ready characteristics. They will be an instructional leader. We will have Third Future veteran campus administrators hired for the campuses as their knowledge, skills, and leadership is

extremely important as we move into implementation and training of new staff.

d. Describe the work of the school leader(s), including:

- the measurable performance expectations for the school leader that are aligned to the mission of the school
- how these expectations will shift from school launch in the first year of operation to sustainability in future years

Third Future Schools have high expectations and hold ourselves accountable for student achievement and outcomes. School leaders are held to measurable performance expectations outlined in the School Action Plan and Network Action plan. The Principal and Assistant Principals are responsible for ensuring students are attaining on average 1.7 years of academic growth annually as measured by NWEA MAP scores in addition to STAAR assessments.

Staffing Plans

10. Provide the following:

a. As *Attachment 8*, a recruitment and hiring strategy for all campus roles, including:

- selection criteria that demonstrate high standards and mission alignment for all candidates
- a hiring protocol, and timeline that ensure the school is fully staffed by July 1 of each year

Attachment 8, Staff Recruitment and Hiring Plan included? YES

All current staff at the selected campuses will have to reapply for a position at the school. The standards for high-quality instruction are high, and employees must be willing to work in a high-performance culture. The interview process includes classroom teaching and for administrators, classroom observations with an assessment of instruction afterwards.

TFS will expand or begin the following initiatives at the selected campuses and our other schools next year:

1. One classroom, two locations: We will expand the number of 1C2L teachers, who will teach two classrooms at one time (one group physically with the teacher and another group via Zoom). These teachers will receive a $12,000 stipend for this. They will be assisted by a Teacher Apprentice who will be with the class learning synchronously via Zoom. 1C2L is limited to Fridays and only in our larger schools.

2. Additional Apprentice Teachers: We anticipate a couple of mid-year resignations as a "normal" phenomenon going forward. The selected campuses will have one Apprentice Teacher for every 150 students, who can quickly fill vacancies. Apprentice Teachers are hired to become teachers in Math, ELA, or Science.

3. Dyad Consultants: We will continue to hire Dyad Consultants for our "Dyad courses." We will also hire Dyad Consultants for our elective courses. As there are more absences among Dyad Consultants, we will need more substitutes for Dyad Consultants. We want to avoid using Learning Coaches as substitutes for Dyad Consultants. Thus, we will hire "Dyad Coaches" to substitute for Dyad Consultants.

4. More Learning Coaches: Learning Coaches have been invaluable as team center instructional coaches and as substitute teachers. Anticipating the continued difficulty of finding qualified substitutes, we will hire more Learning Coaches in 2025.

b. As *Attachment 9*, a plan to develop staff and retain high-performing staff, including:

- an induction program that will prepare teachers to deliver any unique or particularly challenging aspects of the educational program
- evaluation tools and processes that will capture trends and track and promote teacher progress over time
- The process for providing targeted and personalized support for school staff that includes:
    - The allocation of resources to support and provide professional development
    - The qualifications of personnel to provide professional development and facilitate adult learning
    - Professional development methods and calendar

Attachment 9, Staff Development Plan included? YES

c. Describe your process for identifying and remedying unsatisfactory leadership and/or teacher performance.

Teachers undergo the TFS evaluation system which has been TEA approved and operating for the Teacher Incentive Allotment in Midland ISD, Ector County ISD, and Austin ISD. If selected as an 1882 partner by San Antonio ISD, we will apply there as well. In a similar manner, the Principal and Assistant Principals will undergo frequent on-the-job coaching and rigorous evaluation. The Director of Instruction will spend time with the school leaders and monitor operations and progress two or three times a week. The Chief of Schools will also provide coaching and observe operations twice a month for two days at a time.

Thus, unsatisfactory, or problematic leadership will be identified quickly. School leaders will receive support and coaching to remedy the problems. The Chief of Schools may provide additional professional development, a leadership coach or mentor, or specific resources to support the school leader(s). Should the performance of the school leader continue to be unsatisfactory, he/she will be removed, and we will open the position.

Section 4 – Financial Plan

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

Financial Plan

11. Provide the following:

a. A description of the organization's systems, policies, and processes for:

- Financial planning
- Accounting
- Purchasing
- Payroll

Finance is the most important area that demonstrates the true nature of an 1882 partnership. We know the District wants the students to be successful and will work with us to ensure that the enrolled students receive the per pupil funding that other students in the District receive. The result of the negotiations with the District will be codified in the 1882 partnership contract. The key difference will be in how the overall funds are used. In our model, for example, professional development is the responsibility of the instructional leaders, and the selected campuses will spend no additional money on outside consultants or any company that provides such services.

The selected campuses will also have a different staffing model and provide its own back-office support. Thus, on the revenue side, the selected campuses should receive the funding according to the student allotment estimated calculations in the State Aid template for District General Fund allotments adjusted for weighted student attendance. The campuses should also receive the appropriate per pupil amount for all the state and federal grants by category of student, such as Title funding, ESSER funding, Instructional Materials Allotment, IDEA, 1882 59 Partnership monies, and any other funding that would normally be received by enrolled students. As with our other partnerships, we plan to negotiate fees for specific services such as transportation, nutrition, and custodial.

Additionally, we understand that there will be some required district costs and fees for services that make more sense to be consolidated at the district level. For example, the selected campuses should be charged for its share of internet services and utilities costs. Most of the Third Future Schools leadership team have experience in large, urban districts and understand both the complexity and nuance of district budgets. This experience makes our team collaborative and balanced.

San Antonio ISD will find us to be willing teammates when it comes to making these early decisions that impact per pupil funding. Notwithstanding the need for collaboration, we have drafted a preliminary budget that shows the expenditures we plan for the selected campuses. Keep in mind that the revenue chart on this page does not include other Title dollars and shows a broad estimate of other revenue items. The per pupil revenue of $9,600 is also a rough estimate and represents the low end of what we believe is the likely amount. The general budget expenditures are outlined on the following page. We have reasonable place holders

for the District required fees and menu of services.

b. A description of the organization's internal controls, financial reporting requirements, and process for conducting independent annual financial and administrative audits

Third Future Schools- TX follows all statutory requirements for conducting annual financial and administrative audits. TFS currently contracts with Weaver to provide these services. All audits are available on the Third Future Schools website. No critical findings have been reported to date.

c. The roles and responsibilities among the administration and governing board regarding school finance

Network leadership creates the annual budget based on input from campuses, identified needs, student enrollment, statutory requirements and available funding sources. The TFS-TX Board of Directors reviews and approves.

d. How the organization ensures financial transparency, including:

- plans for public adoption of the school's budget
- public dissemination of its annual audit and an annual report

Third Future Schools creates annual budgets for all campuses and has a fiscal year running July 1st through June 30th. The Chief of Staff and Operations works closely with the Superintendent and Finance team to develop a sound budget for board approval in May of each year. Once approved by the Board of Directors, budgets are posted along with the annual audit on the Third Future Schools website by individual schools.

e. As *Attachment 10*, an operating budget and narrative that explains revenue and cost assumptions, including:

- grant/fundraising assumptions
- the amount and sources of all anticipated funds, property, or other resources (noting which are secured vs. anticipated, and including evidence of firm commitments where applicable)
- the projected cost to implement the academic model described in this application

Attachment 10, Financial Plan included? YES

f. Describe the organization's contingency plan to meet financial needs if anticipated revenues are not received or are lower than estimated:

Third Future Schools bylaws require all campuses to be financially viable by year three. Meaning, no additional grants or funding required [aside from student travel- the Network will raise funds for that expense]. If student enrollment projections are not met, we will right size staffing to maintain a balanced budget and remain financially viable as evidenced by fund balances in all our schools year after year.

Section 5 – Existing Partner/Experienced Partner Supplement

A strong proposal from a partner that has previously operated schools, or a partner proposing to contract with an entity that has previously operated schools (often referred to as an Education Service Provider or ESP), is coherent overall and aligned internally with the school's mission and vision, Educational Program, Operational Plan, Financial Plan, and any other applicable attachments.

Existing Partner Track Record

12. Provide the following:

a. As *Supplemental Attachment 1,* the experienced partner applicant or ESP's success in serving populations similar to the population that the applicant intends to serve, including evidence of academic success and successful management of non-academic school functions (e.g., back- office services, school operations, extracurricular programs)

Supplemental Attachment 1 included? YES

b. As *Supplemental Attachment 2*, an independent financial audit report and its most recent annual report of the experienced partner applicant or ESP that demonstrated the financial health of the organization

Supplemental Attachment 2 included? YES

c. A description of any history of charter revocations, non-renewals, withdrawals, or failures to open for the experienced partner applicant or ESP

Third Future Schools has never experienced any charter revocations, non-renewals, withdrawals, or failures to open.

d. If applying to manage a turnaround campus, evidence that:

- the partner organization has been in existence for at least three years prior to the undertaking of the management of the district campus
- the partner organization has managed multiple campuses for multiple years
- the partner organization has a track record of managing campuses to academic success or has significantly improved the academic performance of the campuses

Please see Supplemental Attachment 1 for TFS existence as a proven turnaround operating partner since 2017 [2020 in Texas], as evidenced by student achievement and state accountability ratings in Texas and Colorado at all campuses.

ESP Management Plan and Legal Relationship (if applicable)

13. Provide the following:

a. As *Supplemental Attachment 3*, the Management Agreement between the ESP and the applicant organization that includes:

- ✔ A detailed description of the roles and responsibilities of the ESP
- ✔ A detailed explanation of the scope of services and costs of all resources to be provided by the ESP
- ✔ A detailed description of the oversight and evaluation methods that the board will use to oversee the ESP, including schoolwide and student achievement results which the management organization is responsible for achieving, and a description of how often, and in what ways, the board will review and evaluate the ESP's progress toward achieving agreed-upon goals
- ✔ A detailed explanation of the conditions, standards, and procedures for board intervention if the management organization's performance is deemed unsatisfactory
- ✔ A detailed explanation of the compensation structure, including clear identification of all fees to be paid to the ESP and the schedule on which the ESP will receive compensation
- ✔ A detailed explanation of the financial responsibilities of the ESP, including the ownership of items purchased with public funds, including which operating and capital expenditures each party will be responsible for assuming, what types of spending decisions the ESP can make without obtaining board approval, and what reports ESP submit to the board on financial performance and on what schedule
- ✔ A detailed description of the duration, renewal, and termination of the management agreement, including how often the management agreement may be renewed, the conditions that both the ESP and the school must satisfy for the management agreement to be renewed, and the procedures for determining whether the management agreement will be renewed
- ✔ A detailed description of the grounds for which the ESP or the school can terminate the management agreement for cause, including provisions for notice to the other party and any conditions under which either party may terminate the management agreement without cause
- ✔ An explanation and justification of any indemnification provisions in the event of default or breach by either party

Supplemental Attachment 3 included? ***Not Applicable***

b. An enforceable plan for the operation of the school in the case that the management agreement is terminated

c. Assurance and evidence that the board is independent from the ESP and self-governing, including separate legal representation of each and arm's-length negotiating and no existing or potential conflicts of interest between the school's governing board and proposed ESP or any affiliated business entities

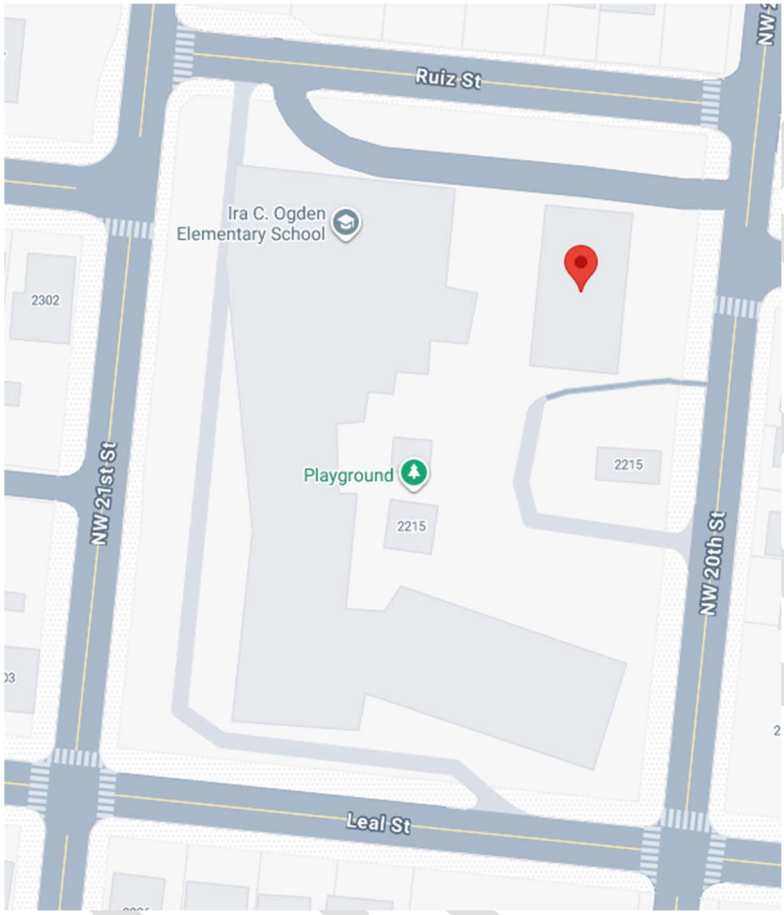
d. A clear and detailed explanation of the supervisory responsibilities of the ESP (if any), including which school employees the ESP will supervise, how the ESP will supervise these employees, and how the charter school board will oversee the ESP supervisory responsibilities

e. A detailed explanation and compelling justification of any lease, promissory notes, or other negotiable instruments, any lease-purchase agreements or other financing relationships with the ESP, including evidence that such agreements are separately documented and not part of or incorporated in the ESP agreement. Such agreements must be consistent with the school's authority to terminate the ESP agreement and continue operation of the school

f. A detailed explanation and compelling justification of any loans, grants, or investments made between the ESP and the school, including an explanation and justification of how any such loans, grants, or investments may be initiated, repaid, and refused

Addendum A-7: Facility Plan

The current facilities for the school are defined as the building and associated grounds known as “Ira C. Ogden Elementary School” in San Antonio ISD, located at 2215 Leal Street, San Antonio, TX 78207.



Addendum A-8: First Year Budget

Third Future Schools FY26/27 BUDGETS These numbers are preliminary estimates and final budget would require district SOF allocations	Ogden ES
	26-27
Grades	PK-5
Average daily Attendance	92.00%
Physical Count	300
Funded Pupil Count	249
Per Pupil Revenue	12,185
Per Pupil Mill/1882	
Per Pupil Revenue	12,185
REVENUE	
Pupil Activity Funds	
Foundation School Program Texas (Per Pupil Revenue)	3,034,125
Other State Revenue	91,005
Total State Revenue Total	**3,125,130**
Capital Construction	-
Title IA	182,000
Title IA - Homeless	-
Title IA - Parent Activities/Home Improvement	-
Title IIA	
Title IIIA ELLA	
Title IV	
IDEA Part B - SPED	55,434
Gifted & Talented Testing	-
Read Act - FY21	-
IMTA	
ECEA	-
ECEA - Gifted & Talented	-
ELPA Revenue	-
Universal Screening Grant	-
At-Risk Per Pupil/ Elementary Emergency Relief Fund	-
Erate Revenue	-
School Lunch Programs	-
Total Federal Funds and Grants	**237,434**
Charter School Growth Fund	
Charter School Program (CSP)	-
TEA School Action Fund Grant (SAF)	-
DOE Charter Grant	
Permian Strategic Partner	-
Daniels Fund	-
New Schools Baton Rouge	-
New School Louisiana	-
Third Future Schools Foundation	-
Other Funding / Undesignated Grants FWEP	
Misc. Revenue	-
MISC Revenue (Curr. Devel. From schools)	-
SPED/ Center Based Support	-
TFS (Schools)Network Share	
TFS Network Share	**320,000**
On Behalf PERA / TRS	92,000
Bond Interest	-
Total Local Funds	**412,000**
TOTAL REVENUES	**3,774,564**
EXPENSES	
Instructional - Salaries	1,413,000
Instructional - Stipends	25,000
Instructional - Incentive Pay	15,000
Instructional - Payroll Benefits (See Staffing Sheet for Details)	254,340
Instructional - Salaries & Benefits	**1,707,340**
SPED - Salaries	133,000
SPED - Incentive Pay	2,500
SPED - Payroll Benefits	23,940
Total SPED - Salaries & Benefits	**159,440**
Admin - Salaries	365,000
Admin - Bonuses	10,000
Admin - Stipends (Move, Master Teacher, 1c2l)	-
ADMIN- Payroll Benefits (See Staffing Sheet for Details)	65,700
403B	-
SRT evaluation team (2 - 1099 contracted consultants)	-
LCD/SOR Curriculum Development	-
LSAE Curriculum Developers - Payroll Benefits	-
Total Admin - Salaries & Benefits	**440,700**
Total Payroll Expenses	**2,307,480**

DRAFT

Addendum A-8: First Year Budget (Continued)

CONTRACTED SERVICES	
Dyad Consultants	50,000
5th Quarter Summer School	75,000
Contracted Services (SPED, Speech, Nurses etc...)	150,000
Total Contracted Services	**275,000**
Authorizer FEES	
District / State administrative fees (authorizer)	546,142
District Services Fee (authorizer)- OPT IN	
Food Service Fees	
Network Support	**303,412**
Total Support	**849,555**
Supplies and Materials	
Furniture and equipment	
Teacher Professional Development	6,300
Technology Equipment (Chromebooks, laptops etc.) - STUDENTS	5,000
Instruction Based Technology Equipment - TEACHERS	5,000
Electronic Media/Curriculum Software & Supplies	75,000
Testing & Assessment Materials - SPED	4,000
Instruction Curriculum (instructional maps and LCD lesson plans)	
Instruction - Technology - STUDENT Information SYSTEMS	-
Dyad equipment and materials/ Supplies	12,000
Admin Supplies	5,000
Instructional Supplies	30,000
Instruction Teacher Supplies - Teacher Discretionary	8,800
Student Incentive Supplies (Habits of Success)	7,500
Principal Discretionary Supplies	15,000
SPED Supplies	10,000
Custodial Supplies	-
Transportation Purchased Services	
Uniforms	
Total Supplies and Materials	**183,600**
Professional Services	
Student travel	
Student field trips	6,000
Admin Travel	
Internet and Phone Service	
Legal Services	
Audit Services	7,000
Banking	
Accounting	-
Insurance	12,000
Marketing/Advertising	-
Recruitment	-
WEB Site ALL Costs	-
Network Technical Services	-
Background Checks	-
Misc Purchased Services (Skyward)	
Copiers/Printers	25,000
Total Professional Services	**50,000**
Other Operating Expenses	
Custodial Services	
UTILITIES	
Grounds and Maintenance	
Building Lease/Mortgage	-
Bond Intercept	-
Debt Service	-
On Behalf PERA/TRS	92,000
HR Payroll Processing/Software Fees (Accounting)	-
Total Other Operating Expenses	**92,000**
Total Expenses	**3,757,635**
Total Revenues	**3,774,564**
Net Surplus/Deficit B4 TFS Support	**16,929**

DRAFT

Addendum A-9: District Administrative and Optional Services

MENU of SERVICES for SB1882 CHARTER OPERATING PARTNER

The District's 18% Revenue Holdback covers the following District-provided services - at levels and frequency similar to all District campuses.

ADMINISTRATIVE, COMPLIANCE, GOVERNANCE, & AUTHORIZING:

- Superintendent & Board Services
- Special Education Compliance
- Distric-wide Legal Services for SAISD Staff Employee Matters & SPED
- Finance, Audit, & Procurement Compliance
- Human Capital Management Systems & Compliance
- Planning & Budget and Partnership Services
- Federal Programs Oversight and Compliance

TECHNOLOGY:

- Access to Unified Enrollment System and Registration support
- Student Data Reporting System and Staff Training
- Access to District ERP system
- Technology infrastructure, including wireless access points.
- District Internet Services

OPERATING COSTS:

- Campus Utilities (Electricity, Gas, Water)
- Campus Trash Pickup
- General Building Repairs
- Required Building, System, and Equipment inspections, certifications
- Groundkeeping Services
- Transportation (Regular routes, Special Ed, McKinney-Vento)
- Property Insurance for Building and Liability (not OP contents)
- Custodial Services Staff
- Police patrol services, dispatch, access to District safety trainings, security cameras, etc.

The following goods or services, if provided by the District, will be charged to the Operating Partner via District Invoice.

DISTRICT STAFF COSTS:

- Campus Nurse, or any other campus position not employed by OP
- Special Education Therapists (billed at 125% of staff hourly rates or agreed upon rate schedule.)
- Special Education Program Consultation (billed at 125% of staff hourly rates or agreed upon rate schedule.
- Translation Services
- Rates for support from other district staff to be discussed

TECHNOLOGY:

- Technology - replacement Student & Staff Devices
- Classroom Technology (replacement Smartboards, Printers)
- Copier Lease

OPERATING COSTS:

- Transportation Athletic Routes
- Transportation Field Trip Routes
- Transportation on school days that are different from District calendar
- Transportation for unusual bell schedules or early release days that require additional or separate bus routes.
- Central Printing Services at District Print Shop
- Custodial Supplies shipped directly for campus use (paper, soap, cleaning supplies, trash bags, etc.)

Addendum A-10: Menu of SAISD Staffing Services – Hourly Rates

Menu of Staffing Services for SB 1882 Charter Operating Partner

Job Title	Pay Grade	Compensated Days	Hourly Rate
ARD Facilitator	E17	194	$ 58.37
Speech and Language Pathologist	E17	187	$ 62.24
Assistant Speech/Language Pathologist	8-10 NC	187	$ 58.63
Deaf Interpreter - Certified	N14	183	$ 36.35
Educational Diagnostician	E17	202	$ 65.61
Instructional Specialist, Behavior	E17	197	$ 62.45
Instructional Specialist, Dyslexia	E17	197	$ 61.91
Occupational Therapist	E17	194	$ 61.18
Physical Therapist	E17	194	$ 64.86
Program Specialist, Special Education	E17	210	$ 60.44
School Psychologist	E17	202	$ 57.56
Curriculum Implementation Specialist, PreK & Head Start	E17	210	$ 55.04
Curriculum Implementation Specialist	E17	210	$ 54.72
Instructional Specialist, Educ Tech	E17	197	$ 60.77
Instructional Specialist, GT	E17	197	$ 60.51
Nurse	8-10 NC	187	$ 55.90
Health Assistant	N03	183	$ 23.06

DRAFT

Addendum A-11: Calculation Model for Revenue Distribution

Calculation Model for Revenue Distribution to SB1882 Operating Partner:				
	Projection for Possible Partner School	OGDEN ES (ORG 157) 2026-2027		
	# of Students in Membership 2026-2027	*302*		
	Refined ADA 2026-2027 Projected (ROW 58)	*249.000*		
	Attendance %	*92.00%*		
	% Economically Disadvantaged	*92.75%*		
STATE REVENUE COMPONENTS:				
REFERENCE CAMPUS ALLOTMENT per TEA SUMMARY OF FINANCES				
Additional Aid for Partnering to Operate a District Campus (TEC 48.252) - DPE Campus Column				
TIER I ALLOTMENTS		**DPE, NF, or Final CAMPUS Column**	**Revenue per Student in Membership**	**Revenue per ADA**
Row 33	Regular Program	$1,420,230.87	$4,702.75	$5,703.74
Row 34	Small & Mid Sized Allotment	$282,502.51	$935.44	$1,134.55
Row 35	Special Education Allotment	$292,134.11	$967.33	$1,173.23
Row 36	Career & Technical Allotment	$0.00	$0.00	$0.00
Row 37	Dyslexia Allotment	$4,508.68	$14.93	$18.11
Row 38	State Compensatory Ed	$481,442.20	$1,594.18	$1,933.50
Row 39	Bilingual / ESL	$29,250.04	$96.85	$117.47
Row 40	Early Education Allotment	$110,124.44	$364.65	$442.27
Row 41	Gifted / Talented Allotment	$3,156.07	$10.45	$12.67
Row 42	Fast Growth Allotment	$0.00	$0.00	$0.00
Row 43	TOTAL TIER I ALLOTMENT	$2,623,348.94	$8,686.59	$10,535.54
TIER II ENTITLEMENT				
ROW 51	Total Tier II - Charter DTR1 & 2)	$371,676.65	$1,230.72	$1,492.68
CHARTER FACILITIES FUNDING				
ROW 59	Charter Facilities Entitlement	$39,099.54	$129.47	$157.03
TOTAL SB 1882 School District Entitlement (Tier I, II, Facilities Allot.)				
SB1882 M&O Additional Aid + Charter Facilities Entitlement				
ROW 60	**SB1882 School District Entitlement (TI, TII, CFA)**	**$3,034,125.13**	**$10,046.77**	**$12,185.24**
SAISD DISTRICT REVENUE HOLDBACK @ 18% of SB1882		**$546,142.52**	**$1,808.42**	**$2,193.34**
	18% of School District Entitlement (Row 60, Campus)			
STATE REVENUE available to Operating Partner		**$2,487,982.60**	**$8,238.35**	**$9,991.90**
OPTIONAL STATE REVENUE ALLOTMENTS (as earned)		*Estimates based on Harris MS 2024-2025 school year)*		
	TEACHER INCENTIVE ALLOTMENT			
	(90% of TIA Allotments Actually Earned)	$0.00	$0.00	$0.00
# Teachers	**TEACHER RETENTION ALLOTMENT**	$80,000.00	$264.90	$321.29
20	(100% of $5,000 or $2,500 per teacher			
Avg. Allotment	based on tenure and amount earned per TEA)			
$4,000.00	Estimate based on 1st year allotment as % of all teachers			
Campus Enr.	**SUPPORT PERSONNEL RETENTION ALLOTMENT**	$11,005.28	$36.44	$44.20
302	(Distributed based of # of operating partner students in			
Dist Enroll.	membership at snapshot / total district membership)			
40622	719 / 43966 = 1.64% x $1,480,320 = $24,208.48			
$1,480,320	Total Support Personnel Retention Allotment at District Level			
OTHER OPTIONAL STATE REVENUE ALLOTMENTS (as earned)		**$91,005.28**	**$301.34**	**$365.48**
STATE REVENUE including Optional Allotments		**$2,578,987.89**	**$8,539.69**	**$10,357.38**
FEDERAL ENTITLEMENTS:				
	TITLE I, Part A	$182,000.00	$602.65	$730.92
	IDEA B - SPECIAL EDUCATION			
Campus SPED $	Distributed in the same manner as TEA Special Education			
$292,134	Allotment, which accounts for instr. settings and weights.			
District SPED $	Calculation is (Campus Earned Special Ed State Allotment $			
$53,644,778	(Row 35 Campus SOF) / District Wide Special Ed State			
0.54%	(District SOF Row 23)) x IDEA B Allotment			
$10,300,000	District IDEA B Allotment	$56,090.85	$185.73	$225.26
ESTIMATED FEDERAL ENTITLEMENT (based on example school)		**$238,090.85**	**$788.38**	**$956.19**
ESTIMATED TOTAL STATE/FEDERAL to Operating Partner		**$2,817,078.74**	**$9,328.08**	**$11,313.57**
NOTE: *For illustration purposes, this estimate is based on PROJECTED 2026-2027 enrollment and revenues and is subject to change.*				

DRAFT

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Discussion and action by the Board of Trustees to create an Ad Hoc Committee for the Interview and Recommendation for the selection of a Superintendent search firm and the appointment by the Board President of the Ad Hoc Committee Members, including appointment of the Committee Chair**

PURPOSE: **[ ] PRESENTATION/DISCUSSION**
[X] DISCUSSION/ACTION

REQUESTED BY: Alicia Sebastian, Board President

PRESENTER: Alicia Sebastian

MEETING DATE: March 23, 2026

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve for the Trustees to hire a firm to conduct a search for the District's next Superintendent. The Trustees are asked to create an Ad Hoc Committee of its members to interview at least three firms and make a recommendation to all Trustees to hire a firm at their Monday, April 6, 2026 Regular Board Meeting. Pursuant to Board Policy, the Board President will appoint the members to serve on the Ad Hoc Committee.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approve the creation of the Ad Hoc Committee to hire a firm to conduct a search for the District's next Superintendent.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2025 - 2026 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

☒ **Improve Reading and Writing Outcomes for all Students** - We will increase the percentage of all students who are Meets grade level in reading across all grades from 35% in August 2022, to 50% in August 2027.

☒ **Improve Math Outcomes for Black Students** - Increase the percentage of Black students who score at Meets Grade Level on a Math STAAR assessment from 21% in 2025 to 50% in 2030, and all students from% in 2025 to 50% in 2030.

☒ **Improve College Readiness for Students with Disabilities** - We will increase the percentage of students with IEPs receiving instruction and services in the general education setting who meet the TSI College-Ready Standard in reading and math from 4% in August 2022, to 30% in August 2027.

☒ **Improve Social Emotional Readiness in all Students** - We will increase by 25% the percentage of all students who meet the "to be determined" SAISD Standard for Social Emotional Readiness from the August 2024 baseline, to baseline +25% in August 2027.

The following Board Guardrails were designed to represent the community values that must be protected while in pursuit of the Board Goals. (CHECK ALL THAT APPLY)

☒ **Embrace Our Community** - The Superintendent will not implement major decisions of the board without authentic community engagement, including students, staff, families, and community.

☒ **Support Excellent Schools in Every Neighborhood** - The Superintendent will not allow any neighborhood to be without a high-quality school.

☒ **Create Safe Environments** - The Superintendent will not allow students, staff, and families to learn and work in an environment that is not physically and emotionally safe.

☒ **Ensure Equitable Funding** - The Superintendent will not allow any school to be funded at a level that is inadequate to produce transformational learning in all students.

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Discussion and appropriate action on the sale, lease and potential partnerships of surplus/vacant District properties**

PURPOSE: **[ ] PRESENTATION/DISCUSSION**
[X] DISCUSSION/ACTION

REQUESTED BY: Patti Salzmann, Deputy Superintendent

PRESENTER: Patti Salzmann

MEETING DATE: March 23, 2026

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to review a list of surplus or vacant properties to be either used by the District, sold, leased or earmarked for a potential partnership. Alignment of the properties and their proposed disposition and the adopted parameters will be confirmed. The Board will be asked to share potential partners for the properties in Category 4. The presentation will highlight surplus or vacant buildings in the following categories:

- Category 1(In Use): Buildings that have been identified for alternative use. (ex. Miller, Huppertz, Storm, W.W. White)
- Category 2 (Buyers): Buildings recommended for sale through a RFSB. (ex. Gonzales and Pickett)
- Category 3 (Lessees): Buildings recommended for lease through an RFP. (ex. Tynan, Bowie)
- Category 4 (Partners): Buildings pulled by the Board for potential partnerships. (ex. Douglas and Lamar)
- Category 5 (In Review): No Recommendations on these buildings at this time. (ex. Burnett)

.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approve the list of properties and their respective dispositions, as presented and discussed.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2025 - 2026 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

☐ **Improve Reading and Writing Outcomes for all Students** - We will increase the percentage of all students who are Meets grade level in reading across all grades from 35% in August 2022, to 50% in August 2027.

☐ **Improve Math Outcomes for Black Students** - We will increase the percentage of Black students who score at Meets Grade Level on a Math STAAR assessment from 21% in 2025 to 50% in 2030, and all students from 27% in 2025 to 50% in 2030.

☐ **Improve College Readiness for Students with Disabilities** - We will increase the percentage of students with IEPs receiving instruction and services in the general education setting who meet the TSI College-Ready Standard in reading and math from 4% in August 2022, to 30% in August 2027.

☐ **Improve Social Emotional Readiness in all Students** - We will increase by 25% the percentage of all students who meet the "to be determined" SAISD Standard for Social Emotional Readiness from the August 2024 baseline, to baseline +25% in August 2027.

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☐ **Ensure Equitable Funding** - The Superintendent will not allow any school to be funded at a level that is inadequate to produce transformational learning in all students.

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Approval of the Relocation of the Madison Elementary Program to the Huppertz Elementary Campus**

PURPOSE: **[ ] PRESENTATION/DISCUSSION**
[X] DISCUSSION/ACTION

REQUESTED BY: Patti Salzmann, Deputy Superintendent

PRESENTER: Yvonne Little, Senior Executive Director for Construction & Development Services

MEETING DATE: March 23, 2026

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the relocation of the Madison Elementary School program to the renovated Huppertz Elementary School facility once construction at the Huppertz campus is completed.

During construction, the current Madison building will serve as temporary swing space for the Madison program. After the renovation of the Huppertz campus is completed in the 2029–2030 school year, the Madison program will move into the updated facility located at 247 Bangor Drive, San Antonio, TX 78228.

Staff conducted several meetings with the Madison faculty and community between November 2025 to February 2026. A total of four tours were conducted at the Huppertz facility to allow the faculty, parents, and community to envision the updated facility. Overwhelming feedback from faculty and parents agreed with the relocation. Staff provided this feedback to Trustee Garza.

Once the Madison program relocates, the Madison facility will be evaluated for potential surplus and considered for the district's repurposing process. Any renaming of the renovated facility will follow Board policy on naming schools. The Project Goals are linked here for reference.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approve the relocation of the Madison Elementary School program from the James Madison Elementary facility to the renovated Huppertz facility at 247 Bangor Drive, San Antonio, TX 78228, upon completion of construction.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2025 - 2026 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

☐ **Improve Reading and Writing Outcomes for all Students** - We will increase the percentage of all students who are Meets grade level in reading across all grades from 35% in August 2022, to 50% in August 2027.

☐ **Improve Math Outcomes for Black Students** - We will increase the percentage of Black students who score at Meets Grade Level on a Math STAAR assessment from 21% in 2025 to 50% in 2030, and all students from 27% in 2025 to 50% in 2030.

☐ **Improve College Readiness for Students with Disabilities** - We will increase the percentage of students with IEPs receiving instruction and services in the general education setting who meet the TSI College-Ready Standard in reading and math from 4% in August 2022, to 30% in August 2027.

☐ **Improve Social Emotional Readiness in all Students** - We will increase by 25% the percentage of all students who meet the "to be determined" SAISD Standard for Social Emotional Readiness from the August 2024 baseline, to baseline +25% in August 2027.

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☒ **Create Safe Environments** - The Superintendent will not allow students, staff, and families to learn and work in an environment that is not physically and emotionally safe.

☒ **Ensure Equitable Funding** - The Superintendent will not allow any school to be funded at a level that is inadequate to produce transformational learning in all students.

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Approval of Library Materials Book List (Senate Bill 13)**

PURPOSE: **[ ] PRESENTATION/DISCUSSION**
[X] DISCUSSION/ACTION

REQUESTED BY: Patti Salzmann, Deputy Superintendent of Operations, Human Capital Management, and Strategy

PRESENTER: Patti Salzmann, Deputy Superintendent of Operations, Human Capital Management, and Strategy

MEETING DATE: March 23, 2026

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the third 2025-2026 Library Materials Book List. This list is for the potential acquisition of new school library materials to be added to the district library catalog. Approval is required in accordance with Texas Senate Bill 13. The list includes new International Standard Book Numbers (ISBNs) in all associated ISBNs and formats (translations, audio, video, e-book, braille, paperback, and hard cover). The list was carefully curated and vetted by the district's certified librarians, with a Master's degree in Library Science and possess teaching experience. The review process ensures all materials are age-appropriate and align with the district's collection development policy, EFB (Local).

Parent and community feedback was solicited for 30 days during the month of February, as required by law.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approve the third Library Materials Book List for the 2025-2026 academic year.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

To be funded through a variety of budget sources including local, state, and federal at the campus and district level, contingent upon funding.

