AGREEMENT BETWEEN
MANOR INDEPENDENT SCHOOL DISTRICT AND
THIRD FUTURE SCHOOLS-TEXAS

This Agreement (the "Agreement") is made and entered into as of March 25, 2025 ("Commencement Date") by and between **MANOR INDEPENDENT SCHOOL DISTRICT**, a public independent school district and political subdivision of the State of Texas, ("District" or "MISD") and **THIRD FUTURE SCHOOLS-TEXAS** ("Operating Partner" or "OP") (together, the "Parties") to operate **Manor Middle School**, Campus Number 227907041 (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. Manor ISD is an independent school district created in accordance with the laws of Texas.

1.02 Authority to Contract. The Board of Trustees of Manor ISD 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. Third Future Schools-Texas 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)). MISD 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. A charter granted under TEC Chapter 12, Subchapter C begins on July 1, 2025, and expires on June 30, 2028, in accordance with TEC § 12.0531.

1.05 Consultation. The District has provided information and discussed this in-school charter with OP 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 2025-2026 school year in accordance with Article X of this Agreement.

ARTICLE III. DEFINED TERMS

3.01 School. In addition to the meaning as defined above in this Agreement as "Manor 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, the address of which is 12900 Gregg Manor Rd, Manor, TX 78653, 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 and end on June 30, 2028** ("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. 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. Unless OP agrees in writing, the District has no authority to make purchases or provide services to the School that are not identified as the District's responsibility under Article IX of this Agreement.

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.

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 with support from the District as outlined in Paragraph 9.02.7. 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.

9.01.6. *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.

9.01.7. *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.

9.01.8. *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").

9.01.9. *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 all activities as agreed to by the Parties which include, but are not 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 the cost for training missed by transportation employees due to working attendance days for OP that are not regular attendance days for other District schools.

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.

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.

9.02.4. (Intentionally Omitted)

9.02.5. *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.

~~9.02.6.~~ *Intentionally left blank*

9.02.7. *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-9 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 susidizing the excess cost to appropriately staff the program in accordance with each student's individualized education program.

9.02.8. *Health Services*. Manor ISD shall provide and oversee the School's nurse and/or any other health care provider to be located on the School campus.

9.02.9. *Campus Security*. Manor ISD 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 2025-2026 school year, the School will serve students in grades sixth through 8th grades. 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. OP will utilize and align with the District's student discipline policies and practices including for the Disciplinary Alternative Education Program

("DAEP"). OP shall re-admit students placed in the District's DAEP after completion of their disciplinary assignment or re-admit student 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. 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 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 provide the District with a list of additional equipment that it has purchased but will collaborate with the District to ensure consistency between the District standard equipment 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. OP shall notify the District of any unlawful conduct or criminal misconduct discovered by or reported to the School's Principal or other OP official immediately but not later than within three (3) business days of notice. Failure to report to District as set forth in this District 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 shall comply with any subsequent investigation by the District as OP understands that the District is bound by the reporting requirements of TEC §§ 21.006 and 22.087. Additionally, OP agrees that the District's Superintendent or assigns may investigate and report any educator misconduct of a District employee that he or she believes in good faith may be subject to sanctions under 19 Administrative Code, Chapter 249 and/or Chapter 247, Educators' Code of Ethics.

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.

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").

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 $13 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 2024-2025 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 personal 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, 2023 ("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.

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.

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 this Article. 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 Required District Administrative Services. Required administrative services are outlined in Addendum A-9. OP may not elect out of the required administrative services. During the first two years of the Term of this Agreement, the District shall retain eighteen (18%) of all FSP Funds and SB 1882 funds to cover the cost of these required District 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 District Funds and shall not retain or charge OP for any other fee or expense except as provided for in Section 9.02.7 of this Agreement pertaining to Special Education Services and as provided for in Section 14.03 of this Agreement pertaining to Optional District Services. 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 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 shall submit its request for these services in writing to the Superintendent or

the Superintendent's designee. The District shall invoice OP for these services after they have been provided to the OP. The District's written invoice, at minimum, shall include the dates of the services provided and the corresponding fee for same. Once OP approves the written invoice, the District may deduct the approved invoice amount from OP's next monthly allocation as issued to the OP pursuant to Section 14.04 of this Agreement.

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 2025-2026 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 at mid-year based on PEIMS snapshot enrollment data for the appropriate grade levels. Future allotment calculations will be based on projected enrollment for the following year.

14.04.1. *Budget and Funding for the 2025-2026 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 2025-2026 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 in December of each year based on the PEIMS snapshot enrollment data.

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 end of 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 and settle-ups will be completed by December 15 of the year following the applicable school year.

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, 2025. At the conclusion of the 12th month of the first year, and the 11th month for each year of the Term thereafter, the estimated ADA will be adjusted to actual ADA for purposes of determining the compensation hereunder and any amounts owed by either Party according to a mutually agreed upon settle-up process. In the event that the 15th shall fall on a Saturday or Sunday, payment shall be made on the following Monday. In the event that the 15th shall fall on a holiday, payment shall be made on the preceding day or preceding Friday as applicable. For all years following the first year, the first annual payment will occur in September.

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, Title III, Title IV, and IDEA-B funding) based on student enrollment at the campus. 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 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 the a failure of the District to comply with l requirements, in good faith, necessary for securing funding from the State of Texas.

14.08 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.

14.09 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. 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 A9, 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 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, 2025, 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 Manor, 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 Travis County or in the United States District Court for the Western District of Texas, Austin 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:
Zach	Dr. Robert Sormani
Craddock	Manor Independent School District
Third Future Schools	Superintendent of Schools
Superintendent	10334 US 290 E
431 Sable Blvd.	Manor, TX 78653
Aurora, CO 80011	

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.

Entered into this 31 day of March, 2025

By: _____
Dr. Robert Sormani
Superintendent of Schools
Manor Independent School District

By: _____
Ana Cortez
President of the Board of Trustees
Manor Independent School District

By: Zach Craddock/Conrad Coleman
CEO – Third Future Schools

By: Zach Craddock/Conrad Coleman
Board President, Third Future Schools Texas

ADDENDA REFERENCE

Addendum 1: MISD Charter Policy

Addendum 2: TFS 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 Services

Authorization

To provide quality educational settings for all students and to obtain benefits under Education Code 11.174 and 48.252, the District may establish partnership charters as permitted by law and as described in this policy. The District shall be committed to a rigorous authorization process and shall grant campus charters only to applicants that have demonstrated the competence and capacity to improve student outcomes through the proposed campus charter.

Definitions

Operating Partner

An "operating partner" means a state-authorized open-enrollment campus charter or an eligible entity as defined by law for purposes of contracting to partner with the District to operate a District campus under state law.

Partnership

A "partnership" means a District-authorized campus charter established in accordance with state law in which the Board contracts to operate a District campus in partnership with an open-enrollment charter school or other eligible entity as defined by law.

Compliance with Law

A partnership shall comply with all applicable requirements of state law, any applicable grant program requirements, local criteria specified in policy, and the applicable charter performance contract. Campus charters shall comply with all federal and state laws governing such charters and shall be nonsectarian. [See EL(LEGAL)]

Application

Process

In establishing a partnership, the District shall issue a local application designed to identify operating partners best qualified to meet the needs of the District.

