## 2023-2024 Charter Request for Applications Experienced Operator Common Charter Application

### **Executive Summary**

- 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 outlines how the school will operate and what it will achieve in the long term. The mission and vision statement provide the foundation for the entire proposal. The mission and vision statement, taken together, should:
  - a. Identify the students and community to be served;
  - b. Illustrate what success will look like; and
  - **c.** Align with the purposes of the state charter school law (Louisiana R.S. 17:3972).

**Vision, Mission & Core Values.** 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 and a focus on critical thinking skills, our school closes achievement gaps and allows every student to reach his/her/their potential."

Our 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, allowing them to work at their own pace and learn in a way more suited to their strengths. Third Future Schools holds high expectations for students and staff and believes everyone can create their future."

Our vision for our Third Future Type 5 charter partnership plan is similar to that of our Network's vision for all of our schools. We plan to close the achievement gap *and* prepare students for a Year 2035 workplace and world. Specifically, our goal is to work in partnership with LDOE and districts to get the lowest, chronically performing schools out of "F" status in one year (by July 2026) and to exceed the assigned home district's overall average by the end of the fourth year (by July 2029). By the end of our fourth year, 70% of TFS partnerships' students will also meet or exceed expectations on the Art of Thinking assessment, which includes information literacy, critical thinking, problem-solving, and communications.

The LEAP assessments will provide summative data, but we also have goals for the NWEA MAP assessments, which are nationally normed. At TFS partnership schools, as with our other schools, the average students will demonstrate at least 1.6 times the growth of the average U.S. student in reading, math, and science. The students will also gain at least seven percentile points a year, meaning that they will improve their overall proficiency by that amount compared with all the other students in the nation.

These are challenging, but doable goals for us. For example, in March 2023, we entered into a partnership with

LDOE/BESE to serve Prescott Academy, a campus that had been chronically failing for decades. Through the Third Future partnership, the students and educators attending Prescott are thriving as evidenced by NWEA MAP BoY and MoY comparison data reflecting 1.17 years of academic growth from students in four months. Similarly, DIBELS growth for students in Kindergarten reflected 25% of students at baseline with achievement growth from August to December improving to an incredible 75%. Students, staff, and parents are all excited for LEAP results. Another key data point is enrollment holding steady at 335 and we are budgeting for 350 in 2025-26. Teaching and support staff have submitted intent to return letters and 100% of all teachers at Prescott Academy requested to return to their positions in 2025-26.

In July 2021, we entered into an 1882 Partnership with Ector County ISD, assuming leadership of Ector College Prep Middle School (1431 students) from the former District partner who was unable to make any headway. In just one semester, the students at Ector College Prep Middle School have demonstrated over a year's growth and close to a four-percentile increase in proficiency. Similarly, Sam Houston Elementary School in Midland, an 1882 Partnership we started in the 2020-2021 school year, moved its State accountability score from 53/F to 89/B (and during COVID). It ranked 24 out of 25 elementary schools in Midland in 2019. Now it ranks number 4.

In partnership with the District, we know we can turn around chronically failing schools. We will build a high-performance and caring culture and maintain a focus on closing the achievement gap and preparing students for a Year 2035 world and workplace.

2. Anticipated Student Population and Educational Need. Describe the anticipated student population the school seeks to serve. Provide a rationale for seeking to serve this population.

# Inequitable access to high performing schools persists in the state's largest districts.





Note: Number of students in D and F schools is based on "Simulated SPS Scores" and enrollment from the 2021-22 school year for Caddo, Lafayette Parish, Ouachita Parish, East Baton Rouge Parish, Orleans Parish and Jefferson Parish, data that is publicly available on the LDE website; data for Calcasieu Parish is from 2019-20, as schools in Calcasieu did not receive SPS scores in 2020 and 2021 because of Covid-19 and Hurricane Laura, respectively

**Student Population and Educational Need** Third Future would like to partner to serve campuses with the lowest proficiency ratings and highest rates of poverty in the District. Our rationale for seeking to serve this population is our success in school turnaround as evidenced by our turnaround schools in four states with similar demographics in moving schools from F to C in the first year of the partnerships.

3. Education Plan. Provide an overview of the education program of the proposed school, including major instructional methods. Summarize what the proposed school would do more effectively than the schools now serving the targeted population. If virtual, please see the addendum for additional questions.

Districts with campuses on the LDOE AUS 4+ and AUS 6+ were making gains leading into the pandemic in all academic areas. Having weathered the pandemic, those districts continue striving to exceed state averages in proficiency ratings and strive to provide high-quality educational experiences for all students. As with most districts throughout the country, however, the pandemic has caused significant learning loss in some schools, negatively affecting schools needing "turnaround" the most.

We want to partner with LDOE as a Type 5 charter in the Recovery School District (RSD) or through in-district partnerships to provide school turnaround to those campuses in most need of school turnaround and the schools most challenged by poverty and language barriers.

#### Here is how we do it:

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 rigorous. 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. This is so because the lessons are highly differentiated, and students who are struggling with an objective get more small group time with the teacher. We will also have interventionist and English Language Development (ELD) teachers who supplement (not replace) the classroom instruction. The model also strengthens the traditional response-to-intervention (RTI) 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 Communities (PLC).

While the LSAE model is student-centered, an important aspect for the model is how the instruction is delivered. Thus, TFS partnership schools will have the highest quality instruction. No other network that we know of matches our rigor, engagement, and use of instructional time. We support and develop our staff to become great teachers. At the same time, we maintain high expectations and hold ourselves accountable for great quality instruction.

The model that we will bring to partnership schools goes far beyond closing the achievement gap. 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.

### 4. Impact. Explain how the proposed program will positively impact student outcomes.

We believe our instructional model, Dyad concept, and core values align well with the LDOE Recovery School District's (RSD) mission. This alignment is ideal for a great partnership and will afford us both an opportunity to make a real difference for the children of the TFS Type 5 partnership schools. We will

work closely with the leadership team in the school system to ensure we are following through on our action plan and providing the best education possible. The LDOE and district's [in-district partnerships] team will have full access to all data and information regarding all TFS partnership schools. Third Future will also welcome LDOE and the partner district's team to visit at any time and often.

Other differentiators in addition to the unique LSAE design, include other tried and true practices such as:

- Teacher effectiveness being monitored and coached daily
- More relevant time on task 185 student-teacher contact days; 90-minute classes in math and reading; a longer school day
- Requirements for a minimum of 500 words of text in each LSAE assignment or story problems in math; students annotating while they read; and the use of multiple response strategies

**Impact.** The main design model, which we call LSAE, and explained above, combines direct and differentiated instruction. It allows students who need more time with an objective to receive that additional support from the teacher, who is the expert, instead of from an aide or paraprofessional. At the same time, it allows students who demonstrate proficiency in an objective to be challenged and learn to master.

The LSAE model addresses the fundamental challenge teachers in struggling schools face: how to raise the proficiency of students who have gaps in their comprehension and are below grade level and when students are at different levels of proficiency (even if most of them are below grade level). The average teacher chooses to teach at the partially proficient level in order to help as many students as possible access the material. This methodology, while sensible, penalizes the students who are in the bottom quartile and in the top quartile. But it also lowers expectations for the other students: since students are taught at the partially proficient level, they end the year at the partially proficient level.

In most struggling schools, assignments are dumbed 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.

Our model recognizes the challenges of academically behind classes by starting with grade-level instruction and then differentiating for four levels of proficiency (five if you count the "Enriched" level). The students still learning the objective get even more direct instruction and guided practice.

But the design model – LSAE – would not work as well if we also did not follow the principle of "first, good instruction." First, good instruction is the philosophy that teachers must teach students well before relying on interventions or remediation. All students, including special education students and English language learners, receive grade-level and first, good instruction. We train our teachers to scaffold their content, provide visuals, use manipulatives and graphic organizers, use paragraph prompts and response templates, and many other strategies, but to do so with grade-level content. These techniques, combined with high expectations and encouragement, have allowed us to accelerate growth and raise achievement for all students.

5. Applicant groups that have submitted charter applications to the Louisiana Department of Education previously that have not been approved list the dates of previous submissions. Explain how you have taken the feedback from previous evaluations to reflect and revise the application. Address the deficiencies identified in the most recent evaluation and describe the changes made.

N/A. Third Future Schools has never been denied an application for turnaround applications to the Louisiana Department of Education.

### SECTION 1: EDUCATIONAL PROGRAM CAPACITY SCHOOL ESTABLISHMENT

1. Provide a narrative analysis of the community you seek to serve in the proposed school, including a description of the community the school will be located, proposed physical address (if known), and the parish.

As a Type 5 charter, Third Future requests to serve those campuses ranked as the lowest-performing with the highest percentages of economically disadvantaged students. Third Future has parameters for Type 5 partnership schools. Schools with a minimum of 450 students with students who are most behind academically and in the highest areas of poverty. LDOE data is publically available reflecting the need for achievement improvement in the states largest districts and also rural areas.

Through LDOE longitudinal School Performance Score data, Third Future has identified multiple campuses throughout the state that need school turnaround support. Recently, <u>Superintendent Brumley recently presented to education committees in the legislature</u> his intent for the Recovery School District statute to serve as the accountability lever for chronically failing schools.

Twenty-eight schools were identified, including two East Baton Rouge schools: Forest Park Jr. High and Capitol Middle School and seven schools in Caddo Parish Public Schools. In January 2024, Caddo Parish PS approved the Third Future charter application for a Type 1 or Type 3 charter and we remain in discussions to identify specific turnaround campuses for the 2024-25 school year and beyond.

Third Future Schools - Louisiana (TFS-LA) hopes to serve four or more of the state's chronically underperforming schools in Louisiana in 2024-25, adding three or more schools each year afterwards. The ultimate goal is to turn around all AUS 4+ and AUS 6+ rated campuses in Louisiana by 2030.

Third Future Schools currently serves ten schools in four states, with eight different authorizers. The visual below reflects state accountability ratings since Third Future gained oversight of instruction, operations, and finance in each of the schools. TFS schools in Colorado are Schools of Innovation. Both the Academy of Advanced Learning and Coperni 3 consistently earn the highest state accountability ratings in Colorado "Performance Plan".























The remaining eight schools are all school turnaround schools assigned to Third Future Schools to turnaround campuses consistently rated F for four or more years. All Third Future Schools assigned to turnaround move the campus from F to C or above in year one of the turnaround partnership.

#### b. The applicant's rationale for selecting the community:

Third Future's rationale for selecting communities with students struggling academically and high percentages of poverty is based on our proven success in ten other schools and the high need for school turnaround to serve students in Louisiana as evidenced by LDOE state accountability longitudinal data.

In January 2024, Governor Jeff Landry addressed the state legislature in the State of the State stating, "70% of all seventh grade students in Louisiana are unable to read and 80% of all 8th grade students are unable to do basic math". This is unacceptable and can be remedied expeditiously through Third Future partnerships with the RSD.

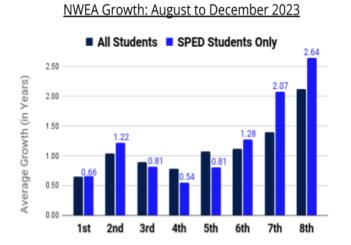
Most notably, coupled with crucial timing and need, is Third Future's proven success in school turnaround, as evidenced by state accountability ratings in each of our schools and increased enrollment.. We are confident we can replicate the strong in-district partnerships established in Colorado, Texas, and Louisiana to more AUS 4+ and AUS 6+ campuses throughout the state.