IV. 2025 - 2026 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

☒ **Improve Reading and Writing Outcomes for all Students** - We will increase the percentage of all students who are Meets grade level in reading across all grades from 35% in August 2022, to 50% in August 2027.

☒ **Improve Math Outcomes for Black Students** - Increase the percentage of Black students who score at Meets Grade Level on a Math STAAR assessment from 21% in 2025 to 50% in 2030, and all students from 27% in 2025 to 50% in 2030.

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☒ **Ensure Equitable Funding** - The Superintendent will not allow any school to be funded at a level that is inadequate to produce transformational learning in all students.

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Approval of the K-5 English and Spanish Language Arts and Reading Textbook Adoption, SBOE Instructional Materials Review and Approval Process (IMRA) 2026**

PURPOSE: **[ ] PRESENTATION/DISCUSSION**
[X] DISCUSSION/ACTION

REQUESTED BY: Dr. Shawn Bird, Deputy Superintendent

PRESENTER: Dr. Shawn Bird

MEETING DATE: March 23, 2026

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the SAISD K-5 English and Spanish Language Arts and Reading textbooks and instructional materials selected by the District's Academic and Instructional Resource Committee (AIRC) with recommendation by the Textbook and Instructional Materials Committee (TIMC) of Teachers, in accordance with Administrative Procedure E5. The review process was conducted in the 2025-2026 academic year.

The State Board of Education utilizes the Instructional Materials Review and Approval (IMRA) process to ensure that all state-approved, high-quality instructional materials align with the biennium textbook allotment and new entitlement funding. To facilitate continuous improvement, these materials undergo rigorous annual reviews based on a state-published, subject-specific schedule. This structured rollout ensures that our district remains current with state standards and educational best practices.

The current review cycle involved extensive collaboration from over fifty-five (55) staff members, including thirty-one (31) teachers specifically nominated by their principals for their subject-matter expertise, representing each district area. To ensure a holistic perspective, the district also solicited feedback from key advisory groups, including the District Advisory Committee (DAC), District Parent Advisory Committee (DPAC), Curriculum Instruction Assessment Advisory Committee (CIAAC), Principal Advisory Committee (PAC), and the Alliance Curriculum Advisory Council (ACAC). Additionally, two public awareness sessions were held to incorporate community input into the evaluation process.

The final recommendation synthesizes committee feedback and cost-effectiveness to establish multi-year agreements for a comprehensive range of print and digital textbooks, instructional resources, assessment and intervention platforms, and professional development. While the district seeks the most favorable pricing, cost projections are based on current enrollment and are subject to change.

Content & Grade	Agreement	Product	Publisher	Cost
English/Spanish Language Arts & Reading	4 Years	Into Reading/ iArriba la Lectura!	Houghton Mifflin Harcourt	Approximately $6,500,000.00

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approves the purchase of textbook and instructional materials from the IMRA 2024 K-5 English and Spanish Language Arts and Reading from Houghton Mifflin Harcourt.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

To be funded through the State of Texas Instructional Materials and Technology Allotment (IMTA) 410-11-6321-xx-999-11-0-00 with an estimated multi-year cost of approximately $6,500,000.00.

IV. 2025 - 2026 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

☒ **Improve Reading and Writing Outcomes for all Students** - We will increase the percentage of all students who are Meets grade level in reading across all grades from 35% in August 2022, to 50% in August 2027.

☐ **Improve Math Outcomes for Black Students** - Increase the percentage of Black students who score at Meets Grade Level on a Math STAAR assessment from 21% in 2025 to 50% in 2030, and all students from% in 2025 to 50% in 2030.

☒ **Improve College Readiness for Students with Disabilities** - We will increase the percentage of students with IEPs receiving instruction and services in the general education setting who meet the TSI College-Ready Standard in reading and math from 4% in August 2022, to 30% in August 2027.

☐ **Improve Social Emotional Readiness in all Students** - We will increase by 25% the percentage of all students who meet the "to be determined" SAISD Standard for Social Emotional Readiness from the August 2024 baseline, to baseline +25% in August 2027.

The following Board Guardrails were designed to represent the community values that must be protected while in pursuit of the Board Goals. (CHECK ALL THAT APPLY)

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☒ **Ensure Equitable Funding** - The Superintendent will not allow any school to be funded at a level that is inadequate to produce transformational learning in all students.

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Approval of the Members to the School Health Advisory Council (SHAC) for the 2026-2027 and 2027-2028 School Years**

PURPOSE: **[ ] PRESENTATION/DISCUSSION**
[X] DISCUSSION/ACTION

REQUESTED BY: Dr. Shawn Bird, Deputy Superintendent

PRESENTER: Dr. Colleen Bohrmann, Assistant Superintendent of Teaching and Learning

MEETING DATE: March 23, 2026

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the proposed list of new members to the School Health Advisory Council (SHAC) for the 2026-2027 and 2027-2028 school years.

The SHAC is an advisory body whose purpose is to ensure that local community values are reflected in the health education instruction provided by the District. In Chapter 28, Subchapter A-L, and Chapter 38.013 of the Texas Education Code, the State requires schools to establish and maintain a district-level School Health Advisory Council. In accordance with District Policy BDF (LEGAL), the Board shall establish a local SHAC.

Membership selection involved an application process for all SAISD parents who are not employed by the School District to submit an application for consideration. The application window remains open until each single-member district is represented. Approved members commit to serve a two-year term.

PROPOSED SHAC MEMBERS FOR 2026-2027 AND 2027-2028 SY

Parent Members	
Name	**Campus**
Tessa Baden	Advanced Learning Academy
Jessica Vasquez	Ball Elementary
Christina Ramirez	Lanier High School
Maria Ojeda	Crockett Academy
Michael Rodriguez	Advanced Learning Academy
Guadalupe Cornejo	Lanier High School

Lorraine M. Cantu	Irving Dual Language Academy
Monica Salinas	Franklin Elementary School
Herbey Salinas	Franklin Elementary School
Yeymy Moore	Irving Dual Language Academy
Natalie Nyren	Twain Dual Language Academy

District and Community Members	
Name	**Title**
Raul Salazar	Director, Health and Physical Education
Tiffany Venzor	Director, Guidance and Counseling
Autumn Perez	Education Program Manager, San Antonio AIDS Foundation
Gloria Davis	Director, Health Services
DeAnna Stansberry	American Heart Association
Juan Garcia	Manager, Employee Benefits, Risk Management, Safety
Carmen Thatcher	Director, Student Support
Jacquelyn Rodriguez Navar	Assistant Superintendent, Family and Community Engagement
Victoria Bustos	Assistant Superintendent, Student Support Services
Christina Houston	SAISD Police Lieutenant
Pedro Guevara	Teacher, Hot Wells Middle School
Jorge Arriaga-Perez	Teacher, Rhodes Middle School
Ruth Pasalagua	Teacher, Hot Wells Middle School

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Resolve that the Board approves the proposed new members to the SHAC for the 2026-2027 and 2027-2028 two-year term.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2025 - 2026 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

☐ **Improve Reading and Writing Outcomes for all Students** - We will increase the percentage of all students who are Meets grade level in reading across all grades from 35% in August 2022, to 50% in August 2027.

☐ **Improve Math Outcomes for Black Students** - We will increase the percentage of Black students who score at Meets Grade Level on a Math STAAR assessment from 21% in 2025 to 50% in 2030, and all students from 27% in 2025 to 50% in 2030.

☐ **Improve College Readiness for Students with Disabilities** - We will increase the percentage of students with IEPs receiving instruction and services in the general education setting who meet the TSI College-Ready Standard in reading and math from 4% in August 2022, to 30% in August 2027.

☒ **Improve Social Emotional Readiness in all Students** - We will increase by 25% the percentage of all students who meet the "to be determined" SAISD Standard for Social Emotional Readiness from the August 2024 baseline, to baseline +25% in August 2027.

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☒ **Embrace Our Community** - The Superintendent will not implement major decisions of the board without authentic community engagement, including students, staff, families, and community.

☒ **Support Excellent Schools in Every Neighborhood** - The Superintendent will not allow any neighborhood to be without a high-quality school.

☒ **Create Safe Environments** - The Superintendent will not allow students, staff, and families to learn and work in an environment that is not physically and emotionally safe.

☐ **Ensure Equitable Funding** - The Superintendent will not allow any school to be funded at a level that is inadequate to produce transformational learning in all students.

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Approval of the Memorandum of Understanding Between SAISD & Dallas Community College**

PURPOSE: **[ ] PRESENTATION/DISCUSSION**
[X] DISCUSSION/ACTION

REQUESTED BY: Patti Salzmann, Deputy Superintendent

PRESENTER: Dr. James Harrell, Chief, Human Capital Management

MEETING DATE: March 23, 2026

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the Memorandum of Understanding between SAISD and the Center for Reigniting the Education Workforce (CREW) at Dallas Community College. This partnership will provide SAISD with technical assistance and $75,000 in startup funds to contribute to the design, launch, and operational readiness of a Grow Your Own Teacher Apprenticeship pathway. The memorandum of understanding is included in the agenda packet.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

N/A

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

This partnership will provide SAISD with $75,000 to be utilized for the design, launch, and operational readiness of a Grow Your Own Teacher Apprenticeship pathway.

IV. 2025 - 2026 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

☒ **Improve Reading and Writing Outcomes for all Students** - We will increase the percentage of all students who are Meets grade level in reading across all grades from 35% in August 2022, to 50% in August 2027.

☐ **Improve Math Outcomes for Black Students** - We will increase the percentage of Black students who score at Meets Grade Level on a Math STAAR assessment from 21% in 2025 to 50% in 2030, and all students from 27% in 2025 to 50% in 2030.

☐ **Improve College Readiness for Students with Disabilities** - We will increase the percentage of students with IEPs receiving instruction and services in the general education setting who meet the TSI College-Ready Standard in reading and math from 4% in August 2022, to 30% in August 2027.

☐ **Improve Social Emotional Readiness in all Students** - We will increase by 25% the percentage of all students who meet the "to be determined" SAISD Standard for Social Emotional Readiness from the August 2024 baseline, to baseline +25% in August 2027.

The following Board Guardrails were designed to represent the community values that must be protected while in pursuit of the Board Goals. (CHECK ALL THAT APPLY)

- ☐ **Embrace Our Community** - The Superintendent will not implement major decisions of the board without authentic community engagement, including students, staff, families, and community.
- ☒ **Support Excellent Schools in Every Neighborhood -** The Superintendent will not allow any neighborhood to be without a high-quality school.
- ☐ **Create Safe Environments** - The Superintendent will not allow students, staff, and families to learn and work in an environment that is not physically and emotionally safe.
- ☒ **Ensure Equitable Funding** - The Superintendent will not allow any school to be funded at a level that is inadequate to produce transformational learning in all students.

Memorandum of Understanding
Between
Dallas College
And
San Antonio Independent School District

This Memorandum of Understanding (the "MOU") is made on ___March 31, 2026, by and between the Dallas College, a Texas political subdivision of higher education ("Dallas College" or "College"), located at _1601 Botham Jean Blvd, Dallas, TX 75215. and _the **San Antonio Independent School District** located at **514 W. Quincy, San Antonio, TX, 78212** . The College and **San Antonio Independent School District** may hereafter be individually referred to as "Party" and collectively as "Parties." The Parties enter into this MOU for the purpose of achieving the various aims and objectives relating to the Teacher Apprenticeship Center (the "Project").

Dallas College and the Subrecipient may be referred to individually as a "Party" and collectively as the "Parties."

The Parties enter into this MOU for the purpose of supporting design and implementation activities for a Grow Your Own (GYO) teacher apprenticeship pathway, consistent with design requirements provided by the Teacher Apprenticeship Center (the "Project").

RECITALS

WHEREAS, Dallas College has received funds to establish and operate the Teacher Apprenticeship Center, which supports the development and launch of high-quality teacher apprenticeship pathways across Texas; and

WHEREAS, the Teacher Apprenticeship Center's mission is to address persistent educator workforce challenges by centering aspiring educators as its primary client and supporting school systems and institutions of higher education in meeting Texas apprenticeship standards; and

WHEREAS, Dallas College may provide startup funds to Regional Collaboratives to support program design, planning, and operational readiness for teacher apprenticeship pathways; and

WHEREAS, the Subrecipient serves as the designated organization responsible for managing startup activities on behalf of its Regional Collaborative; and

WHEREAS, the Parties desire to enter into this MOU to define the general terms, responsibilities, and conditions under which startup funds may be used to support the Project.

NOW, THEREFORE, the Parties enter into this MOU to memorialize their agreement.

I. TERM

This MOU will commence on March 31, 2026, and, unless extended by mutual written agreement of the Parties, will automatically terminate and be of no further force and effect upon the earlier of: (i) mutual written agreement of the Parties; or (ii) August 31, 2027. At any time, at least thirty (30) days prior to expiration of the term, the Parties may agree in a mutually acceptable writing to renew this MOU for an additional period.

The timeline established under this MOU shall apply for the full duration of startup and implementation support provided for the Project. All responsibilities, deliverables, reporting requirements, and performance expectations described herein shall remain in effect for the entire term of this MOU, unless otherwise amended in writing by the Parties.

II. TERMINATION

If a Party decides that it no longer wishes to participate in this MOU, then the terminating Party must give the other Party 30 days' written notice unless a breach occurs. In the event of a breach, no notice is necessary, and this MOU shall terminate immediately. A breach of this MOU includes, but is not limited to a violation of the policies and rules of College, a misrepresentation or false statement in this MOU by one of the Parties, or non-performance of the Party's duties pursuant to this MOU. Notice shall be given to the signatories for the Parties or to the person otherwise designated by a Party. Additionally, the College may immediately terminate this MOU upon written notice to Crew@dallascollege.edu, if the College believes, in its sole discretion, that said termination is necessary to safeguard its image, integrity, and/or reputation.

Termination of this MOU due to failure to execute or non-performance may include removal of the Subrecipient from the Teacher Apprenticeship Center Regional Collaborative cohort.

III. RESPONSIBILITIES OF THE PARTIES

It is understood by the parties that each should be able to fulfill its responsibilities under this MOU in accordance with the provisions of law and regulation which govern their activities. Nothing in this MOU is intended to negate or otherwise render ineffective for any such provisions or operating procedures. If at any time either party is unable to perform its functions under this MOU consistent with such party's statutory and regulatory mandates, the affected Party shall provide written notice to the other to establish a date for mutual resolution of the conflict.

A. Responsibilities of the College. The College agrees to:

- Serve as the pass-through entity and fiscal administrator for startup funds.
- Review and approve the recipient's Startup Funds Budget Request.
- Execute this MOU and initiate payment processing following completion of required documentation.
- Provide guidance and technical assistance related to program design, compliance, and alignment with program design requirements.

Dallas College is responsible for oversight, approval, and technical assistance related to design and implementation but is not responsible for executing or managing activities assigned to the Subrecipient.

B. Responsibilities of the San Antonio Independent School District.

The Subrecipient agrees to:

- Use startup funds solely for activities aligned to, Startup Funds Budget approved program design.
- Ensure that all activities supported through startup funds contribute to the design, launch, and operational readiness of a Grow Your Own Teacher Apprenticeship pathway.
- Maintain appropriate financial and program documentation and comply with reporting, monitoring, and audit requirements.
- Obtain prior written approval from Dallas College for any material changes to the approved Statement of Work or Budget.

Deliverables and Performance Expectations.
The Subrecipient agrees to complete and submit the following deliverables in accordance with the timeline established under this MOU and as requested by Dallas College:

- Completed Program Design Blueprint(s), consistent with Teacher Apprenticeship Center requirements
- Develop a Recruitment and Selection Plan for aspiring teachers beginning Fall 2026
- Startup budget expenditure updates, submitted upon request by Dallas College
- Completed Startup Funds Request Form provided by the Teacher Apprenticeship Center.

The Subrecipient is responsible for designing, launching, and implementing the approved Grow Your Own Teacher Apprenticeship pathway reviewed by designated Teacher Apprenticeship Center staff. Startup funds must be used to support these required design and implementation activities in accordance with the approved Startup Funds Budget.

If the Subrecipient is unable to execute required design or implementation activities, the Subrecipient must submit a written explanation to Dallas College describing the barrier(s), the impact on program launch or implementation, and the support needed to remain on track. Such written notice must be submitted within a timeframe specified by Dallas College.

Upon receipt of the written explanation, the Subrecipient shall work with Dallas College to develop and implement a corrective action plan to address deficiencies and meet startup fund requirements within a timeframe approved by Dallas College.

C. Joint Responsibilities of the Parties. The Parties agree to:

The Parties agree to:

- Collaborate in good faith to advance the goals of the Teacher Apprenticeship Center.

- Communicate regularly to support timely implementation and compliance.
- Ensure startup activities align with Texas Education Agency (TEA) guidance and applicable federal requirements.

IV. USE OF LOGOS, NAMES, TRADEMARKS

San Antonio Independent School District shall obtain the College's written consent prior to using the name, trade name, trademarks, service marks, or logos of the College, any of its affiliated entities, including that of its constituent colleges, the use of which is limited to advertising, marketing and promotion of the teacher pathway. The College's prior written consent shall not be unreasonably withheld, conditioned or delayed.

V. ALLOCATION OF COSTS AND RESOURCES

Each Party shall bear its own expenses in connection with its obligations pursuant to this MOU. In no event shall either Party be obligated to pay or reimburse any expense incurred by the other Party under this MOU. All services are contingent upon customer eligibility, assessment, and availability of funding.

VI. INDEMNIFICATION

It is understood and agreed between Parties that each Party hereto shall be responsible for its own and its employees' acts of negligence in connection with this MOU. Neither Party shall be responsible for any negligent act or omission of the other Party or its employees in connection with this MOU. It is specifically agreed that, as between the Parties, each Party to this MOU shall be individually and respectively responsible for responding to, dealing with, insuring against, defending and otherwise handling and managing liability and potential liability of itself and its employees pursuant to this MOU. Notwithstanding the foregoing, each Party hereto reserves and expressly does not waive any immunity or defense available at law or in equity, including governmental immunity, for any claim or cause of action whatsoever that may arise or result from the services provided and/or any circumstances arising under this MOU.

These provisions are solely for the benefit of the parties hereto and not for the benefit of any person or entity not a party hereto; this MOU shall not be interpreted nor construed to give any claim or cause of action to any third party. Neither Party shall be held legally liable for any claim or cause of action arising pursuant to or out of the services provided under this MOU, except as specifically provided by the law. Where injury or property damage results from the joint or concurrent negligence of both Parties, liability, if any, shall be shared by each Party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses available to them, including governmental immunity.

VII. NOTICE

All notices or other communications required or permitted to be given pursuant to this MOU shall be in writing and shall be considered as property given if sent by facsimile transmission or mailed by certified mail, return receipt requested, postage prepaid, and addressed as follows:

To: Dallas College

Teacher Apprenticeship Center- Charvett Conner

1601 Botham Jean Blvd, Dallas, TX 75215

To: San Antonio Independent School District

Either party reserves the right to designate in writing to the other party any change of name, change of person, or address to which the notices shall be sent.

VIII. GOVERNING LAW AND VENUE

This MOU is made in Texas and shall be governed by and construed in accordance with the laws of the State of Texas reference to choice of law principles. Each Party to this MOU:

A. Consents to the exclusive jurisdiction and venue of the federal and state courts located in Dallas County Texas, in any action arising out of or relating to this MOU;
B. Waives any objection it might have to jurisdiction or venue of such forums or that the forum is inconvenient; and
C. Agrees not to bring any such action in any other jurisdiction or venue to which either party might be entitled by domicile or otherwise.

IX. ASSIGNMENT

Neither this MOU, nor any rights or obligations hereunder may be assigned, delegated or conveyed by either Party without the prior written consent of the other Party.

X. AMENDMENT OR MODIFICATION

No modification, amendment or waiver of the provisions of this MOU shall be effective unless in writing and signed by both Parties.

XI. ENTIRE AGREEMENT

The MOU and attachments hereto represent the entire agreement by and between the parties and supersedes all previous letters, understanding or oral agreements between the Parties. Any representations, promises, or guarantees made but not stated in the body of the MOU are null and void and of no effect. In the event any provision of any Attachment conflicts with a provision of the MOU, the provisions of the MOU govern.

XII. MISCELLANEOUS PROVISIONS

It is mutually agreed upon and understood by and among the Parties of this MOU that:

a. The Parties will work together in a coordinated fashion for the fulfillment of the Project.

b. Neither Party has the right nor authority to and shall not assume or create any obligations of any nature on behalf of the other Party or bind the other Party in any respect. The Parties agree that at all times and for all purposes in the performance of this MOU each is acting in an independent capacity and not as the agent or representative of the other.

c. Nothing in this memorandum shall obligate any Parties to the transfer of funds. Any endeavor involving reimbursement or contribution of funds between the Parties of this MOU will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the Parties involved and shall be independently authorized by appropriate statutory authority. This Memorandum does not provide such authority.

d. By entering into this MOU, the Parties do not create any obligations, express or implied, other than those set forth herein, and this MOU shall not create any rights in any persons or entities who are not Parties to this MOU.

IN WITNESS WHEREOF, the Parties to this MOU, through their duly authorized representatives, have executed this MOU on the days and dates below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU.

This MOU may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become binding and effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties, it being understood that all Parties need not sign the same counterpart. A signed copy of this MOU delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this MOU.

		Dallas College
Signature: Name: **Dr. Jaime Aquino** Title: **Superintendent**		Signature Name: Dr. Shawnda Floyd Title: Provost
Date		Date

OFFICE OF ACADEMICS
and SCHOOL LEADERSHIP
SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

BOARD AGENDA CLARIFICATIONS

Provide this information for Board Agenda Items involving a MOU/SDA/Agreement, etc.

Department:	Human Capital Management
Board Meeting Date:	March 23, 2026
Agenda Title:	Memorandum of Understanding Between SAISD & Dallas Community College
Presenter:	Dr. James Harrell
Cost and Funding Source:	n/a
If no cost to the District, what is the approximate value of goods/services being provided?	There is no cost to the district. The Center for Reigniting the Education Workforce (CREW) at Dallas Community College will provide SAISD with technical assistance and $75,000 in startup funds to contribute to the design, launch, and operational readiness of a Grow Your Own Teacher Apprenticeship pathway.
This MOU addresses the following:	☒Academics ☐Attendance ☐Behavior ☐Mental Health

IMPACT & COST

Number of Students	Number of Teachers	Number of Campuses	Cost Per Student	Cost Per Teacher	Cost Per Campus
300	10	5-10	n/a	n.a	n.a

SUPPORTING DATA

Include Pertinent Data and Information (Year, Value Added, & Results/Findings)

Questions to consider: If a renewal, include historical data that supports the renewal and continued partnership If a new partnership, why are we participating in the new program or partnership?	Is this a renewal? ☐Yes ☒ No Human Capital Management is working to develop apprenticeship pipelines to launch teacher apprenticeships for SAISD. This MOU and partnership with CREW will help us unlock different funding streams from both the federal government and state, allowing for us to have a formal "Homegrown" pipeline for teachers.

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Approval of the Interlocal Agreement Between SAISD and the City of San Antonio to Continue Shared Use of the San Antonio Natatorium Located at 1430 W. Cesar Chavez Blvd**

PURPOSE: **[ ] PRESENTATION/DISCUSSION**
[X] DISCUSSION/ACTION

REQUESTED BY: Patti Salzmann, Deputy Superintendent

PRESENTER: Zachary Flores, Director, Capital Planning & Development
Kamal ElHabr, Part-Time Professional

MEETING DATE: March 23, 2026

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the Interlocal Agreement between SAISD and the City of San Antonio (COSA) to continue shared use of the San Antonio Natatorium located at 1430 W. Cesar Chavez Blvd.

The Natatorium development was initiated in 1978 when COSA and SAISD identified this 2.885-acre school-owned property for the construction of the Natatorium. In 1979, SAISD conveyed the property to the City for the construction project that was completed in 1981. At that point, the parties executed a Joint Participation and Use License Agreement that has been extended and amended over time. The current agreement is due to expire on March 25, 2026, and is up for another extension. Copies of the original Joint Participation and Use License Agreement, Amendment #1, and associated renewal documents are attached.

The Natatorium continues to serve the District's aquatics program. Our student athletes and coaching staff continue to use the Natatorium during school days for swim practice and competitions without rental.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approve the Interlocal Agreement between SAISD and the City of San Antonio to continue shared use of the San Antonio Natatorium located at 1430 W. Cesar Chavez Blvd, and authorize the superintendent to execute the agreement and any related amendments.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2025 - 2026 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

☐ **Improve Reading and Writing Outcomes for all Students** - We will increase the percentage of all students who are Meets grade level in reading across all grades from 35% in August 2022, to 50% in August 2027.

☐ **Improve Math Outcomes for Black Students** – We will increase the percentage of Black students who score at Meets Grade Level on a Math STAAR assessment from 21% in 2025 to 50% in 2030, and all students from 27% in 2025 to 50% in 2030.

☐ **Improve College Readiness for Students with Disabilities** - We will increase the percentage of students with IEPs receiving instruction and services in the general education setting who meet the TSI College-Ready Standard in reading and math from 4% in August 2022, to 30% in August 2027.

☐**Improve Social Emotional Readiness in all Students** - We will increase by 25% the percentage of all students who meet the "to be determined" SAISD Standard for Social Emotional Readiness from the August 2024 baseline, to baseline +25% in August 2027.

The following Board Guardrails were designed to represent the community values that must be protected while in pursuit of the Board Goals. (CHECK ALL THAT APPLY)

☒**Embrace Our Community** - The Superintendent will not implement major decisions of the board without authentic community engagement, including students, staff, families, and community.

☒**Support Excellent Schools in Every Neighborhood** - The Superintendent will not allow any neighborhood to be without a high-quality school.

☒**Create Safe Environments** - The Superintendent will not allow students, staff, and families to learn and work in an environment that is not physically and emotionally safe.

☐ **Ensure Equitable Funding** - The Superintendent will not allow any school to be funded at a level that is inadequate to produce transformational learning in all students.

STATE OF TEXAS	**§**	**INTERLOCAL AGREEMENT**
	§	**WITH**
COUNTY OF BEXAR	**§**	**SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**

This Agreement is hereby made and entered into by and between the City of San Antonio (hereinafter referred to as "City"), a Texas Municipal corporation, acting by and through its City Manager pursuant to Ordinance No. 2026-xx-xx-xxxx dated March 19, 2026, and San Antonio Independent School District (hereinafter referred to as "SAISD"), a Texas non-profit corporation. SAISD and CITY shall collectively be referred to as "the Parties." This Agreement is entered into by the Parties pursuant to authority granted under the Interlocal Cooperation Act being Chapter 791 of the Texas Government Code, and Texas Local Government Code § 332.021.

PREAMBLE

WHEREAS, in November 1978, the City of San Antonio and the San Antonio Independent School District identified property owned by SAISD, to construct a community swimming pool near Lanier High School; and

WHEREAS, following SAISD's conveyance of property to the CITY in July 1979, the CITY proceeded with construction of a community swimming pool, currently identified as the Atanacio Garcia Natatorium (hereinafter referred to as "Natatorium"), using Community Development Block Grant (CDBG) Funds and completed construction in 1981; and

WHEREAS, through Ordinance #50030, the Parties executed a Joint Use Agreement for a term of twenty-five (25) years which outlined joint use of the Natatorium. The CITY provides recreational aquatic opportunities to the community and performs necessary natatorium maintenance; SAISD utilizes the natatorium for swim practice during school hours and swim/diving competitions; and

WHEREAS, through Ordinance #2006-03-16-0367, the Parties entered into a new Joint Use Agreement which allowed SAISD to continue the use of the Natatorium for a ten (10)-year term with 2, five (5)-year renewals; and

WHEREAS, CITY and SAISD have mutually determined that it would be in the best interest of both parties to enter a new Interlocal Agreement to continue shared use of the Natatorium; and

NOW THEREFORE, Parties severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

I. TERM

1.1 This Agreement shall commence upon execution and shall terminate on December 31, 2036, unless terminated sooner according to the terms herein.

1.2 As long as SAISD is not in default for cause, CITY and SAISD may mutually agree to extend this Agreement two (2), five (5) year administrative renewal options under all the terms and conditions of this Agreement.

II. GENERAL RESPONSIBILITIES

2.1 CITY hereby designates SAISD as a user of the Atanacio Garcia Natatorium located at 1430 W. Durango, San Antonio, Bexar County.

2.2 Subject to City's responsibility to perform natatorium maintenance, SAISD shall accept the Natatorium described in the present condition "AS IS", the Natatorium being currently suitable for the permitted use.

2.3 In consideration of SAISD purpose to offer athletic activities associated with its academic programs for students, CITY shall not charge a fee or rent.

2.4 City Representative throughout the term of this agreement shall be the Director of Parks and Recreation or designee (hereinafter referred to as "Director"). District Representative throughout the term of this agreement shall be the Superintendent of San Antonio Independent School District or designee (hereinafter referred to as "Superintendent").

2.5 Although permission to enter and use herein cited premises is not exclusive (with exception to areas outlined), CITY shall give SAISD priority use of such premises during designated times, and particularly during scheduled swim/diving practices, swim/diving meets, and/or competitions involving SAISD athletes. At those times during which SAISD has not scheduled the use of said premises and facilities, such premises and facilities shall be open to the general public for part and recreation purposes. CITY and SAISD shall coordinate use of the premises to avoid scheduling conflicts. Use by the general public shall be subject to CITY-established use fees and such use fees shall be collected and retained by CITY.

2.6 If a special event or activity is co-sponsored by both Parties, the Parties shall mutually agree upon appropriate fees and logistics.

2.7 Parties agree that no alcoholic beverages may be sold, distributed, or consumed in or around said natatorium including associated parking areas.

2.8 Periodic reviews, as needed, of capital improvement projects will occur between the Parties. Prior to the finalization of any capital improvements, the CITY and SAISD agree to meet and discuss the joint funding of these projects.

2.9 Parties agree and specifically understand that permission herein given does not grant to SAISD any interest or estate in the premises but is a mere personal privilege to do certain acts of a temporary character upon the premises, and that CITY retains dominion, possession and control of the premises, including access thereto at all times. CITY reserves the right to impose and enforce all necessary and proper rules for the management and operation of the premises.

III. SAISD RESPONSIBILITIES

3.1 Use and Schedule

3.1.1 SAISD's use of said property will be limited to the schedules below.

SAISD Natatorium School Year Schedule:

Days of Use	Hours of Use	Use of Natatorium
Monday – Friday	6:00 a.m. – 9:30 a.m.	All lanes
Monday – Friday	2:00 p.m. – 5:00 p.m.	All lanes
Monday – Friday	5:00 p.m. – 5:30 p.m.	Maximum of four (4) lanes
Saturday	7:00 a.m. – 9:00 a.m.	All lanes
Sunday	Request will require Director Approval	

SAISD Natatorium Summer Schedule:

Days of Use	Hours of Use	Use of Natatorium
Monday – Thursday	7:00 a.m. – 9:00 a.m.	All lanes
Friday	Request will require Director Approval	
Saturday		
Sunday		

3.1.2 By July 1st of each year, SAISD shall submit the next year's schedule (August – July) for CITY's review and consideration.

3.1.3 SAISD shall request use outside of the agreed upon schedule which would require Director approval.

3.1.4 During such times that SAISD will be utilizing the Natatorium, SAISD must have adult supervision in all areas of the Natatorium including locker rooms, weight rooms, front lobby, and any other areas occupied by SAISD students. SAISD shall have exclusive use of weightlifting area and single office area adjacent to the swimming pool area during utilization of the Natatorium.

3.1.5 SAISD is responsible at its sole expense for any staff necessary, including lifeguards, and costs incidental to its activities and use of the Natatorium. Lifeguards shall remain on post any and all times pool is in use. SAISD shall ensure that all lifeguards assigned to duty under this agreement shall possess and maintain certifications, including but not limited to The American Red Cross Lifeguarding, which shall be maintain according to state and local regulations as needed. Lifeguards shall participate in a minimum of 4 hours of in-service training each month, provided by SAISD. Proof of certification shall be available upon request of CITY.

3.1.6 SAISD reserves the right to exclusively charge a spectator fee for swim/diving meets; however, SAISD shall not charge a spectator fee for practices.

3.1.7 SAISD shall have use of storage space at the facility, subject to conditions mutually agreed upon by the Parties.

3.1.8 SAISD shall not use the property for any event that is not directly sponsored by SAISD.

3.2 Utilities and Maintenance

3.2.1 SAISD agrees that no representations respecting the condition of the premises and no promises, other than maintenance, to decorate, alter, repair, or improve the premises, either before or after the execution hereof, have been made by CITY or its agents to SAISD unless the same are contained herein or made a part hereof by specific reference herein.

3.2.2 SAISD shall promptly repair any damages to the premises caused by the use of the premises by SAISD or those persons under its control. SAISD shall have no duty to repair any damage caused by others whom CITY has authorized to use the premises.

3.2.3 SAISD shall not install permanent signage on or in the premises without prior written approval from the CITY. If such permanent signage is approved, CITY may require SAISD to contract a licensed and bonded sign company. SAISD may display temporary signage without written approval from the CITY however the sign shall be approved prior to display. For the purposes of this agreement, temporary signage is defined as any sign or banner that is placed in the premises prior to activities or events and removed at the conclusion of each activity.

3.2.4 SAISD shall be responsible for installation charges for any telephone or internet services it chooses to use at the Premises.

3.2.5 SAISD further agrees to be responsible for payment of all monthly charges for any and all telephone and internet services used in its operation during the term of this Agreement or any extensions thereof.

3.2.6 SAISD shall be responsible for complying with any and all state and local regulations, including water quality testing and recordkeeping. Texas Administrative Code 265.193(o)(1)(A) requires water quality and incident monitoring and recording every two hours in a designated pool log while pool is in use. Records shall be maintained and available for review for at least three years upon request. Upon testing, if water quality does not fall within the appropriate range, SAISD will cease use and immediately contact a Parks and Recreation Department representative.

3.3 Concessions and Vending

3.3.1 SAISD has the right to operate concessions for the sale of food, non-alcoholic beverages, and similar consumable items. CITY shall not charge a fee for the right to operate said concessions. SAISD shall obtain and maintain, at its sole expense, all permits or license required for its concession operations hereunder. SAISD shall retain all concession revenue from said concessions.

3.4 Construction

3.4.1 SAISD may, subject to having first obtained the written approval of the Director, install and/or construct facilities and/or improvements.

3.4.2 SAISD shall present, for review and written approval, all designs, plans, and specifications to the Director, and applicable City Departments prior to commencing any construction or installation upon the premises. While CITY may render any assistance it deems advisable, all costs for construction and related activities shall be borne solely by SAISD. CITY reserves the right to enter the premises at any time to inspect construction in progress and/or to determine the condition of premises and facilities so as to insure SAISD's compliance with this Agreement. During any period of construction or installation, SAISD, its members, employees, agents and contractors shall insure that the performance of said construction or installation does not cause or result in damage to CITY property or adjoining property.

3.4.3 SAISD agrees that it shall obtain all plans, approvals, necessary permits, and clearance relative to any construction from appropriate local, state, and federal regulatory agencies. A copy of said permits or clearances shall be provided to the Director prior to the start of construction. If construction by SAISD requires any payment of money in connection with such construction, the CITY shall be held harmless against any and all claims, liens, suits or actions asserted on account of labor, materials, or services furnished to SAISD during the performance of such construction and against any claim for injury to person or property.

3.4.4 Any improvements so installed by SAISD, that can be removed without damage to the premises will remain the personal property of SAISD and may be removed by SAISD at its sole expense within a mutually agreeable period of time after the termination of this Agreement. Any such personal property not so removed may, upon reasonable written notice to SAISD be disposed of by CITY at SAISD's expense or, in the alternative, shall become the personal property of CITY.