The Board shall consider an application if the applicant:

1. Meets the eligibility requirements for a campus charter in accordance with law;
2. Follows the application process established by the District; and
3. Provides assurances to the Board that the applicant will comply with the statutory and District requirements for a campus charter.

The application process shall include:

1. A comprehensive written application that provides information about the proposed partner's academic model, partner board and staff information and qualifications, and any operating or academic performance history of the proposed operator;
2. A rigorous review of the application by a charter application review committee;

3. A capacity interview with the board and proposed staff of the partner organization;
4. A formal recommendation from the review committee to the Superintendent for approval or denial of each application;
5. A formal recommendation from the Superintendent to the Board for approval or denial of each application; and
6. A vote by the Board to approve or deny each application.

Forms

The District shall use partner applications that meet state standards, as applicable. The District shall make the applications available on the District's website and in the central administrative office.

Review Committee

Composition

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

The review committee shall be composed of at least three members, including at least one District staff member and one external evaluator, with relevant and diverse expertise.

Conflicts of Interest

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

Review Process

The review committee may:

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

Recommendations

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

Charter Performance Contract

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

Each charter performance contract shall address the specific and material terms of the campus charter's operation as required by law. Each charter performance contract shall be granted for a period of up to ten years.

Standards

In addition to standards required by law, the charter performance contract shall include additional standards established by the Board, including a clear and unambiguous description of the operating partner's authorities, a description of the partner's academic model, the funding structure of the partnership, expectations for academic performance, short-term financial performance, long-term financial stability, and operational and governance performance.

The performance standards shall also address expectations for appropriate access, education, support services, and outcomes for students with disabilities.

Oversight and Evaluation

Monitoring System

The Board shall implement a comprehensive performance accountability and compliance monitoring system that is aligned with the Board's performance standards and provides the Board with the information necessary to make rigorous, evidence-based decisions regarding charter renewal, revocation, and probation or other interventions. This monitoring system shall be based on and aligned with academic, financial, operational, and governance standards set forth in the charter performance contract.

To the extent possible, the Board shall minimize administrative and compliance burdens on campus charters and focus on holding campus charters accountable for outcomes rather than processes.

Data Collection

Campus charters shall provide information and data to the District pursuant to state law and the District's reporting schedule using a state-approved student management system.

The District shall require each campus charter to report its performance separately and shall hold each campus charter accountable for its performance.

Evaluation and Reports

Annually, the Board shall evaluate each campus charter against the performance standards established by the Board or law.

The Board shall communicate evaluation results to the campus charter's governing body and leadership in a written report that summarizes compliance and performance, including areas of strength and improvement. The results of all evaluations shall be made accessible to the public and available on the District website.

The Board shall produce for the public an annual report that provides performance data for all the campus charters it oversees, in-

cluding individual campus performance and overall campus charter performance. The annual report shall at a minimum be posted on the District website.

Campus Charter Autonomy

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

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

Conflicts of Interest

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

Intervention

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

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

Probation

Criteria

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

Procedure

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

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

4. If a campus charter is placed on probation, the campus charter must take action to remedy the identified violations or underperformance and report on the status of its corrective actions in accordance within the timeline for remediation established by the District.

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

Notification

If the District decides to place a charter on probation, the District shall notify the campus charter of the probation in writing. The notice shall include the reasons for the probation and the timeline for monitoring the campus charter's corrective actions and re-evaluating the campus charter's status to determine when the campus may be removed from probation or whether to consider revocation.

Revocation

Criteria

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

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

1. Persistent or serious violation of applicable state or federal law;

2. Persistent or serious violation of a provision of the charter performance contract;

3. Persistent or serious failure to meet generally accepted accounting standards for fiscal management;

4. Persistent failure to improve student academic achievement for all student groups;

5. Failure for three consecutive years to meet the academic or financial accountability standards outlined in law;

6. Failure for three consecutive years to meet the academic or financial performance standards established in the charter performance contract; or

7. Multiple placements on probation as specified in the charter performance contract.

The Board's decision whether to revoke a campus charter shall be based on the best interests of the students, including the severity of the violation; applicable law; and any previous violation committed by the campus charter.

Procedure

In the event of an indication or allegation that may warrant campus charter revocation, the District shall take the following steps:

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

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

Notification

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

Contract Renewal

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

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

1. Multiple years and measures of performance against the performance standards and expectations established in the charter performance contract and applicable law;
2. Financial audits;
3. Performance and compliance reports, including site visit reports, if applicable; and

4. The campus charter's performance on corrective action plans or other required interventions, if necessary.

Procedure

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

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

Decision Not to Renew

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

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

Notification

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

Closure Protocol

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

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

Table of Contents

A. Foundations and Basic Commitments....6

AA -- Board Member Conflict of Interest Policy.... 6

AC – Equal Opportunity and Non-Discrimination.... 7

B. School Board Governanace and Operations....13

BG – Board of Education Policy Process.... 13

C. General School Administration....17

CB – SUPERINTENDENT OR DESIGNEE Employment....17

D. Fiscal Management.... 18

DJA – Authorized Signature and Purchasing.... 18

DJA-R – Authorized Signature and Purchasing Regulations....19

DIE -- Audits/Financial Monitoring....20

DB -- Financial Planning and Budget.... 22

DFE – Cash Handling.... 23

DFEE – Credit Card 25

DIE -- Fiscal Accounting Policy....29

DJ -- Procurement....31

E. Support Services.... 40

EBCE-R – School Closing.... 40

EBD -- Maintenance/Control of Materials/Property Management.... 41

EB-R – Safety Program.... 42

EEAEC-R – Student Conduct on School Buses....

EHB – Record Retention.... 46

EHC – Technology Resources and Internet Safety.... 61

EHC-R – Use of Social Media....63

F. Facilities Planning and Development....65

FEH – Supervision of Construction..... 65

G. Personnel..... 66

GBEA – Employment of Relatives.....66

GCE/GCF – Employee Background Checks.....69

GCOA -- Evaluation of School Professionals..... 70

GBC-R -- FMLA Eligible Staff Leaves and Absences.....

GBEE -- Staff Use of the Internet, Electronic Communication and Technology.....73

I. Instructional Program..... 79

IKA – Assessment and Parent Refusal……

IKE -- Promotion, Retention and Acceleration of Students..... 79

IKE-R -- Promotion, Retention and Acceleration of Students Regulations.....80

J. Students.....84

JHB -- Student Attendance and Truancy..... 84

JHB-R -- Student Attendance and Truancy Regulation.....86

JICDE – Bullying Prevention.....88

JICDE-R -- Bullying Prevention Regulations.....91

JJH -- Student Travel and Field Trips.....92

JJH-R -- Student Travel and Field Trips Regulations..... 93

JK – Student Discipline..... 94

JKA-G -- Use of Physical Intervention and Restraint..... 97

JKA-R -- Use of Physical Intervention and Restraint Regulation.....99

JKD – Suspension/Expulsion of Students..... 105

JK-R -- Student Discipline Regulation..... 108

JKS – Discipline of Students with Disabilities.....124

JLF – Mandatory Reporting by School Staff..... 128

K. School, Community, Home Relations.....131

KB – Parent Communications..... 131

KB-A – Network Title 1 Parent and Family Engagement……..