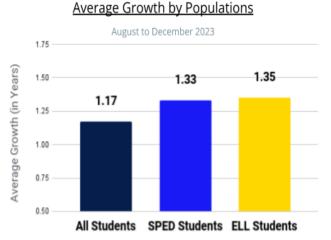
We are in a critical nexus in education in Louisiana. As educators and community members, we have a shared responsibility to support and serve our students with a proven school turnaround solution to the current crisis facing students attending chronically failing schools throughout the state.

Third Future has established itself in Louisiana as a high-performing turnaround school network at Prescott Academy which is located within the EBR school system. In four months, Prescott has already shown 1.2 years of academic

growth evidenced by NWEA beginning of year (BoY) and middle of year assessments (MoY). Prescott maintains 100% fully staffed status with exceptional teachers, school leaders, and support staff. Prescott Academy operates in a high-functioning, high-performance culture. We are excited and expecting to see a 40 point increase in LEAP scores in year one.

### Prescott K-8 MOY NWEA Results







www.thirdfuture.org

#### c. Performance of local schools in the community that serve a similar student population;

At the time of this writing the LDOE Type 5 schools have not been assigned. Performance of local schools in the communities that serve a similar student population have consistently been rated as academically unacceptable. Locations include but are not limited to Caddo Parish Public Schools, Jefferson Parish Public Schools, East Baton Rouge Parish Public Schools, New Orleans Public Schools, and Morehouse Parish,

d. How the proposed school would serve the community you seek to serve more effectively than the schools that are now serving the intended community;

The most notable of all differentiators between Third Future and other operating systems throughout the country is TFS gets results for kids. Third Future is the only proven turnaround operator with a 100% success rate in moving turnaround schools from F status to C or above in the first year of the partnership. Third Future is closing the achievement gap year after year.

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.

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during the remainder of that class period.

The TFS model is tried and true. Sam Houston ES, 471 students went from 53/F to 89/B [even in a COVID year]. Ector College Prep MS, 1431 students went from consistently rated as the lowest performing middle school in Ector County ISD to the highest, with year one ratings increasing accountability ratings from 58/F to 86/B. Also, Mendez Middle School in Austin ISD moved from a ranking of last place of the 19 middle schools in AISD to fourth. Our internal and district analysis using data from the Texas Education Agency reflect ratings at Mendez Middle School from F to B in year one of the 1882 turnaround partnership.

Third Future is steeped in community engagement with the Dyad Program, hiring community members to teach Dyad courses in such areas as karate, piano/keyboarding, photography, performing arts, graphic design, cosmetology, and much more. Community input and engagement in our turnaround partnerships is also run effectively as we partner with community members to serve in our Dyad Program to provide unique enrichment opportunities for students. Dyad offerings are customized to the will of the community.

In addition to providing exceptional educational opportunities for students academically and experientially, Third Future believes student travel is an important component in a student's portfolio. Students in 7th grade meeting eligibility criteria will travel out of state to Washington D.C. and 8th grade students meeting requirements will travel out of the country. International travel has included Costa Rica, Tokyo, and Quebec. Next year students will travel to London, England. Third Future fully funds these trips including passports.

Another key differentiator between Third Future and surrounding districts is our network operates a highly effective staffing and unique staff compensation model. Third Future does not rely upon an antiquated salary ladder with years of service as a key compensation indicator. TFS uses a "hospital model" where compensation is allocated based on the value- add of the impact of the role on student learning outcomes. Third Future campuses are 100% fully staffed with highly effective teachers at all times, using teachers, teacher apprentices, and learning coaches. TFS does not hire long-term substitute teachers or substitute teachers. Teachers in the Network will earn, on average, \$10,000 - \$15,000 more than surrounding districts.

Louisiana allocates the highest level of per pupil funding of all states we currently serve. Because of that, TFS can pay the highest teacher salaries across the network in Louisiana. The average teacher salary at Prescott Academy in Baton Rouge, LA, is \$82,000, with a complete health, dental, and vision benefits package for only \$50/month for individual educators. Third Future learning coaches earn \$53,000 which is more than most starting teacher salaries in surrounding districts.

Third Future hires school leaders and teachers from Louisiana to serve in TFS- LA turnaround schools and we train them to be exceptional teachers. With a laser focus on high-quality instruction, on-the-job coaching and support, and best in class in-house professional development, we have the best teachers in the nation serving our students.

Third Future values family engagement and hosts Parent-Teacher Conferences each quarter before and after school and evenings after work to accommodate working families' schedules. Third Future engages families through regular surveys to obtain important feedback and insight to inform school policies. We also offer multiple pathways for parents to serve as volunteers in schools and host community engagement events year round.

Lastly, Third Future's unique finance and budget models again reflect our relentless focus on keeping funding in the classroom and supporting high-quality instruction. With less than 6% of our budget allocated to the central office, Third Future maintains a lean central office that does not allow for bloat. Network expansion uses a Unit concept, with every ten schools assigned as a Unit with a mini-central office to support those schools. Network leadership supports the Unit concept for further expansion to support more school turnaround efforts. The Unit concept ensures campus leaders have a consistent executive presence and support at all campuses from executive leadership.

e. Explanations of any partnerships or contractual relationships central to the school's operations or mission, and,

Although Third Future does not have contracts with textbook publishers, TFS-LA does contract with providers of high-quality instructional materials (HQIM) [e.g., Amplify, CKLA, iReady, Eureka, and Zearn]. We have a team of TFS-specialized LSAE curriculum developers [LCDs] creating each of the four personalized LSAE lesson plans required for each class period. LCDs create the PowerPoint, demonstration of learning, learning objectives, and answer keys.

Across the Network, Third Future is mostly self-sufficient regarding school operations in all our in-district CO, TX,

and LA partnerships. During the contract negotiation period, TFS works closest with the District to identify opportunities to purchase shared services that could include custodial, busing, SPED, or nutrition services. TFS manages technology, curriculum, operations, and staffing. In most cases, the district provides transportation in the same manner as before the turnaround partnership. However, this year, Third Future did secure a contract for transportation services for Prescott Academy in August 2023 during the bussing debacle experienced by East Baton Rouge Parish PS.

Typically, partnering with the District to maintain transportation services at the assigned campuses is evidence of Third Future's commitment to continuity for families as the school transitions academics and operations to Third Future Schools - LA. Our intention is not to disrupt families and communities. Preferably, bus routes and transportation are also included as shared services with an in-district turnaround partnership. However, through a Type 5, we understand that may not be possible and are researching purchasing buses should we be awarded LDE CSP grant funding through that application process.

f. Based on your outreach, research, and understanding of the community and students you seek to serve, what are the main challenges to the success of the students in the community you seek to serve? What does your proposed school intend to do to address these challenges?

Based on our outreach, research, and understanding of the communities and students we are requesting to serve, the challenges we have identified are synonymous with previous school openings in Colorado, Texas, and Louisiana.

Across the network, in ten schools and three states [adding Tennessee in 2025], we have experienced successful implementation of the TFS instructional and operations model thereby substantially closing the achievement gap and removing all turnaround schools from priority status.

We see challenges as opportunities. The main challenges, that we welcome and request in our applications, include:

- students who come to us well behind academically,
- high rates of socioeconomic challenges,
- lack of access to highly effective teachers,
- most effective teachers in the district not being assigned to our students in most need
- lack of access to enrichment opportunities including team sports, karate, or photography, and student travel

Assigned TFS RSD partnership schools will provide students with consistent access to on or above grade level instruction delivered by highly effective teachers in every classroom, every day. Students will have access to unique enrichment opportunities in addition to Electives every day. Students will learn how to think critically and problem solve through the Art of Thinking course for all 3rd-8th grade students. And students meeting eligibility requirements will travel out of state in 7th grade and internationally in 8th grade.

- 7. Provide an overview of the student population you anticipate serving based on the local demographics in the proposed school, which includes:
  - g. Racial and socioeconomic demographics;
  - h. Percentage of special education students;
  - i. Percentage of English Learners;
  - j. Percentage of homeless students; and

TFS RSD schools have not been assigned. Third Future requests those assigned schools are the furthest behind academically with the highest percentages of economically disadvantaged students. The chart below is an estimate. Our research reflects anticipated student population to be in line with the demographics listed above.

Districts	Racial and socioeconomic demographics	Percentage of English language learners	Percentage of homeless students	Percentage of Proficiency	LDOE Accountability Ratings
LDOE RSD assigned schools [TBD]	90-100% Black or Hispanic 90-100% economically disadvantaged	0-15%	15-20%	0-15%	AUS 4+ AUS 6+

- 8. Provide a narrative description of the way in which stakeholders in the intended community were engaged regarding the proposed charter school, including
  - k. Description of the stakeholders engaged;
  - I. Strategies used to solicit community input regarding the educational and programmatic needs of students and the plan to meet those needs;

TFS RSD partnership schools have not been assigned. However, in-depth stakeholder engagement occurred over several months in late 2022 and early 2023. In March 2023, Third Future Schools was recruited to Louisiana to serve as a turnaround specialist network assigned to Prescott Academy [formerly a Type 5, Democracy Prep] that has been underperforming for decades.

Immediately upon arriving in Baton Rouge last spring, Third Future has engaged in numerous community networking events, neighborhood walks, bar-b-q cookouts, held Prescott tours with community leaders, legislators, school board members, and the LDOE to raise awareness of the successful turnaround model.

Additional feedback and awareness has be raised through various methods including surveys through Ourco, our internal survey platform for families and staff, New Schools Baton Rouge student and staff survey at Prescott, Facebook and Instagram platforms, table talks at local grocery stores and community gatherings, conducted a Fall Fair of community wrap around services, monthly Open House events at Prescott, and holding town hall meetings both in person and virtually via Zoom.

- m. The method and nature of feedback received from community stakeholders and the process for incorporating that feedback into the submitted application; and
- n. The extent to which, if at all, the proposal incorporates community input regarding the educational and programmatic needs of students.

While the Type 5 schools have not been named, our experience at Prescott Academy has allowed us to incorporate feedback from students, educators and the community in certain areas. For example, our Dyad offerings and academic calendars aligned with East Baton Rouge Parish PS to best meet the needs of families with multiple children attending EBR schools.

We also value and take very seriously the feedback and insight from our EBR neighbors to inform our offerings and staff selections. This proposal includes our positive impact in raising proficiency rates and closing the achievement gap in 100% of our schools. The model incorporates best practices and community engagement garnered since 2016. We will continue to incorporate our learnings as the network expands to serve more struggling schools throughout Louisiana.

**Appendix 1**: Provide a narrative description of support for the proposed school from community stakeholders, including a candid analysis of the depth of support and opposition to the school. Submit documents that provide evidence of community support (e.g., letters of support from community stakeholders, emails with evidence of support engagement sign-in sheets, and/or survey results. Please refrain from submitting signed petitions.) Include a cover sheet with a table that identifies each document, including the evidence for this request, its page number, and a brief document description. Please see Appendix 1.