IV. CITY RESPONSIBILITIES

4.1 Use and Schedule

4.1.1 CITY shall have use of the Natatorium before, during, and after SAISD use periods. However, CITY shall not schedule any programming or events at the Natatorium when SAISD has exclusive use of all lanes.

4.1.2 CITY will provide at its sole expense the necessary staff to manage and supervise those aquatic programs and activities provided for and participated in by the general public, including lifeguards. Lifeguards shall remain on post any and all times pool is in use by the general public. CITY shall ensure that all lifeguards assigned to duty under this agreement shall possess and maintain certifications, including but not limited to The American Red Cross Lifeguarding, which shall be maintain according to state and local regulations as needed. Lifeguards shall participate in a minimum of 4 hours of in-service training each month, provided by CITY.

4.2 Utilities and Maintenance

4.2.1 CITY shall maintain premises at its sole expense.

4.2.2 CITY shall have the right to re-schedule SAISD's use of Property as needed, for occasional maintenance activities. CITY will provide advance notice to the extent possible. In such events, CITY and SAISD shall work cooperatively to identify an alternate date for use by SAISD, subject to availability.

4.2.3 CITY will provide at its sole expense all electric, gas, and water utilities related to the Natatorium for the term for this Agreement.

4.2.4 Notwithstanding any contrary provisions herein contained, should the premises be damaged by fire, tornado, or other casualty, CITY shall be under no obligation to rebuild or repair the premises.

4.3 Concessions and Vending

4.3.1 CITY, through its procurement process, has vending machines available; vending machines may be replaced or removed at the discretion of the CITY. Revenue from the CITY vending machines will be retained by the CITY.

4.3.2 CITY at its sole discretion may offer concessions.

4.4 Construction

4.4.1 No provision in this agreement shall be interpreted to obligate the CITY to make any capital improvements or extraordinary repairs to any operations of the building. SAISD reserves the right to request such repairs subject to CITY's discretion. CITY has the right, but not the obligation to choose to make capital improvements or extraordinary repairs as CITY deems appropriate and subject to available funding.

V. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAW

5.1 SAISD agrees that its members and any other individuals under its control shall abide by, conform to and comply with all applicable municipal, state, and federal laws, ordinances, rules and regulations and that it will not do or permit to be done anything in violation hereof. If the attention of SAISD is called to any such violation(s), SAISD or those under its control will immediately desist from and correct such violation(s).

VI. LEGAL AUTHORITY

6.1 SAISD represents, warrants, assures, and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement and to perform the responsibilities herein required and that the undersigned has full legal authority to execute this Agreement on behalf of SAISD and to bind SAISD to all terms, performances, and provisions herein contained.

VII. FURTHER REPRESENTATIONS, WARRANTIES AND COVENANTS

7.1 SAISD further represents and warrants that as of the date hereof:

a) All information, data or reports heretofore or hereafter provided to CITY is, shall be, and shall remain complete and accurate in all material respects as of the date shown on the information, data, or report, and that since said date shown, shall not have undergone any significant change without written notice to CITY.

b) It is financially stable and capable of fulfilling its obligations under this Agreement and that SAISD shall provide CITY immediate written notice of any adverse material change in the financial condition of SAISD that may materially and adversely affect its obligations hereunder.

c) No litigation or proceedings are presently pending or to SAISD's knowledge, threatened against SAISD that would affect this Agreement.

d) None of the provisions contained herein contravene or in any way conflict with the authority under which SAISD is doing business or with the provisions of any existing indenture or agreement of SAISD.

VIII. ACCESSIBILITY OF RECORDS

8.1 At any time during normal business hours and as often as CITY may deem necessary, upon three (3) days written notice, SAISD shall make all of its records pertaining to this Agreement available to CITY or any of its authorized representatives and shall permit CITY or any of its authorized representatives to audit, examine, and make excerpts and/or copies of same.

8.2 SAISD agrees and represents that it will cooperate with CITY, at no charge to the CITY, to satisfy, to the extent required by law, any and all requests for information received by CITY under the Texas Public Information Act or related laws pertaining to this Agreement.

IX. MONITORING AND EVALUATION

9.1 SAISD agrees that CITY may carry out reasonable monitoring and evaluation activities, and SAISD shall provide reasonable access to CITY for such activities, so as to ensure compliance by SAISD with this Agreement and with all other laws, regulations and ordinances related to the performance hereof.

X. INSURANCE

Intentionally deleted

XI. INDEMNIFICATION

Intentionally deleted

XII. NON-DISCRIMINATION

12.1 As a party to this contract, SAISD understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

XIII. POLITICAL ACTIVITY

13.1 None of the activities performed hereunder shall involve, and no portion of the funds received hereunder shall be used, either directly or indirectly, for any political activity including, but not limited to, an activity to further the election or defeat of any candidate for public office or for any activity undertaken to influence the passage, defeat or final content of local, state or federal legislation.

XIV. CONTRACTING

14.1 Any work or services contracted hereunder shall be contracted only by written contract or agreement and, unless specific waiver is granted in writing by CITY, shall be subject by its terms to each and every provision of this Agreement. Compliance by District contractors with this Agreement shall be the responsibility of SAISD. SAISD is responsible to ensure that all permits required for its activities under this Agreement are obtained.

14.2 CITY shall in no event be obligated to any third party, including any sub-contractor of SAISD, for performance of or payment for work or services.

XV. CHANGES AND AMENDMENTS

15.1 Except when the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall only be by amendment in writing executed by both CITY and SAISD.

15.2 It is understood and agreed by the Parties hereto that changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto and shall become a part hereof as of the effective date of the rule, regulation, or law. In the event CITY amends its Code or adopts an ordinance that adversely and materially affects this Agreement, CITY shall first advise SAISD of such intended amendment and/or adoption and the parties agree that they shall make reasonable efforts to resolve all difference between them concerning this Agreement.

XVI. ASSIGNMENTS

16.1 SAISD shall not transfer, pledge or otherwise assign this Agreement, any interest in and to same, or any claim arising thereunder, without first procuring the written approval of CITY. Any attempt at transfer, pledge or other assignment shall be void *ab initio* and shall confer no rights upon any third person.

XVII. SEVERABILITY OF PROVISIONS

17.1 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the Parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XVIII. DEFAULT AND TERMINATION

18.3 Either CITY or SAISD, with or without cause, may cancel this Agreement by giving six (6) months written notice thereof to the other party. With respect to CITY's notice to SAISD under this provision, such notice may not cause a termination of the Agreement until after the District's swimming program / pool athletic activities has/have ended in any school year in which the CITY's notice has been received.

18.4 Should SAISD hold over the Agreement, or any part thereof, after the expiration or termination of the term of this Agreement, unless otherwise agreed in writing, such holding over shall constitute and be construed as a month to month contract only, with all terms, conditions and requirements of the preceding Agreement continuing in effect until such time as SAISD permanently ceases use of the premises or a new Agreement is executed.

XIX. NON-WAIVER OF PERFORMANCE

19.1 No waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either Party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the Party to be charged.

19.2 No act or omission of either Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to either Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

19.3 No representative or agent of CITY may waive the effect of the provisions of this Article without formal action from the City Council.

XX. ENTIRE AGREEMENT

20.1 This Agreement constitutes the final and entire agreement between the Parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties hereto unless same is in writing, dated subsequent to the date hereof and duly executed by the Parties.

XXI. NOTICES

21.1 For purposes of this Agreement, all official communications and notices among the Parties shall be deemed sufficient if in writing and shall be (1) mailed, registered or certified mail, postage prepaid, return receipt requested, or (2) delivered by a nationally recognized overnight air or ground courier service to the addresses set forth below:

City of San Antonio
Parks & Recreation Department
Attn: Director
P.O. Box 839966
San Antonio, TX 78283

San Antonio Independent School District
Attn: Superintendent
514 W. Quincy
San Antonio, TX 78212

Such Notice shall be deemed received within three (3) days after deposit in the U.S. mail or on the first business day after deposit with an overnight air or ground courier service. Notice of change of address by either Party must be made in writing and mailed to the other Party's last known address within five (5) business days of such change.

XXII. PARTIES BOUND

22.1 This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, except as otherwise expressly provided herein.

XXIII. RELATIONSHIP OF PARTIES

23.1 Nothing contained herein shall be deemed or construed by the Parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers or any other similar such relationship between the Parties hereto.

XXIV. TEXAS LAW TO APPLY

24.1 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Bexar County, Texas.

XXV. GENDER

25.1 Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

XXVI. CAPTIONS

26.1 The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

EXECUTED IN DUPLICATE ORIGINALS, each of which shall have the full force and effect of an original this the _____ day of _____, 2026.

CITY OF SAN ANTONIO **PARKS AND RECREATION**	**SAN ANTONIO INDEPENDENT** **SCHOOL DISTRICT**
By: _____ Homer Garcia III, Director	By: _____ Dr. Jaime Aquino, Superintendent
Date: _____	Date: _____

APPROVED AS TO FORM**:**

_____
CITY ATTORNEY

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Adoption of Resolution for 2025-2026 Hazardous Bus Routes**

PURPOSE: **[ ] PRESENTATION/DISCUSSION**
[X] DISCUSSION/ACTION

REQUESTED BY: Patti Salzmann, Deputy Superintendent

PRESENTER: Jenny Arredondo, Chief Operations Officer
Lucy Kerley, Executive Director, Transportation Department

MEETING DATE: March 23, 2026

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to adopt the Resolution for 2025-2026 Hazardous Bus Routes servicing students within two miles of a school campus as required by SAISD's Board Policy (local) CNA-Transportation Management: Student Transportation. The resolution shall describe the specific hazardous areas in which students reside who would otherwise be ineligible for transportation, but for whom the District shall provide transportation because of the hazardous conditions in those areas. The resolution is included in the agenda packet.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Recommend that the Board approves adopting the proposed resolution identifying 2025-2026 hazardous bus routes operated by SAISD.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2025 - 2026 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

☐ **Improve Reading and Writing Outcomes for all Students** - We will increase the percentage of all students who are Meets grade level in reading across all grades from 35% in August 2022, to 50% in August 2027.

☐ **Improve Math Outcomes for Black Students** - We will increase the percentage of Black students who score at Meets Grade Level on a Math STAAR assessment from 21% in 2025 to 50% in 2030, and all students from 27% in 2025 to 50% in 2030.

☐ **Improve College Readiness for Students with Disabilities** - We will increase the percentage of students with IEPs receiving instruction and services in the general education setting who meet the TSI College-Ready Standard in reading and math from 4% in August 2022, to 30% in August 2027.

☐ **Improve Social Emotional Readiness in all Students** - We will increase by 25% the percentage of all students who meet the "to be determined" SAISD Standard for Social Emotional Readiness from the August 2024 baseline, to baseline +25% in August 2027.

The following Board Guardrails were designed to represent the community values that must be protected while in pursuit of the Board Goals. (CHECK ALL THAT APPLY)

- ☒ **Embrace Our Community** - The Superintendent will not implement major decisions of the board without authentic community engagement, including students, staff, families, and community.
- ☐ **Support Excellent Schools in Every Neighborhood** - The Superintendent will not allow any neighborhood to be without a high-quality school.
- ☒ **Create Safe Environments** - The Superintendent will not allow students, staff, and families to learn and work in an environment that is not physically and emotionally safe.
- ☐ **Ensure Equitable Funding** - The Superintendent will not allow any school to be funded at a level that is inadequate to produce transformational learning in all students.

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

RESOLUTION OF THE BOARD REGARDING HAZARDOUS TRAFFIC CONDITIONS

WHEREAS, the San Antonio Independent School District (the "District"), a Texas political subdivision, by and through its Board of Trustees, has duly complied with applicable policies and laws for:

Education Code 42.155(d) allows the Board of Trustees of San Antonio Independent School District to obtain supplemental state funding for transporting regular, otherwise ineligible students who live within two miles of their school but who would be subject to hazardous traffic conditions if they walked to school;

WHEREAS, the TEA handbook on School Transportation Allotments requires the Board to adopt language providing the definition of hazardous traffic conditions applicable to the District and identifying the specific hazardous areas for which such funding is requested;

WHEREAS, the Board acknowledges the Education Code 42.155(d) provision stating that a hazardous condition exists where no walkway is provided and students must walk along or cross a freeway or expressway, an underpass, an overpass or bridge, an uncontrolled major traffic artery, an industrial or commercial area, or another comparable condition;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF SAN ANTONIO INDEPENDENT SCHOOL DISTRICT has determined that hazardous conditions exist in the specific areas listed in Exhibit A-1 which also describes the condition(s) found in each area.

Attachment: Exhibit A-1

Approved on this, the_____ day of_____, 2026.

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

By: _____
Alicia Sebastian, President, Board of Trustees

Attest:

_____
Jacob Ramos, Secretary, Board of Trustees

2025-2026 Resolution for Hazardous Routes

	BUS STOP	Hazard	CAMPUS
New Amendment	Folett Dr & Renner Dr	Highway	**Arnold Elementary**
New Amendment	Newson Dr & Renner Dr	Highway	**Arnold Elementary**
New Amendment	Pepperidge Apts @ VIA bus stop- 1011 Vance Jackson Rd	Highway	**Arnold Elementary**
New Amendment	Tradewind Apts. 423 Vance Jackson	Highway	**Arnold Elementary**
New Amendment	Balcones Urban Flats Apts- 4210 FREDERICKSBURG RD	Highway	**Arnold Elementary**
New Amendment	The Rise Apts- 4300 FREDERICKSBURG RD	Highway	**Arnold Elementary**
New Amendment	Springwood Apts- 1400 Gardina	Highway	**Arnold Elementary**
New Amendment	Garden Wood Apts- 1352 Gardina	Highway	**Arnold Elementary**
New Amendment	Ivy Plains Apts- 7200 S Presa St	High Traffic (Presa St)	**Ball Elementary**
New Amendment	Riverside Apts- 515 Riverside Dr	Railroad	**Ball Elementary**
New Amendment	Riverside Dr & W Hermitage Ct	Railroad	**Ball Elementary**
New Amendment	Mission Del Rio Apts (Champion)- Riverside Dr & VFW BLVD	Railroad	**Ball Elementary**
New Amendment	Mission Del Rio Apt - Riverside Dr	Railroad	**Ball Elementary**
New Amendment	San Juan Homes- 1938 S Zarzamora St	Railroad	**Barkley Ruiz Elementary**
New Amendment	Keck & Brady Blvd	Railroad	**Barkley Ruiz Elementary**
New Amendment	Brady Blvd & S Calaveras	Railroad	**Barkley Ruiz Elementary**
New Amendment	Ceralvo St & S Trinity St	Railroad	**Barkley Ruiz Elementary**
New Amendment	**S Hamilton St & Loma Vista St**	Zaramora St. (Unsafe walk path)	**Barkley Ruiz Elementary**
New Amendment	**S Hamilton St & San Carlos St**	Zaramora St. (Unsafe walk path)	**Barkley Ruiz Elementary**
New Amendment	Heritage Park Apts- P/U on Southpoint	Highway	**Baskin Elementary**
New Amendment	Lazyridge Dr & Sylvanoaks Dr	Highway	**Baskin Elementary**
New Amendment	Oakridge Dr & Sylvanoaks Dr	Highway	**Baskin Elementary**
New Amendment	Callaghan Rd & Murfield St @ VIA Bus Stop	Highway	**Baskin Elementary**
New Amendment	Moss Oak Dr & Northaven St	Highway	**Baskin Elementary**
New Amendment	Northaven Dr & Edgevale	Highway	**Baskin Elementary**
New Amendment	Lakeridge Dr & Moss Oak Dr	Highway	**Baskin Elementary**
New Amendment	Midvale Dr & Oakridge Dr	Highway	**Baskin Elementary**
New Amendment	Midvale Dr & Callaghan Rd	Highway	**Baskin Elementary**
New Amendment	The Ascent Apts- 1150 BABCOCK RD	High Traffic (Hillcrest Dr)	**Baskin Elementary**
New Amendment	Sunrise Townhomes- 900 BABCOCK RD	High Traffic (Hillcrest Dr)	**Baskin Elementary**
New Amendment	Oak Trl & Ridge Rock Dr	High Traffic (Hillcrest Dr)	**Baskin Elementary**

2025-2026 Resolution for Hazardous Routes

New Amendment	Padgitt Dr & Royal Ct	High Traffic (Hillcrest Dr)	**Baskin Elementary**
New Amendment	Pleasant Dr & Ronald Ln	High Traffic (Hillcrest Dr)	**Baskin Elementary**
New Amendment	Crestview Dr & Leisure Dr	High Traffic (Hillcrest Dr)	**Baskin Elementary**
New Amendment	Magnolia Flats Apts- 3102 HILLCREST	High Traffic (Hillcrest Dr)	**Baskin Elementary**
New Amendment	Dakota Apts- 3110 HILLCREST	High Traffic (Hillcrest Dr)	**Baskin Elementary**
New Amendment	Terrace House Apts- 801 Gentleman Rd	High Traffic (Hillcrest Dr)	**Baskin Elementary**
New Amendment	Boston Wood Apts- Gentleman Rd & Leisure Dr	High Traffic (Hillcrest Dr)	**Baskin Elementary**
New Amendment	Gentleman Rd & Pleasant Dr	High Traffic (Hillcrest Dr)	**Baskin Elementary**
New Amendment	Gentleman Rd & Glenarm Pl	High Traffic (Hillcrest Dr)	**Baskin Elementary**
New Amendment	Balcones Heights Rd & Glenarm Pl	High Traffic (Hillcrest Dr)	**Baskin Elementary**
New Amendment	Salvation Army	Railroad	**Beacon Hill Primary**
New Amendment	N Flores St & W Euclid Ave	Railroad	**Beacon Hill Primary**
New Amendment	N Flores St & Warren St	Railroad	**Beacon Hill Primary**
New Amendment	N Flores St & W Cypress St	Railroad	**Beacon Hill Primary**
New Amendment	N Flores St & W Myrtle St	Railroad	**Beacon Hill Primary**
New Amendment	Krempkau St & N Flores St	Railroad	**Beacon Hill Primary**
New Amendment	N Flores St & W Ashby Pl	Railroad	**Beacon Hill Primary**
New Amendment	San Pedro Ave & W Craig Pl	Railroad	**Beacon Hill Primary**
New Amendment	Cotton Academy P/U Students	High Traffic (Blanco Rd) Rightsizing shuttle	**Beacon Hill Primary**
New Amendment	N Sabinas St & W French Pl	Highway	**Beacon Hill Primary**
New Amendment	Kentucky Ave & Sabinas St	Highway	**Beacon Hill Primary**
New Amendment	Bonham AC- P/U Primary Students	Railroad (Rightsizing Shuttle)	**Bonham Primary**
New Amendment	LABOR ST & BARRERA ST	High Traffic (S Presa St & St Mary's)	**Bonham Academy**
New Amendment	Bonham Primary (125 W Whittier St)- P/U Students	Railroad (Rightsizing Shuttle)	**Bonham Academy**
New Amendment	Helena St & S Flores St	Railroad	**Brackenridge High School**
New Amendment	Clay & S Flores St	Railroad	**Brackenridge High School**
New Amendment	Stark & W Cevallos	Railroad	**Brackenridge High School**
New Amendment	Halliday Ave & S Presa St	Highway	**Brackenridge High School**
New Amendment	Hansford St & Roosevelt Ave	Highway	**Brackenridge High School**
New Amendment	Mission Rd & Parkview Dr	Highway	**Brackenridge High School**
New Amendment	ST PJ'S	Highway & Mckinney Vento	**Brackenridge High School**
New Amendment	Isabel St & Kalteyer St	Highway	**Brackenridge High School**
New Amendment	S Hackberry & Idaho	Highway	**Brackenridge High School**
New Amendment	S Hackberry & Nevada St	Highway	**Brackenridge High School**

2025-2026 Resolution for Hazardous Routes

New Amendment	Florida St & S Hackberry	Highway	**Brackenridge High School**
New Amendment	S Hackberry & W High Ave	Highway	**Brackenridge High School**
New Amendment	S Hackberry & Steves Ave	Highway	**Brackenridge High School**
New Amendment	E Highland Blvd & S Presa St	Railroad	**Brackenridge High School**
New Amendment	Barrett & Marian St.	Highway	**Burbank High School**
New Amendment	De Soto St & Jennings Ave	Highway	**Burbank High School**
New Amendment	Charlotte St & Linares St	Highway	**Burbank High School**
New Amendment	Jennings Ave & Bessie Mae	Highway	**Burbank High School**
New Amendment	W Winnipeg Ave & Charlotte	Highway	**Burbank High School**
New Amendment	Ellana Claire Ct & Charlotte	Highway	**Burbank High School**
New Amendment	Ferndale St & Gladstone	Highway	**Burbank High School**
New Amendment	Collingsworth Ave & Gladstone	Highway	**Burbank High School**
New Amendment	Collingsworth Ave & W Malone Ave	Highway	**Burbank High School**
New Amendment	Nancy & S Brazos St	Highway	**Burbank High School**
New Amendment	Cumberland Rd & Gaynor St	Highway	**Burbank High School**
New Amendment	4558 EMIL (KING SEED)	High Traffic (WW White)	**Cameron Elementary**
New Amendment	MISSION CITY RV PARK - 1011 GEMBLER	Salado Creek Ditch/Bridge crossing (unsafe walk path)	**Cameron Elementary**
New Amendment	Manhattan Dr & Seabrook Dr	Salado Creek Ditch/Bridge crossing (unsafe walk path)	**Cameron Elementary**
New Amendment	Green Valley Rd & Spring Oak Dr	Salado Creek Ditch/Bridge crossing (unsafe walk path)	**Cameron Elementary**
New Amendment	Redstone Dr & Yellow Wood Dr	Salado Creek Ditch/Bridge crossing (unsafe walk path)	**Cameron Elementary**
New Amendment	Green Valley Rd & King Krest Dr (SE)	Salado Creek Ditch/Bridge crossing (unsafe walk path)	**Cameron Elementary**
New Amendment	Green Valley Rd & Silver Lake Dr	Salado Creek Ditch/Bridge crossing (unsafe walk path)	**Cameron Elementary**
New Amendment	Richland Dr & Gembler Rd	High Traffic (Gembler)	**Cameron Elementary**
New Amendment	Casa Pointe Apts- 4141 E IH 10	Salado Creek Ditch/Bridge crossing (unsafe walk path)	**Cameron Elementary**
New Amendment	S Hamilton St & W Cesar E Chavez Blvd	Salado Creek Ditch/Bridge crossing (unsafe walk path)	**Carvajal Elementary**
New Amendment	Monterey St & SW 18th St	Salado Creek Ditch/Bridge crossing (unsafe walk path)	**Carvajal Elementary**
New Amendment	Monterey St & SW 19th St	Salado Creek Ditch/Bridge crossing (unsafe walk path)	**Carvajal Elementary**
New Amendment	San Fernando St & SW 19th St	High Traffic (Castroville/Guadalupe)	**Carvajal Elementary**
New Amendment	San Fernando St & Barclay St	High Traffic (Castroville/Guadalupe)	**Carvajal Elementary**
New Amendment	Barclay St & El Paso St	High Traffic (Castroville/Guadalupe)	**Carvajal Elementary**
New Amendment	Barclay St & Leroux St	High Traffic (Castroville/Guadalupe)	**Carvajal Elementary**
New Amendment	Elvira St & S Minter St	High Traffic (Castroville/Guadalupe)	**Carvajal Elementary**
New Amendment	Cordero & W Baylor	Highway	**Collins Garden Elementary**
New Amendment	Alvarez Pl & Midway	Highway	**Collins Garden Elementary**

2025-2026 Resolution for Hazardous Routes

New Amendment	Nogalitos & Dullye Ave	Highway	**Collins Garden Elementary**
New Amendment	Brady Blvd & S Calaveras	Railroad	**Collins Garden Elementary**
New Amendment	Mercedes St & S Calaveras	Railroad	**Collins Garden Elementary**
New Amendment	Keck & Brady Blvd	Railroad	**Collins Garden Elementary**
New Amendment	Barrett Pl & Charlotte St	Highway	**Collins Garden Elementary**
New Amendment	Taft Blvd & Marian St	Highway	**Collins Garden Elementary**
New Amendment	Knox St & Ripford St	Highway	**Collins Garden Elementary**
New Amendment	Kentucky Ave & N Sabinas St	Highway	**Cotton Academy**
New Amendment	N Sabinas St & W Ashby Pl	Railroad	**Cotton Academy**
New Amendment	Beacon Hill ES- P/U Students	High Traffic (Blanco Rd) Rightsizing shuttle	**Cotton Academy**
New Amendment	N Flores St & Warren St	Railroad	**Cotton Academy**
New Amendment	N Flores St & W Cypress St	Railroad	**Cotton Academy**
New Amendment	N Flores St & W Myrtle St	Railroad	**Cotton Academy**
New Amendment	Krempkau St & N Flores St	Railroad	**Cotton Academy**
New Amendment	N Flores St & W Ashby Pl	Railroad	**Cotton Academy**
New Amendment	N Flores St & W Magnolia Ave	Railroad	**Cotton Academy**
New Amendment	Lombrano St & N Elmendorf St	High Traffic (S Zarzamora)	**Crockett Academy**
New Amendment	Manhattan Dr & Silver Lake Dr	Highway	**Davis Middle School**
New Amendment	Green Valley Rd & King Krest Dr @ PARK	Highway	**Davis Middle School**
New Amendment	4603 EMIL (KING SEED)	Highway	**Davis Middle School**
New Amendment	Dixville St & Lula Mae	Railroad	**Davis Middle School**
New Amendment	Madison at Dietrich Apts- 4619 DIETRICH RD	Railroad	**Davis Middle School**
New Amendment	Eastgate St & Peggy Dr	Highway	**Davis Middle School**
New Amendment	Crossway St & Peggy Dr	Highway	**Davis Middle School**
New Amendment	Lawn View St & Tree View St	Highway	**Davis Middle School**
New Amendment	Regal Vw & Wayview St	Highway	**Davis Middle School**
New Amendment	707 LOFTS	High Traffic (410 S Access Rd)	**Davis Middle School**
New Amendment	Dellcrest Dr & Lakewood Dr	High Traffic (S WW White)	**Davis Middle School**
New Amendment	Benham Dr & Willenbrock Ave	High Traffic (S WW White)	**Davis Middle School**
New Amendment	4835 Lord Rd (STELLA APTS)	High Traffic (S WW White)	**Davis Middle School**
New Amendment	Providence Dr & Seabreeze Dr	High Traffic (S WW White)	**Davis Middle School**
New Amendment	Hampstead St & Providence Dr	High Traffic (S WW White)	**Davis Middle School**
New Amendment	Holmgreen Rd & Schumacher Rd	High Traffic (S WW White)	**Davis Middle School**
New Amendment	Martin Luther King Dr & W Hein Rd	High Traffic (S WW White)	**Davis Middle School**

2025-2026 Resolution for Hazardous Routes

New Amendment	Casa Pointe Villa Apts- 4141 E IH 10	Highway	**Davis Middle School**
New Amendment	Diamante Apts- 3735 E COMMERCE ST	Highway	**Davis Middle School**
New Amendment	E Drexel Ave & Pecan Valley Dr	High Traffic (Rigsby Ave)	**Democracy Prep Stewart Academy**
New Amendment	Pecan Valley Dr & Action	High Traffic (Rigsby Ave)	**Democracy Prep Stewart Academy**
New Amendment	M L King @ Gates ES- P/U Students	High Traffic (Rigsby Ave)	**Democracy Prep Stewart Academy**
New Amendment	S Walters St & Porter St	Highway	**Democracy Prep Stewart Academy**
New Amendment	Aurelia St & Lincolnshire Dr	Highway	**Democracy Prep Stewart Academy**
New Amendment	Amanda St & J St	High Traffic (Rigsby Ave)	**Democracy Prep Stewart Academy**
New Amendment	Amanda St & E Drexel Ave	High Traffic (Rigsby Ave)	**Democracy Prep Stewart Academy**
New Amendment	MASTERS RANCH APTS- 3435 SOUTHCROSS	High Traffic (E Southcross)	**Democracy Prep Stewart Academy**
New Amendment	Wade St & Hallie Ave	Vacant lot/wooded area on Elgin Ave (unsafe walk path)	**Democracy Prep Stewart Academy**
New Amendment	Highview Apts. - 1351 Rigsby Ave	High Traffic (Rigsby Ave)	**Democracy Prep Stewart Academy**
New Amendment	Rosemont Apts. - 1303 Rigsby Ave	High Traffic (Rigsby Ave)	**Democracy Prep Stewart Academy**
New Amendment	2929 Rigsby Ave -Oak Meadow	High Traffic (Rigsby Ave)	**Democracy Prep Stewart Academy**
New Amendment	Angeles Dr & Santa Barbara	Highway	**Edison High School**
New Amendment	Neer Ave & Santa Barbara	Highway	**Edison High School**
New Amendment	Neer Ave & W Olmos Dr	Highway	**Edison High School**
New Amendment	Buckeye Ave & Lee Hall	Highway	**Edison High School**
New Amendment	El Monte Blvd & Neer Ave	Railroad	**Edison High School**
New Amendment	Hermine Blvd & Neer Ave	Railroad	**Edison High School**
New Amendment	Santa Paula Ave & W Mariposa Dr	Railroad	**Edison High School**
New Amendment	Clower & Warner Ave	Railroad	**Edison High School**

2025-2026 Resolution for Hazardous Routes

New Amendment	CAPITAL & W Woodlawn Ave	High Traffic (Fredericksburg Rd)	**Edison High School**
New Amendment	N Flores St & W Woodlawn Ave	Railroad	**Edison High School**
New Amendment	N Flores St & W Huisache	Railroad	**Edison High School**
New Amendment	N Flores St & W Summit Ave	Railroad	**Edison High School**
New Amendment	CALAVERAS & Waverly Ave	Alazan Creek Ditch/Bridge crossing (unsafe walk path)	**Fenwick Academy**
New Amendment	Cincinnati Ave & CALAVERAS	Alazan Creek Ditch/Bridge crossing (unsafe walk path)	**Fenwick Academy**
New Amendment	San Antonio Ave & W Craig Pl	Woodlawn Lake crossing (unsafe walk path)	**Fenwick Academy**
New Amendment	Overhill Dr & W Ligustrum Dr	High Traffic (N General McMullen Dr)	**Fenwick Academy**
New Amendment	Marquette & Camino Santa Maria	High Traffic (N General McMullen Dr)	**Fenwick Academy**
New Amendment	Kelly AC- P/U Bilingual	Railroad	**Graebner Elementary**
New Amendment	Bonham Primary (122 W Whittier St)- P/U Students	Highway	**Green ES at Riverside Park**
New Amendment	Mission Rd & Parkview Dr	Railroad	**Green ES at Riverside Park**
New Amendment	ST. PJS	Railroad/ Mckinney Vento	**Green ES at Riverside Park**
New Amendment	Benita St & Kalteyer St	Railroad	**Green ES at Riverside Park**
New Amendment	Hansford St & Whiting Ave	Railroad	**Green ES at Riverside Park**
New Amendment	Whiting Ave & Uvalde St	Railroad	**Green ES at Riverside Park**
New Amendment	Devoto Ave & Regina St	High Traffic (S Presa St)	**Green ES at Riverside Park**
New Amendment	Brady Blvd & S Calaveras	Railroad & Highway	**Harris Middle School**
New Amendment	Nancy & S Brazos St	Highway	**Harris Middle School**
New Amendment	Drake Ave & S Brazos St	Highway	**Harris Middle School**
New Amendment	Nunes St & W Glenn Ave	Highway	**Harris Middle School**
New Amendment	Collingsworth Ave & W Malone Ave	Highway	**Harris Middle School**
New Amendment	Fayette St & W Malone Ave	Highway	**Harris Middle School**
New Amendment	Probandt & W Mitchell St	Highway	**Harris Middle School**
New Amendment	Green ES @ Riverside (202 School St)- P/U Students	Railroad & Highway	**Harris Middle School**
New Amendment	Bonham Primary (122 W Whittier St)- P/U Students	Railroad	**Harris Middle School**
New Amendment	Howard St & W Laurel	High Traffic (N Main Ave)	**Hawthorne Academy**

2025-2026 Resolution for Hazardous Routes

New Amendment	E Euclid Ave & Wilmington Ave	High Traffic (N Saint Marys)	**Hawthorne Academy**
New Amendment	Milton St & Natalen Ave	Highway	**Hawthorne Academy**
New Amendment	Benton & Andrew	Highway	**Hawthorne Academy**
New Amendment	Bellview St & Queen Anne Ct	Highway	**Hawthorne Academy**
New Amendment	Avenel Ave & Catalpa Ave	Highway	**Hawthorne Academy**
New Amendment	Carleton Ct & E Magnolia Ave	High Traffic (N Saint Marys)	**Hawthorne Academy**
New Amendment	Carleton Ct & E Mistletoe Ave	High Traffic (N Saint Marys)	**Hawthorne Academy**
New Amendment	E Mistletoe Ave & Ewald St	High Traffic (N Saint Marys)	**Hawthorne Academy**
New Amendment	N Saint Marys St & E Craig Pl	High Traffic (N Saint Marys)	**Hawthorne Academy**
New Amendment	E French Pl & N Saint Marys St	High Traffic (N Saint Marys)	**Hawthorne Academy**
New Amendment	N Pine St & Brooks St	Highway	**Hawthorne Academy**
New Amendment	Sharer St & Muncey	Highway	**Hawthorne Academy**
New Amendment	SPOFFORD & ACCESS RD IH 35 N	Highway	**Hawthorne Academy**
New Amendment	Mason St & Rogers Ave	Highway	**Hawthorne Academy**
New Amendment	Mason St & Muncey	Highway	**Hawthorne Academy**
New Amendment	Mason St & N Olive St	Highway	**Hawthorne Academy**
New Amendment	N Pine St & Quitman St	Highway	**Hawthorne Academy**
New Amendment	Army Blvd & Haywood Ave	Highway	**Hawthorne Academy**
New Amendment	Tendick St & E Mulberry Ave	Highway	**Hawthorne Academy**
New Amendment	Hallie Ave & Steves Ave	High Traffic (Clark Ave)	**Highland Hills Elementary**
New Amendment	Glamis Ave & Offer St	High Traffic (Clark Ave)	**Highland Hills Elementary**
New Amendment	Lyric St & Monticello Ct	High Traffic (Clark Ave)	**Highland Hills Elementary**
New Amendment	1630 Goliad Rd @ BUS STOP	High Traffic (Goliad Rd) & Mckinney Vento	**Highland Hills Elementary**
New Amendment	Golden Crown & Ferrington Dr.	High Traffic (Pecan Valley Dr)	**Highland Hills Elementary**
New Amendment	Master's Ranch Apartments	High Traffic (Pecan Valley Dr)	**Highland Hills Elementary**
New Amendment	PECAN VALLEY APTS - 4422 Pecan Valley Dr	High Traffic (Pecan Valley Dr)	**Highland Hills Elementary**
New Amendment	Clark Ave & Rigsby Ave	High Traffic	**Highlands High School**
New Amendment	S Gevers St & Westfall Ave	Highway	**Highlands High School**
New Amendment	Porter St & S Walters	Highway	**Highlands High School**
New Amendment	Bob Billa St & Pollydale Ave	High Traffic (Pecan Valley Dr)	**Highlands High School**
New Amendment	MASTER RANCH APTS-3435 SOUTHCROSS	High Traffic (Pecan Valley Dr)	**Highlands High School**
New Amendment	Pyle St & Hot Wells Blvd	High Traffic (Goliad Rd)	**Highlands High School**
New Amendment	E Southcross Blvd & Lyric St	High Traffic (Goliad Rd)	**Highlands High School**
New Amendment	The Ivy Apts- 4550 Lavender Ln	High Traffic (WW White Rd)	**Hirsch Elementary**