KD-G -- Parent Notification of Employee Conduct..... 133

KE – Public Concerns and Complaints..... 136

KF -- Community Use of School Facilities..... 138

KF-R – Community Use of School Facilities..... 140

KI -- Visitors to Schools..... 149

A. Foundations and Basic Commitments

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*

B. School Board Governance and Operations

TFS Board Policy
BG – Board of Education Policy Process
Revised 21 August 2018

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

<u>GENERAL ADMINISTRATIVE RECORDS</u>

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.

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 suspensio ns ● 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/Stud ent 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. <u>Safety</u>
   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. <u>Prohibited Activities</u>

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

(Addendum A-3 may be found immediately following this cover page.)

Academic Performance Measures

Performance Measure #1	2025-2026	2026-2027	2027-2028
Campus Rating for School Report Card	≥ 70	≥ 80	≥ 85

Performance Measure #2 Student Achievement*	2025-2026	2026-2027	2027-2028
Student Achievement Domain based on State Accountability Domain Rating	≥ 70	≥ 75	≥ 78

Performance Measure #3 Student Progress*	2025-2026	2026-2027	2027-2028
School Progress Domain based on State Accountability Domain Rating	≥ 75	≥ 83	≥ 88

Performance Measure #4 Closing the Gap*	2025-2026	2026-2027	2027-2028
Closing the Gap based on State Accountability Domain Rating	≥ 73	≥ 81	≥ 86

Performance Measure #5 STAAR Meets or Above Goals	2025-2026	2026-2027	2027-2028
Student STAAR outcomes at the Meets or Above level for STAAR Tested grades and subjects.	2026 Meets or Above + 15	2027 Meets or Above + 10	2028 Meets or Above + 10

Progress Measure #6 NWEA MAP 6-8th Grade Reading	2025-2026	2026-2027	2027-2028
In the 2025-2026 school year Manor Middle School students will grow 1.7 times the average US growth in reading as measured by NWEA MAP assessment and using the mean RIT scores for each grade.	1.7	1.7	1.7

Progress Measure #7 NWEA MAP 6-8th Grade Math	2025-2026	2026-2027	2027-2028
In the 2025-2026 school year Manor Middle School students will grow 1.7 times the average US growth in math as measured by NWEA MAP assessment and using the mean RIT scores for each grade.	1.7	1.7	1.7

Progress Measure #8 NWEA MAP 6-8th Grade Science	2025-2026	2026-2027	2027-2028
In the 2025-2026 school year Manor Middle School students will grow 1.7 times the average US growth in science as measured by NWEA MAP assessment and using the mean RIT scores for each grade.	1.7	1.7	1.7

Progress Measure #9 NWEA MAP 6-8th Grade Social Studies	2025-2026	2026-2027	2027-2028
In the 2025-2026 school year Manor Middle School students will grow 1.7 times the average US growth in social studies as measured by NWEA MAP assessment and using the mean RIT scores for each grade.	1.7	1.7	1.7

Craddock proposed language: In the 2025-2026 school year Manor Middle School students will grow 1.7 times the average US growth in math as measured by NWEA MAP assessment and using the mean RIT scores for each grade.

Financial Performance Measures

Performance Measure #1 Unqualified Audit
Obtain an unqualified audit opinion, in connection with the annual financial report described in this Agreement.

Performance Measure #2 Current Ratio	Current Assets divided by Current Liabilities
Current ratio is greater than or equal to 1.0.	

Performance Measure #3 Unrestricted Days Cash	Unrestricted Cash divided by ([Total Expenses minus Depreciation Expenses]/365)
Days cash is greater than or equal to 30 beginning in 2025-26. Days cash is greater than or equal to 60 beginning in 2025-26 and thereafter.	

Performance Measure #4 Cash Flow	Year 2 Total Cash – Year 1 Total Cash
Cash flow is positive.	

Performance Consequences

Regular Review and Material Consequences of Failure to Meet Contract Goals

The goal progress measures above will be monitored and presented to the MISD Board of Trustees at least once per year. Upon reporting, if one or more goal progress measures are not met, the District may require OP to develop and implement an improvement plan which will be publicly reported to the MISD Board of Trustees.

Termination

As reflected below, the District may terminate this Agreement based on the Academic Performance or Financial Performance of the OP.

Academic Performance

Beginning in the 2024-25 school year, the District may terminate this Agreement for Academic Performance if the OP fails to satisfy three or more academic performance goals (identified in the Academic Performance Measures section above) in any year.

Financial Performance

The district may also terminate this Agreement for Financial Performance if at any time the OP does not meet generally accepted accounting standards for fiscal management and fails to remedy the violation, or violates applicable law and fails to remedy the violation. Furthermore, the OP must provide an unqualified ("clean") audit report to the district in the manner explained in Paragraph 14.09. If the audit raises any concerns or deficiencies that are not corrected by the OP, the District may terminate this Agreement.

Termination under this section shall be effective no later than 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 the release of the Commissioner of Education's academic ratings or the date of determination by the District that the OP has failed to meet the academic or financial performance goals defined above.