### Academic Plan

- 9. Provide a clear and concise overview of the proposed school model, highlighting the key design elements of the school model critical to its success in serving the intended student population, including:
  - a. The key design elements that reflect the school's mission and vision;

In partnership with the LDOE RSD, Third Future is confident in continued student outcomes success with all assigned turnaround partnership schools. We will build a high-performance and caring culture and maintain a focus on closing the achievement gap and preparing students for a Year 2035 world and workplace.

Our vision for the TFS school turnaround partnership plan is similar to that of our Network's vision for all of our schools. We plan to close the achievement gap *and* prepare students for the Year 2035 workplace and world. Specifically, our goal is to work in partnership with LDOE and districts to get assigned schools out of "D/F" status in one year and in excellent standing in state accountability ratings by the end of the third year. By the end of our fourth year, 70% of TFS assigned turnaround partnership schools' students will also meet or exceed expectations on the Art of Thinking assessment, which includes information literacy, critical thinking, problem-solving, and communications.

Here is how we do it:



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 divided into four groups.



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This model has proven to significantly narrow achievement gaps for all academically behind

students, including students challenged by language barriers. This is so because the lessons are highly differentiated, and students struggling with an objective get more small group time with the teacher. We will also have interventionist and English Language Development (ELD) teachers who supplement (not replace) the classroom instruction. The model also strengthens the traditional response-to-intervention (RTI) approach. Student academic deficiencies or "learning gaps," which are identified immediately in every core class because of the daily demonstration of learning and analyzed again in the weekly Professional Learning Community (PLC).

While the LSAE model is student-centered, an essential aspect of the model is how the instruction is delivered. Thus, all assigned Third Future turnaround partnership schools will have the highest quality instruction. No other network matches our rigor, engagement, and use of instructional time. We support and develop our staff to become great teachers. At the same time, we maintain high expectations and hold ourselves accountable for great-quality instruction.

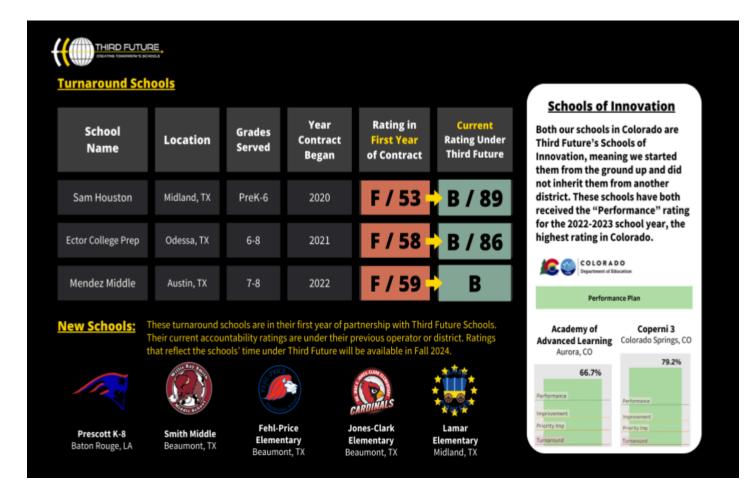
The support model we will bring goes far beyond closing the achievement gap. We believe students need to be proficient in Year 2035 competencies to better prepare them for a fundamentally different workplace and world. We call the acquisition of knowledge, perspective, and experiences the Dyad Concept.

As a result of this systemic change, all students take an Art of Thinking (AOT) 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, martial arts, and many others. Students have an elective every day for an hour, and then they also choose an additional "Dyad elective," which they engage twice a week for 90 minutes each time.

In addition, students complete a list of requirements, including participation in a team sport, engaging in the performance arts, community service, and travel out of state or country. Our instructional model, Dyad concept, and core values align well with the District's mission. This alignment is ideal for a great partnership and will afford us both an opportunity to make a real difference for the children in the assigned turnaround schools. We will work closely with the LDOE RSD team to ensure we are following through on our action plan and providing the best education possible. The school system's team will have full access to all data and information regarding assigned turnaround schools and welcome the District's team to visit schools anytime and often.

b.A clear rationale for the school model and key design elements, based on the track record of success with similar student populations served by the non-profit organization; and

The LDOE RSD reports 28 schools eligible for state takeover based on AUS 4+ and AUS 6+ accountability ratings. Third Future is the only operating partner with a 100% success rate in turning around chronically failing schools in year one. TFS has debunked the myth that it takes multiple years to move schools out of priority improvement status.



The LEAP assessments will provide summative data, but we also have goals for the NWEA MAP assessments, which are nationally normed. At TFS-assigned turnaround schools, as with our other schools, the average students will demonstrate at least 1.6 times the growth of the average U.S. student in reading, math, and science. The students will also gain at least seven percentile points a year, meaning they will improve their overall proficiency by that amount compared with all the other students in the nation.

The Third Future Schools' leadership team is experienced and operates nine turnaround partnership schools in Colorado, Louisiana, and Texas, most recently adding Jasper ISD and Caddo Parish Public Schools to the TFS in-district turnaround partnership portfolio. Experienced principals will lead all assigned turnaround schools, and they will have a cadre of teachers and administrators familiar with the TFS instructional model and high-performance culture to achieve our rigorous goals for all assigned turnaround schools.

A "stand-up" team from the Network will be on-site for six weeks to help the school get off to a good start and work with the LDOE and the district to strengthen the partnership. The Director of Instruction will provide direct oversight over the Principals and Assistant Principals and monitor the school's action plan's progress, achievement, and performance metrics. In addition, the Superintendent and Deputy Chief of Instruction will also provide leadership coaching and professional development at the assigned turnaround schools at least monthly.

This rationale includes established, consistent proof points of success. TFS has an implementation and operations model that is proven and not something the network will be trying out in hopes of achieving in Louisiana. Evidence of success is reflected in all ten TFS schools academically, operationally, and financially.

#### Research supporting education plan.

While our LSAE model is innovative, the research base for it is longstanding. First, direct instruction is an instructional approach that is relatively structured and guided by the teacher. There is a rich research base on direct instruction, and for a good summary, see <u>A Brief Summary of Research on Direct Instruction</u> (Jean Stockard, PhD, January 18, 2015).

With direct instruction, teachers use different and engaging strategies to guide students through the learning of specific objectives. The proper and effective use of direct instruction can help students who might "get stuck" or frustrated when trying to learn content without a significant amount of assistance or guidance. Students behind academically sometimes need considerable guidance when learning complex concepts or highly complicated skills such as reading or writing. Students will not be left on their own to flounder. We have found that direct instruction is one of the most effective strategies for academically behind students. We suspect that most RSD students will benefit from this instructional approach.

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 thus will support students in classrooms where the range of academic abilities varies.

Beyond the academic research, we have eight years of experience demonstrating that the model works for all students. We do not have "remedial" courses or "honors" courses, and we do not "track" students. Instead, we provide effective direct instruction at grade level daily and highly differentiated instruction and activities for all students. This has had the effect of "catching up" with the lower-performing students while enabling the more advanced students to grow even more.

With regard to 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 <u>Jobs Lost</u>, <u>Jobs Gained</u>: <u>Workforce Transitions in a Time of Automation</u>, 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, <u>The High Demand for Durable</u> 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 RSD students with both gaps.

**Theoretical framework of plan.** The theoretical framework of the school operations and design is tied to systems thinking. Having studied the work of Edward Deming, Peter Senge, Ted Kolderie, and others, Third Future Schools founder began studying school systems and using his knowledge and experience to improve schools at a systems level.

Third Future Schools was started with Deming's principle that "every system is designed to get the outcomes it is getting" and was founded on the logical result that if an organization was trying to achieve significantly different outcomes, it would need a different system – one with fundamentally different underlying principles of operating.

What is not immediately apparent when visiting a Third Future School is how different the underlying principles are.

In brief, those principles are:

- Learning should be increasingly focused on how to think and how to learn (versus what to think).
- The school, community, and family provide students with required experiences, not just specific courses.
- Learning happens everywhere and anytime (and not by completing Carnegie units).
- Employee compensation should be tied to what the system values most.
- Schools should be outcomes-focused, and there should be clear accountability at all levels for achieving those outcomes.

Third Future Schools is getting remarkable academic growth and improved performance because it employs a unique instructional model and provides numerous student experiences while operating in a high-performance culture. But all of these overt actions rest on a theoretical framework that suggests

Processes

Capacity

LD

Implementation

Culture

fundamental systemic transformation is necessary not only to close the achievement gap but also to prepare students for a Year 2035 workplace and world.

School culture is the "beliefs, values, and priorities of the organization that guide behavior and decision-making." A positive and professional school culture is an integral part of the foundation upon which all great schools are built, and it is the main reason Third Future Schools have strong education programs and high expectations.

In order to create a high-performance culture, TFS-assigned schools' leaders will do the following:

o Reinforce core beliefs and what the organization values most. These beliefs and values will guide TFS-assigned schools' actions and behaviors. We will continually raise awareness of the core beliefs with staff and stakeholders. We will be purposeful

about developing staff understanding of the beliefs and ensuring staff members recognize how the core beliefs manifest themselves in practice, in the classroom, and in the school.

- Create a shared and inspiring vision that drives priorities. We will hire staff members who share the vision outlined earlier in this application. Still, over time, every staff member must have a chance to personalize their understanding of what success looks like in practice -- for the staff member individually and for the school as a whole. Also, we will ensure that our vision drives priorities and organizational behavior.
- Set high expectations. A sense of high expectations will be reflected in all aspects of the school from parent-school contracts to student habits of success, from teacher evaluations to the efficacy of professional development. We recognize that there is not one program or initiative that can establish a culture of high expectations. Rather, such a culture is purposefully built through a thousand acts by students, teachers, and administrators that go beyond "good enough" to great.

- Focus on outcomes. We believe that great schools get results. Our teachers and leaders understand that success or goal attainment has to be demonstrated. TFS-assigned schools will have a culture that establishes measurable outcomes, especially around student proficiency and staff performance. We will use data and monitor progress toward key benchmarks and objectives.
- Hold people accountable for outcomes and provide a high level of support. High-performance cultures value and reward people who "get the job done" and get it done right. TFS-assigned schools value effectiveness and the ability to achieve defined outcomes. At the same time, the students who attend TFS-assigned schools cannot afford to learn from an ineffective teacher. We will take purposeful steps to help ineffective teachers improve or, if necessary, remove them from the system. High levels of support will match the level of accountability, as accountability without support only breeds a culture of fear.
- Grow the level of autonomy to allow staff members to do their best work. With the LSAE model and differentiated learning environment, teachers need the freedom and decision-making authority to adjust instruction and student time to ensure students are learning effectively. Staff members will enjoy a great deal of autonomy from the outset; that autonomy will grow as teachers demonstrate the ability to reach key performance and achievement outcomes.
- Support continuous improvement. Leaders of high-performance cultures use continuous improvement models. We know that transformation takes time and one cannot reach challenging objectives without numerous smaller steps. At the same time, we will maintain a sense of urgency and expect progress. Our teachers and principals will be allowed to innovate and try strategies that are non-traditional. Mistakes and missteps will be viewed as a consequence of continually trying to improve; people and the organization will learn from any failures to become more effective.
  - Third Future conducts a lot of purposeful professional development on creating and maintaining a high-performance culture. Our teacher recruitment process includes assessing a teacher's philosophy around educating all students with high quality and the teacher's willingness to be part of a school that truly has high expectations. We also conduct climate surveys twice a year and establish goals related to school culture and climate. For example, TFS RSD assigned schools will receive a "strong" rating on the system "Culture" rubric as assessed by the school leaders and Superintendent.
  - c. Any differences in the proposed school model from existing schools operated by the non-profit organization.