2025-2026 Resolution for Hazardous Routes

New Amendment	707 LOFTS - 707 SE Loop 410	High Traffic (410 S Access Rd)	**Hirsch Elementary**
New Amendment	The Stella Apts- 4835 LORD RD	High Traffic (WW White Rd)	**Hirsch Elementary**
New Amendment	Cresthill Rd & Holmgreen Rd	High Traffic (WW White Rd)	**Hirsch Elementary**
New Amendment	Holmgreen Rd & Roesler Rd	High Traffic (WW White Rd)	**Hirsch Elementary**
New Amendment	Hampstead St & Providence Dr	High Traffic (WW White Rd)	**Hirsch Elementary**
New Amendment	Lakewood Dr & Providence Dr	High Traffic (WW White Rd)	**Hirsch Elementary**
New Amendment	Providence Dr & Seabreeze Dr	High Traffic (WW White Rd)	**Hirsch Elementary**
New Amendment	Oak Meadow Apts- 2929 Rigsby Ave	High Traffic (WW White Rd)	**Hirsch Elementary**
New Amendment	Linda Kay Dr & Retta St	High Traffic (WW White Rd & Rigsby)	**Hirsch Elementary**
New Amendment	Boxwood Apts- 2103 S WW White Rd	High Traffic (WW White Rd & Rigsby)	**Hirsch Elementary**
New Amendment	Paula Dr & Tillie Dr	High Traffic (Rigsby Ave)	**Hirsch Elementary**
New Amendment	Irwin & Tillie Dr	High Traffic (Rigsby Ave)	**Hirsch Elementary**
New Amendment	Bermuda & Finis Ave	Highway	**Hirsch Elementary**
New Amendment	Finis Ave & Wayne Dr	Highway	**Hirsch Elementary**
New Amendment	Keasler Ave & Wayne Dr	Highway	**Hirsch Elementary**
New Amendment	Greenline North Apts- 7310 S New Braunfels Ave	High Traffic (Pecan Valley Dr)	**Hot Wells Middle School**
New Amendment	Lasses Blvd & Quig Dr	High Traffic (Pecan Valley Dr)	**Hot Wells Middle School**
New Amendment	Crawford Rd & Lasses Blvd	High Traffic (Pecan Valley Dr)	**Hot Wells Middle School**
New Amendment	City Base Vista Apts- 2566 Goliad Rd	High Traffic (Pecan Valley Dr & Goliad Rd)	**Hot Wells Middle School**
New Amendment	Crawford Rd & Utopia Ave	High Traffic (Pecan Valley Dr)	**Hot Wells Middle School**
New Amendment	Jasper St & Model St	High Traffic (Pecan Valley Dr)	**Hot Wells Middle School**
New Amendment	Clark Ave & Johnathan Ave	High Traffic (Pecan Valley Dr)	**Hot Wells Middle School**
New Amendment	Clark Ave & Idell Ave	High Traffic (Pecan Valley Dr)	**Hot Wells Middle School**
New Amendment	Oaks on Clark Apts- 4622 Clark Ave	Highway	**Hot Wells Middle School**
New Amendment	Avondale Ave & Clark Ave	Highway	**Hot Wells Middle School**
New Amendment	Copper Pointe Apts- 6410 S New Braunfels Ave	High Traffic (New Braunfels)	**Hot Wells Middle School**
New Amendment	Haggin St & S Palmetto Ave	Highway	**Hot Wells Middle School**
New Amendment	Channing Ave & S Gevers St	Highway	**Hot Wells Middle School**
New Amendment	Ada St & S New Braunfels Ave	Highway	**Hot Wells Middle School**
New Amendment	Offer St & Pennystone Ave	Highway	**Hot Wells Middle School**
New Amendment	E Southcross Blvd & Imogene Dr	High Traffic (E Southcross)	**Hot Wells Middle School**
New Amendment	Merrimac St & S Hackberry	High Traffic (E Southcross)	**Hot Wells Middle School**
New Amendment	Ada St & S Hackberry	High Traffic (E Southcross)	**Hot Wells Middle School**
New Amendment	S Hackberry & Halliday Ave	High Traffic (E Southcross)	**Hot Wells Middle School**

2025-2026 Resolution for Hazardous Routes

New Amendment	Riverside Apts- 515 Riverside Dr	Railroad	**Hot Wells Middle School**
New Amendment	Riverside Dr & W Hermitage Ct	Railroad	**Hot Wells Middle School**
New Amendment	Riverside Dr & VFW Blvd	Railroad	**Hot Wells Middle School**
New Amendment	Rigsby Ave & S New Braunfels Ave	High Traffic (Rigsby Ave)	**Japhet Elementary**
New Amendment	539 Kathy Dr (ATTORNEYS OFFICE)	Highway	**Japhet Elementary**
New Amendment	Kathy Dr & Piedmont Ave	Highway	**Japhet Elementary**
New Amendment	Pamela Dr & S Pine St	Highway	**Japhet Elementary**
New Amendment	Mona Lisa St & Pamela Dr	Highway	**Japhet Elementary**
New Amendment	Antoinette Dr & Imogene Dr	Highway	**Japhet Elementary**
New Amendment	Antoinette Dr & Bonnell Dr	Highway	**Japhet Elementary**
New Amendment	Piedmont Ave & Linda Lou Dr	Highway	**Japhet Elementary**
New Amendment	Christine Dr & S Pine St	Highway	**Japhet Elementary**
New Amendment	Regina St & S Olive St	Highway	**Japhet Elementary**
New Amendment	Linda Lou Dr & S Olive St	Highway	**Japhet Elementary**
New Amendment	4622 S Hackberry - Union Park Apts.	Highway	**Japhet Elementary**
New Amendment	Mebane St & S Hackberry	Highway	**Japhet Elementary**
New Amendment	Regina St & S Hackberry	Highway	**Japhet Elementary**
New Amendment	Ada St & S Pine St	Highway	**Japhet Elementary**
New Amendment	S Hackberry & Ward Ave	Highway	**Japhet Elementary**
New Amendment	S Hackberry & Halliday Ave	Highway	**Japhet Elementary**
New Amendment	Springwood Apts- 1400 Gardina St	High Traffic (Fredericksburg Rd)	**Jefferson High School**
New Amendment	Bethany Pl & Loma Linda Dr	High Traffic (Babcock Rd)	**Jefferson High School**
New Amendment	Loma Linda Dr & Vaughan Place	High Traffic (Babcock Rd)	**Jefferson High School**
New Amendment	Danville Ave & Ozark	High Traffic (Babcock Rd)	**Jefferson High School**
New Amendment	La Manda Blvd & Vance Jackson Rd	Highway	**Jefferson High School**
New Amendment	Renner Dr and Vance Jackson Rd	High Traffic (Fredericksburg Rd)	**Jefferson High School**
New Amendment	Villa Del Sol Apts- 923 Vance Jackson	High Traffic (Fredericksburg Rd)	**Jefferson High School**
New Amendment	Cincinnati Ave & Stonegate Dr	High Traffic (Bandera Rd)	**Jefferson High School**
New Amendment	Camino Santa Maria St & W Woodlawn Ave	High Traffic (Bandera Rd)	**Jefferson High School**
New Amendment	Oaks on Bandera Apts- 1171 Bandera Rd	High Traffic (Bandera Rd)	**Jefferson High School**
New Amendment	Babcock Rd & Sunshine Ranch Rd	High Traffic (Babcock Rd)	**Jefferson High School**
New Amendment	Antonian Apts- 3939 Fredericksburg Rd	High Traffic (Fredericksburg Rd)	**Jefferson High School**
New Amendment	Lombrano St & Neff	High Traffic (Culebra Rd)	**Jefferson High School**
New Amendment	Texas Ave & Tulane Dr	High Traffic (Bandera Rd)	**Jefferson High School**

2025-2026 Resolution for Hazardous Routes

New Amendment	William Ave & Waverly Ave	High Traffic (Culebra Rd)	**Jefferson High School**
New Amendment	N Calaveras & Texas Ave	High Traffic (N Zarzamora St)	**Jefferson High School**
New Amendment	N Calaveras & W Ashby Pl	High Traffic (N Zarzamora St)	**Jefferson High School**
New Amendment	N Calaveras & W Huisache Ave	High Traffic (N Zarzamora St)	**Jefferson High School**
New Amendment	Buckeye Ave & W Lynwood Ave	High Traffic (Fredericksburg Rd)	**Jefferson High School**
New Amendment	Monterey St & S Richter St	Alazan Creek/Bridge Crossing (unsafe walk path)	**JT Brackenridge Elementary**
New Amendment	S Leona St & Paseo Verde	Railroad	**JT Brackenridge Elementary**
New Amendment	ASPIRE APTS - 218 Tampico St	Railroad	**JT Brackenridge Elementary**
New Amendment	ARTISIAN CREEKSIDE APTS. (1901 S SAN MARCOS)	Railroad	**JT Brackenridge Elementary**
New Amendment	Merida St & S San Jacinto St	Railroad	**JT Brackenridge Elementary**
New Amendment	Arlene St & Kemper	Railroad	**JT Brackenridge Elementary**
New Amendment	Angela St & S San Jacinto St	Apache Creek/bridge crossing (unsafe walk path)	**JT Brackenridge Elementary**
New Amendment	Ellana Claire Ct & Charlotte St	Railroad	**Kelly Academy**
New Amendment	Ellana Claire St & Jennings Ave	Railroad	**Kelly Academy**
New Amendment	Linares St & Royston Ave	Railroad	**Kelly Academy**
New Amendment	Bessie Mae Dr & Linares St	Railroad	**Kelly Academy**
New Amendment	Bessie Mae Dr & Jennings Ave	Railroad	**Kelly Academy**
New Amendment	San Juan Homes- 1938 S Zarzamora St	Highway	**Kelly Academy**
New Amendment	Noria St & S Navidad St	Highway	**Kelly Academy**
New Amendment	Brady Blvd & S Calaveras	Highway	**Kelly Academy**
New Amendment	Menefee Blvd & SW 19th St	Railroad	**Kelly Academy**
New Amendment	Menefee Blvd & Barclay St	Railroad	**Kelly Academy**
New Amendment	ARTISIAN AT CREEKSIDE APTS. 1901 S San Marcos	Railroad	**Lanier High School**
New Amendment	S San Jacinto St & Merida St	Railroad	**Lanier High School**
New Amendment	Merida St & S Sabinas St	Railroad	**Lanier High School**
New Amendment	Ceralvo St & S Zarzamora St	Railroad	**Lanier High School**
New Amendment	S Laredo St & S Trinity St	Apache Creek/bridge crossing (unsafe walk path)	**Lanier High School**

2025-2026 Resolution for Hazardous Routes

New Amendment	S Brazos St & S Laredo St	Apache Creek/bridge crossing (unsafe walk path)	**Lanier High School**
New Amendment	Haven for Hope	Railroad	**Lanier High School**
New Amendment	Leal St & N San Marcos	Railroad	**Lanier High School**
New Amendment	Delgado St & N Colorado St	Railroad	**Lanier High School**
New Amendment	Leal St & N San Jacinto St	Alazan Creek/Bridge Crossing (unsafe walk path)	**Lanier High School**
New Amendment	N Navidad St & W Martin St	High Traffic (W Martin)	**Lanier High School**
New Amendment	S Hamilton Ave & Vera Cruz St	Apache Creek/bridge crossing (unsafe walk path)	**Lanier High School**
New Amendment	S Hamilton Ave & Laredo St	Apache Creek/bridge crossing (unsafe walk path)	**Lanier High School**
New Amendment	Holly St & SW 19th St	Apache Creek/bridge crossing (unsafe walk path)	**Lanier High School**
New Amendment	NW 22nd St & W Travis St	High Traffic (W Commerce)	**Lanier High School**
New Amendment	Ruiz & N Hamilton Ave	High Traffic (W Commerce)	**Lanier High School**
New Amendment	Hillcrest Dr & W Quill Dr	High Traffic (Bandera Rd)	**Longfellow Middle School**
New Amendment	Hillcrest Dr & Freeman Dr	High Traffic (Bandera Rd)	**Longfellow Middle School**
New Amendment	Globe Ave & Hillcrest Dr	High Traffic (Bandera Rd)	**Longfellow Middle School**
New Amendment	Hillcrest Dr & Overhill Dr	High Traffic (Bandera Rd)	**Longfellow Middle School**
New Amendment	TERRACE HOUSE APTS- 801 GENTLEMAN RD	High Traffic (Babcock Rd)	**Longfellow Middle School**
New Amendment	Gentleman Rd & Vivian Ln	High Traffic (Babcock Rd)	**Longfellow Middle School**
New Amendment	Bobbies Ln & Gentleman Rd	High Traffic (Babcock Rd)	**Longfellow Middle School**
New Amendment	Concord & Gentleman Rd	High Traffic (Babcock Rd)	**Longfellow Middle School**
New Amendment	Loma Linda Dr & Northill Dr	High Traffic (Babcock Rd)	**Longfellow Middle School**
New Amendment	Loma Linda Dr & Williamsburg Pl	High Traffic (Babcock Rd)	**Longfellow Middle School**
New Amendment	Coyle Pl & Loma Linda Dr	High Traffic (Babcock Rd)	**Longfellow Middle School**
New Amendment	Loma Linda Dr & Norfolk Pl	High Traffic (Babcock Rd)	**Longfellow Middle School**
New Amendment	Babcock Rd & Loma Linda Dr	High Traffic (Babcock Rd)	**Longfellow Middle School**
New Amendment	PARQUE DE ORO APTS- 140 BABCOCK RD	High Traffic (Babcock Rd)	**Longfellow Middle School**
New Amendment	Quentin Dr & Kampmann Blvd	High Traffic (Babcock Rd)	**Longfellow Middle School**
New Amendment	Morning Glory Dr & W Huisache Ave	High Traffic (Bandera Rd)	**Longfellow Middle School**
New Amendment	Cincinnati Ave & Tulane Dr	High Traffic (Bandera Rd)	**Longfellow Middle School**
New Amendment	TULANE DR & STONEGATE	High Traffic (Bandera Rd)	**Longfellow Middle School**
New Amendment	Overhill Dr & W Ligustrum Dr	High Traffic (Bandera Rd)	**Longfellow Middle School**
New Amendment	WOODLAWN RANCH APTS- 330 W CHERYL DR	High Traffic (Bandera Rd)	**Longfellow Middle School**
New Amendment	OAKS ON BANDERA APTS - 1171 E BANDERA RD	High Traffic (Bandera Rd)	**Longfellow Middle School**
New Amendment	E Glenview Dr & Glencrest Dr	High Traffic (Babcock Rd)	**Longfellow Middle School**
New Amendment	THE CROSSING APTS- 1415 BABCOCK RD	High Traffic (Babcock Rd)	**Longfellow Middle School**

2025-2026 Resolution for Hazardous Routes

New Amendment	SOUTHPOINT- ACROSS FROM HERITAGE APTS	Highway	**Longfellow Middle School**
New Amendment	Woods of Brookhollow Apts- 3253 HILLCREST DR	High Traffic (Babcock Rd)	**Longfellow Middle School**
New Amendment	HILLCREST & BABCOCK @ RASPA STAND	High Traffic (Babcock Rd)	**Longfellow Middle School**
New Amendment	The Asecent Apts- 1150 Babcock Rd	High Traffic (Babcock Rd)	**Longfellow Middle School**
New Amendment	Altgelt Ave & Overbrook Dr	High Traffic (Babcock Rd)	**Longfellow Middle School**
New Amendment	Balcones Heights Rd & Glenarm Pl	High Traffic (Babcock Rd)	**Longfellow Middle School**
New Amendment	Crestview Dr & Pleasant Dr	High Traffic (Babcock Rd)	**Longfellow Middle School**
New Amendment	Crestview Dr & Leisure Dr	High Traffic (Babcock Rd)	**Longfellow Middle School**
New Amendment	Magnolia Flats Apts- 3102 Hillcrest Dr	High Traffic (Babcock Rd)	**Longfellow Middle School**
New Amendment	Antonian Apts- 3939 FREDERICKSBURG RD @ THE VIA BUS	High Traffic (Babcock Rd)	**Longfellow Middle School**
New Amendment	Fredericksburg Rd & Williamsburg Pl	High Traffic (Babcock Rd)	**Longfellow Middle School**
New Amendment	De Chantle Rd & Fredericksburg Rd	High Traffic (Babcock Rd)	**Longfellow Middle School**
New Amendment	HAVEN FOR HOPE	Railroad	**Margil Elementary**
New Amendment	Leal St & N San Marcos	Railroad	**Margil Elementary**
New Amendment	PARKSIDE APTS @ 1010 N FRIO	Railroad	**Margil Elementary**
New Amendment	Delgado St & N Colorado St	Railroad	**Margil Elementary**
New Amendment	Manor & Alexander Hamilton	High Traffic (Babcock Rd)	**Maverick Elementary**
New Amendment	Dickinson Dr & Sutton Dr	High Traffic (Babcock Rd)	**Maverick Elementary**
New Amendment	Cromwell Dr & Dickinson Dr	High Traffic (Babcock Rd)	**Maverick Elementary**
New Amendment	Rosemont Dr & Red Bud Dr	High Traffic (Babcock Rd)	**Maverick Elementary**
New Amendment	Antonian Apts- 3939 Fredericksburg Rd	High Traffic (Fredericksburg Rd)	**Maverick Elementary**
New Amendment	FREDERICKSBURG PL APTS @ 3435 Fredericksburg Rd	High Traffic (Fredericksburg Rd)	**Maverick Elementary**
New Amendment	APARTMENTS NORTHWEST @ 2909 Fredericksburg Rd	High Traffic (Fredericksburg Rd)	**Maverick Elementary**
New Amendment	PARQUE DE ORO APTS @ 140 Babcock Rd	High Traffic (Babcock Rd)	**Maverick Elementary**
New Amendment	Sidney Brooks St & Unger Dr	High Traffic (S Presa)	**Mission Academy**
New Amendment	The Anderson at Brooks Apts- 7938 City-Base Lndg	High Traffic (City Base Landing)	**Mission Academy**
New Amendment	Aeromedical Rd & Sidney Brks - @ VIA BUS STOP	High Traffic (S Presa)	**Mission Academy**
New Amendment	Kennedy Hill Apts- 7714 Kennedy Hill	High Traffic (S Presa)	**Mission Academy**
New Amendment	LANDING @ BROOKS APTS- 7803 S NEW BRAUNFELS	High Traffic (S Presa)	**Mission Academy**
New Amendment	8402 Old Corpus Christi Hwy	High Traffic (S Presa)	**Mission Academy**
New Amendment	8530 Old Corpus Christi Hwy (P/U IN FRONT OF EMPTY LOT-APPROX 8402)	High Traffic (S Presa)	**Mission Academy**
New Amendment	Graf Rd & Old Corpus Christi Hwy	High Traffic (S Presa)	**Mission Academy**
New Amendment	Mission Cv & Mission Pass	High Traffic (S Presa)	**Mission Academy**

2025-2026 Resolution for Hazardous Routes

New Amendment	MISSION FIELD & MISSION PASS	High Traffic (S Presa)	**Mission Academy**
New Amendment	Orchard Rd & W Hein Rd	Salado Creek/Bridge Crossing (unsafe walk path)	**M. L. King Academy**
New Amendment	N Hein Rd & W Hein Rd	Salado Creek/Bridge Crossing (unsafe walk path)	**M. L. King Academy**
New Amendment	Hein Orchard Apts- 4438 N Hein Rd	Salado Creek/Bridge Crossing (unsafe walk path)	**M. L. King Academy**
New Amendment	Dysart St & Eastwood Dr	Salado Creek/Bridge Crossing (unsafe walk path)	**M. L. King Academy**
New Amendment	Eastwood Dr & Leonidas Dr	Salado Creek/Bridge Crossing (unsafe walk path)	**M. L. King Academy**
New Amendment	Eastwood Dr & Longview Dr	Salado Creek/Bridge Crossing (unsafe walk path)	**M. L. King Academy**
New Amendment	Alsbury Farms Apts- 231 Noblewood Dr	Salado Creek/Bridge Crossing (unsafe walk path)	**M. L. King Academy**
New Amendment	Rambling Dr & Scarlet Oak Dr	Salado Creek/Bridge Crossing (unsafe walk path)	**M. L. King Academy**
New Amendment	Readwell Dr & Upland Rd	Salado Creek/Bridge Crossing (unsafe walk path)	**M. L. King Academy**
New Amendment	LEONIDAS & UPLAND	Salado Creek/Bridge Crossing (unsafe walk path)	**M. L. King Academy**
New Amendment	Amanda St & J St	High Traffic (Pecan Valley Dr.)	**M. L. King Academy**
New Amendment	Amanda St & Lincolnshire Dr	Highway	**M. L. King Academy**
New Amendment	CENTER PARK APTS @ 3144 E Commerce St	Highway	**M. L. King Academy**
New Amendment	Edna & Gay Blvd	Highway	**M. L. King Academy**
New Amendment	HUB & SPRIGGSDALE	Highway	**M. L. King Academy**
New Amendment	ARANSAS & CLAVER	Highway	**M. L. King Academy**
New Amendment	ARANSAS & BELLINGER	Highway	**M. L. King Academy**
New Amendment	Edna & Honey Blvd	Highway	**M. L. King Academy**
New Amendment	Dafoste Ave & Marmok Ave	Highway	**M. L. King Academy**
New Amendment	Dafoste Ave & Nellina St	Highway	**M. L. King Academy**
New Amendment	Aransas & Cardiff Ave- Lilly of the Valley Church	Highway	**M. L. King Academy**
New Amendment	Ivy Apts- 4550 Lavender Ln	High Traffic (WW White)	**M. L. King Academy**
New Amendment	Cameron ES- P/U Bilingual Students	Highway	**Pershing Elementary**
New Amendment	N Grimes & Gulf	Highway	**Pershing Elementary**
New Amendment	N Grimes & Gorman	Highway	**Pershing Elementary**
New Amendment	N Mel Waiters Way & Burnet St	Highway	**Pershing Elementary**
New Amendment	Hays St & N Mel Waiters Way	Highway	**Pershing Elementary**
New Amendment	Lamar St & Onslow St	Highway	**Pershing Elementary**
New Amendment	Larry & Muegge	Highway	**Pershing Elementary**
New Amendment	Hines & Muegge	Highway	**Pershing Elementary**
New Amendment	Lamar St & N Grimes	Highway	**Pershing Elementary**
New Amendment	LOCKE & RUNNELS AVE	Highway	**Pershing Elementary**
New Amendment	1st entrance by office of Sutton Oaks Apts	Highway	**Pershing Elementary**

2025-2026 Resolution for Hazardous Routes

New Amendment	S Hackberry & Avant Ave	Highway	**Poe Middle School**
New Amendment	S Hackberry & E High Ave	Railroad	**Poe Middle School**
New Amendment	Montana St & S Walters	High Traffic (Martin Luther King Dr)	**Poe Middle School**
New Amendment	Clark Ave & Virginia Blvd	High Traffic (S Walters)	**Poe Middle School**
New Amendment	Clark Ave & Rigsby Ave	Highway	**Poe Middle School**
New Amendment	Rigsby Ave & S Mittman St	Highway	**Poe Middle School**
New Amendment	Rigsby Ave & New Braunfels Ave	Highway	**Poe Middle School**
New Amendment	NW 21st St & W Martin St	High Traffic (W Commerce St)	**Rhodes Middle School**
New Amendment	S Picoso St & Saunders Ave	Apache Creek/bridge crossing (unsafe walk path)	**Rhodes Middle School**
New Amendment	Brady Blvd & Keck	Railroad	**Rhodes Middle School**
New Amendment	Ceralvo St & Krocker Way	Railroad	**Rhodes Middle School**
New Amendment	Ceralvo St & Barclay St	Unsafe walk path	**Rhodes Middle School**
New Amendment	Glamis Ave & Meeks St	High Traffic (Pecan Valley Dr)	**Rogers Middle School**
New Amendment	Pennystone Ave & Stringfellow St	High Traffic (Pecan Valley Dr)	**Rogers Middle School**
New Amendment	MASTER RANCH APT (3435 E SOUTHCROSS)	High Traffic (E Southcross)	**Rogers Middle School**
New Amendment	PECAN VALLEY APTS- 4415 PECAN VALLEY DR	High Traffic (E Southcross)	**Rogers Middle School**
New Amendment	Dollarhide Ave & Prestwick Blvd	High Traffic (Pecan Valley Dr)	**Rogers Middle School**
New Amendment	Dollarhide Ave & Metz Ave	High Traffic (Pecan Valley Dr)	**Rogers Middle School**
New Amendment	Colglazier Ave & Dollarhide Ave	High Traffic (Pecan Valley Dr)	**Rogers Middle School**
New Amendment	Dollarhide Ave & Pool Dr	High Traffic (Pecan Valley Dr)	**Rogers Middle School**
New Amendment	Gardens at San Juan Square Apts- 2003 S Zarzamora St	Railroad	**S King Elementary**
New Amendment	Brady Blvd & Keck Ave	Railroad	**S King Elementary**
New Amendment	Noria St & S Navidad St	Railroad	**S King Elementary**
New Amendment	Brady Blvd & S Calaveras	Railroad	**S King Elementary**
New Amendment	San Juan Homes- 1938 S Zarzamora St	Railroad	**S King Elementary**
New Amendment	CASA POINT APT - 4141 IH 10 E	Highway	**Sam Houston High School**
New Amendment	Diamante Apts- 3735 E Commerce St	Highway	**Sam Houston High School**
New Amendment	King Seed- 4558 Emil St	Highway	**Sam Houston High School**
New Amendment	Madison at Dietrich Apts- 4619 DIETRICH RD	Highway	**Sam Houston High School**
New Amendment	Manhattan Dr & Silver Lake Dr	Highway	**Sam Houston High School**
New Amendment	Green Valley Rd & King Krest Dr	Highway	**Sam Houston High School**
New Amendment	The Stella Apts- 4835 Lord Rd	High Traffic (WW White Rd/E. Houston St.)	**Sam Houston High School**
New Amendment	Eastgate St & Peggy Dr	Highway	**Sam Houston High School**
New Amendment	Lawn View St & Tree View St	Highway	**Sam Houston High School**

2025-2026 Resolution for Hazardous Routes

New Amendment	707 Loft Apts- 707 SE Loop 410	Highway	**Sam Houston High School**
New Amendment	Greenline North Apts- 7310 S New Braunfels Ave	High Traffic (New Braunfels Ave)	**Schenck Elementary**
New Amendment	City Base Vista Apts- 2566 Goliad Rd	High Traffic (Goliad Rd)	**Schenck Elementary**
New Amendment	Fairlawn Dr & Kate Schenck Ave	Highway	**Schenck Elementary**
New Amendment	Gayle Ave & Pickwell Dr	Highway	**Schenck Elementary**
New Amendment	Michael Ave & Pyle St	Highway	**Schenck Elementary**
New Amendment	New Riviera Apts- 2011 Dollarhide Ave	Highway	**Schenck Elementary**
New Amendment	Marigold Apts- 2303 Goliad Rd	Highway	**Schenck Elementary**
New Amendment	ASPIRE @ TAMPICO APTS - 218 Tampico St	Railroad	**Tafolla Middle School**
New Amendment	ARTISIAN @ CREEKSIDE APTS @ 1901 S San Marcos	Railroad	**Tafolla Middle School**
New Amendment	Angela St & S Brazos St	Apache Creek/ Bridge Crossing (unsafe walk path)	**Tafolla Middle School**
New Amendment	P/U TAFOLLA STUDENTS @ MARGIL	Alazan Creek/Bridge Crossing (unsafe walk path)	**Tafolla Middle School**
New Amendment	1 HAVEN FOR HOPE	Railroad	**Tafolla Middle School**
New Amendment	Leal St & N San Marcos	Railroad	**Tafolla Middle School**
New Amendment	1010 N FRIO -(PARKSIDE) P/U TAFOLLA	Railroad	**Tafolla Middle School**
New Amendment	N Sabinas St & Rivas St	Alazan Creek/Bridge Crossing (unsafe walk path)	**Tafolla Middle School**
New Amendment	S Hamilton St & S Laredo St	Apache Creek/ Bridge Crossing (unsafe walk path)	**Tafolla Middle School**
New Amendment	Ceralvo St & S Calaveras- San Juan Square	Railroad	**Tafolla Middle School**
New Amendment	Ceralvo St & S Navidad St	Railroad	**Tafolla Middle School**
New Amendment	Merida St & San Jacinto St	Railroad	**Tafolla Middle School**
New Amendment	Contour Dr & Howard St	High Traffic (San Pedro Ave.)	**W Roges Academy**
New Amendment	Melrose Place & Howard St	Railroad	**W Roges Academy**
New Amendment	N Main Ave & W Olmos Dr	Railroad	**W Roges Academy**
New Amendment	Agnes Dr & N Main Ave	Railroad	**W Roges Academy**
New Amendment	N Main Ave & Rex St	Railroad	**W Roges Academy**
New Amendment	Commerce Gardens Apts- 3144 E Commerce St	Railroad	**Washington Elementary**
New Amendment	CANTON & ROSARY	High Traffic (E Houston)	**Washington Elementary**
New Amendment	Canton & N Mel Weiters Way	High Traffic (E Houston)	**Washington Elementary**
New Amendment	CANTON & N GRIMES	High Traffic (E Houston)	**Washington Elementary**
New Amendment	N GRIMES & PASO HONDO	High Traffic (E Houston)	**Washington Elementary**
New Amendment	N Mittman & Paso Hondo	High Traffic (E Houston)	**Washington Elementary**
New Amendment	N Mittman & Potomac	High Traffic (E Houston)	**Washington Elementary**
New Amendment	Cory St & Croesus Ave	Highway	**Whittier Middle School**
New Amendment	Denton Dr & Scales St	Highway	**Whittier Middle School**

2025-2026 Resolution for Hazardous Routes

New Amendment	Avalon St & Mackey Dr	Highway	**Whittier Middle School**
New Amendment	La Manda Blvd & Salem Dr	Highway	**Whittier Middle School**
New Amendment	La Manda Blvd & Rosedale Ct	Highway	**Whittier Middle School**
New Amendment	BALCONES URBAN FLATS APTS- 4210 FREDERICKSBURG RD	High Traffic (Fredericksburg Rd)	**Whittier Middle School**
New Amendment	THE RISE APTS- 4300 FREDERICKSBURG RD	High Traffic (Fredericksburg Rd)	**Whittier Middle School**
New Amendment	Beacon & Clower	Highway	**Whittier Middle School**
New Amendment	El Monte Blvd & Grant Ave	Highway	**Whittier Middle School**
New Amendment	Grant Ave & Hermine Blvd	Highway	**Whittier Middle School**
New Amendment	Extell St & W Mariposa Dr	Highway	**Whittier Middle School**
New Amendment	Olympia Dr & Warner Ave	Highway	**Whittier Middle School**
New Amendment	Capitol Ave & Lovera Blvd	Highway	**Whittier Middle School**
New Amendment	Catalina Ave & El Monte Blvd	Highway	**Whittier Middle School**
New Amendment	El Monte Blvd & Neer Ave	Highway	**Whittier Middle School**
New Amendment	Santa Paula Ave & W Olmos Dr	High Traffic (Fresno St)	**Whittier Middle School**
New Amendment	Santa Monica & Santa Paula Ave	High Traffic (Fresno St)	**Whittier Middle School**
New Amendment	Santa Barbara & Santa Paula Ave	High Traffic (Fresno St)	**Whittier Middle School**
New Amendment	W Ridgewood Ct & Santa Paula Ave	High Traffic (Fresno St)	**Whittier Middle School**
New Amendment	Sacramento & Warner Ave	Highway	**Whittier Middle School**
New Amendment	Clower & Michigan Ave	Highway	**Whittier Middle School**
New Amendment	Clower & Warner Ave	Highway	**Whittier Middle School**
New Amendment	Catalina Ave & W Mariposa	Highway	**Whittier Middle School**
New Amendment	W Mariposa Dr & Neer Ave	Highway	**Whittier Middle School**
New Amendment	Buckeye Ave & Hermine Blvd	Highway	**Whittier Middle School**
New Amendment	Buckeye Ave & La Manda Blvd	Highway	**Whittier Middle School**
New Amendment	Brad Ave & W Hermosa Dr	Highway	**Wilson Elementary**
New Amendment	Fresno & Santa Paula Ave	Highway	**Wilson Elementary**
New Amendment	Sacramento & Santa Paula Ave	Highway	**Wilson Elementary**
New Amendment	Santa Paula Ave & Santa Barbara	Highway	**Wilson Elementary**
New Amendment	San Francisco & Santa Paula Ave	Highway	**Wilson Elementary**
New Amendment	Viendo St & Santa Paula Ave	Highway	**Wilson Elementary**
New Amendment	Sacramento & Warner Ave	High Traffic (Fresno St)	**Wilson Elementary**
New Amendment	Capitol Ave & W Wildwood Dr	Railroad	**Wilson Elementary**
New Amendment	Hillcrest Dr & Brandywine Ave	High Traffic (W Woodlawn)	**Woodlawn Hills Elementary**
New Amendment	Maiden Ln & Brandywine Ave	High Traffic (W Woodlawn)	**Woodlawn Hills Elementary**

2025-2026 Resolution for Hazardous Routes

New Amendment	Continental & Roanoke St	High Traffic (W Woodlawn)	**Woodlawn Hills Elementary**
New Amendment	Riverdale Dr & Roanoke St	High Traffic (W Woodlawn)	**Woodlawn Hills Elementary**
New Amendment	John Adams Dr & Colleen Dr	High Traffic (Bandera Rd)	**Woodlawn Hills Elementary**
New Amendment	Colleen Dr & Donaldson Ave	High Traffic (Bandera Rd)	**Woodlawn Hills Elementary**

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Approval of SB 546 Legislation Compliance: 3-Point Seat Belt Requirements for School Buses**

PURPOSE: **[ ] PRESENTATION/DISCUSSION**
[X] DISCUSSION/ACTION

REQUESTED BY: Patti Salzmann, Deputy Superintendent

PRESENTER: Jenny Arredondo, Chief Operations Officer
Lucy Kerley, Executive Director, Transportation Department

MEETING DATE: March 23, 2026

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the Action Plan presented on how the District will evaluate, plan, and determine the process in the initiative to seek funding for the SB 546 Legislation Compliance 3-Point Seat Belt Mandate. The action plan is included in the agenda packet.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Recommend that the Board approves the action plan presented regarding SB 546 legislation compliance 3-Point seat belt mandate.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2025 - 2026 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

☐ **Improve Reading and Writing Outcomes for all Students** - We will increase the percentage of all students who are Meets grade level in reading across all grades from 35% in August 2022, to 50% in August 2027.

☐ **Improve Math Outcomes for Black Students** - We will increase the percentage of Black students who score at Meets Grade Level on a Math STAAR assessment from 21% in 2025 to 50% in 2030, and all students from 27% in 2025 to 50% in 2030.

☐ **Improve College Readiness for Students with Disabilities** - We will increase the percentage of students with IEPs receiving instruction and services in the general education setting who meet the TSI College-Ready Standard in reading and math from 4% in August 2022, to 30% in August 2027.

☐ **Improve Social Emotional Readiness in all Students** - We will increase by 25% the percentage of all students who meet the "to be determined" SAISD Standard for Social Emotional Readiness from the August 2024 baseline, to baseline +25% in August 2027.