THIRD FUTURE
CREATING TOMORROW'S SCHOOLS

Board Members

Board President

Conrad Coleman

Former radio and news reporter; former pharmaceutical sales representative

EMAIL

Board Sec./Treasurer

Dorothy Reyes

Practice Administrator for West Texas Medical Care

EMAIL

Director

Sarah Arrambide

Minister to Children, First Baptist Church, Midland

EMAIL

Director

Blake Roach

Associate Legislative Director, Texas Farm Bureau

EMAIL

Director

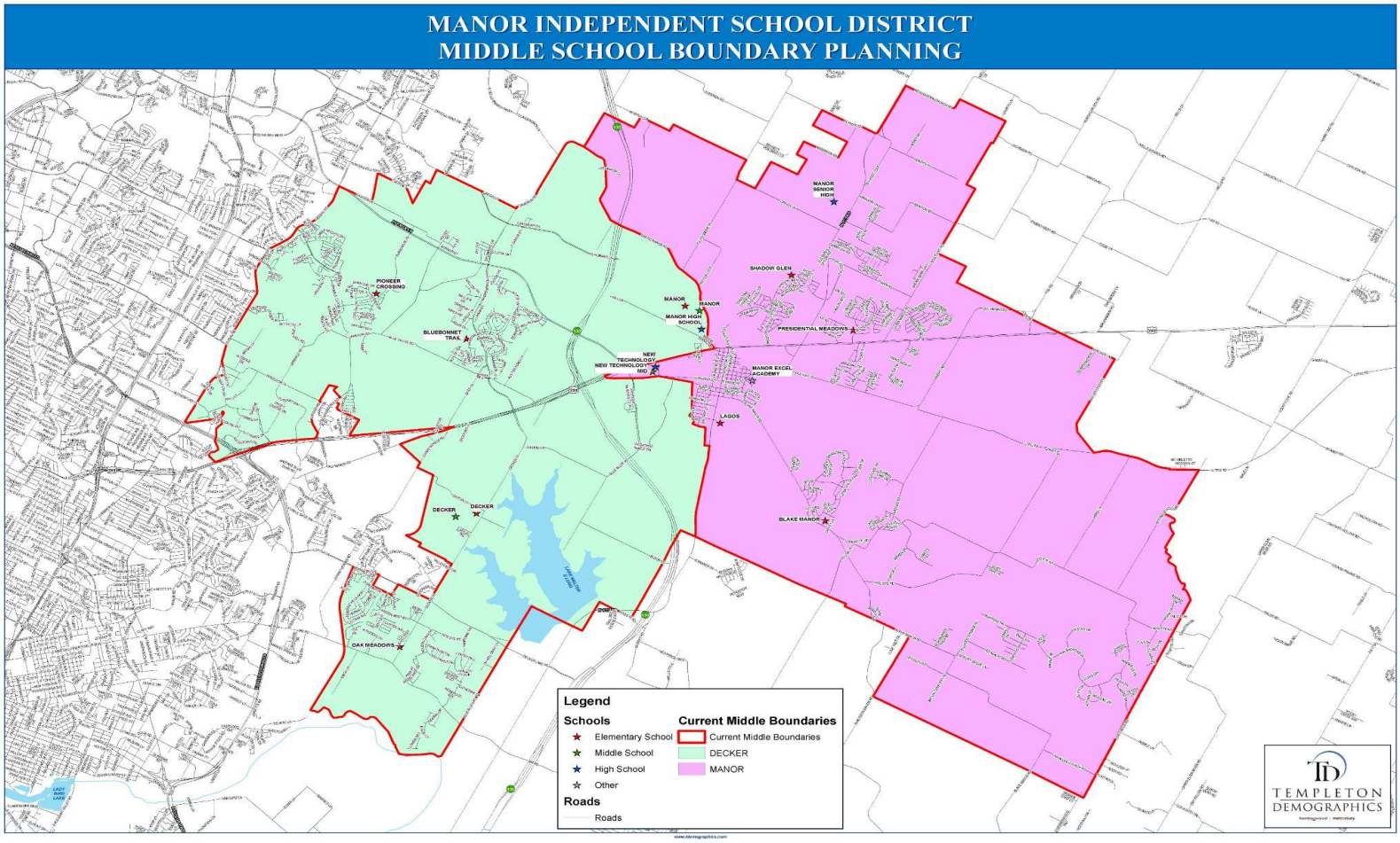
Martina Van Norden

Chief Executive Officer of All Things Edunia; education specialist and consultant

EMAIL

ADDENDUM A-5: School Attendance Zone

The Attendance Zone for the School shall be defined as designated in the MISD Map of Elementary School Attendance Zones below, found at https://www.manorisd.net/information-for-parents-and-scholars/attendance-zones.



Manor Independent School District

Local Campus Partner Application

November, 2024

Introduction

TEC Chapter 12 establishes charter schools to achieve the following purposes:

- Improve student learning
- Increase the choice of learning opportunities within the public-school system
- Create professional opportunities that will attract new teachers to the public-school system
- Establish a new form of accountability for public schools
- Encourage different and innovative learning methods

Charter Application Eligibility

The Board shall consider an application for a Campus charter or Program charter if the applicant:

- Meets the eligibility requirements for a Campus charter or Program charter set forth in TEC §12.0522
- Follows the application process established by the District
- Provides evidence to the Board that the applicant will comply with the statutory and District requirements for a campus charter or program charter
- Is willing to serve all Manor MS students in accordance with District policy and responds to community interests for the school
- Meets the following specific requirements:

  A. Staffing: The school leader will be an employee of the operating partner. All other staff will be employees of Third Future Schools.
  B. Facility: The school will have access to the current Manor MS facility free of charge. Any substantial improvements to the facility will be the responsibility of Manor ISD.
  C. Budget: The school is able to be sustainable within state funding, including 1882 benefits, without additional district subsidy
  D. Enrollment: The operating partner will serve all students in compliance with District policy, including current Manor MS students who choose to remain at the school. The operator will be responsible for student recruitment.
  E. Be In Good Standing: Because Manor ISD is seeking a turnaround partnership operator, the selected operator should be an existing operator in "Good Standing" as defined by TEA to be eligible for 1882 benefits. TEA defines this as follows: "*To meet the state's definition for "good standing," the partner must have at least three years of experience operating a Texas charter school and received acceptable academic and financial accountability ratings for the three preceding school years. In addition, the partner may not be associated with a charter that has been revoked.*[1]"

The Board welcomes applications for a Campus charter or Program charter ("Subchapter C charter")

[1] https://txpartnerships.org/about-texas-partnerships/

pursuant to various paths as set forth in TEC Chapter 39, Subchapter C. The Board specifically invites and encourages applications pursuant to TEC §12.0522

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

Charter Application Process Overview

The application process shall include:

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

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

1. succeed in meeting academic, financial, operational, and governance standards, thereby meeting both performance and legal compliance expectations for campus charters in the District,
2. serve the best interests of the targeted students and community,
3. fulfill the purposes and intent of Texas's charter school law, and
4. be responsive to community input on what they would like to see from the school.

2024 Request for Applications Timeline

Milestones
Application
Letter of Intents — **December 15, 2024** Please notify Manor ISD via email by this date of your intent to apply. These are non-binding.
Deadline for Complete Proposals — **January 15, 2025** All proposals must be submitted in complete and final form by this date. Incomplete proposals, including those that are only partially uploaded, will be disqualified from this cycle.
Independent Evaluation Team Review
Review Committee Proposal Review — **January, 2025** The Review Committee will review each proposal.
Required Capacity Interviews — February 3-8, 2025 (Tentative) Capacity interviews are conducted at the discretion of the District. They are not open to the public.
Applicant Presentations to the Community — February 3-8, 2025 (Tentative) Applicants will present to the community about their proposals and the District will gather feedback to inform recommendation. District retains discretion about removing this step based on applicant pool.
Formal Recommendation from Superintendent to Board — **February 2025**
Board Vote —February 18, 2025

Applicant Types

Applicant types include: Non-profits, Institutes of Higher Education, Existing Charter Operators, and Governmental Entities

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

Existing Partners – Partners that have operated at least one campus prior to submitting this application

New Partners – Partners that have not previously operated campuses

All applicants must complete Sections 1 – 4 and Section 6 of the application.

Existing Partners and any applicant proposing to contract with an entity that has previously operated schools (including any organizations that operate with an Education Service Provider (ESP) or Charter Management Organization (CMO) must also complete the Existing/Experienced Partner Section (Section 5) and all related attachments. *Please* note that, given TEA requirements for partners to receive 1882 benefits, strong preference will be given to Existing Partners.

Instructions

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

Components of the Proposal

- Narrative Proposal: The proposal is the formal application to the Board and is a comprehensive description of the school's educational, operational, and financial plans
- Attachments: Throughout the proposal, specific documents are requested in addition to narrative answers. Attachments may not contain additional narrative unless specified. A comprehensive list of the attachments is provided in these instructions
- Capacity Interview(s): Applicants may have the opportunity to present their plan and demonstrate the team's capacity to open and maintain a high-quality charter school, as well as to answer specific questions about their proposal
- Community Meeting(s): Applicants may be asked to present their models to the community at a district-hosted event to gather feedback from the community which will be used in generated electronically.