The Third Future model for all Type 5 turnaround schools has no differences in terms of the mission and vision, academic model, Dyad program, student travel or any aspects of operations and finance.

- 10. In Louisiana, charter schools can purchase the best instructional materials for their students. For core content areas (English language arts, mathematics, science, and social studies), identify the primary curricula your school will use, such as textbook selection and supporting materials by subject and/or grade level, including
  - a. A description of how it aligns with state standards; and
  - b. How will it meet the needs of the targeted student population?

Third Future Schools utilizes a number of high-quality instructional materials (HQIM), including Lexia, iReady, Newsela, Eureka, Zearn, and CKLA Amplify for our focus on the Science of Reading.

To ensure and monitor alignment with Louisiana state standards, Third Future Schools has hired a team of twelve exemplary LSAE curriculum developers (LCDs) to create differentiated lesson plans in Math, ELA, Science, and Art of Thinking aligned to Louisiana state standards. LCDs work from state-specific curriculum maps developed by a specialized curriculum developer to align Louisiana state standards. As standard practice, TFS creates curriculum maps in every state we serve, including Colorado, Texas, Louisiana, and Tennessee [in 2025].

Curriculum maps are posted in every classroom. Each day, teachers work from the maps aligned to state standards by month.

Third Future is data-driven and utilizes data obtained daily through the Demonstration of Learning (DoL) given in each class period, which is then analyzed weekly in Professional Learning Communities (PLC). Lesson plans and curricula are continually reviewed and updated to serve the personalized learning needs of our students.

Third Future has an exceptional curriculum team that reviews and measures LSAE Curriculum Developers (LCD) work product, alignment to state standards, and high level of rigor through classroom observations, teacher feedback, student achievement, PLC data analysis, and diagnostic and summative assessments, including BoY, MoY, and EoY achievement results.

LCDs create evidence based lesson plans including the slide deck, DoL, and answer keys in all core content areas. Teachers receive the personalized, differentiated lesson plans at least two weeks in advance and are expected to prepare and internalize the content for their students.

Teachers work closely with campus leadership to provide feedback on LCD work and curriculum. Any need for adjustments or modifications takes place immediately. We do not wait for quarterly or semester reviews to make necessary changes.

### 11. Describe any co-curricular or extracurricular programs and how they will be funded and delivered.

Third Future Schools offers students unique enrichment opportunities through our Dyad program. Dyad courses are brought to students by Dyad consultants, who are community members passing along their knowledge, skills, and perspectives in martial arts, photography, yoga, fitness/spin, graphic design, leadership, and much more. The Dyad Program is funded through the per pupil revenue. Dyad consultants are paid \$30/hour as 1099 contractors.

TFS seeks community input to make decisions about requested electives and enrichment opportunities such as team sports, choir, band, or fine arts and these activities are paid out of general revenue.

Additional enrichment for 7th and 8th-grade students includes student travel opportunities. Third Future 7th-grade students who meet eligibility requirements will travel out of state [Washington D.C. has been the chosen destination since 2021]. TFS 8th-grade students meeting eligibility requirements will travel out of the country. Destinations have included Costa Rica, Tokyo, Japan, and this year Quebec, Canada. In 2025, students will travel to London, England. Student travel is made possible by philanthropic donations.

While TFS bylaws require all campuses to be financially viable by the end of year three of operation, student travel is the only exception for outside funding sources due to costs. Third Future Schools fully funds student travel, and this opportunity for students is often the first trip outside their zip code and serves as an aspirational and attainable goal for them to strive towards throughout the school year. TFS Chief of Strategy leads all business development and philanthropic fundraising for student travel through the TFS Foundation.

#### 12. Describe the basic learning environment, including class size and structure.

TFS learning environments have sound instructional strategies that incorporate rigorous, high-quality experiences that promote critical-thinking skills and are well-suited for the targeted student population. Class sizes average 20-22 [with no more than 25] students.

Teaching students to think critically and in nuanced ways has never been easy. As the curriculum over the last several decades became ever more focused on discrete knowledge in the core disciplines, the task of teaching students to integrate information, understand information in context, extrapolate data or knowledge to other situations, and avoid fallacies of logic – all important competencies to solve problems well -- became even more challenging.

As a result, we not only strengthen critical thinking in our classrooms – such as requiring all LSAE activities and lessons in math class to include *story problems every day* – but we have also designed an Art of Thinking class to more purposely address critical thinking, problem-solving, information literacy, and learning how to learn. We believe it is a discipline as important as language arts to prepare students for a Year 2030 workplace and world. It is also a discipline with skills and competencies that require a lot of instruction and practice over an entire education

career to master. Thus, our Art of Thinking (AOT) course is required for all grades 3 through 8 students. AOT courses are conducted for a 90-minute block three times a week.

Combined with the Dyad Concept, the Art of Thinking course will give our students a greater perspective and make their content knowledge more meaningful. They will be nuanced thinkers and creative problem solvers who will be better prepared for a Year 2035 workplace and world.

We believe a child's character, knowledge, and ability to think well are also functions of their experiences – travel to other parts of the country or abroad, participation in sports, learning to play a musical instrument, being involved in a community service project, discussing current events with parents, or meeting someone from another culture. We call the acquisition of perspective and experiences the Dyad Concept and will require all students in grades 3 through 8 to complete the Dyad requirements.

We will work with the community members hired as Dyad Consultants to provide numerous experiences (over and above the traditional elective courses). These Dyad experiences include dance, karate, piano, photography, film, bicycling, musical theater, and more. All of these experiences will be provided during the school day and after school. Students who choose to can engage in these or other activities on weekends or during our "Fifth Quarter" summer program.

While the LSAE model and the Dyad program are student-centered, the critical component of our model is how the instruction is delivered. Thus, the delivery of instruction in an LSAE model includes both direct instruction and differentiated learning. This applies to all core courses (including the Art of Thinking). No other school that we know of matches our rigor, engagement, and use of instructional time.

That is because we ensure the following best practices are used consistently in all our classrooms that are typically assigned 20-23 students:

- Strong alignment: effective lesson objectives and demonstrations of learning tied to instructional calendars and the Louisiana student standards
- Strong student engagement through the use of multiple response strategies (MRS strategies)
- Effective pacing, including the use of timers
- Extensive use of graphics and visuals
- Highly differentiated lessons through the LSAE model
- Expansion of student agency through student talk and the LSAE model

Indeed, all our teachers across the network continuously try to improve and try to be "Third Future Ready" every day. Our school leaders constantly assess the Third-Future-Ready characteristics and provide continual on-the-job coaching and feedback on these instructional behaviors.

Our teachers are Third Future Ready because they:

- use a multiple-response engagement strategy at least every four minutes and use at least three different strategies during the first 40 minutes of class
- are prepared and have their lesson objective and DOL up before class starts
- administer a DOL and get students into their LSAE groups within 10 minutes start to finish
- push out in time (between 40 and 55 minutes after the start of class)
- align objectives with the curriculum calendars and those objectives meet the criteria of effective objectives
- design highly effective DOLs daily
- ensure students are reading, writing, computing, or thinking 95% of the time
- don't waste time transitions are smooth, they pass papers out while the students are working on something relevant, etc.
- take only two minutes to close and prepare students to leave their class to the next class
- differentiate activities into four levels every class period, every day
- are confident and effective
- manage the classroom well, ensuring students follow the three rules of the school
- teach grade-level content to every student every day
- push the rigor and relevance
- use a lot of visuals
- know where their students are academically and social-emotionally

- collaborate with their colleagues
- think about what it means to be in a high-performance culture and act in ways to strengthen it

People who have visited our schools see these characteristics in every classroom. The instructional behaviors listed above are the norm and expectation every day.

These instructional strategies are well-suited for all students and especially for students who are behind academically or who have traditionally been placed in classrooms where there is a range of student proficiencies (or lack of proficiency) yet very little differentiation.

Also, students who struggle academically need more direct instruction and instruction that is at grade level but properly scaffolded and then differentiated. Our unique instructional model and our strategies provide the students with high-quality instruction and a way to make differentiation a daily practice.

- 13. Provide a detailed hybrid learning plan that includes the following:
  - a. Circumstances under which this plan would be implemented.

### Instructional mode - hybrid

Even at the height of the pandemic, we were able to implement our highly differentiated LSAE model and teach in-person and remotely simultaneously. During COVID, Third Future teachers perfected the "one classroom, three locations" to bring rigorous and engaging instruction to all students. During that time, we began to see how this strategy could also be used to support students who remain home when they are sick, during bad weather that prevents a child from coming to school, or when we do not have a substitute teacher to step in for the regular teacher.

Since we already have the equipment and most teachers have been trained in the one-classroom, three-location model, we expect teachers to use the webcam, projector, ViewSonic, lavalier, speaker, and other equipment when they teach. This will allow for greater flexibility and, should there be any students online, for the teacher to move into in-person instruction and synchronous remote learning.

The skills gained by the teachers to teach synchronously also allow for more flexibility concerning teacher absences. While in-person instruction in the classroom is the most effective way for students to learn, students can still learn well when taught synchronously, even when the teacher is at home and the students are in the classroom.

During that time period, we instituted a policy that when a teacher took a sick or personal day due to COVID, they would be given the option of teaching from home. Should they teach from home on a sick or personal day due to a COVID-related absence, the teacher would not be counted absent on two days.

Hybrid teaching is also used when students are out due to illness or unforeseen circumstances. Students are able to log in via Zoom from home. In the event a student is having a difficult time and disrupting class, a student can be removed from the classroom and placed in the Team's Center, log into Zoom, and be right back in class, receiving the same high quality instruction as their colleagues. This policy has also cut down on disciplinary issues by reducing any incentive as instruction will be picked right back up.

#### For classes with remote learners:

- Students mute themselves when the teacher is presenting.
- Remote learners keep their videos turned on.
- A student who is answering a question or making a solicited comment turns on her mic.
- Students are allowed to see and speak with one another in the breakout rooms.
- Students complete a quick response card at least three times in a 45-minute period.
- Breakout room time for table talk is between 2 and 5 minutes long.

#### b. A plan to acquire and disseminate technology to students

Technology is purchased through general funds, high-quality replication grants, Charter School Program (CSP) grants, and depending on the implementation timeline, any unforeseen state/federal funds. All

campuses order the same technology allowing for efficiency and consistency across the Network. The technology purchased through CSP grants remains with the campus after the turnaround work is completed.

A technology coordinator is assigned to each campus responsible for dissemination, tracking, and needed repairs. Tracking is coordinated at each school on a monthly basis by the technology coordinator and cross-checked by the Director of Operations. A ticket system similar to ZenDesk has recently been implemented to ensure prompt response and troubleshooting.

c. A plan to track and monitor attendance in a virtual setting;

Attendance is taken concurrently in person and virtually at an assigned time during the class. Campus protocols have the office manager entering into the Student Information System for tracking and monitoring both in-person and virtual attendance.

d. Identification of the Learning Management System (LMS) to be employed:

Third Future is exploring the possibility of procuring a Learning Management System (LMS). Currently, Third Future uses a Google Drive network, which is managed by LCDs and accessible by everyone in the organization. Should Third Future purchase an LMS for the Network, as with all our initiatives, we will be highly communicative and provide training for all stakeholders as outlined below.

e. A plan to provide training and technical support on the LMS to staff, families, and students; and

Third Future Schools is intentional about keeping the main thing, the main thing. Our main goal is to provide high-quality instruction and highly effective teachers on each of the 185 student-teacher contact days. As such, we limit the number of new initiatives and technology apps and programs and include any necessary training in our nine (9) professional development days at least monthly so as not to disrupt instruction for students.