The following Board Guardrails were designed to represent the community values that must be protected while in pursuit of the Board Goals. (CHECK ALL THAT APPLY)

- ☐ **Embrace Our Community** - The Superintendent will not implement major decisions of the board without authentic community engagement, including students, staff, families, and community.
- ☐ **Support Excellent Schools in Every Neighborhood** - The Superintendent will not allow any neighborhood to be without a high-quality school.
- ☒ **Create Safe Environments** - The Superintendent will not allow students, staff, and families to learn and work in an environment that is not physically and emotionally safe.
- ☐ **Ensure Equitable Funding** - The Superintendent will not allow any school to be funded at a level that is inadequate to produce transformational learning in all students.

Description of Board Proposal:

Legislative Mandate
SB 546 requires all Texas school buses to have three-point seat belts for every occupant, eliminating previous exemptions.

Compliance Timeline
The law takes effect September 1, 2025, with full compliance mandated by September 1, 2029, ensuring phased implementation.

Accountability and Funding
School districts must report fleet and retrofit costs to TEA and may accept grants to aid compliance efforts.

SAISD Compliance Plan:
Description:
Fleet Evaluation: SAISD Transportation has 69 buses that were produced after 2010. The manufacturer states that these buses are eligible for retrofitting with new 3-point seat belt bench seats as necessary.

SAISD Transportation has 69 buses that were manufactured in 2010 and earlier. The manufacturer indicates that these buses are not suitable for retrofitting with new 3-point seat belt bench seats as required.

Action Plan:
The Transportation Department has been allocated **$735,000** for local buses and **$150,000** for special needs buses within the Vehicle Replacement Plan Budget. The intention is to utilize **$885,000** over a 3-year period to retrofit 69 buses. This amounts to a total funding of **$2,655,000**. The estimated cost to retrofit all 69 buses over the 3-year duration is **$2,112,487.89.** Consequently, this will result in an estimated surplus of **$542,512** from the retrofitted buses.

In the final year, the plan is to utilize the **$542,512** to initiate the procurement process for the remaining 69 buses that are ineligible for retrofitting. However, the remaining funds will only permit the district to acquire 3 buses, leaving 66 buses still needing to be purchased. The projected cost for these remaining buses is **$10,560,000**.

Strategy Plan:
The district will seek to identify various types of grants, bonds, or donations for the remaining purchases. Additionally, we would like to explore the possibility of including the bus purchases in the forthcoming bond election.

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Approval of the Quarterly Investment Report, October 2025 – December 2025**

PURPOSE: **[ ] PRESENTATION/DISCUSSION**
[X] DISCUSSION/ACTION

REQUESTED BY: Dorothy Carreon, Chief Financial Officer

PRESENTER: Dorothy Carreon

MEETING DATE: March 23, 2026

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The District, in accordance with the Public Funds Investment Act (PFIA), shall prepare a written report of investment transactions for all funds for the preceding report period. This investment report has been prepared and is being submitted for approval on a quarterly basis.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Resolve that the Board approve the attached Quarterly Investment Report for the period October 2025- December 2025.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

N/A

IV. 2025 - 2026 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

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The following Board Guardrails were designed to represent the community values that must be protected while in pursuit of the Board Goals. (CHECK ALL THAT APPLY)

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SAN ANTONIO ISD

Quarterly Investment Report

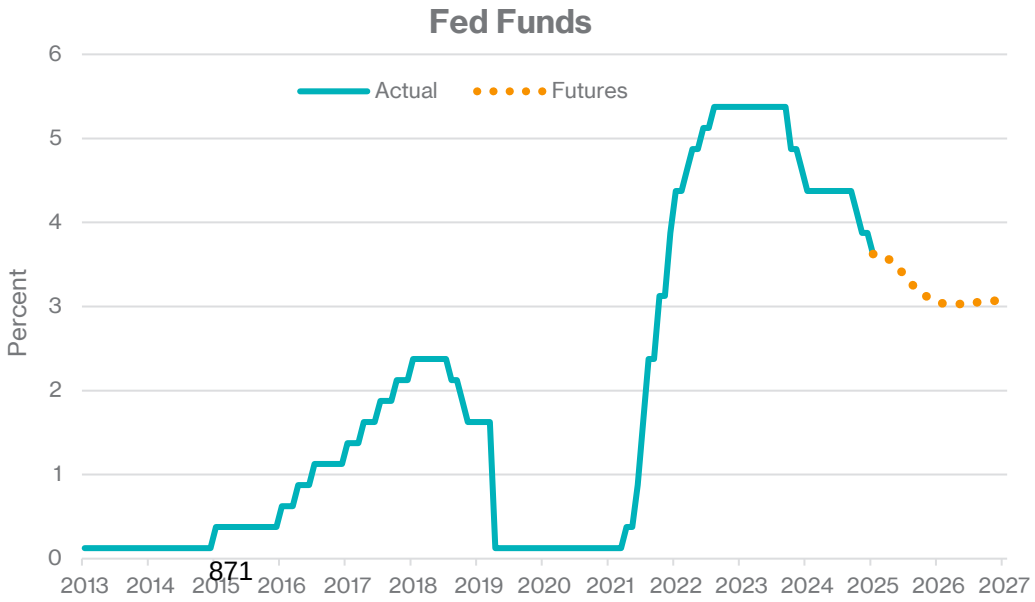
AS OF DECEMBER 31, 2025

MEEDER
PUBLIC FUNDS

OBSERVATIONS AND EXPECTATIONS

- Interest rates across the yield curve were lower for 2025, except for the 30-Yr T-Bond
- Softening of the labor market was the primary catalyst for lower rates
- GDP continued to grow strongly in Q3 2025, posting a 4.3% rate
- The futures market is projecting the Fed Funds rate to bottom out around 3% in 2026-27
- Inflation remains sticky and above the Fed 2 percent target rate

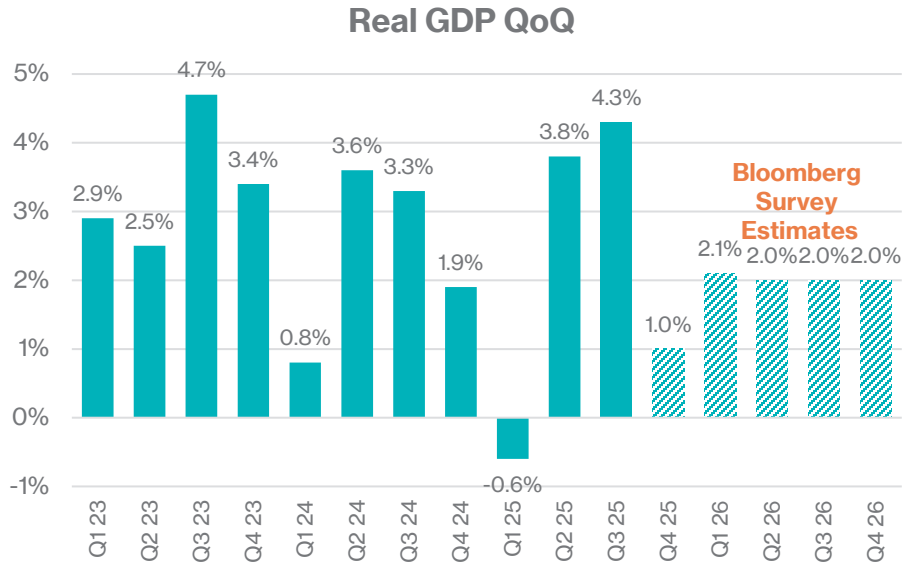
- The Fed Funds futures market is expecting two .25% rate cuts during 2026.
- The Federal Reserve's median Dot Plot shows only one cut for 2026.

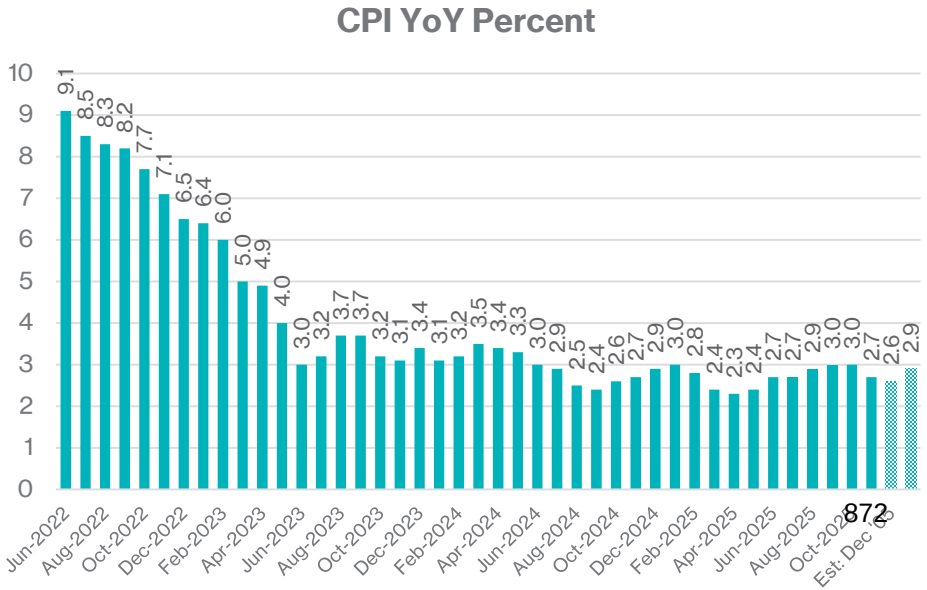


SOURCES: BLOOMBERG

- Economists surveyed by Bloomberg are expecting a slowing of GDP for Q4 2025 due to the federal government shutdown.
- Consumer spending, which comprises about 70% of U.S. economic activity, is projected to remain positive for 2026, especially spending by those in the upper-half of income levels.

SOURCES: BLOOMBERG

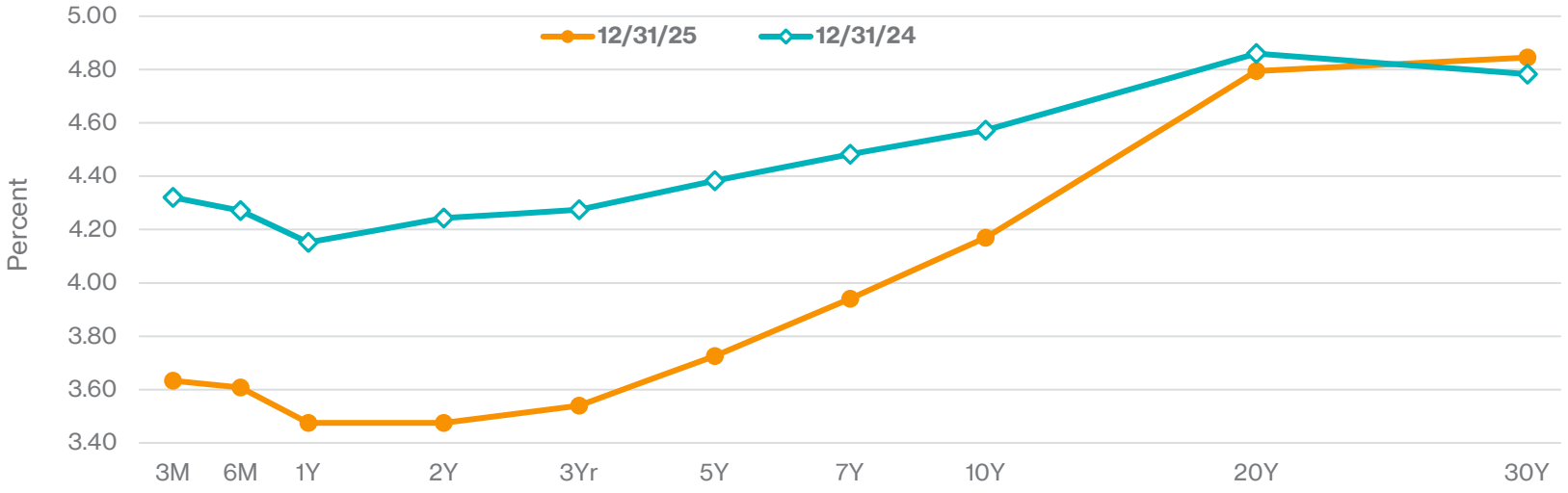




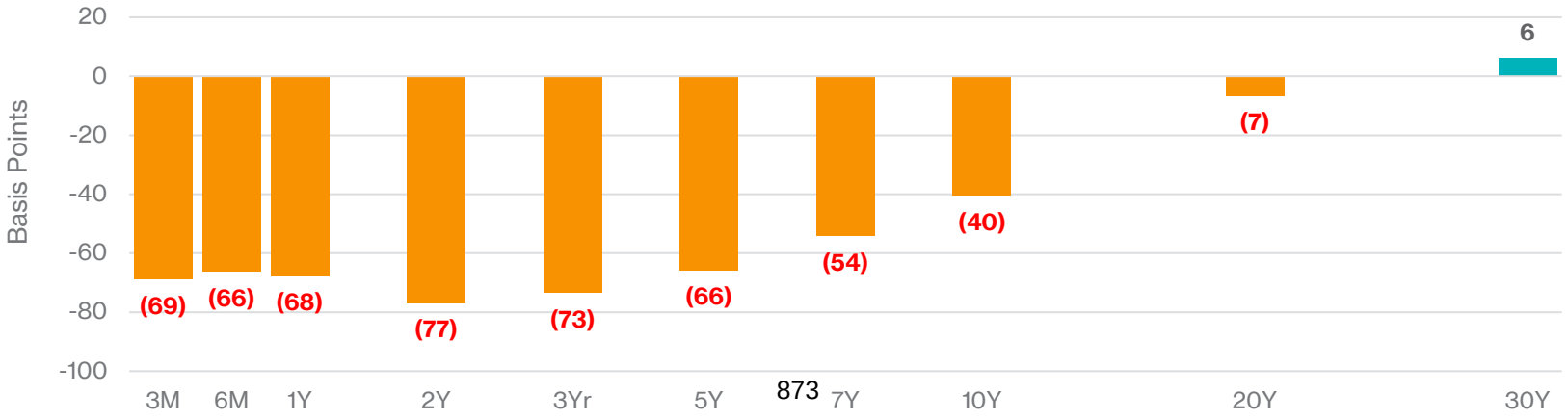
- Inflation remains above the Fed's 2% target on a year-over-year basis.
- Bloomberg's survey of economists predicts inflation will climb in the first part of 2026.

SOURCES: BLOOMBERG

U.S. Treasury Yield Curve Change



Basis Point Change



SOURCES: BLOOMBERG

MEEDER
PUBLIC FUNDS

Compliance Certification

The undersigned acknowledge they have reviewed this quarterly investment report for the period ending December 31, 2025. Officials designated as investment officers by this entity's Investment Policy attest that all investments comply with the Texas Public Funds Investment Act and this entity's Investment Policy.

Shanna Toborg

Shanna Toborg, Director, Treasury & Cash Mgmt

Velinda Z. Salas

Velinda Salas, Executive Director, Budget & Finance

Dorothy Carreon

Dorothy Carreon, CFO, Financial Services & Business Ops

MEEDER PUBLIC FUNDS

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MEEDER
PUBLIC FUNDS

Portfolio Statistics

3.35
Weighted Average Yield to Maturity

0.24
Weighted Average Maturity (Years)

0.24
Portfolio Effective Duration (Years)

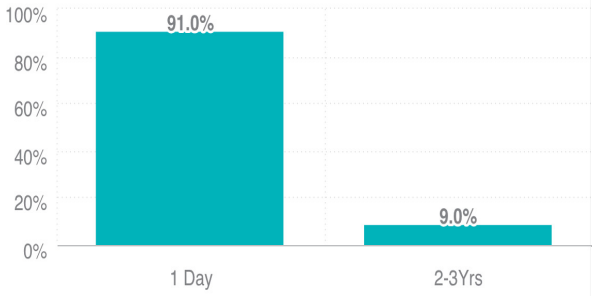
0.24
Weighted Average Life (Years)

AAA
Average Credit Rating

Portfolio Position

Par Value	$536,678,948
Principal Cost	$536,678,948
Book Value	$536,678,948
Market Value	$536,678,948
Unrealized Gain/Loss	$0
Accrued Interest	$398,995

Maturity Distribution



Sector Allocation

LGIP	65.19%
Money Market Funds	24.03%
Repo	8.97%
Bank Deposits	1.81%

MEEDER PUBLIC FUNDS

Quarterly Portfolio Summary

This quarterly report is prepared in compliance with the Investment Policy and the Strategy of this entity and the Public Funds Investment Act (Chapter 2256, Texas Government Code).

Portfolio as of September 30, 2025

BEGINNING BOOK VALUE	$498,824,613.63
BEGINNING MARKET VALUE	$498,824,613.63
UNREALIZED GAIN/(LOSS)	$0.00
WEIGHTED AVERAGE MATURITY (YEARS)	0.28
WEIGHTED AVERAGE YIELD	3.65

Portfolio as of December 31, 2025

ENDING BOOK VALUE	$536,678,948.47
ENDING MARKET VALUE	$536,678,948.47
INVESTMENT INCOME FOR THE PERIOD	$4,704,411.63
UNREALIZED GAIN/(LOSS)	$0.00
CHANGE IN UNREALIZED GAIN/(LOSS)	$0.00
WEIGHTED AVERAGE MATURITY (YEARS)	0.24
WEIGHTED AVERAGE YIELD	3.35

MEEDER PUBLIC FUNDS

Quarterly Portfolio Summary By Fund

PORTFOLIO MARKET VALUE BY FUND	09/30/2025	12/31/2025	CHANGE	INTEREST EARNED
BUILDING FUND 2019	5,733.76	5,791.36	57.60	57.60
BUILDING FUND 2020	11,311,361.42	8,506,370.82	-2,804,990.60	98,508.64
BUILDING FUND 2022	217,127,175.87	102,375,733.51	-114,751,442.36	1,376,918.27
BUILDING FUND QSCB	6,112.17	6,173.32	61.15	61.15
CAP PROJ 2020, SER 2025	15,729,311.53	14,185,272.46	-1,544,039.07	146,563.52
CHILD NUTRITION	1,625,455.46	3,178,351.29	1,552,895.83	18,017.73
DEBT SERVICE	122,604,422.25	145,418,142.18	22,813,719.93	1,154,717.08
GENERAL DISBURSEMENT	120,235,197.10	255,858,002.33	135,622,805.23	1,826,070.68
SELF-FUNDED INSURANCE	2,662,816.71	1,544,455.56	-1,118,361.15	10,809.96
STUDENT ACTIVITY	3,157,964.66	3,189,796.87	31,832.21	31,832.21
WALLACE FOUNDATION GRANT	4,359,062.70	2,410,858.77	-1,948,203.93	40,854.79
TOTAL	**498,824,613.63**	**536,678,948.47**	**37,854,334.84**	**4,704,411.63**

MEEDER PUBLIC FUNDS

Portfolio Overview

SECURITY TYPE	PAR VALUE	MARKET VALUE	BOOK VALUE	% OF PORTFOLIO	DAYS TO MATURITY	YIELD
Bank Deposits	9,715,223.19	9,715,223.19	9,715,223.19	1.81%	1	0.00
LGIP	349,875,612.61	349,875,612.61	349,875,612.61	65.19%	1	3.79
Money Market Funds	128,961,688.25	128,961,688.25	128,961,688.25	24.03%	1	3.66
Repo	48,126,424.42	48,126,424.42	48,126,424.42	8.97%	958	0.00
TOTAL	**536,678,948.47**	**536,678,948.47**	**536,678,948.47**	**100.00%**	**87**	**3.35**

CASH AND ACCRUED INTEREST						
Purchased Accrued Interest		0.00	0.00			
TOTAL CASH AND INVESTMENTS	**536,678,948.47**	**536,678,948.47**	**536,678,948.47**		**87**	**3.35**

TOTAL EARNINGS

	CURRENT QUARTER
	4,704,411.63

MEEDER PUBLIC FUNDS

Summary by Type

SECURITY TYPE	# OF SECURITIES	PAR VALUE	BOOK VALUE	% OF PORTFOLIO	YIELD	DAYS TO FINAL MATURITY
BUILDING FUND 2019						
LGIP	1	5,791.36	5,791.36	0.00	3.82	1
TOTAL	**1**	**5,791.36**	**5,791.36**	**0.00**	**3.82**	**1**
BUILDING FUND 2020						
LGIP	1	8,506,370.82	8,506,370.82	1.59	3.82	1
TOTAL	**1**	**8,506,370.82**	**8,506,370.82**	**1.59**	**3.82**	**1**
BUILDING FUND 2022						
Money Market Funds	1	102,375,733.51	102,375,733.51	19.08	3.66	1
TOTAL	**1**	**102,375,733.51**	**102,375,733.51**	**19.08**	**3.66**	**1**
BUILDING FUND QSCB						
Money Market Funds	1	6,173.32	6,173.32	0.00	3.71	1
TOTAL	**1**	**6,173.32**	**6,173.32**	**0.00**	**3.71**	**1**
CAP PROJ 2020, SER 2025						
LGIP	1	14,185,272.46	14,185,272.46	2.64	3.77	1
TOTAL	**1**	**14,185,272.46**	**14,185,272.46**	**2.64**	**3.77**	**1**
CHILD NUTRITION						
Bank Deposits	1	834,886.05	834,886.05	0.16	0.00	1
LGIP	1	2,343,465.24	2,343,465.24	0.44	3.77	1
TOTAL	**2**	**3,178,351.29**	**3,178,351.29**	**0.59**	**2.78**	**1**
DEBT SERVICE						
LGIP	2	84,546,442.72	84,546,442.72	15.75	3.78	1
Money Market Funds	1	12,745,275.04	12,745,275.04	2.37	3.66	1
Repo	2	48,126,424.42	48,126,424.42	8.97	0.00	958

MEEDER PUBLIC FUNDS

Summary by Type

SECURITY TYPE	# OF SECURITIES	PAR VALUE	BOOK VALUE	% OF PORTFOLIO	YIELD	DAYS TO FINAL MATURITY
TOTAL	**5**	**145,418,142.18**	**145,418,142.18**	**27.10**	**2.52**	**318**
GENERAL DISBURSEMENT						
Bank Deposits	1	8,080,337.14	8,080,337.14	1.51	0.00	1
LGIP	5	236,354,017.58	236,354,017.58	44.04	3.80	1
Money Market Funds	1	11,423,647.61	11,423,647.61	2.13	3.66	1
TOTAL	**7**	**255,858,002.33**	**255,858,002.33**	**47.67**	**3.67**	**1**
SELF-FUNDED INSURANCE						
Bank Deposits	1	800,000.00	800,000.00	0.15	0.00	1
LGIP	1	744,455.56	744,455.56	0.14	3.77	1
TOTAL	**2**	**1,544,455.56**	**1,544,455.56**	**0.29**	**1.82**	**1**
STUDENT ACTIVITY						
LGIP	1	3,189,796.87	3,189,796.87	0.59	3.82	1
TOTAL	**1**	**3,189,796.87**	**3,189,796.87**	**0.59**	**3.82**	**1**
WALLACE FOUNDATION GRANT						
Money Market Funds	1	2,410,858.77	2,410,858.77	0.45	3.71	1
TOTAL	**1**	**2,410,858.77**	**2,410,858.77**	**0.45**	**3.71**	**1**
GRAND TOTAL	**23**	**536,678,948.47**	**536,678,948.47**	**100.00**	**3.35**	**87**

MEEDER PUBLIC FUNDS

Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
BUILDING FUND 2019												
LGIP												
TEXSTAR	TexSTAR	12/31/2025 12/31/2025	5,791.36	5,791.36 0.00	5,791.36	3.82		1	1.00 5,791.36	0.00 5,791.36	0.00	 AAA
LGIP TOTAL			**5,791.36**	**5,791.36** **0.00**	**5,791.36**	**3.82**		**1**	**1.00** **5,791.36**	**0.00** **5,791.36**	**0.00**	**AAA**
BUILDING FUND 2019 TOTAL			**5,791.36**	**5,791.36** **0.00**	**5,791.36**	**3.82**		**1**	 **5,791.36**	**0.00** **5,791.36**	**0.00**	**AAA**
BUILDING FUND 2020												
LGIP												
TEXPOOL	TexPool	12/31/2025 12/31/2025	8,506,370.82	8,506,370.82 0.00	8,506,370.82	3.82		1	1.00 8,506,370.82	0.00 8,506,370.82	1.59	 AAA
LGIP TOTAL			**8,506,370.82**	**8,506,370.82** **0.00**	**8,506,370.82**	**3.82**		**1**	**1.00** **8,506,370.82**	**0.00** **8,506,370.82**	**1.59**	**AAA**
BUILDING FUND 2020 TOTAL			**8,506,370.82**	**8,506,370.82** **0.00**	**8,506,370.82**	**3.82**		**1**	 **8,506,370.82**	**0.00** **8,506,370.82**	**1.59**	**AAA**
BUILDING FUND 2022												
MONEY MARKET FUNDS												
4812C0670	JPMORGAN:US GVT MM;CAP	12/31/2025 12/31/2025	102,375,733.51	102,375,733.51 0.00	102,375,733.51	3.66		1	1.00 102,375,733.51	0.00 102,375,733.51	19.08	Aaa AAA
MONEY MARKET FUNDS TOTAL			**102,375,733.51**	**102,375,733.51** **0.00**	**102,375,733.51**	**3.66**		**1**	**1.00** **102,375,733.51**	**0.00** **102,375,733.51**	**19.08**	**AAA**
BUILDING FUND 2022 TOTAL			**102,375,733.51**	**102,375,733.51** **0.00**	**102,375,733.51**	**3.66**		**1**	 **102,375,733.51**	**0.00** **102,375,733.51**	**19.08**	**AAA**
BUILDING FUND QSCB												
MONEY MARKET FUNDS												
4812C0670	JPMORGAN:US GVT MM;CAP	12/31/2025 12/31/2025	6,173.32	6,173.32 0.00	6,173.32	3.71		1	1.00 6,173.32	0.00 6,173.32	0.00	Aaa AAA
MONEY MARKET FUNDS TOTAL			**6,173.32**	**6,173.32** **0.00**	**6,173.32**	**3.71**		**1**	**1.00** **6,173.32**	**0.00** **6,173.32**	**0.00**	**AAA**
BUILDING FUND QSCB TOTAL			**6,173.32**	**6,173.32** **0.00**	**6,173.32**	**3.71**		**1**	 **6,173.32**	**0.00** **6,173.32**	**0.00**	**AAA**

MEEDER PUBLIC FUNDS

Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
CAP PROJ 2020, SER 2025												
LGIP												
LSGO	Lone Star Invest Pool - Government Overnight	12/31/2025 12/31/2025	14,185,272.46	14,185,272.46 0.00	14,185,272.46	3.77		1	1.00 14,185,272.46	0.00 14,185,272.46	2.64	 AAA
LGIP TOTAL			**14,185,272.46**	**14,185,272.46** **0.00**	**14,185,272.46**	**3.77**		**1**	**1.00** **14,185,272.46**	**0.00** **14,185,272.46**	**2.64**	**AAA**
CAP PROJ 2020, SER 2025 TOTAL			**14,185,272.46**	**14,185,272.46** **0.00**	**14,185,272.46**	**3.77**		**1**	**14,185,272.46**	**0.00** **14,185,272.46**	**2.64**	**AAA**
CHILD NUTRITION												
BANK DEPOSITS												
10585769	Frost Bank Public Fund Checking Account	12/31/2025 12/31/2025	834,886.05	834,886.05 0.00	834,886.05	0.00		1	1.00 834,886.05	0.00 834,886.05	0.16	NA NA
BANK DEPOSITS TOTAL			**834,886.05**	**834,886.05** **0.00**	**834,886.05**	**0.00**		**1**	**1.00** **834,886.05**	**0.00** **834,886.05**	**0.16**	**NA**
LGIP												
LSGO	Lone Star Invest Pool - Government Overnight	12/31/2025 12/31/2025	2,343,465.24	2,343,465.24 0.00	2,343,465.24	3.77		1	1.00 2,343,465.24	0.00 2,343,465.24	0.44	 AAA
LGIP TOTAL			**2,343,465.24**	**2,343,465.24** **0.00**	**2,343,465.24**	**3.77**		**1**	**1.00** **2,343,465.24**	**0.00** **2,343,465.24**	**0.44**	**AAA**
CHILD NUTRITION TOTAL			**3,178,351.29**	**3,178,351.29** **0.00**	**3,178,351.29**	**2.78**		**1**	**3,178,351.29**	**0.00** **3,178,351.29**	**0.59**	**AAA**
DEBT SERVICE												
LGIP												
TEXPOOL	TexPool	12/31/2025 12/31/2025	11,473,609.19	11,473,609.19 0.00	11,473,609.19	3.82		1	1.00 11,473,609.19	0.00 11,473,609.19	2.14	 AAA
LSGO	Lone Star Invest Pool - Government Overnight	12/31/2025 12/31/2025	73,072,833.53	73,072,833.53 0.00	73,072,833.53	3.77		1	1.00 73,072,833.53	0.00 73,072,833.53	13.62	 AAA
LGIP TOTAL			**84,546,442.72**	**84,546,442.72** **0.00**	**84,546,442.72**	**3.78**		**1**	**1.00** **84,546,442.72**	**0.00** **84,546,442.72**	**15.75**	**AAA**
MONEY MARKET FUNDS												
4812C0670	JPMORGAN:US GVT MM;CAP	12/31/2025 12/31/2025	12,745,275.04	12,745,275.04 0.00	12,745,275.04	3.66		1	1.00 12,745,275.04	0.00 12,745,275.04	2.37	Aaa AAA

MEEDER PUBLIC FUNDS

Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
MONEY MARKET FUNDS TOTAL			**12,745,275.04**	**12,745,275.04 0.00**	**12,745,275.04**	**3.66**		**1**	**1.00 12,745,275.04**	**0.00 12,745,275.04**	**2.37**	**AAA**
REPO												
242361729REPO	Deutsche Bank Flex Repo	09/30/2025 09/30/2025	3,466,165.32	3,466,165.32 0.00	3,466,165.32	0.00	08/15/2028	958	100.00 3,466,165.32	0.00 3,466,165.32	0.65	NA NA
242361729REPO	Deutsche Bank Flex Repo	03/31/2025 03/31/2025	44,660,259.10	44,660,259.10 0.00	44,660,259.10	0.00	08/15/2028	958	100.00 44,660,259.10	0.00 44,660,259.10	8.32	NA NA
REPO TOTAL			**48,126,424.42**	**48,126,424.42 0.00**	**48,126,424.42**	**0.00**		**958**	**100.00 48,126,424.42**	**0.00 48,126,424.42**	**8.97**	**NA**
DEBT SERVICE TOTAL			**145,418,142.18**	**145,418,142.18 0.00**	**145,418,142.18**	**2.52**		**318**	**145,418,142.18**	**0.00 145,418,142.18**	**27.10**	**AAA**
GENERAL DISBURSEMENT												
BANK DEPOSITS												
10585777	Frost Bank Public Fund Checking Account	12/31/2025 12/31/2025	8,080,337.14	8,080,337.14 0.00	8,080,337.14	0.00		1	1.00 8,080,337.14	0.00 8,080,337.14	1.51	NA NA
BANK DEPOSITS TOTAL			**8,080,337.14**	**8,080,337.14 0.00**	**8,080,337.14**	**0.00**		**1**	**1.00 8,080,337.14**	**0.00 8,080,337.14**	**1.51**	**NA**
LGIP												
TXRANGE	Texas Range TexasDAILY Fund	12/31/2025 12/31/2025	8,362.15	8,362.15 0.00	8,362.15	3.82		1	1.00 8,362.15	0.00 8,362.15	0.00	AAA
TXCLASS	Texas CLASS	12/31/2025 12/31/2025	8,149,816.26	8,149,816.26 0.00	8,149,816.26	3.93		1	1.00 8,149,816.26	0.00 8,149,816.26	1.52	AAA
TEXSTAR	TexSTAR	12/31/2025 12/31/2025	4,077,810.50	4,077,810.50 0.00	4,077,810.50	3.82		1	1.00 4,077,810.50	0.00 4,077,810.50	0.76	AAA
LSGO	Lone Star Invest Pool - Government Overnight	12/31/2025 12/31/2025	122,544,245.24	122,544,245.24 0.00	122,544,245.24	3.77		1	1.00 122,544,245.24	0.00 122,544,245.24	22.83	AAA
TEXPOOL	TexPool	12/31/2025 12/31/2025	101,573,783.43	101,573,783.43 0.00	101,573,783.43	3.82		1	1.00 101,573,783.43	0.00 101,573,783.43	18.93	AAA
LGIP TOTAL			**236,354,017.58**	**236,354,017.58 0.00**	**236,354,017.58**	**3.80**		**1**	**1.00 236,354,017.58**	**0.00 236,354,017.58**	**44.04**	**AAA**
MONEY MARKET FUNDS												
4812C0670	JPMORGAN:US GVT MM;CAP	12/31/2025 12/31/2025	11,423,647.61	11,423,647.61 0.00	11,423,647.61	3.66		1	1.00 11,423,647.61	0.00 11,423,647.61	2.13	Aaa AAA
MONEY MARKET FUNDS TOTAL			**11,423,647.61**	**11,423,647.61 0.00**	**11,423,647.61**	**3.66**		**1**	**1.00 11,423,647.61**	**0.00 11,423,647.61**	**2.13**	**AAA**
GENERAL DISBURSEMENT TOTAL			**255,858,002.33**	**255,858,002.33 0.00**	**255,858,002.33**	**3.67**		**1**	**255,858,002.33**	**0.00 255,858,002.33**	**47.67**	**AAA**

MEEDER PUBLIC FUNDS

Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
SELF-FUNDED INSURANCE												
BANK DEPOSITS												
10585742	Frost Bank Public Fund Checking Account	12/31/2025 12/31/2025	800,000.00	800,000.00 0.00	800,000.00	0.00		1	1.00 800,000.00	0.00 800,000.00	0.15	NA NA
BANK DEPOSITS TOTAL			**800,000.00**	**800,000.00** **0.00**	**800,000.00**	**0.00**		**1**	**1.00** **800,000.00**	**0.00** **800,000.00**	**0.15**	**NA**
LGIP												
LSGO	Lone Star Invest Pool - Government Overnight	12/31/2025 12/31/2025	744,455.56	744,455.56 0.00	744,455.56	3.77		1	1.00 744,455.56	0.00 744,455.56	0.14	AAA
LGIP TOTAL			**744,455.56**	**744,455.56** **0.00**	**744,455.56**	**3.77**		**1**	**1.00** **744,455.56**	**0.00** **744,455.56**	**0.14**	**AAA**
SELF-FUNDED INSURANCE TOTAL			**1,544,455.56**	**1,544,455.56** **0.00**	**1,544,455.56**	**1.82**		**1**	**1,544,455.56**	**0.00** **1,544,455.56**	**0.29**	**AAA**
STUDENT ACTIVITY												
LGIP												
TEXPOOL	TexPool	12/31/2025 12/31/2025	3,189,796.87	3,189,796.87 0.00	3,189,796.87	3.82		1	1.00 3,189,796.87	0.00 3,189,796.87	0.59	AAA
LGIP TOTAL			**3,189,796.87**	**3,189,796.87** **0.00**	**3,189,796.87**	**3.82**		**1**	**1.00** **3,189,796.87**	**0.00** **3,189,796.87**	**0.59**	**AAA**
STUDENT ACTIVITY TOTAL			**3,189,796.87**	**3,189,796.87** **0.00**	**3,189,796.87**	**3.82**		**1**	**3,189,796.87**	**0.00** **3,189,796.87**	**0.59**	**AAA**
WALLACE FOUNDATION GRANT												
MONEY MARKET FUNDS												
4812C0670	JPMORGAN:US GVT MM;CAP	12/31/2025 12/31/2025	2,410,858.77	2,410,858.77 0.00	2,410,858.77	3.71		1	1.00 2,410,858.77	0.00 2,410,858.77	0.45	Aaa AAA
MONEY MARKET FUNDS TOTAL			**2,410,858.77**	**2,410,858.77** **0.00**	**2,410,858.77**	**3.71**		**1**	**1.00** **2,410,858.77**	**0.00** **2,410,858.77**	**0.45**	**AAA**
WALLACE FOUNDATION GRANT TOTAL			**2,410,858.77**	**2,410,858.77** **0.00**	**2,410,858.77**	**3.71**		**1**	**2,410,858.77**	**0.00** **2,410,858.77**	**0.45**	**AAA**