Specifications

- Applicants **must** submit proposals electronically and use this application.
- Only responses placed within the text boxes provided will be considered in evaluation activities. All elements of the proposal must be presented in 11-point font and single-spaced.
- Each major section of the proposal (School Overview, Educational Program, etc.) and each attachment must begin on a separate page. *Application responses, including the existing questions and content, for sections 1-4* ***must not exceed 20 pages****. This does not include attachments.*
- If you believe a particular question does not apply to your team or proposal, respond "Not Applicable" **and** state the reason this question is not applicable to your team or proposal.
- All required documents should be uploaded in the file format specified.
- Late or incorrectly formatted submissions will not be accepted.
- When submitting résumés, label each document with the individual's affiliation with the proposed school (e.g., board member, principal, etc.)
- Plagiarism, including the copying of language from any other charter application without proper attribution, is grounds for immediate denial of the proposal. It is not acceptable to copy and paste a discussion or description of an existing curriculum, instructional framework, or educational model (e.g., Montessori, arts integration, project-based learning, blended learning, etc.) from another source. A high-quality applicant team with the capacity to operate a high-quality school must be able to thoughtfully explain in their own words how they intend to educate children. Existing operators proposing to replicate a model may use their own intellectual property, which is appropriate and acceptable.

Attachments

The following is a list of attachments to accompany the proposal. Note that not all attachments will be applicable for all applicants. It is the responsibility of the applicant to ensure they submit all attachments required for their proposal. Do not upload documents for any attachment that is not applicable.

1. Graduation standards *(high school applicants only)*
2. Enrollment policy
3. Discipline policy
4. Organization charts
5. Board documents
6. Board Member Information Form
7. Leadership team qualifications or role description
8. Staff Recruitment and Hiring Plan
9. Staff Development Plan
10. Financial Plan

Applicant Code of Conduct

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

Specifically, charter school applicants shall not:

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

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

Public Disclosure

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

[Third Future Schools]

Request for Applications for Subchapter C Charters

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.
Dana Thomson	CFO, TFS	Financial planning, A/P, Payroll, Grant management, etc.

We plan to apply as a(n):

☐ New Operator (have not previously managed campuses): complete sections 1-4 and 6

X Existing Partner (have previously managed campuses and/or have an ESP or CMO): complete sections 1-6

Does this organization operate any other campuses in the United States?

X Yes ☐ No

If Yes, complete the table below (*Add lines as needed)* and complete section 5

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	B, 2022
Texas	Midland ISD	Lamar Elementary	2023	F, 2022
Texas	Austin ISD	Mendez Middle School	2022	F, 2022
Texas	Beaumont ISD	Jones Clark Elementary	2023	F, 2022
Texas	Beaumont ISD	Fehl-Price Elementary	2023	D, 2022
Texas	Beaumont ISD	Smith Middle School	2023	F, 2022
Texas	Jasper ISD	Parnell Elementary School	2024	F, 2022
LA	Louisiana Dept. of Ed	Prescott Academy	2023	D, 2024
LA	Caddo Parish Schools	Fair Park Middle School	2024	F, 2023

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

☐ Yes X No

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

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

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

X Yes ☐ No

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?

X Yes ☐ No

School Information

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

Proposed School / Campus Name		**Opening Year**	**Grades: Year 1**	**Grades: At Capacity**
Manor Middle School		2025-2026	6-8	6-8
Proposed Location				
School District: Manor ISD		Manor ISD 10335 US Hwy 290E. Manor, TX78653		
Address of Identified Facility *Manor Middle School*		Manor Middle School 12900 Gregg Manor Rd, Manor, TX 78653		
Projected Student Enrollment Number			700	
Projected Demographic Information	**% EcoDis:** 82.4	**% SpEd:** 14.4	**% EL:** 45.8	
Model / Specialty *(Check all that apply)*				
☐ Alternative	☐ Career / Technical Ed.	☐ Military	☐ Montessori	
☐ Arts	☐ College Prep	☐ Language Immersion	☐ STEM	
☐ Blended Learning	☐ Other (*list*): Personalized learning and differentiated instruction	☐ Disability *(list)*:		

Name of Proposed Principal	TBD

Section 1 - School Overview

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

Executive Summary
(Limit: 4 Pages)

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

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

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. MISD's student population demographics mirrors 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.

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

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 country.

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

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

Full Name	Current Job Title and Employer	Position with Proposed School
Conrad Coleman	Pharmaceutical sales, retired	TFS-TX President
Dorothy Reyes	Executive medical administrator	TFS-TX Vice President
Sarah Arrambide	Former Educator, church leader	TFS-TX Director
Martina Van Norden	Education Consultant	TFS-TX Director
Blake Roach	Director of Legislative Affairs-TX Dept. of Agriculture	TFS-TX Director

Enrollment Summary
(Limit: 2 Pages)

1. Complete the table below, illustrating the growth plan for the school. Indicate the school year (e.g., for Year 1, change 20xx to 2024) for each column.

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

Grade Level	Number of Students					
	Year 1 2025	**Year 2 2026**	**Year 3 2027**	**Year 4 2028**	**Year 5 2029**	**At Capacity 2030**
6	233	258	283	308	308	308
7	233	258	283	308	308	308
8	233	258	283	308	308	308
TOTAL	700	774	849	924	924	924

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.

Manor Middle School currently serves three grades - 6th, 7th, and 8th grades. Manor ISD is growing rapidly and coupled with Third Future's past experience in seeing an increase in enrollment in all campuses in years one, two and three, we are budgeting for 700 students. With conservative estimates, we anticipate increasing enrollment by 25 students in each grade 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 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

1. **Provide the following:**

   a. **A curriculum aligned to state standards 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 Manor Middle School are challenged by poverty and language barriers. The students are behind academically, and the 35-point 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.

   A plan for selecting and implementing High Quality Instructional Materials, including what materials will be used at the campus(es):

   Students take 90 minutes of ELA and 90 minutes of Math each day. They take Science and Art of Thinking for 90 minutes three times a week and Social Studies for 90 minutes twice a week. Teachers use curricular materials that will best support the teaching of the aligned objectives and that are known to be rigorous and aligned. We also support our students with online resources– IReady, Newsela, and IXL provide rich online curricula for language arts and Math. Additionally, LSAE Curriculum Developers (LCD) create the LSAE lessons for the teachers throughout the Network. LCDs must be experienced in the TFS LSAE model and have demonstrated strong achievement results. Each school will share in the expense on a per-pupil basis.

   b. **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.

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**

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.

Manor Middle School 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.

c. 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.

d. A plan to maximize instructional time:

Third Future maximizes the use of instructional time. If approved by the District, Manor Middle School's first day of school will be on August 4, 2025. The last day for students will be on May 30, 2026. This will provide our students with 184 student-teacher contact days. We will also provide a five-week "Fifth Quarter" from June 23 through July 18, 2025. 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.