Should Third Future purchase an LMS, any required training for families would be offered online, after school, or on Saturday mornings, and the sessions would be recorded. Families would have access to our Technology Coordinators and the LMS support lines to answer questions via email or phone. Any necessary student training would occur during the Art of Thinking class period, with teachers and learning coaches available to answer questions throughout the day.

f. A plan to communicate with staff, families, and students virtually.

Since we already have the equipment and because most teachers have been trained in the one-classroom, two-locations model, all network staff are able to communicate virtually with staff, families, and students. All TFS employees are assigned personal Zoom accounts to communicate and meet virtually.

#### **ASSESSMENTS**

- 14. Describe the primary diagnostic, formative, and summative assessments the school will use to evaluate student knowledge and skills. Provide data outlining the growth of a population of similar students served by the non-profit organization. This response should include:
  - a. Describe how instructional leaders and teachers will use the assessment data to inform programmatic and instructional planning decisions and adjust instruction, curricula, and professional development; and

**Performance assessments and school-wide data and performance monitoring.** We analyze student achievement data on a regular and continuous basis. As shared earlier, teachers must administer a demonstration of learning every class period every day. The DOL assesses a student's proficiency level on a given lesson objective [tied to the Louisiana Student Standards], providing the student and teacher with real-time information about the student's academic progress.

Teachers then assemble in professional learning communities (PLCs) every Thursday after school to

review the DOL data and assess each student's proficiency and progress for that week. Students are placed in differentiated proficiency groups [LSAE groups] every Friday for remediation or enrichment.

In this way, we can assess student progress continually. Since teachers are observed and coached continuously, school leaders can also analyze the connection between instructional practice and students' progress. Deficient instruction is remediated, and good instruction is honed. Students who are not making sufficient progress after good first instruction are provided more support, such as time with a reading interventionist or small group math tutoring.

In addition to annual LEAP testing, the TFS assigned turnaround schools' 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 April/May. These are nationally normed tests and will help us monitor our progress during the year and 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. We also analyze percentile increase, which is a measure of a student's relative increase in proficiency. The MOY and EOY growth metrics are part of our teacher evaluation. Because of the direct correlation between the quality of instruction and student achievement scores, we monitor the quality of instruction daily.

Each principal and assistant principal "coaches" instruction and provides effective feedback daily for at least two hours each day. They each complete two "spot observations" [10-to-15-minute observations] and provide written feedback on our spot observation form. In this way, the leadership team and the Network leaders can monitor the improvement of instruction and assist teachers or groups of teachers with specific skills or practices.

To ensure strong calibration and objectivity, a Systems Review Team (SRT), comprised of independent instructional leaders, conducts their own spot observations quarterly and compares them to the observations conducted by the school. The SRT team is comprised of three former superintendents and administrators, all of whom are proven and recognized in their fields as instructional experts.

The Network leadership also monitors the School's Action Plan, which outlines clear performance metrics related to school-wide improvement [apart from achievement] specific to those assigned Type 5 partnership schools. The implementation of the Action Plan is the responsibility of the Principal and is monitored by the regional Director of Instruction.

b. Explain how the school will communicate with parents/guardians and students about academic achievement and progress.

Each campus communicates with parents/guardians and students about academic achievement and progress through report cards and progress reports. Regular calls and meetings are scheduled with family members as needed. Parent/teacher conferences are held twice a year both during school and in the evenings for working parents.

Each campus also holds two award ceremonies each year to recognize and celebrate student achievement and progress.

- 15. In your overview template, you provided performance data on the schools your organization currently operates or has previously operated. Provide a narrative explaining the performance data, including
  - a. Explanation of performance deficiencies;
  - b. Explanation of subgroup performance;
  - c. Identification of which school performance scores do not meet additional school requirements as outlined in Bulletin 126; and
  - d. Strategies used to remedy performance deficiencies and subsequent progress.

The overview template is included in our application as an attachment. TFS will also provide as much additional data as requested. Included below are Third Future outcomes to close the achievement gap for all TFS students throughout the network from July 2025 to July 2035.

Third Future Schools Outcomes								
	Phase I (b	y July 2025)	Phase II (	by July 2030)	Phase III (by July 2035)			
Outcomes	All TFS students	> 3 Yrs. in TFS	All TFS students	> 3 Yrs. in TFS	All TFS students	> 4 Yrs. in TFS		
4 <sup>th</sup> Gr. Read, Math, Science NWEA	40% ≥ 50 <sup>th</sup> percentile	55% ≥ 50 <sup>th</sup> percentile	50% ≥ 50 <sup>th</sup> percentile	$50\% \ge 60^{\text{th}}$ percentile	$50\% \ge 55^{\text{th}}$ percentile	60% ≥ 60 <sup>th</sup> percentile		
4 <sup>th</sup> Gr. Y2035 competencies	50% proficient	65% proficient	60% proficient	70% proficient	65% proficient	75% proficient		
Dyad completion	75%	85%	80%	90%	85%	95%		
8 <sup>th</sup> Gr. Read, Math, Science NWEA	40% ≥ 50 <sup>th</sup> percentile	55% ≥ 50 <sup>th</sup> percentile	$50\% \ge 50^{\text{th}}$ percentile	$50\% \ge 60^{\text{th}}$ percentile	50% ≥ 55 <sup>th</sup> percentile	$60\% \ge 60^{\text{th}}$ percentile		
8 <sup>th</sup> Gr. Y2035 competencies	50% proficient	65% proficient	60% proficient	70% proficient	65% proficient	75% proficient		
Dyad completion	75%	85%	80%	90%	85%	95%		

## TFS NWEA End-of-Year Results -- 2022

**Avg. Growth** = Avg. Growth of the school's students divided by the Avg. growth of all U.S. students.

End of Year Growth (% of annual U.S. growth)							
School Avg. Growth							
Coperni 2	1.89						
Coperni 3	1.52						
AAL	1.70						
SHES	1.65						
ECP	2.03						
TFS	1.85						

[Data from the 2021-2022 NWEA MAP assessments]

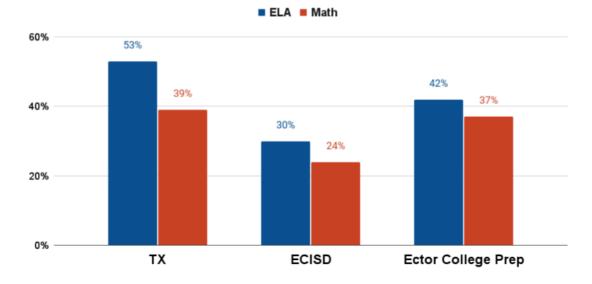
And while our students are growing, they are also improving their proficiency relative to all other students. The average TFS student gained over 9 percentile points in one year.

**Percentile increase** = Avg. increase in NWEA percentile rank from BOY to EOY.

School	Avg. BOY Percentile	Avg. EOY Percentile	Avg. % Increase
Coperni 2	46%	59%	14.6%
Coperni 3	41%	50%	7.9%
AAL	38%	46%	8.9%
SHES	46%	57%	12.4%
ECP	39%	47%	8.6%
TFS	40%	49%	9.3%

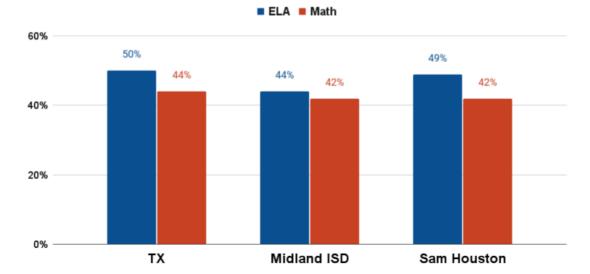
### State vs. District vs. Ector College Prep

% of Students who Met or Exceeded Grade-Level Expectations on STAAR in 2023



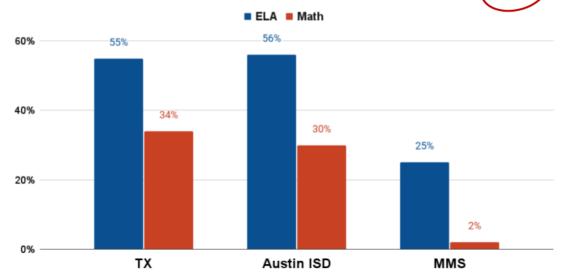
### State vs. District vs. Sam Houston Collegiate Prep

% of Students who Met or Exceeded Grade-Level Expectations on STAAR in 2023



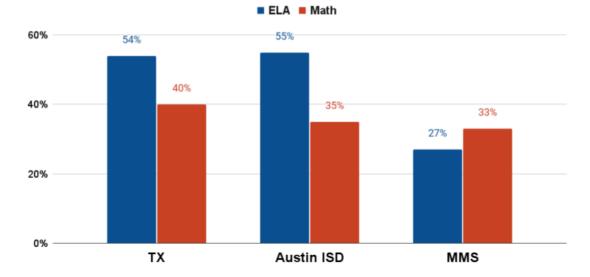
### State vs. District vs. Mendez Middle School

% of Students who Met or Exceeded Grade-Level Expectations on STAAR in 2022

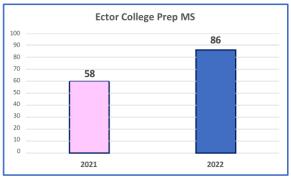


### State vs. District vs. Mendez Middle School

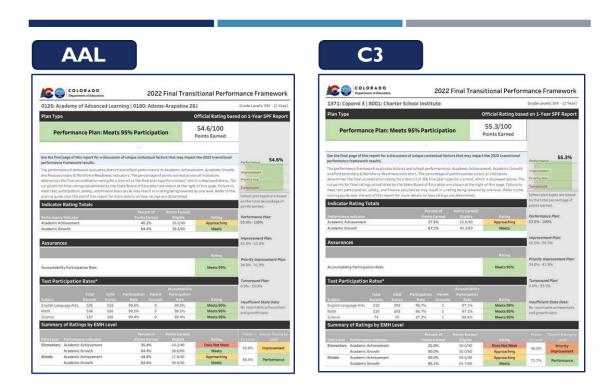
% of Students who Met or Exceeded Grade-Level Expectations on STAAR in 2023







[Data from Texas Education Agency (tea.texas.gov) 2022 Accountability Rating System]



 $[Data\ from\ Colorado\ Department\ of\ Education\ 2022\ School\ Performance\ Frameworks]$ 

#### Calculating your CARS Academic Rating

To determine your rating, CSI uses the CSI Academic Performance Framework to determine the percent of points earned overall and by level. The following are the cut score points that determine each rating:

Performance with Distinction: Greater than 70.1% Points Earned

Performance: Between 53% to 70.1% Points Earned Improvement: Between 42% to 52.9% Points Earned

Priority Improvement: Between 34% and 41.9% Points Earned

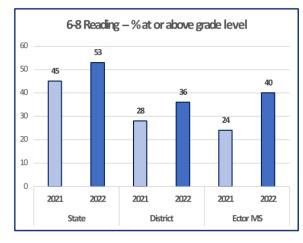
Turnaround: Below 34% Points Earned

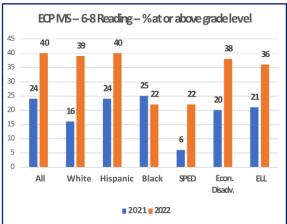
Framework	CARS Rating					
Academic	Insufficient State Data					
Elementary School Rating	Performance (Points Earned: 60%)					
Middle School Rating	Performance (Points Earned: 65%)					
High School Rating						
Financial	Financial performance does not impact the school accreditation rating					
Organizational	Organizational performance does not impact the school accreditation					
Overall CARS Rating	Performance^					

^Approved Request to Reconsider in 2020-21; Accredited using data from 2021-22 aggregated across levels.