MEEDER PUBLIC FUNDS

Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
GRAND TOTAL			536,678,948.47	536,678,948.47 0.00	536,678,948.47	3.35		87	 536,678,948.47	0.00 536,678,948.47	100.00	AAA

MEEDER PUBLIC FUNDS

Cash Reconciliation Report

DEBT SERVICE

POST DATE	IDENTIFIER	DESCRIPTION	PAR VALUE	FINAL MATURITY	PRINCIPAL	AMOUNT
COUPON						
12/31/2025	242361729REPO	Deutsche Bank Flex Repo	0.00	08/15/2028	0.00	340,628.14
COUPON TOTAL			**0.00**		**0.00**	**340,628.14**

MEEDER
PUBLIC FUNDS

Transaction Statement

No activity during current period

MEEDER PUBLIC FUNDS

Amortization Schedule

CUSIP	DESCRIPTION	PAR VALUE	PRINCIPAL COST	ORIGINAL PREMIUM OR DISCOUNT	BEGINNING BOOK VALUE	CURRENT PERIOD AMORT	ENDING BOOK VALUE	TOTAL AMORTIZATION	UNAMORTIZED BALANCE
DEBT SERVICE									
242361729REPO	Deutsche Bank Flex Repo	44,660,259.10	44,660,259.10	0.00	44,660,259.10	0.00	44,660,259.10	0.00	0.00
242361729REPO	Deutsche Bank Flex Repo	3,466,165.32	3,466,165.32	0.00	3,466,165.32	0.00	3,466,165.32	0.00	0.00
TOTAL		**48,126,424.42**	**48,126,424.42**	**0.00**	**48,126,424.42**	**0.00**	**48,126,424.42**	**0.00**	**0.00**
GRAND TOTAL		**48,126,424.42**	**48,126,424.42**	**0.00**	**48,126,424.42**	**0.00**	**48,126,424.42**	**0.00**	**0.00**

MEEDER PUBLIC FUNDS

Accrued Interest Schedule

IDENTIFIER	DESCRIPTION	SETTLE DATE	PAR VALUE	PRINCIPAL COST	BEGINNING ACCRUED INTEREST	PURCHASED INTEREST	CURRENT PERIOD ACCRUAL	INTEREST RECEIVED	ENDING ACCRUED INTEREST
BUILDING FUND 2019									
TEXSTAR	TexSTAR	2025-12-31	5,791.36	5,791.36	0.00	0.00	57.60	57.60	0.00
TOTAL			**5,791.36**	**5,791.36**	**0.00**	**0.00**	**57.60**	**57.60**	**0.00**
BUILDING FUND 2020									
TEXPOOL	TexPool	2025-12-31	8,506,370.82	8,506,370.82	0.00	0.00	98,508.64	98,508.64	0.00
TOTAL			**8,506,370.82**	**8,506,370.82**	**0.00**	**0.00**	**98,508.64**	**98,508.64**	**0.00**
BUILDING FUND 2022									
4812C0670	JPMORGAN:US GVT MM;CAP	2025-12-31	102,375,733.51	102,375,733.51	733,688.62	0.00	1,376,918.27	1,787,816.41	322,790.48
TOTAL			**102,375,733.51**	**102,375,733.51**	**733,688.62**	**0.00**	**1,376,918.27**	**1,787,816.41**	**322,790.48**
BUILDING FUND QSCB									
4812C0670	JPMORGAN:US GVT MM;CAP	2025-12-31	6,173.32	6,173.32	0.00	0.00	61.15	61.15	0.00
TOTAL			**6,173.32**	**6,173.32**	**0.00**	**0.00**	**61.15**	**61.15**	**0.00**
CAP PROJ 2020, SER 2025									
LSGO	Lone Star Invest Pool - Government Overnight	2025-12-31	14,185,272.46	14,185,272.46	0.00	0.00	146,563.52	146,563.52	0.00
TOTAL			**14,185,272.46**	**14,185,272.46**	**0.00**	**0.00**	**146,563.52**	**146,563.52**	**0.00**
CHILD NUTRITION									
10585769	Frost Bank Public Fund Checking Account	2025-12-31	834,886.05	834,886.05	0.00	0.00	0.00	0.00	0.00
LSGO	Lone Star Invest Pool - Government Overnight	2025-12-31	2,343,465.24	2,343,465.24	0.00	0.00	18,017.73	18,017.73	0.00
TOTAL			**3,178,351.29**	**3,178,351.29**	**0.00**	**0.00**	**18,017.73**	**18,017.73**	**0.00**
DEBT SERVICE									
242361729REPO	Deutsche Bank Flex Repo	2025-03-31	44,660,259.10	44,660,259.10	0.00	0.00	316,095.39	316,095.39	0.00
242361729REPO	Deutsche Bank Flex Repo	2025-09-30	3,466,165.32	3,466,165.32	0.00	0.00	24,532.75	24,532.75	0.00

MEEDER PUBLIC FUNDS

Accrued Interest Schedule

IDENTIFIER	DESCRIPTION	SETTLE DATE	PAR VALUE	PRINCIPAL COST	BEGINNING ACCRUED INTEREST	PURCHASED INTEREST	CURRENT PERIOD ACCRUAL	INTEREST RECEIVED	ENDING ACCRUED INTEREST
4812C0670	JPMORGAN:US GVT MM;CAP	2025-12-31	12,745,275.04	12,745,275.04	42,640.98	0.00	123,813.51	126,268.66	40,185.83
LSGO	Lone Star Invest Pool - Government Overnight	2025-12-31	73,072,833.53	73,072,833.53	0.00	0.00	575,776.00	575,776.00	0.00
TEXPOOL	TexPool	2025-12-31	11,473,609.19	11,473,609.19	0.00	0.00	114,499.43	114,499.43	0.00
TOTAL			**145,418,142.18**	**145,418,142.18**	**42,640.98**	**0.00**	**1,154,717.08**	**1,157,172.23**	**40,185.83**
GENERAL DISBURSEMENT									
10585777	Frost Bank Public Fund Checking Account	2025-12-31	8,080,337.14	8,080,337.14	0.00	0.00	0.00	0.00	0.00
4812C0670	JPMORGAN:US GVT MM;CAP	2025-12-31	11,423,647.61	11,423,647.61	38,219.30	0.00	110,974.61	113,175.17	36,018.74
LSGO	Lone Star Invest Pool - Government Overnight	2025-12-31	122,544,245.24	122,544,245.24	0.00	0.00	796,713.61	796,713.61	0.00
TEXPOOL	TexPool	2025-12-31	101,573,783.43	101,573,783.43	0.00	0.00	793,598.42	793,598.42	0.00
TEXSTAR	TexSTAR	2025-12-31	4,077,810.50	4,077,810.50	0.00	0.00	40,572.21	40,572.21	0.00
TXCLASS	Texas CLASS	2025-12-31	8,149,816.26	8,149,816.26	0.00	0.00	84,128.52	84,128.52	0.00
TXRANGE	Texas Range TexasDAILY Fund	2025-12-31	8,362.15	8,362.15	0.00	0.00	83.31	83.31	0.00
TOTAL			**255,858,002.33**	**255,858,002.33**	**38,219.30**	**0.00**	**1,826,070.68**	**1,828,271.24**	**36,018.74**
SELF-FUNDED INSURANCE									
10585742	Frost Bank Public Fund Checking Account	2025-12-31	800,000.00	800,000.00	0.00	0.00	0.00	0.00	0.00
LSGO	Lone Star Invest Pool - Government Overnight	2025-12-31	744,455.56	744,455.56	0.00	0.00	10,809.96	10,809.96	0.00
TOTAL			**1,544,455.56**	**1,544,455.56**	**0.00**	**0.00**	**10,809.96**	**10,809.96**	**0.00**
STUDENT ACTIVITY									
TEXPOOL	TexPool	2025-12-31	3,189,796.87	3,189,796.87	0.00	0.00	31,832.21	31,832.21	0.00
TOTAL			**3,189,796.87**	**3,189,796.87**	**0.00**	**0.00**	**31,832.21**	**31,832.21**	**0.00**
WALLACE FOUNDATION GRANT									
4812C0670	JPMORGAN:US GVT MM;CAP	2025-12-31	2,410,858.77	2,410,858.77	0.00	0.00	40,854.79	40,854.79	0.00
TOTAL			**2,410,858.77**	**2,410,858.77**	**0.00**	**0.00**	**40,854.79**	**40,854.79**	**0.00**

MEEDER PUBLIC FUNDS

Accrued Interest Schedule

IDENTIFIER	DESCRIPTION	SETTLE DATE	PAR VALUE	PRINCIPAL COST	BEGINNING ACCRUED INTEREST	PURCHASED INTEREST	CURRENT PERIOD ACCRUAL	INTEREST RECEIVED	ENDING ACCRUED INTEREST
GRAND TOTAL			536,678,948.47	536,678,948.47	814,548.90	0.00	4,704,411.63	5,119,965.48	398,995.05

MEEDER PUBLIC FUNDS

Earnings by Fund

CUSIP	DESCRIPTION	ENDING PAR VALUE	BEGINNING BOOK VALUE	ENDING BOOK VALUE	FINAL MATURITY	COUPON RATE	YIELD	INTEREST EARNED	NET AMORTIZATION/ ACCRETION INCOME	NET REALIZED GAIN/LOSS	ADJUSTED INTEREST EARNINGS
BUILDING FUND 2019											
TEXSTAR	TexSTAR	5,791.36	5,733.76	5,791.36	12/31/2025	5.30	3.82	57.60	0.00	0.00	57.60
TOTAL		**5,791.36**	**5,733.76**	**5,791.36**		**5.30**	**3.82**	**57.60**	**0.00**	**0.00**	**57.60**
BUILDING FUND 2020											
TEXPOOL	TexPool	8,506,370.82	11,311,361.42	8,506,370.82	12/31/2025	5.34	3.82	98,508.64	0.00	0.00	98,508.64
TOTAL		**8,506,370.82**	**11,311,361.42**	**8,506,370.82**		**5.34**	**3.82**	**98,508.64**	**0.00**	**0.00**	**98,508.64**
BUILDING FUND 2022											
4812C0670	JPMORGAN:US GVT MM;CAP	102,375,733.51	217,127,175.87	102,375,733.51	12/31/2025	3.68	3.66	1,376,918.27	0.00	0.00	1,376,918.27
TOTAL		**102,375,733.51**	**217,127,175.87**	**102,375,733.51**		**3.68**	**3.66**	**1,376,918.27**	**0.00**	**0.00**	**1,376,918.27**
BUILDING FUND QSCB											
4812C0670	JPMORGAN:US GVT MM;CAP	6,173.32	6,112.17	6,173.32	12/31/2025	3.57	3.71	61.15	0.00	0.00	61.15
TOTAL		**6,173.32**	**6,112.17**	**6,173.32**		**3.57**	**3.71**	**61.15**	**0.00**	**0.00**	**61.15**
CAP PROJ 2020, SER 2025											
LSGO	Lone Star Invest Pool - Government Overnight	14,185,272.46	15,729,311.53	14,185,272.46	12/31/2025	0.00	3.77	146,563.52	0.00	0.00	146,563.52
TOTAL		**14,185,272.46**	**15,729,311.53**	**14,185,272.46**		**0.00**	**3.77**	**146,563.52**	**0.00**	**0.00**	**146,563.52**
CHILD NUTRITION											
10585769	Frost Bank Public Fund Checking Account	834,886.05	134,988.00	834,886.05	12/31/2025	0.00	0.00	0.00	0.00	0.00	0.00
LSGO	Lone Star Invest Pool - Government Overnight	2,343,465.24	1,490,467.46	2,343,465.24	12/31/2025	0.00	3.77	18,017.73	0.00	0.00	18,017.73
TOTAL		**3,178,351.29**	**1,625,455.46**	**3,178,351.29**		**0.00**	**2.78**	**18,017.73**	**0.00**	**0.00**	**18,017.73**
DEBT SERVICE											
242361729REPO	Deutsche Bank Flex Repo	44,660,259.10	44,660,259.10	44,660,259.10	08/15/2028	0.00	0.00	316,095.39	0.00	0.00	316,095.39

MEEDER PUBLIC FUNDS

Earnings by Fund

CUSIP	DESCRIPTION	ENDING PAR VALUE	BEGINNING BOOK VALUE	ENDING BOOK VALUE	FINAL MATURITY	COUPON RATE	YIELD	INTEREST EARNED	NET AMORTIZATION/ ACCRETION INCOME	NET REALIZED GAIN/LOSS	ADJUSTED INTEREST EARNINGS
242361729REPO	Deutsche Bank Flex Repo	3,466,165.32	3,466,165.32	3,466,165.32	08/15/2028	0.00	0.00	24,532.75	0.00	0.00	24,532.75
4812C0670	JPMORGAN:US GVT MM;CAP	12,745,275.04	12,619,006.38	12,745,275.04	12/31/2025	3.68	3.66	123,813.51	0.00	0.00	123,813.51
LSGO	Lone Star Invest Pool - Government Overnight	73,072,833.53	50,499,881.69	73,072,833.53	12/31/2025	0.00	3.77	575,776.00	0.00	0.00	575,776.00
TEXPOOL	TexPool	11,473,609.19	11,359,109.76	11,473,609.19	12/31/2025	5.34	3.82	114,499.43	0.00	0.00	114,499.43
TOTAL		**145,418,142.18**	**122,604,422.25**	**145,418,142.18**		**0.74**	**2.52**	**1,154,717.08**	**0.00**	**0.00**	**1,154,717.08**
GENERAL DISBURSEMENT											
10585777	Frost Bank Public Fund Checking Account	8,080,337.14	4,285,803.15	8,080,337.14	12/31/2025	0.00	0.00	0.00	0.00	0.00	0.00
4812C0670	JPMORGAN:US GVT MM;CAP	11,423,647.61	11,310,472.44	11,423,647.61	12/31/2025	3.68	3.66	110,974.61	0.00	0.00	110,974.61
LSGO	Lone Star Invest Pool - Government Overnight	122,544,245.24	82,747,531.63	122,544,245.24	12/31/2025	0.00	3.77	796,713.61	0.00	0.00	796,713.61
TEXPOOL	TexPool	101,573,783.43	9,780,185.01	101,573,783.43	12/31/2025	5.34	3.82	793,598.42	0.00	0.00	793,598.42
TEXSTAR	TexSTAR	4,077,810.50	4,037,238.29	4,077,810.50	12/31/2025	5.30	3.82	40,572.21	0.00	0.00	40,572.21
TXCLASS	Texas CLASS	8,149,816.26	8,065,687.74	8,149,816.26	12/31/2025	0.00	3.93	84,128.52	0.00	0.00	84,128.52
TXRANGE	Texas Range TexasDAILY Fund	8,362.15	8,278.84	8,362.15	12/31/2025	5.04	3.82	83.31	0.00	0.00	83.31
TOTAL		**255,858,002.33**	**120,235,197.10**	**255,858,002.33**		**2.37**	**3.67**	**1,826,070.68**	**0.00**	**0.00**	**1,826,070.68**
SELF-FUNDED INSURANCE											
10585742	Frost Bank Public Fund Checking Account	800,000.00	800,000.00	800,000.00	12/31/2025	0.00	0.00	0.00	0.00	0.00	0.00
LSGO	Lone Star Invest Pool - Government Overnight	744,455.56	1,862,816.71	744,455.56	12/31/2025	0.00	3.77	10,809.96	0.00	0.00	10,809.96
TOTAL		**1,544,455.56**	**2,662,816.71**	**1,544,455.56**		**0.00**	**1.82**	**10,809.96**	**0.00**	**0.00**	**10,809.96**
STUDENT ACTIVITY											
TEXPOOL	TexPool	3,189,796.87	3,157,964.66	3,189,796.87	12/31/2025	5.34	3.82	31,832.21	0.00	0.00	31,832.21
TOTAL		**3,189,796.87**	**3,157,964.66**	**3,189,796.87**		**5.34**	**3.82**	**31,832.21**	**0.00**	**0.00**	**31,832.21**
WALLACE FOUNDATION GRANT											

MEEDER PUBLIC FUNDS

Earnings by Fund

CUSIP	DESCRIPTION	ENDING PAR VALUE	BEGINNING BOOK VALUE	ENDING BOOK VALUE	FINAL MATURITY	COUPON RATE	YIELD	INTEREST EARNED	NET AMORTIZATION/ ACCRETION INCOME	NET REALIZED GAIN/LOSS	ADJUSTED INTEREST EARNINGS
4812C0670	JPMORGAN:US GVT MM;CAP	2,410,858.77	4,359,062.70	2,410,858.77	12/31/2025	3.57	3.71	40,854.79	0.00	0.00	40,854.79
TOTAL		**2,410,858.77**	**4,359,062.70**	**2,410,858.77**		**3.57**	**3.71**	**40,854.79**	**0.00**	**0.00**	**40,854.79**
GRAND TOTAL		**536,678,948.47**	**498,824,613.63**	**536,678,948.47**		**2.16**	**3.35**	**4,704,411.63**	**0.00**	**0.00**	**4,704,411.63**

MEEDER PUBLIC FUNDS

Projected Cashflows

For the Period January 01, 2026 to June 30, 2026

CUSIP	DESCRIPTION	POST DATE	TRANSACTION TYPE	AMOUNT
GRAND TOTAL				

MEEDER PUBLIC FUNDS

Change in Value

IDENTIFIER	ISSUER PAR VALUE	YIELD	TRADE DATE MATURITY DATE	INTEREST ACCRUAL INTEREST RECEIVED	BEGINNING BOOK VALUE BEGINNING MARKET VALUE	PURCHASES/ ADDITIONS	REDEMPTIONS	CHANGE IN BOOK VALUE CHANGE IN MARKET VALUE	ENDING BOOK VALUE ENDING MARKET VALUE
BUILDING FUND 2019									
TEXSTAR	TexSTAR 5,791.36	3.82	12/31/2025	57.60 57.60	5,733.76 5,733.76	57.60	0.00	57.60 57.60	5,791.36 5,791.36
TOTAL		**3.82**		**57.60** **57.60**	**5,733.76** **5,733.76**	**57.60**	**0.00**	**57.60** **57.60**	**5,791.36** **5,791.36**
BUILDING FUND 2020									
TEXPOOL	TexPool 8,506,370.82	3.82	12/31/2025	98,508.64 98,508.64	11,311,361.42 11,311,361.42	0.00	(2,804,990.60)	(2,804,990.60) (2,804,990.60)	8,506,370.82 8,506,370.82
TOTAL		**3.82**		**98,508.64** **98,508.64**	**11,311,361.42** **11,311,361.42**	**0.00**	**(2,804,990.60)**	**(2,804,990.60)** **(2,804,990.60)**	**8,506,370.82** **8,506,370.82**
BUILDING FUND 2022									
4812C0670	JPMORGAN:US GVT MM;CAP 102,375,733.51	3.66	12/31/2025	1,376,918.27 1,787,816.41	217,127,175.87 217,127,175.87	1,787,816.41	(116,539,258.77)	(114,751,442.36) (114,751,442.36)	102,375,733.51 102,375,733.51
TOTAL		**3.66**		**1,376,918.27** **1,787,816.41**	**217,127,175.87** **217,127,175.87**	**1,787,816.41**	**(116,539,258.77)**	**(114,751,442.36)** **(114,751,442.36)**	**102,375,733.51** **102,375,733.51**
BUILDING FUND QSCB									
4812C0670	JPMORGAN:US GVT MM;CAP 6,173.32	3.71	12/31/2025	61.15 61.15	6,112.17 6,112.17	61.15	0.00	61.15 61.15	6,173.32 6,173.32
TOTAL		**3.71**		**61.15** **61.15**	**6,112.17** **6,112.17**	**61.15**	**0.00**	**61.15** **61.15**	**6,173.32** **6,173.32**
CAP PROJ 2020, SER 2025									
LSGO	Lone Star Invest Pool - Government Overnight 14,185,272.46	3.77	09/30/2025 12/31/2025	146,563.52 146,563.52	15,729,311.53 15,729,311.53	0.00	(1,544,039.07)	(1,544,039.07) (1,544,039.07)	14,185,272.46 14,185,272.46
TOTAL		**3.77**		**146,563.52** **146,563.52**	**15,729,311.53** **15,729,311.53**	**0.00**	**(1,544,039.07)**	**(1,544,039.07)** **(1,544,039.07)**	**14,185,272.46** **14,185,272.46**

MEEDER PUBLIC FUNDS

Change in Value

IDENTIFIER	ISSUER PAR VALUE	YIELD	TRADE DATE MATURITY DATE	INTEREST ACCRUAL INTEREST RECEIVED	BEGINNING BOOK VALUE BEGINNING MARKET VALUE	PURCHASES/ ADDITIONS	REDEMPTIONS	CHANGE IN BOOK VALUE CHANGE IN MARKET VALUE	ENDING BOOK VALUE ENDING MARKET VALUE
CHILD NUTRITION									
10585769	Frost Bank Public Fund Checking Account 834,886.05	0.00	12/31/2025	0.00 0.00	134,988.00 134,988.00	699,898.05	0.00	699,898.05 699,898.05	834,886.05 834,886.05
LSGO	Lone Star Invest Pool - Government Overnight 2,343,465.24	3.77	12/31/2025	18,017.73 18,017.73	1,490,467.46 1,490,467.46	852,997.78	0.00	852,997.78 852,997.78	2,343,465.24 2,343,465.24
TOTAL		**2.78**		**18,017.73** **18,017.73**	**1,625,455.46** **1,625,455.46**	**1,552,895.83**	**0.00**	**1,552,895.83** **1,552,895.83**	**3,178,351.29** **3,178,351.29**
DEBT SERVICE									
4812C0670	JPMORGAN:US GVT MM;CAP 12,745,275.04	3.66	12/31/2025	123,813.51 126,268.66	12,619,006.38 12,619,006.38	126,268.66	0.00	126,268.66 126,268.66	12,745,275.04 12,745,275.04
LSGO	Lone Star Invest Pool - Government Overnight 73,072,833.53	3.77	12/31/2025	575,776.00 575,776.00	50,499,881.69 50,499,881.69	22,572,951.84	0.00	22,572,951.84 22,572,951.84	73,072,833.53 73,072,833.53
TEXPOOL	TexPool 11,473,609.19	3.82	12/31/2025	114,499.43 114,499.43	11,359,109.76 11,359,109.76	114,499.43	0.00	114,499.43 114,499.43	11,473,609.19 11,473,609.19
242361729REPO	Deutsche Bank Flex Repo 3,466,165.32	0.00	09/30/2025 08/15/2028	24,532.75 24,532.75	3,466,165.32 3,466,165.32	0.00	0.00	0.00 0.00	3,466,165.32 3,466,165.32
242361729REPO	Deutsche Bank Flex Repo 44,660,259.10	0.00	03/31/2025 08/15/2028	316,095.39 316,095.39	44,660,259.10 44,660,259.10	0.00	0.00	0.00 0.00	44,660,259.10 44,660,259.10
TOTAL		**2.52**		**1,154,717.08** **1,157,172.23**	**122,604,422.25** **122,604,422.25**	**22,813,719.93**	**0.00**	**22,813,719.93** **22,813,719.93**	**145,418,142.18** **145,418,142.18**
GENERAL DISBURSEMENT									
TEXSTAR	TexSTAR 4,077,810.50	3.82	12/31/2025	40,572.21 40,572.21	4,037,238.29 4,037,238.29	40,572.21	0.00	40,572.21 40,572.21	4,077,810.50 4,077,810.50
TXRANGE	Texas Range TexasDAILY Fund 8,362.15	3.82	12/31/2025	83.31 83.31	8,278.84 8,278.84	83.31	0.00	83.31 83.31	8,362.15 8,362.15
TXCLASS	Texas CLASS 8,149,816.26	3.93	12/31/2025	84,128.52 84,128.52	8,065,687.74 8,065,687.74	84,128.52	0.00	84,128.52 84,128.52	8,149,816.26 8,149,816.26
10585777	Frost Bank Public Fund Checking Account 8,080,337.14	0.00	12/31/2025	0.00 0.00	4,285,803.15 4,285,803.15	3,794,533.99	0.00	3,794,533.99 3,794,533.99	8,080,337.14 8,080,337.14

MEEDER PUBLIC FUNDS

Change in Value

IDENTIFIER	ISSUER PAR VALUE	YIELD	TRADE DATE MATURITY DATE	INTEREST ACCRUAL INTEREST RECEIVED	BEGINNING BOOK VALUE BEGINNING MARKET VALUE	PURCHASES/ ADDITIONS	REDEMPTIONS	CHANGE IN BOOK VALUE CHANGE IN MARKET VALUE	ENDING BOOK VALUE ENDING MARKET VALUE
LSGO	Lone Star Invest Pool - Government Overnight 122,544,245.24	3.77	12/31/2025	796,713.61 796,713.61	82,747,531.63 82,747,531.63	39,796,713.61	0.00	39,796,713.61 39,796,713.61	122,544,245.24 122,544,245.24
TEXPOOL	TexPool 101,573,783.43	3.82	12/31/2025	793,598.42 793,598.42	9,780,185.01 9,780,185.01	91,793,598.42	0.00	91,793,598.42 91,793,598.42	101,573,783.43 101,573,783.43
4812C0670	JPMORGAN:US GVT MM;CAP 11,423,647.61	3.66	12/31/2025	110,974.61 113,175.17	11,310,472.44 11,310,472.44	113,175.17	0.00	113,175.17 113,175.17	11,423,647.61 11,423,647.61
TOTAL		**3.67**		**1,826,070.68** **1,828,271.24**	**120,235,197.10** **120,235,197.10**	**135,622,805.23**	**0.00**	**135,622,805.23** **135,622,805.23**	**255,858,002.33** **255,858,002.33**
SELF-FUNDED INSURANCE									
10585742	Frost Bank Public Fund Checking Account 800,000.00	0.00	12/31/2025	0.00 0.00	800,000.00 800,000.00	0.00	0.00	0.00 0.00	800,000.00 800,000.00
LSGO	Lone Star Invest Pool - Government Overnight 744,455.56	3.77	12/31/2025	10,809.96 10,809.96	1,862,816.71 1,862,816.71	0.00	(1,118,361.15)	(1,118,361.15) (1,118,361.15)	744,455.56 744,455.56
TOTAL		**1.82**		**10,809.96** **10,809.96**	**2,662,816.71** **2,662,816.71**	**0.00**	**(1,118,361.15)**	**(1,118,361.15)** **(1,118,361.15)**	**1,544,455.56** **1,544,455.56**
STUDENT ACTIVITY									
TEXPOOL	TexPool 3,189,796.87	3.82	12/31/2025	31,832.21 31,832.21	3,157,964.66 3,157,964.66	31,832.21	0.00	31,832.21 31,832.21	3,189,796.87 3,189,796.87
TOTAL		**3.82**		**31,832.21** **31,832.21**	**3,157,964.66** **3,157,964.66**	**31,832.21**	**0.00**	**31,832.21** **31,832.21**	**3,189,796.87** **3,189,796.87**
WALLACE FOUNDATION GRANT									
4812C0670	JPMORGAN:US GVT MM;CAP 2,410,858.77	3.71	12/31/2025	40,854.79 40,854.79	4,359,062.70 4,359,062.70	0.00	(1,948,203.93)	(1,948,203.93) (1,948,203.93)	2,410,858.77 2,410,858.77
TOTAL		**3.71**		**40,854.79** **40,854.79**	**4,359,062.70** **4,359,062.70**	**0.00**	**(1,948,203.93)**	**(1,948,203.93)** **(1,948,203.93)**	**2,410,858.77** **2,410,858.77**
GRAND TOTAL		**3.35**		**4,704,411.63** **5,119,965.48**	**498,824,613.63** **498,824,613.63**	**161,809,188.36**	**(123,954,853.52)**	**37,854,334.84** **37,854,334.84**	**536,678,948.47** **536,678,948.47**

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Disclosure

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SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Approval of Monthly Budget Reports and Amendments for March 2026**

PURPOSE: **[ ] PRESENTATION/DISCUSSION**
[X] DISCUSSION/ACTION

REQUESTED BY: Dottie Carreon, Chief Financial Officer

PRESENTER: Dottie Carreon

MEETING DATE: March 23, 2026

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve the monthly Amended Budget report that provides a one-page summary of the budget amendment impact on the 2025-2026 original budget adopted by the Board for the General Fund, Food Service Fund, and Debt Service Fund. Budget amendments are presented to the Board at a regular scheduled business meeting. The original budget is amended when changes take place from one function to another function or when a request is made to increase or decrease the budget.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

Be it resolved that the Board approve the budget amendment for the month of March 2026.

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT

To be funded as indicated on the following pages.

IV. 2025 - 2026 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

☐ **Improve Reading and Writing Outcomes for all Students** - We will increase the percentage of all students who are Meets grade level in reading across all grades from 35% in August 2022, to 50% in August 2027.

☐ **Improve Math Outcomes for Black Students** - We will increase the percentage of Black students who score at Meets Grade Level on a Math STAAR assessment from 21% in 2025 to 50% in 2030, and all students from 27% in 2025 to 50% in 2030.

☐ **Improve College Readiness for Students with Disabilities** - We will increase the percentage of students with IEPs receiving instruction and services in the general education setting who meet the TSI College-Ready Standard in reading and math from 4% in August 2022, to 30% in August 2027.

☐ **Improve Social Emotional Readiness in all Students** - We will increase by 25% the percentage of all students who meet the "to be determined" SAISD Standard for Social Emotional Readiness from the August 2025 baseline, to baseline +25% in August 2027.

The following Board Guardrails were designed to represent the community values that must be protected while in pursuit of the Board Goals. (CHECK ALL THAT APPLY)

- ☐ **Embrace Our Community** - The Superintendent will not implement major decisions of the board without authentic community engagement, including students, staff, families, and community.
- ☐ **Support Excellent Schools in Every Neighborhood** - The Superintendent will not allow any neighborhood to be without a high-quality school.
- ☐ **Create Safe Environments** - The Superintendent will not allow students, staff, and families to learn and work in an environment that is not physically and emotionally safe.
- ☒ **Ensure Equitable Funding** - The Superintendent will not allow any school to be funded at a level that is inadequate to produce transformational learning in all students.