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 Manor 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 Manor MS who are in classrooms where the range of academic abilities varies.

Beyond academic research, we have eight years of proven experience that demonstrate conclusively that the model works for all students.

Special Populations and At-Risk Students

2. <u>Provide the following</u>:

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, emergent bilingual students, and students identified as intellectually gifted:

The administration of Manor Middle School 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 two 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 eight Texas schools and will follow similar processes at Manor Middle School.

We will hire licensed special education teachers who can provide the services outlined in the student's IEPs and 504s. Manor Middle School 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, our school will work closely with Manor 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. 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.

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 on 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. Manor Middle School 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 Manor 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.

Manor Middle School's 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. Manor Middle School 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 bilingual students, including:

- **methods for appropriate identification,**
- **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 and for exiting them from services,**
- **a plan for including emergent bilingual students in standardized testing and schoolwide educational, extra-curricular, and culture-building activities**

According to TEA data, 45.4 percent of Manor Middle School students are English Language Learners and approximately 24 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. A plan for providing services to students identified as intellectually gifted, including:

- **methods for appropriate identification of students**
- **the specific instructional programs, practices, and strategies the school will employ**

We would like to partner with Manor 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 Enrollment

3. <u>Provide the following:</u>

a. **A student recruitment and marketing plan**.

- **What is the timeline for 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?**

We will work in partnership with Manor ISD to enroll students at Manor Middle School. Manor Middle School 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 Manor MS families. We will accept students from outside the attendance area if we have space. In the 2025-2026 school year, Manor Middle School enrolled 700 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 (2025-2026 school year) will begin as soon as Third Future Schools begins to operate Manor MS or we are given approval from the district. The key will be to prove to our community that their students can thrive at our school.

b. **As *Attachment 2,* an Enrollment Policy that complies with state law, includes a description of the lottery process if more students choose to enroll at the campus than can be accommodated, and that ensures the school will be open to all eligible students.**

c. **Attachment 2 included? X**YES ☐ NO

School Culture and Discipline

4. <u>Provide the following:</u>

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 students served in special education, emergent bilingual students, 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 Manor Middle School. 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 Manor MS. Within three weeks before or after the start of school, Manor MS 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. Manor's 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 Manor 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 2026.

c. A plan to create an inclusive and welcoming environment that will engage families in positive, constructive, and personalized ways:

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 updated a list of specific ways parents can help at the school. Perhaps, 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. Manor 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 2026. 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.

Manor MS 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
- Practicing progressive discipline by addressing inappropriate behavior with appropriate consequences.

e. **As *Attachment 3*, a student discipline policy that provides for appropriate and effective strategies to support a safe, orderly school climate and fulfillment of educational goals, promoting a strong school culture while respecting student rights:**

Click or tap here to enter text.

Attachment 3 included? X YES ☐ NO

f. **Legally sound policies for student discipline, suspension, and expulsion, including how these policies protect students' rights to due process:**

Please see Attachment 3- TFS Discipline Policy.

g. **Systems and processes for tracking discipline referrals and interventions to identify trends and adapt activities accordingly:**

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.

Assessment and Evaluation

5. **<u>Provide the following:</u>**

a. **Annual student performance goals that include targets aligned with the state accountability system:**

Annual academic student performance goals: Manor Middle School 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) Manor Middle School will achieve an overall score of over 70 on the 2024-2025 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 2024-2025 school year, Manor MS 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.

3) In the 2024-2025 school year, Manor Middle School's students will grow 1.7 times the average U.S. growth in math as measured by the NWEA MAP assessment and using the mean RIT score for each grade, 6-8 (or other applicable grades if the District selects an elementary school).

4) In the 2022-2023 school year, Manor MS students will grow 1.7 times the average U.S. growth in science as measured by the NWEA MAP assessment and using the mean RIT score for each grade, 6-8 (or other applicable grades if the District selects an elementary school).

b. A plan to implement and interpret interim assessments that measure academic progress – of individual students and student cohorts – 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 Manor ISD board meetings, and posted on the MISD 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 Deputy Chief 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.

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

6. Provide the following:

a. As Attachment 4, an organizational chart that indicates all positions and lines of authority.

Attachment 4 included? x☐ YES ☐ NO

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	Manor Middle	Oversight of all areas
Dr. Shirley Miles	Chief of Schools	2023	Manor Middle	Co-founder and oversight of all areas
Jill McCall	Senior Director	2023	Manor Middle	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, Manor Middle School will be governed by the TFS-TX Board of Directors which will be a 501c3 non-profit, tax-exempt organization.

Governing Board

7. 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 Manor MS will be overseen by our Board of Directors that must be independent from the Manor Board of Directors, we understand that Manor Middle School is still part of Manor ISD and an integral part of the community. We will be operators who work closely with Manor ISD to improve outcomes for students and will be accountable to both our Board and ultimately Manor ISD for accomplishing the academic and performance expectations outlined in the contract with the District.

Should the Manor 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 Manor MS by the Manor 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(s) 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 trainings 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 included? X YES ☐ NO

d. As *Attachment 6*, a Board Member Information Sheet and resume for each proposed Board

Member.

Attachment 6 included? X YES ☐ NO

e. **A description of how the proposed 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 recruitment (including the desired experience and qualifications of future board members), initial board 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 another Manor ISD school with Manor Middle School as well. There are no conflicts of interests including pre-existing relationships with other non-profit boards.

Application Team Capacity

8. **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 Manor Middle School. 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 Manor Middle School.

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, and three campuses in Beaumont 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. Attachment *7*, include the résumés and bios for all members of the applicant team.

Attachment 7 included? X YES ☐ NO

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 three assistant principals who will make the day-to-day decisions to operate and manage Manor Middle School. 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 Manor Middle School 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

9. <u>Provide the following:</u>

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 included? X YES ☐ NO

All current staff at Manor Middle School 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 Manor 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. Manor will have three Apprentice Teachers, 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 included? X YES ☐ NO

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 Manor 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 Deputy Chief 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.

Facilities

10. <u>Provide the following:</u>

a. **Identification of an appropriate proposed school facility <u>OR</u> a plan and timeline for identifying, financing, renovating, and ensuring code compliance for a facility that will meet the requirements of the educational program and anticipated student population:**

Third Future Schools is prepared and willing to serve any Manor ISD elementary or middle school in need of turnaround support, even those trending with less than anticipated student achievement results. However, for the purposes of this application, the District has identified Manor Middle School specifically to serve 6th, 7th, and 8th grade students in the 2025-2026 school year.

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. <u>Provide the following:</u>

a. The staff members responsible for the organization's finance and a brief description of their qualifications to manage the organization's systems, policies, and processes:

Jessica Lopez, Chief of Staff and Operations has been with the Network since its inception. Ms. Lopez's understanding and in-depth knowledge of all philanthropic, state funding, federal and state grant management, funding allocations per campus, fiscal compliance, and allowable uses of funding is best in class. Ms. Lopez works alongside our CFO overseeing the Finance department responsible for budgets, accounting, purchasing, A/R, grants, and payroll ensuring financial viability at all campuses coupled with excellent ratings on all independent audits performed annually by external auditors. Ms. Ostermiller has served in financial leadership roles for more than a decade.

b. 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 Manor MS students to be successful and will work with us to ensure that the Manor MS 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 Manor MS will spend no additional money on outside consultants or any company that provides such services.