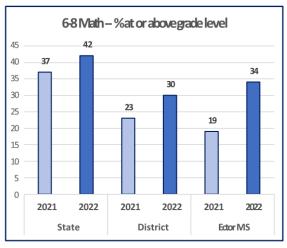
[Data from the Charter School Institute's annual review of Coperni 2 (CARs Report) for the 2021-2022 school year]

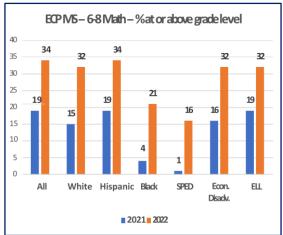
### **ECP**





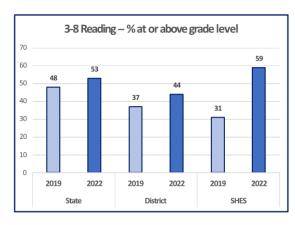
### **ECP**

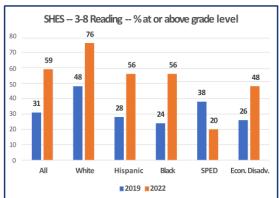




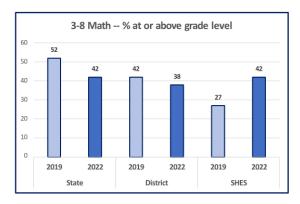
[Data from the Texas Education Agency 2021-2022 STAAR Performance (TAPR) Report]

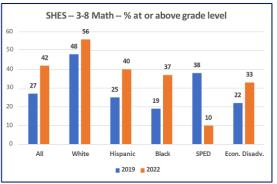
### **SHES**





### **SHES**





[Data from the Texas Education Agency 2021-2022 STAAR Performance (TAPR) Report]

### C2

#### **English Language Arts Subgroup Achievement**

CMAS ELA: Subgroup Status, Gap Trends, and Local Comparison Tables

-How are traditionally

-How are traditionally underserved students achieving on state assessments compared to their peers over time?

-How are traditionally underserved students achieving on state assessments in comparison to other schools in their

geographic home district or schools that students might otherwise attend?

S	Subgroup Achievement Gap Trends over Time in ELA								
CMAS ELA		2016	2017	2018	2019	2022			
Student Su	bgroup	MSS	MSS	MSS	MSS	MSS			
F/R Lunch	Υ	-	-	-	721.5	731.7			
1714 Editori	N				719.3	741.5			
Minority	Υ			-	719.5	734.5			
Willionty	N				n<16	739.9			
IEP	Υ				n<16	706.3			
ICP	N			-	722.7	744.7			
EL	Υ	-	-	1	n<16	n<16			
	N			-	719.7	737.5			
GT	Υ				n<16	n<16			
61	N			-	720.4	736.6			
Schoolwide			-	ı	720	737			

Geographic District Gap Trends over Time in ELA							
CMAS ELA		2016	2017	2018	2019	2022	
Student Sul	bgroup	MSS	MSS	MSS	MSS	MSS	
F/R Lunch	Υ	727.0	727.3	730.2	730.6	724.8	
1 /IX LUIIOII	N	747.2	746.1	749.6	752.1	745.3	
Minority	Υ	728.0	727.8	730.8	731.6	726.2	
Minority	N	741.5	741.4	745.1	746.8	742.5	
IEP	Υ	696.8	697.6	701.5	698.1	698.1	
ICF	N	739.3	739.1	742.4	743.4	737.8	
EL	Υ	721.7	720.5	721.1	721.1	713.5	
CL	N	737.0	736.7	740.3	741.3	736.2	
GT	Υ	772.7	774.4	779.2	781.2	777.5	
GI	N	730.6	730.1	733.0	734.1	729.8	
Geographic	District	735	735	738	739	734	



#### **Mathematics Subgroup Achievement**

CMAS Math: Subgroup Status, Gap Trends, and Local Comparison Tables

- -How are traditionally undersel -
- -How are traditionally underserved students achieving on state assessments compared to their peers over time?
- -How are traditionally underserved students achieving on state assessments in comparison to other schools in their

geographic home district or schools that students might otherwise attend?

Subg	Subgroup Achievement Gap Trends over Time in Math								
<b>CMAS Math</b>		2016	2017	2018	2019	2022			
Student Sub	group	MSS	MSS	MSS	MSS	MSS			
F/R Lunch	Υ	-			709.7	724.9			
171X Editori	N	1	-	- 2	708.1	738.6			
Minority	Υ				705.1	725.8			
Minority	N				n<16	740.0			
IEP	Υ				n<16	701.3			
IEP	N				710.4	740.1			
EL	Υ		1,550		n<16	n<16			
EL	N	-			708.1	733.9			
GT	Υ			12	n<16	n<16			
GI	N				709.0	732.0			
Schoolwide				-	709	732			

Geographic District Gap Trends over Time in Math								
<b>CMAS Math</b>	Š	2016	2017	2018	2019	2022		
Student Sub	group	MSS	MSS	MSS	MSS	MSS		
F/R Lunch	Υ	723.2	721.6	723.5	724.1	717.8		
1714 Edilon	N	742.0	739.6	742.5	743.7	737.2		
Minority	Υ	724.1	721.9	723.8	724.9	719.0		
Minority	N	736.9	735.4	738.4	739.0	734.7		
IEP	Υ	698.3	697.9	699.6	699.7	701.1		
ILF	N	734.4	732.3	734.9	735.2	729.2		
EL	Υ	719.8	717.9	719.1	719.0	712.1		
LL	N	732.4	730.3	732.8	733.5	728.2		
GT	Υ	768.7	769.1	775.6	776.4	769.2		
G1	N	726.4	724.1	725.9	726.6	722.4		
Geographic	District	731	729	731	732	727		

[Data from the Charter School Institute's annual review of Coperni 2 (CARs Report) for the 2021-2022 school year]

### SCHOOL CALENDAR AND STUDENT SCHEDULE

16. **Appendix 2**: Provide a sample student schedule for a typical week.

Please see Appendix 2.

- 17. **Appendix 3**: Provide a sample student schedule for a typical week for a student who is an English Learner. The Department recognizes that not all English Learners are alike and may vary widely in terms of English Language proficiency and development. For the purpose of providing this schedule, create a hypothetical EL student and provide the following information for the hypothetical student: a. Grade level of the ELL student;
  - b. Proficiency determination as defined by the English Language Proficiency Test (Emerging or Progressing only; and
  - c. Any other data or assumptions involved in creating the student schedule.

Please see Appendix 3. Sample 7th grade ELL student schedule is included above. Students are assigned English Language Developers (ELDs) to each ELL student, and students participate in class so as not to miss critical instruction.

The 7th grade sample student schedule above reflects the daily schedule. The only changes include the Art of Thinking class being held twice a week for 90 minutes and Dyad being held twice a week for 90 minutes alternating.

Students receive 90 minutes of core content and electives for 60 minutes each day; Dyad is 90 minutes twice a week, alternating with Art of Thinking for 90 minutes twice a week.

Most notably, in our seven years of operation, ELL and SPED populations have consistently outperformed in terms of academic growth annually across all schools in the network.

18. **Appendix 4**: Provide a sample student schedule for a typical week for a student with exceptionalities. The Department recognizes that not all students with exceptionalities are alike and may vary widely in terms of present level of academic and functional performance (PLAAFP).

For the purpose of providing this schedule, create a hypothetical student and provide the following information about the student:

- a. Grade level of the student;
- b. Student's primary exceptionality (may not use Speech/Language Impairment or Gifted/Talented); c. The weekly services that the student receives, the number of minutes per service, and the setting in which each service is provided; and
- d. Any other data or a sample of 7th-grade students' schedules.

Please see Appendix 4.

A sample of a 7th-grade student's schedule, when assigned SPED services, is included above. If specifically required by the IEP, the student is pulled out in the second half of core content, after the Demonstration of Learning, to receive services. All students participate in class so as not to miss critical instruction.

The 7th grade sample student schedule above reflects the daily schedule. The only changes include the Art of Thinking class being held twice a week for 90 minutes and Dyad being held twice a week for 90 minutes alternating. Students receive 90 minutes of core content and electives for 60 minutes each day; Dyad is 90 minutes twice a week, alternating with Art of Thinking for 90 minutes twice a week.

Most notably, in our seven years of operation, ELL and SPED populations have consistently outperformed and outscored our general education students.

### DIVERSE LEARNERS AND STUDENT SUPPORTS

19. Discuss the school's plans for identifying and successfully serving students with disabilities, English language learners, and students who are academically behind to comply with applicable laws and regulations.

**Special populations**. Third Future has an exceptional student achievement rate with our ELL and SPED students consistently achieving higher academic growth than our general education students. Our first task will be to ensure we do not buy into the "soft bigotry of low expectations." We will reinforce our Core Belief that all students can learn and reach their potential. And our instructional model is designed to accelerate growth, especially for students who are behind academically.

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.

At the same time, we will comply with all IDEA and Louisiana law regulations. We want to work closely 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. Additionally, our Superintendent, Zach Craddock, who has served as a Director of Special Services and expertly supported our other schools in Colorado, Texas and Louisiana, will provide additional expertise concerning meeting the needs of Special Education, ELL, and gifted students.

We will hire licensed special education teachers who can provide the services outlined in the students' IEPs and 504s. EBR.TFS-assigned schools will be staffed to meet all direct service minutes appropriately. All special education teachers will be licensed by Louisiana and hold the special education generalist certification. We will ensure we identify a strong and effective admission, review, and dismissal (ARD) committee to decide on a student's initial eligibility determination and, if appropriate, individualized education program (IEP) and placement.

Full individual and initial evaluations will be conducted according to the TAC, and the school will follow LDEs general education referral and screening system. ELD and Reading Interventionists will also be hired to strengthen our MTSS for students who need even more support in reading and/or language acquisition.

- 20. Describe how your education program will identify and meet the needs of academically advanced students and include:
  - a. How the school will identify advanced and/or gifted and talented students;
    - b. Strategies and programs the school will use within the general education classrooms and

in other settings to accelerate learning; and

c. Specific programs, services, and supports for academically advanced students.

Third Future will use diagnostic and assessment data to identify advanced students. The LSAE personalized, differentiated model of instruction will challenge all students. For students identified as gifted, the LSAE model will also challenge them. Once they have demonstrated proficiency in the daily objective, they will be given accelerated assignments and work independently or in pairs in the team center for the remainder of the period (approximately 40 minutes). This will happen every period every day. Students who demonstrate mastery of the subject will be given an "enrichment" project or assignment tied to their interests.