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
AMENDED BUDGET
For Fiscal Year Ending June 30, 2026

CODE		GENERAL FUND M&O Tax Rate $0.7552	FOOD SERVICE	DEBT SERVICE I&S Tax Rate $0.4000	TOTAL Tax Rate $1.1552
	REVENUES				
5700	Local Revenue	$ 200,725,901	$ 748,457	$ 114,907,044	$ 316,381,402
5800	State Revenue	310,215,700	148,612	14,735,744	325,100,056
5900	Federal Revenue	5,962,944	43,904,045	-	49,866,989
	TOTAL REVENUES	$ 516,904,545	$ 44,801,114	$ 129,642,788	$ 691,348,447
	APPROPRIATIONS				
11	Instruction	$ 292,448,210	$ -	$ -	$ 292,448,210
12	Instructional Resources & Media Svcs.	1,713,332	-	-	1,713,332
13	Curriculum Development & Inst Staff Dev	13,960,324	-	-	13,960,324
21	Instructional Leadership	11,364,675	-	-	11,364,675
23	School Leadership	37,569,731	-	-	37,569,731
31	Guidance, Counseling & Evaluation Svc.	12,841,828	-	-	12,841,828
32	Social Work Services	2,095,739	-	-	2,095,739
33	Health Services	10,109,182	-	-	10,109,182
34	Student (Pupil) Transportation	12,521,772	-	-	12,521,772
35	Food Services	636,207	45,347,845	-	45,984,052
36	Cocurricular /Extracurricular Activities	12,312,184	-	-	12,312,184
41	General Administration	17,676,816	-	-	17,676,816
51	Plant Maintenance & Operations	63,525,594	1,059,025	-	64,584,619
52	Security & Monitoring Services	11,357,846	-	-	11,357,846
53	Data Processing Services	10,069,537	-	-	10,069,537
61	Community Services	2,212,982	-	-	2,212,982
71	Debt Services- Principal	2,610,828	-	67,166,736	69,777,564
72	Debt Services- Interest	(20,709)	-	61,524,362	61,503,653
73	Debt Services- Other Costs	-	-	50,000	50,000
81	Facilities Acquisition & Construction	162,069	-	-	162,069
93	Payments to Members SSA	-	-	-	-
95	Payments to JJAEP	45,686	-	-	45,686
99	Other Intergovernmental Charges	1,690,379	-	-	1,690,379
	TOTAL APPROPRIATIONS	$ 516,904,212	$ 46,406,870	$ 128,741,098	$ 692,052,180
	OTHER RESOURCES & USES				
7900	Other Resources	$ -	$ 333	$ -	$ 333
8900	Other Uses	(333)	-	-	(333)
		$ (333)	$ 333	$ -	$ -
	Excess/**(Deficit)** Current Operations	$ -	$ (1,605,423)	$ 901,690	$ (703,733)
3000	From/**(To)** Fund Balance	-	1,605,423	(901,690)	703,733
	Difference	$ -	$ -	$ -	$ -

SAN ANTONIO ISD
FINANCIAL SERVICES DIVISION

March 2026

2025-26 Budget Amendment # 9

General Fund

I.	**INCREASE FUND BALANCE**	**Requested By:**	**Amount**
	A. Increase Estimated Revenue:		
			-
			-
			$ -
	B. Decrease Appropriations:		
			-
			-
			$ -
I.	Total transactions increasing Fund Balance		**$ -**

II.	**DECREASE FUND BALANCE**	**Requested By:**	**Amount**
	A. Increase Appropriations:		
			-
			-
			-
			-
			$ -
	B. Decrease Estimated Revenue:		
			-
			-
			$ -
II.	Total transactions decreasing Fund Balance		**$ -**

III.	**NO CHANGE TO FUND BALANCE**	**Requested By:**	**Amount**
	A. Decrease Estimated Revenue and Appropriations:		
			-
			-
			-
			$ -
	B. Increase Estimated Revenue and Appropriations:		
	Technology Disposal Funds	E. Gonzales	2,715
	Corpay Rebate Deposits - Facilities Services	H. Acosta	2,000
			-
			-
			-
			$ 4,715
	C. Decrease Appropriations and Increase Transfers Out to Other Uses		
			-
			-
			$ -
III.	Total transactions with no impact on Fund Balance		**$ 4,715**

IV.	**Net increase (decrease) to General Fund Balance for this Budget Amendment**	**$ -**

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
Budget Amendment No. 9
For MARCH 2026
Board Agenda
GENERAL OPERATING FUND

	REVENUE	Budget As Adopted July 1, 2025	Budget as Amended	Administrative Adjustments # 9	BA No. 9 Changes	Budget As Amended Thru BA # 9
5700	Local	$ 211,278,956	$ 200,721,186	$ -	$ 4,715	$ 200,725,901
5800	State	276,876,668	310,215,700	-	-	310,215,700
5900	Federal	6,361,656	5,962,944	-	-	5,962,944
	Total Revenue	494,517,280	516,899,830	-	4,715	516,904,545
	Fm Resv. & Desig. Fund Bal	-	-	-	-	-
	Subtotal	494,517,280	516,899,830	-	4,715	516,904,545
7900	Other Resources	-	-	-	-	-
	Total Revenue & Other Resources	**$ 494,517,280**	**$ 516,899,830**	**$ -**	**$ 4,715**	**$ 516,904,545**
	APPROPRIATIONS					
11	Instruction	$ 286,204,725	$ 292,544,080	$ (98,585)	$ 2,715	$ 292,448,210
12	Inst Resources & Media	1,507,901	1,692,373	20,959	-	1,713,332
13	Curriculum & Prof. Dev.	13,280,495	13,924,528	35,796	-	13,960,324
21	Instructional Administration	10,804,014	11,359,136	5,539	-	11,364,675
23	School Leadership	35,941,708	37,582,058	(12,327)	-	37,569,731
31	Guidance & Counseling	11,769,768	12,835,412	6,416	-	12,841,828
32	Social Work Services	2,024,053	2,095,739	-	-	2,095,739
33	Health Services	9,677,700	10,109,182	-	-	10,109,182
34	Student Transportation	12,073,514	12,521,772	-	-	12,521,772
35	Food Services	610,537	636,207	-	-	636,207
36	Cocurricular/Extracurricular	11,826,946	12,312,184	-	-	12,312,184
41	General Administration	16,658,331	17,676,316	500	-	17,676,816
51	Plant Maintenance	58,495,241	63,522,554	1,040	2,000	63,525,594
52	Security & Monitoring	7,778,440	11,337,184	20,662	-	11,357,846
53	Data Processing	9,639,729	10,069,537	-	-	10,069,537
61	Community Services	1,990,277	2,192,982	20,000	-	2,212,982
71	Debt Services- Principal	2,275,574	2,610,828	-	-	2,610,828
72	Debt Services- Interest	210,480	(20,709)	-	-	(20,709)
73	Debt Services- Other Costs	-	-	-	-	-
81	Facilities Acq. & Construction	81,200	162,069	-	-	162,069
93	Payments to Members SSA	-	-	-	-	-
95	Payments to JJAEP	43,850	45,686	-	-	45,686
99	Intergovernmental Charges	1,622,464	1,690,379	-	-	1,690,379
	Total Appropriations	494,516,947	516,899,497	-	4,715	516,904,212
	Other Uses	333	333	-	-	333
	Total Appropriations & Other Uses	**$ 494,517,280**	**$ 516,899,830**	**$ -**	**$ 4,715**	**$ 516,904,545**
	Beginning Fund Balance 7/01/25	$ 162,815,880	$ 162,815,880			$ 162,815,880
	Excess/**(Deficit)** Current Operations From/**(To)** Fund Balance	$ -	$ -	$ -	$ -	$ -
	Ending Fund Balance 6/30/26	$ 162,815,880	$ 162,815,880	$ -	$ -	$ 162,815,880

* NOTE 1 - Beginning Fund Balance is estimated until completion of 2024-25 Annual Comprehensive Financial Statement (ACFR)

* NOTE: Strategic Initiative Fund is supporting General Fund. The amounts below represent approximate deficit.	Budget As Adopted July 1, 2025	Budget as Amended	Administrative Adjustments # 9	BA No. 9 Changes	Budget As Amended Thru BA # 9
Estimated General Fund Budget Deficit	**(46,574,407)**	**(30,969,052)**	**-**	**-**	**(30,969,052)**

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
Fiscal Year 2025-2026

GENERAL FUND *

Data as of January 15, 2026

REVENUES	Year-to-Date Amended Budget	Year-to-Date Realized	Difference Realized to Budget	% of Budget
LOCAL				
Taxes Current & Delinquent	$ 194,050,552	$ 84,483,455	$ (109,567,097)	43.54%
Interest Earnings	3,500,000	1,975,936	(1,524,064)	56.46%
Facility Rentals	70,244	83,200	12,956	118.44%
Athletic Gate Receipts	350,000	120,644	(229,356)	34.47%
Other Local Sources	2,819,105	1,790,857	(1,028,248)	63.53%
TOTAL LOCAL	**200,789,901**	**88,454,092**	**(112,335,810)**	**44.05%**
STATE				
Foundation & Avail Sch Fund	288,195,906	175,015,531	(113,180,375)	60.73%
TRS On-Behalf Contribution	22,000,000	-	(22,000,000)	0.00%
Other State Sources	19,794	905	(18,889)	4.57%
TOTAL STATE	**310,215,700**	**175,016,436**	**(135,199,264)**	**56.42%**
FEDERAL				
ROTC/Impact Aid	900,000	496,015	(403,985)	55.11%
SHARS	1,171,689	357,706	(813,983)	30.53%
Other Federal Sources	3,891,255	1,186,048	(2,705,207)	30.48%
TOTAL FEDERAL	**5,962,944**	**2,039,770**	**(3,923,174)**	**34.21%**
Total Revenue	**516,968,545**	**265,510,297**	**(251,458,248)**	**51.36%**
OTHER SOURCES				
Operating Transfer In	-	-	-	0.00%
Sale of Property	-	62,407	62,407	0.00%
Total Other Sources	**-**	**62,407**	**62,407**	**0.00%**
Total Revenue & Other Sources	**$ 516,968,545**	**$ 265,572,704**	**$ (251,395,841)**	**51.37%**

	EXPENDITURES	Year-to-Date Amended Budget	Year-to-Date Actual	Difference Actual to Budget	% of Budget
11	Instruction	292,435,159	133,347,483	159,087,676	45.60%
12	Inst Resources & Media	1,714,257	590,727	1,123,530	34.46%
13	Curriculum & Prof. Dev.	14,007,047	6,192,040	7,815,007	44.21%
21	Instructional Administration	11,355,359	5,472,046	5,883,313	48.19%
23	School Leadership	37,573,609	19,420,805	18,152,804	51.69%
31	Guidance & Counseling	12,851,126	5,050,531	7,800,595	39.30%
32	Social Work Services	2,095,739	1,027,366	1,068,373	49.02%
33	Health Services	10,109,182	4,303,023	5,806,159	42.57%
34	Student Transportation	12,526,350	6,018,261	6,508,089	48.04%
35	Food Services	636,207	195,647	440,560	30.75%
36	Cocurricular/Extracurricular	12,310,907	5,726,591	6,584,316	46.52%
41	General Administration	17,676,024	9,050,686	8,625,338	51.20%
51	Plant Maintenance	63,486,203	30,570,282	32,915,921	48.15%
52	Security & Monitoring	11,358,046	4,262,401	7,095,645	37.53%
53	Data Processing	10,069,737	5,387,847	4,681,890	53.51%
61	Community Services	2,215,007	1,107,873	1,107,134	50.02%
71	Debt Services- Principal	2,610,828	2,353,077	257,751	90.13%
72	Debt Services- Interest	(20,709)	-	(20,709)	0.00%
73	Debt Services- Other Costs	-	-	-	0.00%
81	Facilities Acq. & Construction	222,069	86,624	135,445	39.01%
93	Payments to Fiscal Agents/SSA	-	-	-	0.00%
95	Payments to JJAEP	45,686	24,861	20,825	54.42%
99	Other Intergovernmental Chgs	1,690,379	902,571	787,808	53.39%
	TOTAL EXPENDITURES	**516,968,212**	**241,090,741**	**275,877,472**	**46.64%**
	OTHER USES				
	Transfers Out	333	(41)	374	-12.37%
	Total Other Uses	**333**	**(41)**	**374**	**-12.37%**
	Total Expenditures & Other Uses	**$ 516,968,545**	**$ 241,090,699**	**$ 275,877,846**	**46.64%**
	Excess/(Deficit) Revenues and Expenditures	**$ -**	**$ 24,482,005**	**$ 24,482,005**	

Expenditures by Major Object Code	Year-to-Date Amended Budget	Year-to-Date Actual	Difference Actual to Budget	% of Budget
6100 - Payroll Costs	$ 431,005,250	$ 204,926,259	$ 226,078,991	47.55%
6200 - Professional and Contracted Services	47,747,345	22,740,716	25,006,629	47.63%
6300 - Supplies and Materials	23,603,453	8,694,017	14,909,435	36.83%
6400 - Other Operating Costs	11,553,437	1,992,030	9,561,407	17.24%
6500 - Debt Service	2,590,119	2,353,077	237,042	90.85%
6600 - Capital Outlay-Land, Bldgs & Equip.	468,610	384,642	83,968	82.08%
Total Expenditures	**$ 516,968,212**	**$ 241,090,741**	**$ 275,877,472**	**46.64%**

* Encumbrances are not included and totals may vary due to rounding.

** Interim financial statements are not indicative of projected final results due to year end accruals and other entries.

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
Budget Amendment No.9
For MARCH 2026
Board Agenda
FOOD SERVICE FUND

	REVENUE	Budget As Adopted July 1, 2025	Budget as Amended	Administrative Adjustments # 9	BA No. 9 Changes	Budget As Amended Thru BA # 9
5700	Local	$ 748,457	$ 748,457	$ -	$ -	$ 748,457
5800	State	148,612	148,612	-	-	148,612
5900	Federal	43,904,045	43,904,045	-	-	43,904,045
	Total Revenue	44,801,114	44,801,114	-	-	44,801,114
	Fm Resv. & Desig. Fund Bal	-	-	-	-	-
	Subtotal	44,801,114	44,801,114	-	-	44,801,114
7900	Other Resources	333	333	-	-	333
	Total Revenue & Other Resources	**$ 44,801,447**	**$ 44,801,447**	**$ -**	**$ -**	**$ 44,801,447**
	APPROPRIATIONS					
11	Instruction	$ -	$ -	$ -	$ -	$ -
12	Inst Resources & Media	-	-	-	-	-
13	Curriculum & Prof. Dev.	-	-	-	-	-
21	Instructional Administration	-	-	-	-	-
23	School Leadership	-	-	-	-	-
31	Guidance & Counseling	-	-	-	-	-
32	Social Work Services	-	-	-	-	-
33	Health Services	-	-	-	-	-
34	Student Transportation	-	-	-	-	-
35	Food Services	45,403,659	45,347,845	-	-	45,347,845
36	Cocurricular/Extracurricular		-	-	-	-
41	General Administration	-	-	-	-	-
51	Plant Maintenance	1,003,211	1,059,025	-	-	1,059,025
52	Security & Monitoring	-	-	-	-	-
53	Data Processing	-	-	-	-	-
61	Community Services	-	-	-	-	-
71	Debt Services- Principal	-	-	-	-	-
72	Debt Services- Interest	-	-	-	-	-
73	Debt Services- Other Costs	-	-	-	-	-
81	Facilities Acq. & Construction	-	-	-	-	-
95	Payments to JJAEP	-	-	-	-	-
99	Intergovernmental Charges	-	-	-	-	-
	Total Appropriations	46,406,870	46,406,870	-	-	46,406,870
	Other Uses	-	-	-	-	-
	Total Appropriations & Other Uses	**$ 46,406,870**	**$ 46,406,870**	**$ -**	**$ -**	**$ 46,406,870**
	Beginning Fund Balance 7/01/25	$ 6,100,457	$ 6,100,457			$ 6,100,457
	Excess/**(Deficit)** Current Operations From/**(To)** Fund Balance	$ (1,605,423)	$ (1,605,423)	$ -	$ -	$ (1,605,423)
	Ending Fund Balance 6/30/26	$ 4,495,034	$ 4,495,034	$ -	$ -	$ 4,495,034

* NOTE 1 - Beginning Fund Balance is estimated until completion of 2024-25 Annual Comprehensive Financial Statement (ACFR)

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Fiscal Year 2025-2026

FOOD SERVICE FUND *

Data as of January 15, 2026

REVENUES	Year-to-Date Amended	Year-to-Date Realized	Difference Realized to Budget	% of Budget
LOCAL				
Interest Earnings	$ 189,262	$ 26,128	$ (163,134)	13.81%
Insurance Recovery	-	-	-	0.00%
Purchases Discount	8,900	92,735	83,835	1041.96%
Lunch/Breakfast Sales & Catering	550,295	308,492	(241,803)	56.06%
TOTAL LOCAL	**748,457**	**427,355**	**(321,102)**	**57.10%**
STATE				
State Match & Other	148,612	-	(148,612)	0.00%
TOTAL STATE	**148,612**	**-**	**(148,612)**	**0.00%**
FEDERAL				
School Breakfast Program	12,004,869	4,628,186	(7,376,683)	38.55%
National School Lunch Prgm & Snacks	24,937,776	9,975,693	(14,962,083)	40.00%
USDA Commodities	2,806,300	1,551,229	(1,255,071)	55.28%
Supply Chain Assistance Grant (PEBT)	-	-	-	0.00%
TX Fresh Fruits & Vegetables	4,155,100	1,401,840	(2,753,260)	33.74%
TOTAL FEDERAL	**43,904,045**	**17,556,949**	**(26,347,096)**	**39.99%**
Total Revenue	**44,801,114**	**17,984,304**	**(26,816,810)**	**40.14%**
OTHER SOURCES				
Operating Transfer In	333	40	(293)	11.94%
Total Other Sources	**333**	**40**	**(293)**	**11.94%**
Total Revenue & Other Sources	**$ 44,801,447**	**$ 17,984,344**	**$ (26,817,103)**	**40.14%**

EXPENDITURES		Year-to-Date Amended	Year-to-Date Actual	Difference Actual to Budget	% of Budget
35	Food Services	45,347,845	20,615,717	24,732,128	45.46%
41	General Administration	-	-	-	0.00%
51	Plant Maintenance	1,059,025	570,071	488,954	53.83%
52	Security & Monitoring	-	-	-	0.00%
81	Facilities Acq. & Construction	-	-	-	0.00%
	TOTAL EXPENDITURES	**46,406,870**	**21,185,788**	**25,221,082**	**45.65%**
OTHER USES					
	Transfers Out	-	-	-	0.00%
	Total Other Uses	**-**	**-**	**-**	**0.00%**
Total Expenditures & Other Uses		**$ 46,406,870**	**$ 21,185,788**	**$ 25,221,082**	**45.65%**
Excess/(Deficit) Revenues and Expenditures		**$ (1,605,423)**	**$ (3,201,444)**	**$ (1,596,021)**	

Expenditures by Major Object Code	Year-to-Date Amended	Year-to-Date Actual	Year-to-Date Actual to Budget	% of Budget
6100 - Payroll Costs	$ 19,638,069	$ 8,743,873	$ 10,894,196	44.53%
6200 - Professional and Contracted Services	3,253,934	1,144,791	2,109,143	35.18%
6300 - Supplies and Materials	23,350,039	11,154,850	12,195,189	47.77%
6400 - Other Operating Costs	53,828	31,608	22,220	58.72%
6500 - Debt Service	-	-	-	0.00%
6600 - Capital Outlay-Land, Bldgs & Equip.	111,000	110,667	333	99.70%
Total Expenditures	**$ 46,406,870**	**$ 21,185,788**	**$ 25,221,082**	**45.65%**

* Encumbrances are not included and totals may vary due to rounding.

** Interim financial statements are not indicative of projected final results due to year end accruals and other entries.

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
Budget Amendment No. 9
For MARCH 2026
Board Agenda
DEBT SERVICE FUND

	REVENUE	Budget As Adopted July 1, 2025	Budget As Amended	Administrative Adjustments # 9	BA No. 9 Changes	Budget As Amended Thru BA # 9
5700	Local	$ 114,907,044	$ 114,907,044	$ -	$ -	$ 114,907,044
5800	State	14,735,744	14,735,744	-	-	14,735,744
5900	Federal	-	-	-	-	-
	Total Revenue	129,642,788	129,642,788	-	-	129,642,788
	Fm Resv. & Desig. Fund Bal	-	-	-	-	-
	Subtotal	129,642,788	129,642,788	-	-	129,642,788
7900	Other Resources	-	-	-	-	-
	Total Revenue & Other Resources	**$ 129,642,788**	**$ 129,642,788**	**$ -**	**$ -**	**$ 129,642,788**
	APPROPRIATIONS					
11	Instruction	$ -	$ -	$ -	$ -	$ -
12	Inst Resources & Media	-	-	-	-	-
13	Curriculum & Prof. Dev.	-	-	-	-	-
21	Instructional Administration	-	-	-	-	-
23	School Leadership	-	-	-	-	-
31	Guidance & Counseling	-	-	-	-	-
32	Social Work Services	-	-	-	-	-
33	Health Services	-	-	-	-	-
34	Student Transportation	-	-	-	-	-
35	Food Services	-	-	-	-	-
36	Cocurricular/Extracurricular	-	-	-	-	-
41	General Administration	-	-	-	-	-
51	Plant Maintenance	-	-	-	-	-
52	Security & Monitoring	-	-	-	-	-
53	Data Processing	-	-	-	-	-
61	Community Services	-	-	-	-	-
71	Debt Services- Principal	67,166,736	67,166,736	-	-	67,166,736
72	Debt Services- Interest	61,524,362	61,524,362	-	-	61,524,362
73	Debt Services- Other Costs	50,000	50,000	-	-	50,000
81	Facilities Acq. & Construction	-	-	-	-	-
95	Payments to JJAEP	-	-	-	-	-
99	Intergovernmental Charges	-	-	-	-	-
	Total Appropriations	128,741,098	128,741,098	-	-	128,741,098
	Other Uses	-	-	-	-	-
	Total Appropriations & Other Uses	**$ 128,741,098**	**$ 128,741,098**	**$ -**	**$ -**	**$ 128,741,098**
	Beginning Fund Balance 7/01/25	$ 184,633,558	$ 184,633,558			$ 184,633,558
	Excess/**(Deficit)** Current Operations From/**(To)** Fund Balance	$ 901,690	$ 901,690	$ -	$ -	$ 901,690
	Ending Fund Balance 6/30/26	$ 185,535,248	$ 185,535,248	$ -	$ -	$ 185,535,248

* NOTE 1 - Beginning Fund Balance is estimated until completion of 2024-25 Annual Comprehensive Financial Statement (ACFR)

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
Fiscal Year 2025-2026

DEBT SERVICE FUND *

Data as of January 15, 2026

REVENUES	Year-to-Date Amended	Year-to-Date Realized	Difference Realized to Budget	% of Budget
LOCAL				
Taxes Current & Delinquent	$ 111,907,044	$ 44,658,416	$ (67,248,628)	39.91%
Interest Earnings & Flex Adj.	3,000,000	1,642,114	(1,357,886)	54.74%
TOTAL LOCAL	**114,907,044**	**46,300,529**	**(68,606,515)**	**40.29%**
STATE				
IFA and EDA	14,735,744	15,131,744	396,000	102.69%
TOTAL STATE	**14,735,744**	**15,131,744**	**396,000**	**102.69%**
FEDERAL				
Other Federal Sources	-	-	-	0.00%
TOTAL FEDERAL	**-**	**-**	**-**	**0.00%**
Total Revenue	**129,642,788**	**61,432,273**	**(68,210,515)**	**47.39%**
OTHER SOURCES				
Operating Transfer In	-	-	-	0.00%
Total Other Sources	**-**	**-**	**-**	**0.00%**
Total Revenue & Other Sources	**$ 129,642,788**	**$ 61,432,273**	**$ (68,210,515)**	**47.39%**

EXPENDITURES	Year-to-Date Amended	Year-to-Date Actual	Difference Actual to Budget	% of Budget
71 **Debt Services**				
Principal on Bonds	67,166,736	31,814,988	35,351,749	47.37%
Principal on Capital Lease	-	-	-	0.00%
Principal on Long Term Debt	-	-	-	0.00%
72 Interest on Bonds	61,524,362	32,935,222	28,589,140	53.53%
Interest on Capital Lease	-	-	-	0.00%
Interest on Long Term Debt	-	-	-	0.00%
73 Other Debt Services Fees-Arbitrage	50,000	19,665	30,335	39.33%
TOTAL EXPENDITURES	**128,741,098**	**64,769,875**	**63,971,223**	**50.31%**
OTHER USES				
Transfers Out	-	-	-	0.00%
Total Other Uses	**-**	**-**	**-**	
Total Expenditures & Other Uses	**$ 128,741,098**	**$ 64,769,875**	**$ 63,971,223**	**50.31%**
Excess/(Deficit) Revenues and Expenditures	**$ 901,690**	**$ (3,337,602)**	**$ (4,239,292)**	

Expenditures by Major Object Code	Year-to-Date Amended	Year-to-Date Actual	Difference Actual to Budget	% of Budget
6100 - Payroll Costs	$ -	$ -	$ -	0.00%
6200 - Professional and Contracted Services	-	-	-	0.00%
6300 - Supplies and Materials	-	-	-	0.00%
6400 - Other Operating Costs	-	-	-	0.00%
6500 - Debt Service	128,741,098	64,769,875	63,971,223	50.31%
6600 - Capital Outlay-Land, Bldgs & Equip.	-	-	-	0.00%
Total Expenditures	**$ 128,741,098**	**$ 64,769,875**	**$ 63,971,223**	**50.31%**

* Encumbrances are not included and totals may vary due to rounding.

** Interim financial statements are not indicative of projected final results due to year end accruals and other entries.

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
For Posted Data Available through December 11, 2025

Strategic Initiatives Fund (YTD expenses for 2025-2026 School Year)

	Fund Balance	YTD Expend. / Encumb.
Fund Balance		
Beginning of Current Fiscal Year	**$29,638,359**	
Plus Additions:		
QSCB Federal Subsidy Revenues	1,154,358	
Emergency Connectivity Fund	-	
Transfers in from Other Funds	-	
Available Fund Balance before Current Year Expenditures:	**$ 30,792,717**	**$ 30,792,717**
Less:		
Year-to-Date Expenditures		109,093
Reserve General Fund Budget Deficit		(30,969,052)
POs Encumbered but not Paid		36,544
Budget Issued but not Encumbered		30,697
Current Year Expenditures:		**$ (30,792,717)**
Available Fund Balance:		**$ (0)**

* Beginning balance reflects estimated balances as of June 30, 2025

Professional Services Managed by Board of Trustees- (YTD expenses for 2025-2026 School Year)

	Current Actual	Year to Date Actual
Legal Services- General Counsel		
Escamilla & Poneck, LLP	$ 3,018	$ 611,525
External Audit Services (All Engagement Years)		
Garza, Gonzalez & Associates	$ -	$ 115,760
Financial Advisors		
Frost Bank	-	202,534
Total Professional Expenditures	**$ 3,018**	**$ 929,819**

SAISD BOARD AGENDA SUMMARY FORM

AGENDA TITLE: **Approval of Procurement Services' Recommendations for Bids, Proposals, and Awards**

PURPOSE: **[ ] PRESENTATION/DISCUSSION**
[X] DISCUSSION/ACTION

REQUESTED BY: Dottie Carreon, Chief Financial Officer, Financial Services & Business Operations

PRESENTER: Dottie Carreon

MEETING DATE: March 23, 2026

I. DESCRIPTION OF ITEM FOR DISCUSSION AND/OR APPROVAL

The Board is requested to approve Procurement Services' Recommendations to Board of Trustees for March 23, 2026.

II. RECOMMENDATION AND/OR ALTERNATIVES CONSIDERED

1. Be it resolved that the Board approve the Purchase of 2020 Bond, Graebner Elementary School Project, Change Order #1, AIA G701. This will cover various scope items, specifically HVAC Systems and the Building Envelope.
    - Recommended by: Construction and Development Services
    - Submitted by: Yvonne Little
    - Selection Method: Construction Manager at Risk - CMAR #21-061(RC)
    - Contract Term: Period covering March 24, 2026 through August 1, 2027
    - Funding Source: Bond – 661-81-6629-00-129-99-M-10

VENDOR	AWARD AMOUNT
Gilbane Building Company	$1,663,013 approximately

2. Be it resolved that the Board approve the Purchase of 2020 Bond, Sam Houston High School Project, Change Order #1, AIA G701. This will incorporate HVAC upgrades at the Science and Music Buildings and fencing upgrades.
    - Recommended by: Construction and Development Services
    - Submitted by: Yvonne Little
    - Selection Method: Construction Manager at Risk - CMAR #21-061(RC)
    - Contract Term: Period covering March 24, 2026 through August 1, 2027
    - Funding Source: Bond – 661-81-6629-00-006-99-M-10

VENDOR	AWARD AMOUNT
Gilbane Building Company	$548,594 approximately

3. Be it resolved that the Board approve the Purchase of 2020 Bond for Architectural Services for Smith Elementary School for Project Restart at Miller Elementary School.
    - Recommended by: Construction and Development Services
    - Submitted by: Yvonne Little
    - Selection Method: Request for Qualifications – RFQ #20-045(RC)
    - Contract Term: Period covering March 24, 2026 through March 22, 2027
    - Funding Source: Bond – 661-81-6629-01-165-99-M-20

VENDOR	**AWARD AMOUNT**
LPA, Inc.	$813,838 approximately

4. Be it resolved that the Board approve the purchase of District-wide Elevator Preventative Maintenance, Inception and Repair on an "as needed" basis. This purchase will comply with the Americans with Disabilities Act (ADA). Resolved that the Board approve the contract and, further, that the Board authorize the Superintendent or his designee to exercise any renewals or extensions of the contract term pursuant to the contract's provisions.
    - Recommended by: Facilities Services
    - Submitted by: Philip Gwin
    - Selection Method: Request for Proposal – RFP #25-034(GL)
    - Contract Term: Period covering April 1, 2026 through March 31, 2028 with the option to renew for three (3) additional one (1) year periods
    - Funding Source: Local – 199-51-6249-03-934-99-0-00

VENDOR	**AWARD AMOUNT**
Elevated Facility Services	$256,296 approximately

III. BUDGET CODE NUMBER, DESCRIPTION AND AMOUNT
N/A

IV. 2025 - 2026 DISTRICT GOALS/GUARDRAILS (CHECK ALL THAT APPLY)

☒ **Improve Reading and Writing Outcomes for all Students** - We will increase the percentage of all students who are Meets grade level in reading across all grades from 35% in August 2022, to 50% in August 2027.

☒ **Improve Math Outcomes for Black Students** - We will increase the percentage of Black students who score at Meets Grade Level on a Math STAAR assessment from 21% in 2025 to 50% in 2030, and all students from 27% in 2025 to 50% in 2030.

☒ **Improve College Readiness for Students with Disabilities** - We will increase the percentage of students with IEPs receiving instruction and services in the general education setting who meet the TSI College-Ready Standard in reading and math from 4% in August 2022, to 30% in August 2027.

☒ **Improve Social Emotional Readiness in all Students** - We will increase by 25% the percentage of all students who meet the "to be determined" SAISD Standard for Social Emotional Readiness from the August 2024 baseline, to baseline +25% in August 2027.

The following Board Guardrails were designed to represent the community values that must be protected while in pursuit of the Board Goals. (CHECK ALL THAT APPLY)

☒ **Embrace Our Community** - The Superintendent will not implement major decisions of the board without authentic community engagement, including students, staff, families, and community.

☒ **Support Excellent Schools in Every Neighborhood** - The Superintendent will not allow any neighborhood to be without a high-quality school.

☒ **Create Safe Environments** - The Superintendent will not allow students, staff, and families to learn and work in an environment that is not physically and emotionally safe.

☒ **Ensure Equitable Funding** - The Superintendent will not allow any school to be funded at a level that is inadequate to produce transformational learning in all students.

Docusign Envelope ID: 6F2077F1-0409-49EB-ABE1-145BE1AD0038

PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase:
2020 Bond Graebner Elementary School – AIA G701 Change Order #1. The original GMP 1 was approved on April 17, 2023.

2. How will goods and/or services be used? (*List Campus/Grades Impacted):*
CO#1 increases the GMP to supplement the project contingency for the 2020 Bond Graebner ES project. This adjustment is necessary to cover various scope items, specifically regarding HVAC systems and the building envelope.

3. Submitted by: Yvonne Little (Printed Name) | CDCS (Department) | 02/05/2026 (Date)

4. Recommended Vendor(s): Company Name: Gilbane Building Company
Address: 7 Jackson Walkway
City/State/Zip: Providence, RI 02903
Phone No: (713) 209-1889
Point of Contact: Omar Garcia
E-Mail Address: ogarcia@gilbaneco.com
(Use a separate sheet to identify multiple vendors)
Vendor #: 33681
(Please provide vendor number if you have used them before. If not, put N/A)

5. Procurement Method: (*check one*)

X	Competitive Solicitation (RFP, CSP, IFB)	Contract #: CMAR#21-061(RC)
	Purchasing Coop (i.e. ESC 20, DIR, Buy Board)	Coop Name/Contract#:
	Interlocal (i.e. NISD, Judson ISD, NEISD)	Contract #:
	Professional Services (RFQ)	Contract Expiration Date: 08/01/2027
	Sole Source	Renewals: Yes ____ No X
	Other (MOU, MOA, etc..)	No. of Renewals: 0

6. Purchase valid from: 03/24/2026 through: 08/01/2027

7. Type of Request: *(check one)*
X One-Time Purchase
____ Purchase throughout the school year or on an "*as needed*" basis
____ Expenditure *(funding increases)*

8. Total cost for Goods and/or Services to be purchased $ 1,663,013.00 (*Approximately*).

Please provide the cost for each year if applicable for multi-year contracts.

Approximate Yearly Amount(s). *(Please estimate to the best of your ability the total spent for each year.)*	Year 1 (Current Fiscal YR)	$ 1,663,013.00
	Year 2	$ 0
	Year 3	$ 0
	Year 4	$ 0
	Year 5	$ 0

9. Funding Source(s) – check all that apply: Federal ____ State ____ Local ____ Bond X

Provide Budget Codes & Descriptions: 2020 Bond
661-81-6629-00-129-99-M-10

Docusign Envelope ID: 6F2677A1-0469-49EB-ABE1-145BE1AD0038

10. Provide a copy of General Ledger Inquiry showing corresponding balances.

11. Additional Impact:
    A. Other Estimated Financial Impact (other costs that will be needed as a result of this purchase):

    1) Vehicle Insurance ***(Director, Employee Benefits signs below)*** $ 0

Yvonne Little Requestor Signature	Yvonne Little Typed Name	2/5/2026 Date
Sr. Executive Director / Executive Director/Director Signature	Typed Name	Date
Construction & Development Services Signature	Yvonne Little Typed Name	Date
Chief Operations Officer Signature	Jenny Arredondo Typed Name	2/6/2026 Date
Interim Deputy Chief Information Technology Officer Signature	Eugene Gonzales Typed Name	Date
Instructional Superintendent / Assistant Superintendent Signature	Typed Name	Date
Patti Salzmann Deputy Superintendent Signature	Patti Salzmann Typed Name	2/9/2026 Date
Kim Tocci Director, Procurement Services Signature	Kim Tocci Typed Name	2/9/2026 Date
Dorothy H. Carreon Chief Financial Officer, Financial Services Signature	Dottie Carreon Typed Name	2/10/2026 Date
Chief Signatures for: (Communications / Data Operations / Human Capital / Police/Staff)	Typed Name	Date

Reviewed By: RC

Revised: November, 2025

Docusign Envelope ID: 6F02771-0409-49EB-ABE1-145BE1AD0058

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Change Order

PROJECT: *(Name and address)*	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
San Antonio Independent School District - Bond 2020 Graebner Elementary School - VLK Project #21-044.00 530 Hoover Avenue San Antonio, TX 78225	Contract For: General Construction Date: February 23, 2022	Change Order Number: 001 Date: November 24, 2025
OWNER: *(Name and address)*	**ARCHITECT:** *(Name and address)*	**CONTRACTOR:** *(Name and address)*
San Antonio Independent School District 514 Quincy Street San Antonio, Texas 78205	VLK Architects, LLC 2700 Via Fortuna Building 2, Suite 230 Austin, Texas 78746	Gilbane Building Company 13750 San Pedro, Suite 420 San Antonio, Texas 78232

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The original Guaranteed Maximum Price was	$	37,538,652.00
The net change by previously authorized Change Orders	$	0.00
The Guaranteed Maximum Price prior to this Change Order was	$	37,538,652.00
The Guaranteed Maximum Price will be increased by this Change Order in the amount of	$	1,663,013.00
The new Guaranteed Maximum Price including this Change Order will be	$	39,201,665.00

The Contract Time will be increased by Two Hundred Twenty-One (221) days.
The new date of Substantial Completion will be July 31, 2027

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT *(Signature)*	CONTRACTOR *(Signature)*	OWNER *(Signature)*
AIA, Principal *(Printed name, title, and license number if required)*	Brent Ivey, VP *(Printed name and title)*	*(Printed name and title)*
November 24, 2025 *Date*	November 24, 2025 *Date*	*Date*

Digitally signed by Brent Ivey
DN: C=US, E=bivey@gilbaneco.com, O=Gilbane Building Company, OU=Vice President, CN=Brent Ivey
Date: 2025.11.24 11:28:01-06'00'

REGISTERED ARCHITECT
TIMOTHY D. KUNZ
23556
STATE OF TEXAS

11/24/2025

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November 24, 2025

Reference: Graebner Elementary School
San Antonio Independent School District
VLK Project No. 21-044.00

The Guaranteed Maximum Price for Graebner Elementary School will be increased by this Change Order in the amount of $1,663,013. The amount of $1,663,013.00 shall be distributed as follows:

$945,000 shall be added to Owner's Contingency

$698,168 shall be added to General Conditions

$19,845 shall be added to the CMR Fee

Tim Kunz, AIA

VLK Architects

Docusign Envelope ID: 6F82771-0405-49EB-ADE1-143BE1AD0038

Gilbane Building Company
13750 San Pedro Ave Suite 420
San Antonio, TX

Project: Graebner Elementary
Reference Document: ESTIMATE FOR OWNER CONTINGENCY INCREASE - REV1
Gilbane Reference No.: ESTIMATE Date: November 7, 2025
Description:

As requested by SAISD, this updated estimate for allowances related tounforseen conditions is as follows:
- Replacement of Subflooring at 1930s Building in preparation for the new LVT overlay that will be installed throughout.
- Install LVT ilo of refinished wood floor on Level 1 of the 1950s Building
- Roof Scope Adjustments due to Pyrofill Lightweight Concrete and Moisture in Existing Cafeteria and Kitchen Roof
- VOID - (for documentation purposes) No Roof Replacement of 2001 Building and Coating on the Existing Gym
- Mechanical Room Air Handler Unit Replacement in 2001 Building
- HVAC Fan Powered Box Replacement in 2001 Building and Ceiling Grid Adjustments for Access
- Wood Joist/Truss Remediation at 1930s Building
- Windows Opening Modifications due to Existing Conditions in the 1930s & 1950s Buildings.
- Completion Contingency as requested by SAISD
- All this work cannot be accomplished in the current project schedule and will require additional extensions to the current projected completion of Dec 2026. This is a projection of the schedule extension through July 2027 and subject to adjustments when scope is defined.

Time Extension as a Result of this Change: 212

Bid Package	Scope Description	Subcontractor	Allowance
	Subflooring at 1930s Building		50,000
	LVT ilo Refinished Wood Floor Level 1 1950s Building		65,000
	Roof Adjustments due to Pyrofill at Cafeteria and Kitchen Roof		75,000
	Roof Replacement at Bldg F and Gym Roof Coating		Rejected
	HVAC Air Handler Replacement in 2001 Building		305,000
	HVAC Fan Powered Box Replacement in 2001 Building		115,000
	Wood Roof Joist/Truss Remediation at 1930s Roof		100,000
	Windows Opening Modifications at the 1930s & 1950s Buildings		85,000
	Completion Contingency		150,000
		Subtotal	945,000
	General Conditions		698,168
	CMR Fee (2.1% COW)		19,845
Total			**1,663,013**

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PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase:
2020 Bond Sam Houston High School – AIA G701 Change Order #1. The original GMP 1 was approved on April 17, 2023.