Manor MS will also have a different staffing model and provide its own back-office support. Thus, on the revenue side, Manor Middle School 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. Manor 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 Manor 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, Manor MS 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.

Manor 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 Manor MS. 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.

c. 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.

d. 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.

e. 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 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 the following:

- **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 included? X YES ☐ NO

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 (including partners that operate under a Charter Management Organization or CMO), 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 Partners (any organization that has previously operated schools) should complete only Question 12***
- ***Any applicant proposing to contract with an Education Service Provider (ESP) or CMO (Charter Management Organization) should complete Questions 13 and 14***

Existing Partner Track Record

12. <u>Provide the following:</u>

a. As *Supplemental Attachment 1,* the experienced partner applicant, CMO, 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? x YES ☐ NO

b. As *Supplemental Attachment 2*, an independent financial audit report and its most recent annual report of the experienced partner applicant, CMO, or ESP that demonstrated the financial health of the organization.

Supplemental Attachment 2 included? x YES ☐ NO

c. A description of any history of charter revocations, non-renewals, withdrawals, or failures to open for the experienced partner applicant, CMO, 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 or CMO Management Plan and Legal Relationship

13. <u>Provide the following:</u>

a. The name and address of the ESP or CMO:

Not applicable. Third Future Schools does not contract with an ESP or CMO.

b. 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? ☐ YES X NO

c. An enforceable plan for the operation of the school in the case that the management agreement is terminated:

Not applicable. Third Future Schools does not contract with an ESP or CMO.

d. Assurance and evidence that the board is independent from the ESP or CMO and is 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

Not applicable. Third Future Schools does not contract with an ESP or CMO.

e. A clear and detailed explanation of the supervisory responsibilities of the ESP/CMO (if any), including which school employees the ESP/CMO will supervise, how the ESP/CMO will supervise these employees, and how the charter school board will oversee the ESP supervisory responsibilities:

Not applicable. Third Future Schools does not contract with an ESP or CMO.

f. 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/CMO, including evidence that such agreements are separately documented and not part of or incorporated in the ESP/CMO agreement. Such agreements must be consistent with the school's authority to terminate the ESP/CMO agreement and continue operation of the school:

Not applicable. Third Future Schools does not contract with an ESP or CMO.

g. A detailed explanation and compelling justification of any loans, grants, or investments made between the ESP/CMO and the school, including an explanation and justification of how any such loans, grants, or investments may be initiated, repaid, and refused:

Not applicable. Third Future Schools does not contract with an ESP or CMO.

Section 6 – Community Priorities

This section will identify priorities generated by the Manor MS community and ask potential operators to discuss how they will address these priorities.

- Education Program:
    - Hands on learning experiences
    - Technology
    - Outdoor learning spaces
- Student Supports:
    - Counseling/social workers
    - Small class sizes
- Staffing:
    - Mental Health Supports
    - Experienced, high-quality teachers
- Extracurriculars:
    - STEM Activities
    - Competitive Athletics
    - Fine Arts Classes
    - Clubs based on scholar interests

For the four priorities listed above, please explain how you will address each of these in your educational plans.

BUDGET	Manor MS
Average daily Attendance	92%
Physical Count	700
Funded Pupil Count	644
Per Pupil Revenue	$ 8,983
Per Pupil Mill/1882	$ 1,023
Per Pupil Revenue	$ 10,006
Account Description	
REVENUE	
Pupil Activity Fund Raisers	
Foundation School Program Texas/ Colorado PPR/ Arizona FSP	**$ 5,785,052**
1882 Partnership Texas/ Colorado Mill Levy Equalization Funding	**$ 779,000**
State Revenue	**$ 6,564,052**
Charter School Growth Fund	$ 600,000
Other Funding / Undesignated Grants/ or Federal dollars/ NSBR	
Capital Construction	
Replication Grant/ School Improvement Grant	
TEA Start-Up Grant (CSP)	$ 750,000
TEA School Action Fund Grant (SAF)	$ 750,000
Title IA	
Title IA - Homeless	
Title IA - Parent Activities/Home Improvement	
Title IIA	
Title IIIA ELLA	
Title IV	
IDEA Part B - SPED	$ 50,000
IDEA (ARP)	
IMTA (Instructional Material Technology Allotment)	
Teacher Incentive Allotment/ Other staff incentives	
ECEA	
ECEA - Gifted & Talented	
ELPA PD Revenue	
ELPA Revenue	
Universal Screening Grant	
At-Risk Per Pupil/ Elementary Emergency Reflief Fund	
On Behalf PERA / TRS	
Erate Revenue	
Nutrition / summer food service	
Federal Funds and Grants	**$ 2,150,000**
Sale of Land	
Ernest Money	
TFS Network Share	
Other Funding/Undesignated	
MISC Revenue	

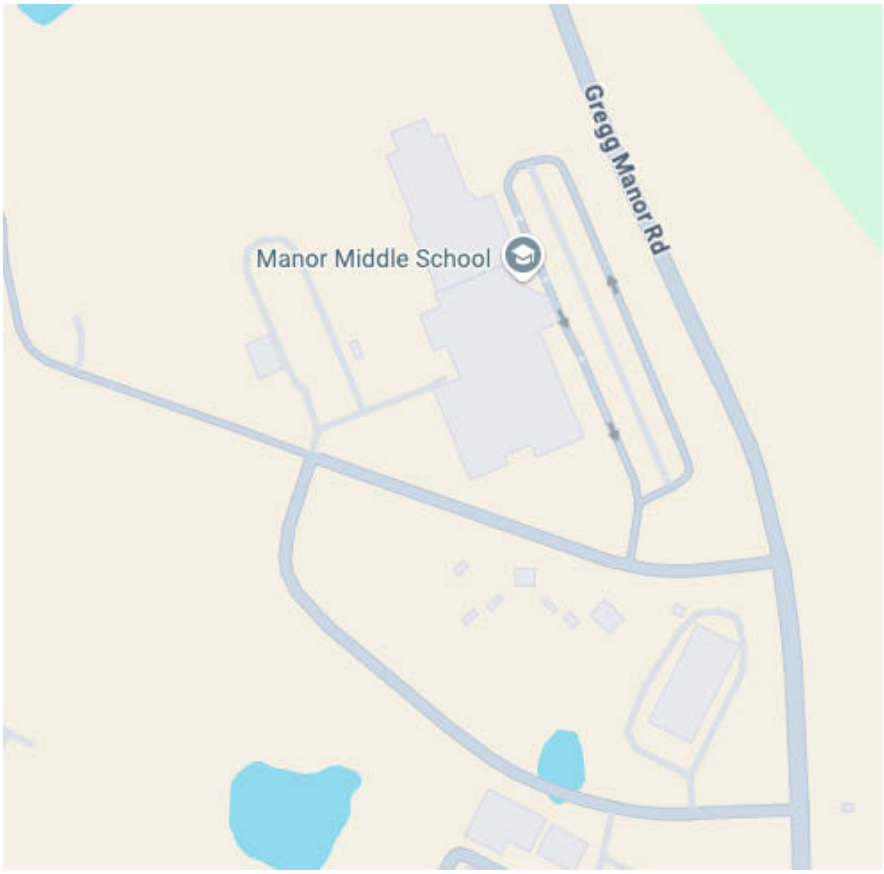
Center Based Support ($265,100 break even)	$	265,100
Network Fees From the Campus		
Network Support to Campus		
Local Funds	**$**	**265,100**
TOTAL REVENUES	**$**	**8,979,152**
EXPENSES		
Instructional - Salaries	$	3,888,000
Instructional - Stipends		
Instructional - Incentive Pay		
Instructional - Benefits -- TRS	$	388,800
Instructional - Salaries & Benefits	**$**	**4,276,800**
SPED - Salaries	$	128,000
SPED -- Incentive Pay		
SPED - Benefits -- TRS	$	12,800
SPED Center Support Salaries		
SPED Center Support - Benefits		
SPED - Salaries & Benefits	**$**	**140,800**
Admin - Salaries	$	720,000
Admin - Bonuses		
Admin - Stipends		
Admin- Benefits -- TRS	$	72,000
All staff -- Health Benefits	$	321,750
All staff -- 401K		
Admin - Salaries & Benefits	**$**	**1,113,750**
Payroll Expenses	**$**	**5,531,350**
Dyad Consultants	$	140,000
Dyad Consultants Electives	$	50,000
5th Quarter Summer School (summer 2024)	$	-
Admin Dues & Fees	$	2,000
Facilities Dues & Fees		
Food Service Fees (authorizer)		
SPED Fee (authorizer)Fee Liason Fee		
District administrative fee (authorizer)	$	196,922
District Services Fee (authorizer)/itemized below		
Network Support (Calculated from Tab Network Fees)		
Support	**$**	**388,922**
Services from Others (authorizer)		
CDE Admin Fee		
Network capital improvements		
Furniture and equipment for East office		
Furniture and equipment (start-up furniture and equip)	$	600,000
Non-Capital Equipment (Instruc 0010)	$	20,000
Admin Non Capital Equipment		
Instruction Based Technology Equipment (start-up tech)	$	900,000
Instruction - Technology		