### **BEHAVIOR MANAGEMENT**

21. Describe the school's approach to student discipline, behavior intervention, and classroom management. Highlight key policies, systems, and structures related to these areas, including

### Student discipline

We know and understand that a safe, inclusive, and accepting school environment is a necessary condition for student success. Students cannot be expected to reach their full potential in an environment where they feel insecure and/or intimidated.

As was mentioned earlier in this application, TFS assigned schools will create a high-performance culture with core beliefs that guide behavior and a shared and inspiring vision that guides key actions and priorities. Our culture will have high expectations for students and staff. A focus on outcomes will be the basis for accountability, responsibility, and high levels of support. Building a positive and inclusive school climate requires a focused effort to develop healthy and respectful relationships throughout the school and surrounding community.

High-performance cultures have high expectations for all children. They believe that all children can learn, and they act upon that belief. Just as a child's health is not solely

dependent on the nearest hospital or the quality of the medical staff, a child's education is not the sole responsibility of the school. We believe it takes a village to educate a child and that we are responsible for engaging parents and community stakeholders to support our work.

TFS assigned schools will partner with community organizations to support after-school activities, mentoring and tutoring services, wraparound services, and other resources to help our students succeed. We will partner with parents to develop individualized learning plans and help parents monitor their child's progress in meeting clearly defined outcomes.

The TFS student discipline policies are outlined in the required attached documents, 22. TFS Progressive Discipline Policy.

 a. Describe how the school will communicate its approach and related policies to students and families.

We also believe it is our responsibility to actively engage parents and create the conditions by which parents and guardians can access the school, teachers, and information about their students. Habits of Success "report cards" will be given to each student, and students' progress on these characteristics will be discussed at the three parent-teacher conferences.

We will communicate with our limited English-speaking parents in a language they can understand or seek other methods to communicate with them. We have also designed all of Third Future's school hours to support and engage parents with challenging work schedules or limited time or capacity to contribute to their child's education fully.

Discipline policies are also posted on campus and network websites, and hard copies are available for distribution in the main office.

b. Explain interventions and consequences the school will use as alternatives to exclusionary discipline;

TFS-assigned schools will each have a Parent's Handbook, including the Code of Conduct policy focused on progressive discipline. Progressive discipline is an approach that promotes positive student behavior through "teachable moments" and uses incremental interventions, whenever possible, to teach prosocial behavior. It has several important elements, including

- Engaging parents,
- Helping students learn from their mistakes,
- Offering guidance and support interventions,
- Students taking responsibility for their actions (habits of success), and
- Providing a range of disciplinary responses.

Progressive discipline seeks concurrent accountability and behavioral change. The goal is prevention of a recurrence of negative behavior by helping students learn from their mistakes. Types of guidance and support interventions could mean peer mediation, mentoring, conflict resolution, behavioral contracts, referral to pupil services, referral to a community-based organization, and intervention by counseling staff, to name a few.

Progressive discipline also provides a tiered system of disciplinary responses. Those responses include many important considerations such as age and maturity of students; prior disciplinary record; nature, severity, and scope of behavior; circumstances/context of infraction; student's IEP and/or accommodation plan, if applicable.

While we believe our engaging instructional model and Dyad program will reduce the number of discipline issues because students will be more engaged in their learning, we are under no illusion that discipline issues will not arise. Third Future envisions a multi-faceted approach to discipline, using habits of success and character education intertwined with a progressive discipline process.

The school leadership teams have considerable experience in using habits of success. TFS assigned schools will use the following characteristics of success:

- Be at school and on time
- Respect others
- Take responsibility for your actions
- Persevere
- Strive for accuracy
- Do your best work
- Engage positively

Every Friday, students will engage in discussions and scenario studies of the various habits of success. They will receive "habits of success" tickets when they are observed exhibiting such behavior. These tickets can be redeemed for rewards and special privileges. We will recognize students publicly and at assemblies.

Third Future's approach to making our school safe involves:

- Establishing clear and high behavioral expectations for conduct and behavior,
- Promoting positive student behavior,
- Preventing inappropriate behavior (habits of success),
- Ensure consistency and equitable treatment for all students,
- Providing early and ongoing interventions, and
- Practicing progressive discipline by addressing inappropriate behavior with appropriate consequences.

Throughout our progressive discipline process, student needs and rights are prominent. We will provide the necessary interventions and support to address root causes and help the student remediate his behavior.

There are, of course, some behaviors that require immediate disciplinary action and will not be tolerated. They include but are not limited to the following: threats to student/school employees, use of or distributing controlled substances on school property, tampering with fire safety equipment, bomb threats, and possession of dangerous weapons. While the progressive discipline approach is not unique, it will allow flexibility in meeting the statutory requirements for student discipline.

In the end, students with numerous disciplinary infractions must change their behavior. Once other interventions have been used and a student is coached in progressive ways, we expect that the student's behavior and actions will change. If not, disciplinary consequences will increase (along with communications with parents). These consequences include referral, Zooming in from the Team's Center, out-of-school suspension, and, in rare cases, expulsion for extremely unsafe or dangerous behavior.

c. Explain how the school will protect the rights of students with exceptionalities in disciplinary actions and proceedings; and

All students are entitled to and will receive due process of the law.

d. The system the school will use to monitor the suspension and expulsion and the approach that will be taken if data suggests disproportionate or over-identification of any sub group; and

Discipline referrals and interventions will be tracked using the District's student information system, which we will adopt such as J-Campus currently being used at Prescott Academy. If the District prefers a separate system, we will use what the District requires; however, if we are allowed to self-select, most likely use Infinite Campus or PowerSchool. It will help us keep track of discipline data and also help TFS most likely analyze trends or concerns with groups of students, which will allow us to improve how we support students to grow and maintain a positive school climate.

e. The supervision plan for the alternate setting of suspended/expelled students.

Third Future makes every effort to ensure students receive an exceptional educational experience while maintaining classrooms conducive to learning and not taking away from other students' learning. Students and teachers are respected, and issues are addressed immediately.

In cases where students are removed from the classroom, constant supervision is provided by learning coaches, the counselor, or campus administration. Students log back into the classroom remotely while learning is still taking place via Zoom, allowing the teacher to engage the student for comprehension of content and another layer of ancillary supervision support. Teachers never provide such ancillary support by themselves.

The ultimate goal is for all students to succeed in their classrooms where learning occurs. Should behavioral issues arise, school administrators will spend time discussing the issue with the student in the team's center.

All classrooms have Zoom capabilities, allowing students to log back in and engage with learning. We have found this practice to be an effective incentive for students to not disrupt the classroom, and since implementing this policy, we have seen a direct correlation in reducing behavioral issues.

22. Provide a draft School Model Master Plan (in accordance with RS 17:252)

**Appendix 5**: Provide the school's draft code of conduct, specifically highlighting the discipline policy. Please see Appendix 5.

#### PARENT AND COMMUNITY ENGAGEMENT

- 23. How will the school engage parents/guardians and the community once it's open, including
- a. How will the school build strong family-school partnerships to engage parents/guardians throughout the life of the charter; and
- b. Formalized mechanisms to ensure parents/guardians and the community are involved in decision-making and have opportunities to provide regular feedback to the school leader and charter board.

**Appendix 6**: Provide a draft Grievance Policy.

Please see Appendix 6.

# Parental and Community Engagement

**Targeted parental engagement** All TFS schools using the LSAE and differentiated learning model require every student to have a Student Learning Plan (SLP). The SLP is based on the individual learning profile of the student. Within three weeks before or after the start of school, partnership campuses 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 the school from the very start.

The teachers will communicate with parents when students are not making sufficient progress on their SLP or if the SLP needs to be adjusted.

The school's schedule and calendar will also strengthen the partnership with families. Our flexible morning schedule (we open at 6:30 a.m.and close at 5:00 p.m.) is designed to support parents and caters to their unique work schedule or transportation situation. At the other end of the day, we will encourage parents to "hang out" at the school with their child after school. Any parent may use our computers or the internet after school and before 5:00 p.m. when the school closes.

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 parent and teacher.

Our student habits of success program is another way the school will strengthen the school-family partnership. We will invite selected parents to our monthly celebrations to recognize students who have demonstrated habits of success or strong academic growth. We will also hold an academic awards assembly in January and May of 2025. These assemblies drew large audiences at Prescott in January and sister schools in Texas and in Colorado.

Should the LDOE approve a Type 5 charter application with Third Future Schools, we will engage LDE in writing a management contract that meets the criteria established by Louisiana statute. We will enter into service-level agreements with the State and school systems in the spirit of partnership and doing what is best for the students. We operate with full transparency and encourage multiple visits to any of our campuses by the State or any surrounding district's leadership team and Board members. We will brief the LDOE's oversight team and present information or make ourselves available for questions at any and all BESE and district Board meetings upon request.

We understand, too, that we are entering a partnership with the community. A Parent Advisory Council will meet monthly to provide input and feedback. However, all parents and community members may visit the school and take an escorted tour on any day the school is scheduled to open.

## Parent Volunteers

There is no requirement for parents or families 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. We have established a goal of receiving 500 volunteer hours for the first year. We will establish a baseline in our first year and hope to grow the number of hours over time.

### Role for Parent and Community Volunteers

There are several roles that parents and community volunteers can take up. 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 engage parents better and support the school-parent partnership.

Other roles and activities include:

- After-school monitor
- Parking lot assistant (for drop off and pickups)
- Support in the cafeteria
- Helper for after-school activities
- Classroom helper or monitor
- Field trip helper
- Front office helper
- Event helper
- Assembly coordinator
- Organizer or support for monthly parent meetings
- Translator

# **Gaging Parent Satisfaction**

Ultimately, parents are satisfied if they re-enroll their child in TFS-partnership schools. All assigned campuses will create a performance metric related to parent satisfaction that gauges parent satisfaction. For example,

At least 80% of the students enrolled at Prescott Academy for at least six months in the 2024-2025 school year will re-enroll at Prescott for the 2025-2026 school year.

All schools will also administer an annual parent survey. Two questions in particular will help gauge parent satisfaction.

- 1. At least 85% of the parents taking the survey agree or strongly agree with the direction of the school as measured by the spring climate survey.
- 2. At least 85% of the parents taking the survey agree or strongly agree that the school is providing their child with a good education.

The principal will administer the survey and compile and analyze 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.

**Community engagement strategy** Because some of our families may not have access to computers, we will have to communicate through multiple mediums. One vehicle will be the use of a phone application developed for the school. This will allow parents to access information via their cell phone. We will also use our website and social media – Facebook, X, Instagram, etc. – to provide information about the school and upcoming events.

Third Future Schools uses a community engagement application, Ourco, that allows parents, staff, and community members to provide real-time input on key issues. We use this communications tool at all schools to get even more community involvement.

At registration, we will ask parents the manner in which they would like to receive information and communications. We will use the preferred vehicle to communicate with our parents. Other mediums for communication will be a weekly newsletter, weekly key message email, notes from the Principal, emails, letters sent home with students, and a parent bulletin board in the school.