2. How will goods and/or services be used? (*List Campus/Grades Impacted):*
Change Order #1 increases the Guaranteed Maximum Price (GMP) to supplement the project contingency to incorporate HVAC upgrades at the Science and Music Buildings and fencing upgrades for the 2020 Bond Sam Houston High School project.

3. Submitted by: Yvonne Little (Printed Name) | CDCS (Department) | 02/05/2026 (Date)

4. Recommended Vendor(s): Company Name: Gilbane Building Company
Address: 7 Jackson Walkway
City/State/Zip: Providence, RI 02903
Phone No: (713) 209-1889
Point of Contact: Omar Garcia
E-Mail Address: ogarcia@gilbaneco.com
(Use a separate sheet to identify multiple vendors)
Vendor #: 33681
(Please provide vendor number if you have used them before. If not, put N/A)

5. Procurement Method: (*check one*)

X	Competitive Solicitation (RFP, CSP, IFB)	Contract #: CMAR #21-061(RC)
	Purchasing Coop (i.e. ESC 20, DIR, Buy Board)	Coop Name/Contract#:
	Interlocal (i.e. NISD, Judson ISD, NEISD)	Contract #:
	Professional Services (RFQ)	Contract Expiration Date: 08/01/2027
	Sole Source	Renewals: Yes ____ No X
	Other (MOU, MOA, etc..)	No. of Renewals: 0

6. Purchase valid from: 03/24/2026 through: 08/01/2027

7. Type of Request: *(check one)*
- X One-Time Purchase
- ____ Purchase throughout the school year or on an "*as needed*" basis
- ____ Expenditure *(funding increases)*

8. Total cost for Goods and/or Services to be purchased $ 548,594.00 (*Approximately*).

Please provide the cost for each year if applicable for multi-year contracts.

Approximate Yearly Amount(s). *(Please estimate to the best of your ability the total spent for each year.)*	Year 1 (Current Fiscal YR)	$ 548,594.00
	Year 2	$ 0
	Year 3	$ 0
	Year 4	$ 0
	Year 5	$ 0

9. Funding Source(s) – check all that apply: Federal ____ State ____ Local ____ Bond X

Provide Budget Codes & Descriptions: Bond 2020
661-81-6629-00-006-99-M-10

Docusign Envelope ID: 050C8EEA-2E04-48C4-9514-5EE6A7EE1A30

10. Provide a copy of General Ledger Inquiry showing corresponding balances.

11. Additional Impact:

A. Other Estimated Financial Impact (other costs that will be needed as a result of this purchase):

1) Vehicle Insurance ***(Director, Employee Benefits signs below)*** $ 0

Yvonne Little	Yvonne Little	2/5/2026
Requestor Signature	Typed Name	Date
Sr. Executive Director / Executive Director/Director Signature	Typed Name	Date
	Yvonne Little	
Construction & Development Services Signature	Typed Name	Date
	Jenny Arredondo	2/6/2026
Chief Operations Officer Signature	Typed Name	Date
	Eugene Gonzales	
Interim Deputy Chief Information Technology Officer Signature	Typed Name	Date
Instructional Superintendent / Assistant Superintendent Signature	Typed Name	Date
Patti Salzmann	Patti Salzmann	2/9/2026
Deputy Superintendent Signature	Typed Name	Date
Kim Tocci	Kim Tocci	2/9/2026
Director, Procurement Services Signature	Typed Name	Date
Dorothy H. Carreon	Dottie Carreon	2/10/2026
Chief Financial Officer, Financial Services Signature	Typed Name	Date
Chief Signatures for: (Communications / Data Operations / Human Capital / Police/Staff)	Typed Name	Date

Reviewed By: RC

DocuSign Envelope ID: 0500CELA-2E04-4CC4-9514-5EE0A7EE1A50

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Change Order

PROJECT: *(Name and address)*	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
SAISD Sam Houston High School 4635 East Houston St. San Antonio. TX 78220 KAI Project #35-21010-00	Contract For: General Construction Date: February 23, 2022	Change Order Number: 001 Date: 12/19/2025

OWNER: *(Name and address)*	ARCHITECT: *(Name and address)*	CONTRACTOR: *(Name and address)*
San Antonio Independent School District 514 W. Quincy St. San Antonio, TX 78212	KAI 5010 Riverside Dr, Ste 250 Irving, TX 75039	Gilbane Building Company 13750 San Pedro, Suite 420 San Antonio, TX 78232

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Addition of Air-cooled Chiller replacement scopes at Science building and Music building per SAISD request ($537,310.00 + $11,284.00 General Contractor fee) to be added to Owner's Contingency. See attached ATP-047 and Recommendation for Change Order for HVAC Upgrades Outside of the Construction Area.
Original Owner's Contingency amount = $538,167.00
Change to Owner's Contingency = $548,594.00
New Owner's Contingency = $1,086,761.00

The original Contract Sum was	$	34,217,458.00
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	34,217,458.00
The Contract Sum will be increased by this Change Order in the amount of	$	548,594.00
The new Contract Sum including this Change Order will be	$	34,766,052.00

The Contract Time will be unchanged by zero (0) days.
The new date of Substantial Completion will be July 31, 2026

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

KAI Enterprises	Gilbane Building Company	San Antonio Independent School District
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
William Allen	Brent Ivey Digitally signed by Brent Ivey DN: C=US, E=brent.ivey@gilbaneco.com, O=Gilbane Building Company, OU=VP-Sr. President, CN=Brent Ivey Date: 2025.12.19 12:27:24-06'00'	
SIGNATURE	**SIGNATURE**	**SIGNATURE**
William Allen, AIA NCARB	Brent Ivey	Yvonne Little
Sr. Architectural SME	Vice President - Sr. Project Executive	Sr. Executive Director CDCS
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
12/19/2025	12/19/2025	
DATE	**DATE**	**DATE**

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Gilbane Building Company
13750 San Pedro Avenue,
St. 420
San Antonio, Texas 78232
P: (210) 536-6770

Project: J09680.100 - SAISD Bond 2020
Sam Houston High School
4635 E Houston
St, San Antonio, TX 78220

PROJECT : Sam Houston HS Renovation
PROPOSAL REQUEST : Rev-012
GILBANE ATP REFERENCE No. : 47
DATE : **10/8/2025**

Proposal Request Description

This proposal includes the changes associated with the following scopes of work as outlines in REV-012 for the replacement of the chiller at the Music Building and the Science Building. This change also captures the change to the fencing (gate) at the west parking lot.

This ATP considers the following assumptions in the pricing presented:
- This proposal captures the cost associated with the electrical, mechanical, and fencing work as shown on the Rev-012 drawings.
- Upon approval of this ATP, the chillers will be released with an expected delivery time of 12-16 weeks. The submittal documents are included in this package and will be submitted "for record" via the standard submittal procedure.
- Owner to update their 3rd Party Testing to include TAB/CX for the new equipment as it is specifically excluded in our proposal but we do include the coordination with the 3rd Party Company as they perform the TAB/CX.
-Concrete, irrigation, and landscape work at the sidewalk and planter area will be reconciled in the changes associated with the civil work resulting from the grade adjustments in separate correspondence. They are excluded from this proposal.
- SAISD has rights to salvage equipment/parts off of the existing units. The proposal includes haul off, by Gillette, of the existing units.
- Note that the project DOES NOT have any permits associated with these areas and could result in a CoSA requirement to open new permits for the work. The cost of permitting is excluded from this proposal.
- This proposal includes additional fencing for protection/isolation of the respective areas.
- This proposal includes the cehmical assessment of the existing lines and final testing of the chemical to assure spec compliance.
- The mechanical scope captures the cost of the new controls required for the system. The sequence of operation will be similar to the existing control sequence but a new program will be required as the units proposed are Carrier (make) and do not work with the existing program.
- This proposal also includes the integrated VFD as requested via email correspondence by KAI's Mechanical Engineer.

Company	Description	Subcontract	Material	Labor	TOTAL
Gillette	Rev-012 - Chiller Replacement	$ 448,190.00			$ 448,190.00
Tumlinson	Rev-012 - Electrical Work for Chiller Replacement	$ 59,242.00			$ 59,242.00
Anchor	Rev-012 - Fence Changes at West Parking Lot	$ 5,485.00			$ 5,485.00
EA	Secured Fencing at Chiller Areas	$ 3,727.00			$ 3,727.00
					$ -
					$ -
	SUBTOTAL	**$ 516,644.00**	**$ -**	**$ -**	**$ 516,644.00**
4%	CONTRACTOR MARKUP	$ 20,666.00	$ -	$ -	$ 20,666.00
		$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -
	Total	**$ 537,310.00**	**$ -**	**$ -**	**$ 537,310.00**

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PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase:
Request for Qualifications (RFQ) #20-045 (RC) Architectural Services. Original Board approval March 22, 2021 and approved increase Board approval October 18, 2021.

2. How will goods and/or services be used? (*List Campus/Grades Impacted):*
2020 Smith Elementary School - Architectural additional services for Project Restart at Miller Elementary.

3. Submitted by: Yvonne Little (Printed Name) | CDCS (Department) | 02/05/2026 (Date)

4. Recommended Vendor(s): Company Name: LPA, Inc.
Address: P. O. Box 7399
City/State/Zip: Newport Beach, CA 92658
Phone No: (210) 829-1737
Point of Contact: Benjamin Rosas
E-Mail Address: brosas@lpadesignstudios.com
(Use a separate sheet to identify multiple vendors)
Vendor #: 59204
(Please provide vendor number if you have used them before. If not, put N/A)

5. Procurement Method: (*check one*)

X	Competitive Solicitation (RFP, CSP, IFB)	Contract #: SAISD RFQ#20-045(RC)
	Purchasing Coop (i.e. ESC 20, DIR, Buy Board)	Coop Name/Contract#:
	Interlocal (i.e. NISD, Judson ISD, NEISD)	Contract #:
	Professional Services (RFQ)	Contract Expiration Date: 03/22/2027
	Sole Source	Renewals: Yes ____ No X
	Other (MOU, MOA, etc..)	No. of Renewals: 0

6. Purchase valid from: 3/24/2026 through: 3/22/2027

7. Type of Request: *(check one)*
X One-Time Purchase
____ Purchase throughout the school year or on an "*as needed*" basis
____ Expenditure *(funding increases)*

8. Total cost for Goods and/or Services to be purchased $ 813,838.00 (*Approximately*).

Please provide the cost for each year if applicable for multi-year contracts.

Approximate Yearly Amount(s). *(Please estimate to the best of your ability the total spent for each year.)*	Year 1 (Current Fiscal YR)	$ 813,838.00
	Year 2	$ 0
	Year 3	$ 0
	Year 4	$ 0
	Year 5	$ 0

9. Funding Source(s) – check all that apply: Federal ____ State ____ Local ____ Bond X

Provide Budget Codes & Descriptions: Bond 2020
661-81-6629-01-165-99-M-20

Docusign Envelope ID: 050C8EEA-2E04-48C4-9514-5EE6A7EE1A30

10. Provide a copy of General Ledger Inquiry showing corresponding balances.

11. Additional Impact:

A. Other Estimated Financial Impact (other costs that will be needed as a result of this purchase):

1) Vehicle Insurance ***(Director, Employee Benefits signs below)*** $ 0

Yvonne Little Requestor Signature	Yvonne Little Typed Name	2/5/2026 Date
Sr. Executive Director / Executive Director/Director Signature	Typed Name	Date
Construction & Development Services Signature	Yvonne Little Typed Name	Date
Chief Operations Officer Signature	Jenny Arredondo Typed Name	2/6/2026 Date
Interim Deputy Chief Information Technology Officer Signature	Eugene Gonzales Typed Name	Date
Instructional Superintendent / Assistant Superintendent Signature	Typed Name	Date
Patti Salzmann Deputy Superintendent Signature	Patti Salzmann Typed Name	2/9/2026 Date
Kim Tocci Director, Procurement Services Signature	Kim Tocci Typed Name	2/9/2026 Date
Dorothy H. Carreon Chief Financial Officer, Financial Services Signature	Dottie Carreon Typed Name	2/10/2026 Date
Chief Signatures for: (Communications / Data Operations / Human Capital / Police/Staff)	Typed Name	Date

Reviewed By: RC

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Additional Services Request 03r1

Date: January 23, 2026

To: Yvonne Little
San Antonio Independent School District
1270 W. Summit
San Antonio, TX 78201

From: Benjamin Rosas

Project Name: SAISD Smith Elementary School at Miller Elementary School Renovations

Project No.: 30395.20

Regarding: Project Restart at Miller Elementary

This proposal is submitted in accordance with SAISD's IDIQ RFQ ~~20-043~~ 20-045 (RC).

Yvonne,

We are pleased to submit this proposal for additional services to resume the Smith Elementary Bond 2020 Project with full design services for its newly intended location at Miller Elementary School. This proposal reflects the total value of design services paid to date from SAISD for the original 2020 Bond Project which was placed on hold, and has been developed and billed up to 15% CD. This proposal also includes a fixed fee to cover substantial changes in scope and schedule.

The project scope has been modified as shown in the attached feasibility study to now be the full renovation of the 57,763 GSF existing Miller Elementary School shown as Phase 1. No new construction is anticipated or scoped within these services (Phase 2 will be a separate project) except for a new central plant for the facility and sitework as the budget allows.

The fixed fee is intended to cover the following major changes in scope and schedule.

- Scope Changes:
  - Project type is now a full renovation of an existing building as opposed to a partial renovation and new construction project at the prior contracted site.
  - Different project site from prior contracted site.
    - Previous project was located at Smith Elementary School and we are now designing at Miller Academy.
    - Site area is increased by nearly 100,000 GSF
    - Building area is increased by roughly 1,500 GSF
    - Phasing of full build out is required
      - Separate portable building package
      - Early site planning is required identifying location of future addition
- Schedule Changes:
  - Longer design and construction schedule required due to change in nature of scope. 8 additional months over prioir project schedule.
  - Market/economic correction due to project pause in 2022 and restart in 2026

The original construction budget of $23,818,718.00 remains unchanged. The program as shown in the feasibility study captures the district's revised program to fit this facility. The deliverables and number of

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meetings remain as shown in the original terms of the contract. The intended date of design completion is April 23, 2027.

Original Project:	
Original Contract Value (6.5920% of $23,818,718)	*$1,570,130.00*
Fee Invoiced and Paid to Date on Original Project:	
SD through 15% CD	*$553,471.00*
Original Project Canceled with a Fee Balance of	***$1,016,659.00***

Project Restart:	
Schematic Design Phase:	$157,013.00
Design Development Phase:	$314,027.00
Construction Document Phase (15%)	$82,431.00
SD through 15% CD	$553,471.00
+ Scope and Schedule Changes (Fixed Fee):	$260,367.00
Restart Fee:	$813,838.00
+ Previous Project Fee Balance:	$1,016,659.00
Total Revised Contract Value:	$1,830,497.00

Revised Phase Breakdown:	
Schematic Design	$115,550.00
Design Development	$381,099.00
Construction Documents	$666,924.00
Bidding and Negotiating	$95,275.00
Construction Administration	$571,649.00
Total Revised Contract Value:	$1,830,497.00

Thank you,

Benjamin Rosas, AIA, LFA, NOMA
Project Manager, Architect
brosas@lpadesignstudios.com
210.503.6188

Docusign Envelope ID: 2DAD70DE-F74C-44C3-8E81-750CCFB0E4DF

PROCUREMENT SERVICES CONSENT AGENDA FORM

1. Description of goods, services and/or contract recommended for purchase:
District-Wide Elevator Preventative Maintenance, Inception and Repair

2. How will goods and/or services be used? (*List Campus/Grades Impacted):*
District-wide vertical mobility access between floors in compliance with the Americans with Disabilities Act (ADA). Including after-hours service and passenger entrapment response.

3. Submitted by: Philip Gwin (Printed Name) | Facilities Services (Department) | 01/16/2026 (Date)

4. Recommended Vendor(s): Company Name: Elevated Facility Services
Address: 11853 Starcrest Drive
City/State/Zip: San Antonio, Texas 78247
Phone No: (309) 339-9381
Point of Contact: Taylor Oliphant
E-Mail Address: taylor.oliphant@efsteam.com
(Use a separate sheet to identify multiple vendors)
Vendor #: 112917
(Please provide vendor number if you have used them before. If not, put N/A)

5. Procurement Method: (*check one*)

X	Competitive Solicitation (RFP, CSP, IFB)	Contract #:	RFP #25-034 (GL)
	Purchasing Coop (i.e. ESC 20, DIR, Buy Board)	Coop Name/Contract#:	
	Interlocal (i.e. NISD, Judson ISD, NEISD)	Contract #:	
	Professional Services (RFQ)	Contract Expiration Date:	03/31/2028
	Sole Source	Renewals: Yes X	No
	Other (MOU, MOA, etc..)	No. of Renewals:	Three additional one (1) years

6. Purchase valid from: 04/01/2026 through: 03/31/2028

7. Type of Request: *(check one)*
- ____ One-Time Purchase
- X Purchase throughout the school year or on an "*as needed*" basis
- ____ Expenditure *(funding increases)*

8. Total cost for Goods and/or Services to be purchased $ 256,296.00 (*Approximately*).

Please provide the cost for each year if applicable for multi-year contracts.

Approximate Yearly Amount(s). *(Please estimate to the best of your ability the total spent for each year.)*	Year 1 (Current Fiscal YR)	$ 256,296.00
	Year 2	$ 0
	Year 3	$ 0
	Year 4	$ 0
	Year 5	$ 0

9. Funding Source(s) – check all that apply: Federal ____ State ____ Local X Bond ____

Provide Budget Codes & Descriptions: 199-51-6249-03-934-99-0-00
Elevator Maintenance/Repair/Inspections

Docusign Envelope ID: 2DAD70DE-F74C-44C3-8E81-730CCFB6E4D1

10. Provide a copy of General Ledger Inquiry showing corresponding balances.

11. Additional Impact:
    A. Other Estimated Financial Impact (other costs that will be needed as a result of this purchase):
        1) Vehicle Insurance ***(Director, Employee Benefits signs below)*** $ 0

Requestor Signature	Philip Gwin Typed Name	1/16/2026 Date
Sr. Executive Director / Executive Director/Director Signature	Henry Acosta Typed Name	1/16/2026 Date
Construction & Development Services Signature	Yvonne Little Typed Name	 Date
Chief Operations Officer Signature	Jenny Arredondo Typed Name	1/16/2026 Date
Interim Deputy Chief Information Technology Officer Signature	Eugene Gonzales Typed Name	 Date
Instructional Superintendent / Assistant Superintendent Signature	 Typed Name	 Date
Deputy Superintendent Signature	Patricia Salzmann Typed Name	1/28/2026 Date
Director, Procurement Services Signature	Kim Tocci Typed Name	1/29/2026 Date
Chief Financial Officer, Financial Services Signature	Dottie Carreon Typed Name	1/29/2026 Date
Chief Signatures for: (Communications / Data Operations / Human Capital / Police/Staff)	 Typed Name	 Date

Reviewed By: RC

Revised: November, 2025

Please note: These minutes are contingent upon Board approval at the March 23rd Board Meeting.

Minutes of Special Board Meeting
San Antonio Independent School District Board of Trustees
Monday, February 9, 2026

NOTE: These minutes reflect all agenda items in the order as originally posted and do not necessarily reflect the order in which the items were discussed and/or voted on.

Special Board Meeting of the Board of Trustees of the San Antonio ISD was held on Monday, February 9, 2026, beginning at 5:33 PM, Board Room, 514 W. Quincy Street, San Antonio, TX 78212.

1. **Meeting Called to Order**
   A. Roll Call of Board Members Present and Declaration of Quorum Present__**6**__ Absent__**1**__
      1. Ms. Alicia Sebastian - Absent
      2. Mrs. Christina Martinez – Arrived at 5:34 p.m.
      3. Mr. Jacob Ramos
      4. Mr. Ed Garza
      5. Mrs. Stephanie Torres
      6. Mr. Arthur Valdez
      7. Dr. Mike Villarreal
   B. Recording of Superintendent Present
      1. Dr. Jaime Aquino
   C. Pledge of Allegiance to the U. S. Flag
   D. Salute to the Texas Flag - "Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."
   E. Citizens' Presentations - 30-minute total time limit for this item
      No citizens presented.

2. **Approve Employee Pay for Inclement Weather Closures Up To and Including a Total of Five School Days During the 2025-2026 School Year**
   Motion by Mr. Valdez to approve employee pay for inclement weather closures up to and including a total of five school days during the 2025-2026 school year; Second by Mrs. Torres; approved by a vote of 6-0 with Ms. Sebastian being absent.

3. **Discussion Regarding the Proposed SAISD 2026-2027 Budget**
   This was a discussion-only item. No action was required.

4. **Closed Session**
   A. Mrs. Martinez convened the Board in Closed Session at 7:45 p.m. as authorized by the Texas Government Code Chapter 551, et. Seq. (TGC 551.071 and TGC 551.074)
   B. Mrs. Martinez reconvened the Board in Open Session at 9:22 p.m. and took appropriate action on items discussed in Closed Session.
      1. Consultation with legal counsel regarding legal and contractual issues related to the management agreements and performance contracts with 1882 partners. (TGC 551.071)
         No action taken.
      2. Consultation with Superintendent and discussion regarding the hiring of the candidate for the position of Chief Financial Officer, subject to the Superintendent's authority to reassign. (TGC 551.074)
         Motion by Mr. Ramos to approve the hiring of Crystal Hermesch for the position of Chief Financial Officer, subject to the Superintendent's authority to reassign; Second by Mr. Garza; approved by a vote of 5-0 with Ms. Sebastian and Mr. Valdez being absent.

Please note: These minutes are contingent upon Board approval at the March 23rd Board Meeting.

5. Adjournment

Mrs. Martinez adjourned the meeting at 9:23 p.m.

MINUTES APPROVED

The foregoing minutes of the Special Board Meeting of the Board of Education of the San Antonio Independent School District held on Monday, February 9, 2026 were duly approved at a meeting held on March 23, 2026.

ATTEST:

Alicia Sebastian **President, Board of Education** **San Antonio Independent School District**	**Jacob Ramos** **Secretary, Board of Education** **San Antonio Independent School District**

Please note: These minutes are contingent upon Board approval at the March 23rd Board Meeting.

Minutes of Public Hearing
San Antonio Independent School District Board of Trustees
Tuesday, February 17, 2026

NOTE: These minutes reflect all agenda items in the order as originally posted and do not necessarily reflect the order in which the items were discussed and/or voted on.

Public Hearing of the Board of Trustees of the San Antonio ISD was held on Tuesday, February 17, 2026, beginning at 5:38 PM, Board Room, 514 W. Quincy Street, San Antonio, TX 78212.

1. **Meeting Called to Order**
   A. Roll Call of Board Members Present and Declaration of Quorum Present__**6**__ Absent__**1**__
      1. Ms. Alicia Sebastian
      2. Mrs. Christina Martinez
      3. Mr. Jacob Ramos
      4. Mr. Ed Garza – absent
      5. Mrs. Stephanie Torres
      6. Mr. Arthur Valdez
      7. Dr. Mike Villarreal
   B. Recording of Superintendent Present
      1. Dr. Jaime Aquino
   C. Pledge of Allegiance to the U. S. Flag
   D. Salute to the Texas Flag - "Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."

      Dr. Aquino recognized and honored the San Antonio ISD Board of Trustees as part of School Board Recognition Month. He took the opportunity to recognize the critical role that trustees play in shaping our schools, supporting our educators, and advocating for the success of every student. A heartfelt video featuring testimonials from various SAISD staff and students was presented. Additionally, Principal Kimberly Barg, Art Teacher Kelsey Debus and their talented students surprised board members with special gifts. Dr. Aquino thanked the Trustees for their steadfast leadership, service to the community and commitment to ensuring every SAISD student thrives. President Sebastian acknowledged students and staff for the celebration.

   E. Citizens' Presentations - 30-minute total time limit for this item (Please note: Public comments are limited to items on the posted agenda.)
      None presented.

2. **Public Hearing of 2024-25 Texas Academic Performance Report (TAPR)**
   This was a discussion-only item. No action was required.

3. **Adjournment**
   Ms. Sebastian adjourned the meeting at 6:13 p.m.

Please note: These minutes are contingent upon Board approval at the March 23rd Board Meeting.

MINUTES APPROVED

The foregoing minutes of the Public Hearing of the Board of Education of the San Antonio Independent School District held on Tuesday, February 17, 2026 were duly approved at a meeting held on March 23, 2026.

ATTEST:

Alicia Sebastian **President, Board of Education** **San Antonio Independent School District**	**Jacob Ramos** **Secretary, Board of Education** **San Antonio Independent School District**

Please note: These minutes are contingent upon Board approval at the March 23rd Board Meeting.

Minutes of Board Business Meeting A&B Combined
San Antonio Independent School District Board of Trustees
Tuesday, February 17, 2026

NOTE: These minutes reflect all agenda items in the order as originally posted and do not necessarily reflect the order in which the items were discussed and/or voted on.

Board Business Meeting A&B Combined of the Board of Trustees of the San Antonio ISD was held on Tuesday, February 17, 2026, beginning at 6:13 PM, Board Room, 514 W. Quincy Street, San Antonio, TX 78212.

1. Meeting Called to Order

A. Roll Call of Board Members Present and Declaration of Quorum Present__**7**__ Absent__**0**__
   1. Ms. Alicia Sebastian
   2. Mrs. Christina Martinez
   3. Mr. Jacob Ramos
   4. Mr. Ed Garza – arrived at 6:41 p.m.
   5. Mrs. Stephanie Torres
   6. Mr. Arthur Valdez
   7. Dr. Mike Villarreal

B. Recording of Superintendent Present
   1. Dr. Jaime Aquino

C. Pledge of Allegiance to the U. S. Flag

D. Salute to the Texas Flag - "Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."

E. Citizens' Presentations - 60-minute total time limit for this item
   For details regarding their comments, please refer to the video recording for this meeting located at www.saisd.net on the SAISD Board Page.
   1. Tina Rose, SAISD Retention Specialist
   2. Lashunda Wright, SAISD Retention Specialist
   3. Judy Geelhoed, SAISD Foundation
   4. Alejandra Lopez, SA Alliance

   Ms. Sebastian took a point of personal privilege to acknowledge Black History Month and to recognize the passing of Reverend Jesse Jackson. She noted Reverend Jackson's lifelong dedication to civil rights, economic justice, and expanding opportunity, emphasizing his reminder that access to education and economic mobility is essential to freedom and dignity. She stated that his leadership built on the work of previous civil rights leaders and continued to challenge each generation to advance equity. Ms. Sebastian also shared that several members participated in last month's march honoring Dr. Martin Luther King, the nation's largest gathering of its kind. She remarked that being among thousands in the community, united in remembrance and purpose, served as a powerful reminder that the work of justice and opportunity remains ongoing. She reflected on her experience as a proud public school graduate and noted that many opportunities available today were made possible through the efforts of leaders such as Dr. King and Reverend Jackson, who demanded that public institutions fulfill their promises. She stated that SAISD's priorities—academic excellence, literacy, college and career readiness, and safe, high-performing schools—reflect the district's commitment to continuing that work. She emphasized that equity must be demonstrated through outcomes, not just aspirations, and encouraged using the month to reflect and recommit to ensuring every student has access to the opportunities they deserve. She concluded by wishing everyone a Happy Black History Month.

2. Governance

A. Improve College Readiness for Students with Disabilities: Board Interim Goal Progress Monitoring 3.1, 3.2, & 3.3
This was a discussion-only item. No action was required.

B. Discussion and approval to negotiate with Latino Educational Equity Partnerships (LEEP) SB 1882 In-District Charter School Partner
Motion by Ms. Sebastian to approve to negotiate with Latino Educational Equity Partnerships (LEEP) SB 1882 In-District Charter School Partner and to require 75% family engagement; Second by Mrs. Martinez; approved by a vote of 6-1 with Mr. Ramos voting no.

C. Discussion and approval to negotiate with Third Future Schools (TFS) SB 1882 In-District Charter School Partner
Motion by Mrs. Martinez to approve to negotiate with Third Future Schools (TFS) SB 1882 In-District Charter School Partner and to require 75% family engagement; Second by Mr. Valdez; approved by a vote of 5-2 with Mr. Ramos and Mrs. Torres voting no.

D. Discussion and approval to negotiate with Texas A&M San Antonio Institute for School & Community Partnerships SB 1882 In-District Charter School Partner
Motion by Mrs. Martinez to approve to negotiate with Texas A&M San Antonio Institute for School & Community Partnerships SB 1882 In-District Charter School Partner and to require 75% family engagement; Second by Mrs. Torres; approved by a vote of 7-0 with all Board Members present.

E. Approval of Charters for the Board-Created Ad Hoc Committees on the Budget, Goal #2, Goal #3, Board Operating Procedures and Board Policy Review
Motion by Mrs. Torres to approve the Charters for the Board-Created Ad Hoc Committees on the Budget, Goal #2, Goal #3, Board Operating Procedures and Board Policy Review; Second by Mrs. Martinez; approved by a vote of 6-0 with Mr. Valdez not voting.

F. Discussion and Possible Action on the Presentation and Recommendation of the Board's Ad Hoc Committee Review of Board Goal 2
Motion by Mrs. Torres; Second by Mr. Villarreal; approved by a vote of 7-0 with all board members present. The board approved the Ad Hoc Committee's recommendation of Goal 2: Increase the percentage of Black students who score at Meets Grade Level on a Math STAAR assessment from 21% in 2025 to 50% in 2030, and all students from 27% in 2025 to 50% in 2030.

G. Discussion and Possible Action on the Presentation and Recommendation of the Board's Ad Hoc Committee Review of Board Goal 3
Motion by Dr. Villarreal; Second by Mrs. Torres; approved by a vote of 5-3 with Ramos, Sebastian & Martinez voting no. The board approved the Ad Hoc Committee's recommendation to add a new Interim Goal 3.4, which states All students: The percentage of all 11th and 12th grade students with credit earned in grades 11/12 or enrolled in one or more advanced academics course *or* are identified as a concentrator or completer within a program of study will improve from x% to x% in August 2029.

H. Discussion and Possible Action on the Presentation and Recommendation of the Board's Ad Hoc Committee Review of the District's Budget
Motion by Mr. Valdez; Second by Mrs. Martinez; approved by a vote of 7-0 with all board members present.

I. Discussion and Possible Action on the Presentation and Recommendation of the Board's Ad Hoc Committee Review of the Board Operating Procedures and Online Message Board
Motion by Mr. Ramos to approve the Board Operating Procedures amendment and continue with Option 3, which is to keep the current process for agenda setting with the Board Chair and Vice Chair and adopt the Online Message Board. Second by Mrs. Torres; approved by a vote of 7-0 with all board members present.

J. Discussion and Possible Action on the Presentation and Recommendation of the Board's Ad Hoc Committee Review of Policy Updates
This was a discussion-only item. No action was required.

K. Discussion and Action to Approve the Adoption of or Revision to Local Board Policies under the Board Policy Governance Manual and District-Initiated Changes to Local Board Policies under the Administration's Policy Manual
Motion by Mrs. Martinez to Approve the Adoption of or Revision to Local Board Policies under the Board Policy Governance Manual and District-Initiated Changes to Local Board Policies under the Administration's Policy Manual; Second by Mrs. Torres; approved by a vote of 7-0 with all board members present.

L. Approval of the Proposed SAISD Board Meeting Schedules for 2026-2027 and 2027-2028
Motion by Mrs. Martinez to approve the Proposed SAISD Board Meeting Schedules for 2026-2027 and 2027-2028; Second by Dr. Villarreal; approved by a vote of 7-0 with all board members present.

3. Consent Agenda

Motion by Mrs. Torres; Second by Dr. Villarreal; approved by a vote of 7-0 with all board members present.
(This vote relates to the items listed under this section.)

A. Approval of Schematic Design for the 2020 Bond Projects – High School Sports Fields Project Phase 1 (Highlands, Edison, and Lanier High Schools)
B. Approval of the Adoption of or Revisions to Local Board Policies under the Administration's Policy Manual
C. Approval of a Resolution to Designate Nonbusiness Days under the Texas Public Information Act for Calendar Years 2026 and 2027
D. Approval of Monthly Budget Reports and Amendments for February 2026
E. Approval of Procurement Services' Recommendations for Bids, Proposals, and Awards
F. Approval of Minutes for the following meetings
    1. January 12, 2026 Board Business Meeting A
    2. January 20, 2026 Board Business Meeting B

4. Closed Session

A. Ms. Sebastian convened the Board in Closed Session at 10:52 p.m. as authorized by the Texas Government Code Chapter 551, et. Seq. (TGC 551.071, TGC 551.072, TGC 551.074 and TGC 551.076)
B. Ms. Sebastian reconvened the Board in Open Session at 12:50 a.m. on Wednesday, February 18, 2026 and took appropriate action on items discussed in Closed Session.
    1. Deliberation regarding the purchase, exchange, lease or value of real estate, including legal issues on the acquisition process. (TGC 551.071 and TGC 551.072)
    No action taken.
    2. Consult with counsel on legal issues related to parameters for partnerships, sale or lease of vacant properties. (TGC 551.071 and 551.072)
    Motion by Mr. Ramos to adopt the parameters for partnerships, sale or lease of vacant properties; Second by Mrs. Torres; approved by a vote of 7-0 with all board members present.
    3. Consultation with legal counsel on the status of San Antonio Independent School District v. Lexington Ins. Co., McLarens, Inc., William J. Adams and Frost Ins. Agency Inc. in the 150th Judicial District in Bexar County, San Antonio, Texas. (TGC 551.071)
    No action taken.
    4. Consult with counsel on legal issues related to the right sizing of schools and the state accountability rating system. (TGC 551.071)
    No action taken.
    5. Deliberation regarding personnel matters, including but not limited to appointment, employment, evaluation, duties, discipline, reassignment, resignation, retirement, reclassification, report, and dismissal of a public officer or an employee; or to hear a complaint or charge against an officer or employee. This provision does not apply to a closed session discussion if the officer or employee who is the subject of the deliberation or hearing requests a public hearing. (TGC 551.074)
    No action taken.

6. Proposal to terminate probationary contract teacher(s) for good cause pursuant to TEC 21.104 (TGC 551.071 and TGC 551.074)
   No action taken.
7. Consultation with legal counsel and discussion regarding pursuing sanctions against educators who have abandoned their contract pursuant to TEC 21.210 and 19 TAC 249.14. (TGC 551.071 and TGC 551.074)
   Motion #1 by Mr. Ramos to render a finding that good cause does not exist for the following employee to abandon their contract:
   1. Shana Lawler

   Second by Mrs. Torres; approved by a vote of 7-0 with all board members present. Motion #2 by Mr. Ramos to report to SBEC that the afore-mentioned employee has abandoned her contract without good cause and that the District recommends sanctions against her certificate. Second by Mrs. Torres; approved by a vote of 7-0 with all board members present.
8. Consultation with legal counsel on matters related to campus staff and student security and safety. (551.071(2))
   No action taken.
9. Consultation with legal counsel and discussion regarding potential student safety issues and also regarding Intruder Detection Audits that are confidential pursuant to Texas Education Code Section 37.1084(d) and Texas Government Code Sections 552.101 and 552.116. (TGC 551.071 and TGC 551.076)
   No action taken.

5. Adjournment
Ms. Sebastian adjourned the meeting at 12:52 a.m. on Wednesday, February 18, 2026

MINUTES APPROVED
The foregoing minutes of the Board Business Meeting A&B Combined of the Board of Education of the San Antonio Independent School District held on Tuesday, February 17, 2026 were duly approved at a meeting held on March 23, 2026.

ATTEST:

Alicia Sebastian **President, Board of Education** **San Antonio Independent School District**	**Jacob Ramos** **Secretary, Board of Education** **San Antonio Independent School District**