Chromebooks	
IT / Software Fees	
Technical Services	
Dyad equipment and materials/ Supplies	$ 10,000
After-school activities	
Supplies and equip. -- Athletics	$ 10,000
Supplies and equip. -- Choir/Band	$ 10,000
Supplies and equip. -- Other extracurricular	$ 10,000
Textbooks	
Electronic Media (Instruc 0010)	$ 56,000
Instruction Electronic Media - Testing Material	$ 6,125
Instruction Curriculum (instructional maps and LCD lesson plans)	$ -
Uniforms	$ 21,000
Instructional Supplies	$ 85,000
Instruction Teacher Supplies - Teacher Discretionary	$ 11,500
Instruction Supplies - Habits of Success	$ 12,400
SPED Supplies (Nursing)	
Central Support Supplies (Tech Supplies)	
Network staff supplies	
Board supplies	
Admin Supplies	
School Leadership- Other Supplies	$ 10,000
Principal Discretionary Supplies	$ 82,000
Custodial Supplies	$ 35,000
Gas & Electric /Utilities	$ 200,000
Transportation - Fuel	
Transportation Purchased Services	$ 240,000
School Admin Advertising/ Communications	$ 30,000
Supplies and Materials	**$ 2,349,025**
Student travel	$ 85,000
Student field trips	$ 25,000
Board PD and Travel	
Admin Travel	$ 20,000
School Admin Student Data Base - APS	
Admin CLDE Professional Development - APS	
Internet Service	
Telephone	
Central Support Services Internet	
Central Support Services Telephone	
Contracted Substitutes (0010)	
SPED Professional Services	$ 80,000
Instruction Purchased service-PD ($40,000 for Teacher PD)	
Property & Liability Insurance	$ 50,000
Core Team DNO insurance	
Instruction Technology Purchased Services	
Legal Services	$ 50,000

Audit Services (Network)	
Business Services Fees	
Business Services Banking	$ 300
Network Technical Services	
Accounting Services	
Purchased Professional Services / Background Checks	$ 10,000
Misc purchased services	
Rental of Equipment (copiers)	$ 90,000
Professional Services	**$ 410,300**
Copiers	
School Admin Vehicle Lease	
Custodial Services	$ 220,000
Waste Removal / Trash Services	
Water & Sewer	
Security Services	
Grounds Maintenance and CAM	
Repair & Maintenance (Equipment)	$ 40,000
Building Lease/Mortgage	
Debt Service/Bond Intercept	
Capital Lease Improvements	$ -
Other Operating Expenses	**$ 85,000**
Total Expenses	**$ 8,764,597**
	$ 260,000
Net (Revenue - Expenses)	**$ 214,555**
Beginning Balance (unaudited projected balance)	
Ending Fund Balance (unaudited projected balance)	**$ 214,555**
Tabor SPED	
UnRestricted Fund Balance	$ 214,555

ADDENDUM A-7: Facility Plan

Facilities for the School are defined as the building and associated grounds known as "Manor Middle School" in Manor ISD, located at 12900 Gregg Manor Rd, Manor, TX 78653.



Division	Departments	Specific Service/Product
Schools	Academics	State Reporting
Operations	Transportation	Daily Bus Routes
Operations	Facilities	Property Insurance
Operations	Facilities	Custodial Services
Operations	Facilities	General Buliding Maintenance
Operations	Facilities	Utilities
Operations	Child Nutrition	Paperwork Management
Operations	Child Nutrition	Staffing and Delivery of Meals
Operations	Enrollment	SIS System
Safety	Police Dept.	N/A
Safety	Police Dept.	Providing Full Time Officer at Manor MS
Safety	Police Dept.	Providing Dispatch and Security Camera Services
Operations	Technology	Network
Operations	Technology	Hardware
Operations	Technology	Software/Subscriptions
Operations	Transportation	Sped Routes
Operations	Transportation	McKinney-Vento
Operations	Technology	Student ID-cards
Operations	Athletics	UIL Coordination
These services are included in the ADA set aside.		

Division	Departments	Specific Service/Product	
Operations	Transportation	Field Trip and Athletic Buses	$33/hour +$4.90/mile
Operations	Technology	Replacement Devices (Student)	$315 - $350 / unit
Operations	Technology	Replacement Devices (Teacher)	$1,100/ unit
Operations	Transportation	After School Bus (late bus)	$33/hour +$4.90/mile
Operations	Print Shop	Printing Services (Campus)	$ .005 / Campus provides paper
Operations	Print Shop	Printing Services (Printshop)	$ .04 / color - $ .004 / BW | Plus cost of paper
Operations	Technology	Student ID-cards (outside of allowance)	$2/card
Operations	Technology	Staff ID-cards (outside of allowance)	Under 10% $7/card, Over 10% $25/card
Human Resou	Schools	DAEP Extra Staff	$115 per day (Sub rate)
Academics	SPED	Special Education Services	Billed at hourly rate of the staff person
These services will be billed as needed by TFS.			