Third Future Schools regularly communicates with families and community members through Town Hall meetings held virtually and in person. Two "One-Stop-Shop" events are held each year for back to school and in preparation for the Fifth Quarter. These exciting events are well attended and allow families to register, purchase uniforms, meet school leaders and teachers, and learn more about their campus and opportunities to engage with the community.

We will make every effort to have most of our communications written in English and in Spanish as needed. All campuses will also host monthly breakfast meetings with parents to provide information and to listen to parents' thoughts and concerns.

The Dyad program allows for additional community engagement. Community members provide instruction in piano, photography, filmmaking, cycling, health and fitness, yoga, Karate (similar to Kickstart Kids), and many others. Students have an elective every day for an hour, and then they also choose an additional "Dyad elective," which they engage in twice a week for 90 minutes each. Then in addition, students complete a list of requirements, including participation in a team sport, engaging in the performance arts, community service, and travel out of state or country.

**Student and family social service supports** Our system of proactive and responsive student support services includes contracting for counseling services and incorporating tiered student supports, such as small group counseling or external referrals. We will work closely with the LDOE and school systems to ensure the well-being of students and provide any wrap-around services available.

High-performance cultures have high expectations for all children - they believe that all children can learn, and they act upon that belief. Just as the health of a child is not solely dependent on the present hospital or the quality of medical staff, a child's education is not the sole responsibility of the school. We believe it takes a village to educate a child, and that is our responsibility to engage parents and community stakeholders to support our work.

All our schools will partner with community organizations to support after-school activities, mentoring and tutoring services, wraparound services, and other resources to help our 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)
- Ensuring consistency and equitable treatment for all students
- Providing early and ongoing interventions, and
- Practicing progressive discipline by addressing inappropriate behavior with appropriate consequences

# **ACADEMIC GOALS**

24. List and provide a detailed description of the charter school's measurable academic goals aligned to LEAP 2025, ACT, and graduation rate (as applicable), reflecting where the school envisions itself academically for each of the first five years of operation taking into consideration the proposed student population, including

- a. How the proposed school will establish baseline data; and
- b. Plan to establish student performance goals.

Academic goals are established with all schools across the network assessing Beginning of Year, Middle of Year, and End of Year data. Schools utilize NWEA MAP, DIBELS in early grades, and LEAP. iReady is used as a diagnostic tool.

To achieve our academic goals, all students will be assessed in DIBELS (a nationally normed literacy assessment) and the NWEA MAP tests in reading, math, and science. DIBELS is then used to progress monitor our students' growth in literacy frequently:

- Students who are way below grade level: every two weeks
- Students who are below grade level: every three weeks
- Students who are at or above grade level: every six weeks

Our students will also take the DIBELS middle-of-year and end-of-year benchmark assessments.

All students will also take the NWEA MAP middle-of-year and end-of-year assessments. In this way, we can gauge our growth in reading, math, and science.

Most important, however, to monitoring our students' progress in all the content areas are the daily "demonstrations of learning." Our teachers will conduct a demonstration of learning (DOL) daily in each core content area. These DOLs provide the teacher and student with real-time information about the student's proficiency. Teachers then assemble in PLCs every Thursday to assess each student's proficiency and progress for that week. Students are placed in leveled reading or differentiated proficiency groups (LSAE groups) every Friday for remediation or enrichment.

In this way, we can assess student progress continually. Since teachers are observed and coached continuously, school leaders can also analyze the connection between instructional practice and the students' progress. Deficient instruction is remediated, and good instruction is honed. Students who are not making sufficient progress after good first instruction are provided more support, such as time with a reading interventionist or small group math tutoring.

**Academic goals** TFS-partnership schools 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) TFS RSD Type 5 partnership schools will achieve an overall score of over 70 on the 2025-2026 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 2025-2026 school year, TFS RSD partnership students will grow 1.6 times the average U.S. growth in reading as measured by the NWEA MAP assessment and using the mean RIT score for each grade, 2-5.
- 3) In the 2025-2026 school year, 80% of the students in grades K-3 will demonstrate typical or above typical growth in DIBELS at the end of the year.
- 4) In the 2025-2026 school year, TFS RSD partnership 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, 2-5.
- 5) In the 2025-2026 school year, TFS RSD partnership students will grow 1.6 times the average U.S. growth in science as measured by the NWEA MAP assessment and using the mean RIT score for each grade, 3-5.

While academic goals are important, our "Action Plan" goals and metrics are what will enable us to achieve those high academic goals. A few of the key action plan goals are listed below.

- 75% of the scores on spot observations conducted in December by an independent review team will be proficient or higher; that percentage will increase to 90% in May 2026.
- 80% of the teachers will be proficient or higher in the delivery of high-quality instruction as measured by that section in the teacher evaluation rubric. [The Principal and Assistant Principal will evaluate all teachers using our evaluation system.]
- TFS partnership schools will receive a proficient or higher score on the LSAE learning rubric assessed in December 2025 and May 2026. [The Superintendent, Directors of Schools, and the School Leadership Team will each score the school; the final score will be an average of the three scores.]
- By June 2026, 80% of the students in grades 3 through 5 will complete at least 50% of the Dyad requirements.

# SECTION 2: ORGANIZATIONAL PLAN AND CAPACITY

# **Growth Plan**

25. Indicate whether the proposed new school(s) will adopt the same policies and practices as existing schools in the network concerning the topics below. If the proposed new school model will differ from existing schools, highlight the key distinctions from the areas listed below. If specific policies or practices still need to be developed for the new school(s), include a timeline with clear tasks, owners, and deliverables for that topic. (Responses should be no more than 1-3 paragraphs per topic. If the new school will follow the same practice or policy, simply state there will be no change.)

a. Promotion and graduation policy;

Third Future Schools has its own policy and does not allow for social promotion. All students are required to meet attendance requirements no more than 80% or better and 1.5 years of academic growth. If not met, students are required to attend 5th Quarter summer school.

b. Instructional leadership roles;

Third Future has its own instructional leadership roles as existing schools in the network.

c. Teacher and school leader evaluation policies;

Third Future has its own teacher and school leader evaluation system and policies as existing schools in the network.

d. Hiring processes (including qualifications and responsibilities for instructional and administrative staff);

Third Future will follow its own established hiring processes as existing schools in the network.

e. Food services; and

Third Future would like to consider a partnership with the assigned school system on food services if applicable.

## f. Transportation.

Third Future would like to partner with the assigned school system on transportation; however, we are prepared to contract services out if necessary.

26. Describe the number of charter schools the non-profit organization is planning to apply for in Louisiana every year for at least the next five years. Include the communities, the location in which you plan to open those schools, the year in which each school will open, and identify the instructional model and grade band (for any additional application cycles, if applicable).

Third Future Schools seeks approval for a Type 5 charter in Louisiana. Although the schools have yet to be named, Third Future seeks 3-5 new turnaround schools per year beginning in the 2024-25 school year [if possible] or 2025-26 based on LDOE determination. The partnership is designed to turnaround 20-30 schools in Louisiana over the next five years.

The schools will exit AUS 4+ priority status in year one and be prepared to return to full district control in good standing after year three, unless Third Future is asked to stay. Third Future would take into consideration any districts the LDOE RSD assigned to serve PreK-8 schools in Louisiana.

Since March 2023, Third Future has worked to foster relationships to potentially serve AUS 4+ schools in East Baton Rouge Parish, Caddo Parish, Jefferson Parish, Calcasieu Parish, Lafayette, Orleans Parish, Morehouse, and Monroe.

All Third Future campuses grades PreK-8 would utilize the proven LSAE instructional model and Dyad program.

27. How will the proposed school(s) in this application improve the organization's overall ability to serve students in Louisiana?

The proposed school(s) in this application will improve TFS' overall ability to serve students in Louisiana by serving as additional proof points of school turnaround success and closing achievement gap.

Most notably, these school(s) will help students as a direct result of high quality instruction and access to an exceptional educational experience. The TFS RSD assigned schools will foster strong relational partnerships with the districts as well focusing on students and their success.

- 28. Describe the non-profit organization's history, including:
- a.List any current or past litigation, including arbitration proceedings, that has involved the organization. N/A. Third Future Schools has no current or past litigation, including arbitration proceedings.
- b. Discuss the outcomes and/or any demands identified as part of the arbitration or litigation. Cite any instances in which the organization's schools have had their contract terminated, voluntarily closed, or have not been renewed by their authorizer; and N/A. Third Future Schools has no outcomes/and or any demands identified as there has been no arbitration or litigation.
- c. Discuss any non-openings the organization has experienced (i.e., a school received approval but did not successfully open). Describe the circumstances surrounding these
- N/A. Third Future has not experienced any non-openings since the Network's inception in 2016.

**Note**: Based on the severity of issues, deficiencies, or litigation, additional information may be requested and reviewed as part of this application and included in the school's final evaluation. Failure to disclose requested information shall result in immediate disqualification from the application process.

# Staffing

29. How many new employees (teachers, operational and financial staff, and other key school support staff) will the organization hire each year of growth if approved to open the proposed school(s)?

# Staff plans, hiring, management, and evaluation

Although the RSD Type 5 schools have not been assigned, below is a sample staffing plan for a school with 500 students. This staffing and compensation model would be replicated at each school with 500 students. This includes teachers, operations, financial staff, and other key school support positions and compensation. For budgeting purposes, TFS minimum allowable student enrollment is 450.

Staffing roles remain consistent should enrollment increase or decrease; however, staffing cuts would be made to accommodate the budget. Third Future Schools does not use the antiquated salary schedule based on years of service. We use a "hospital model" for our compensation plan.

Teacher 2024-2025 Base Salaries (revised 6 Oct 23)					
		Louis	iana		
Position	No.	Salary Range		Minimum for High Performers	Estimated Salary Costs
		Minimum	Maximum	with 3yrs of Exp.	
PreK	1	\$53,000	\$78,000	\$58,000	\$58,000
PreK assistant	1	\$38,000	\$63,000	\$43,000	\$43,000
Kindergarten	2	\$66,000	\$91,000	\$71,000	\$142,000
1st Grade	2	\$66,000	\$91,000	\$71,000	\$142,000
2nd Grade ELA  2nd Grade Science of Reading	1 1	\$73,000 \$73,000	\$98,000 \$98,000	\$78,000 \$78,000	\$78,000 \$78,000

2nd Grade Math	1	\$68,000	\$93,000	\$73,000	\$73,000
2nd Grade Science	1	\$68,000	\$93,000	\$73,000	\$73,000
3rd Grade ELA	1	\$83,000	\$108,000	\$88,000	\$88,000
3rd Grade Science Reading	1	\$83,000	\$108,000	\$88,000	\$88,000
3rd Grade Math	1	\$75,000	\$100,000	\$80,000	\$80,000
3rd/4th Grade Science	1	\$75,000	\$100,000	\$80,000	\$80,000
3rd/4th Grade Art of	1	\$83,000	\$108,000	\$88,000	\$88,000
Thinking 3rd/4th Grade Social Studies	1	\$73,000	\$98,000	\$78,000	\$78,000
4th Grade ELA	1	\$80,000	\$105,000	\$85,000	\$85,000
4th Grade Science of Reading	1	\$80,000	\$105,000	\$85,000	\$0
4th Grade Math	1	\$75,000	\$100,000	\$80,000	\$80,000
5th Grade ELA	1	\$80,000	\$105,000	\$85,000	\$85,000
5th/7th Grade Science of Reading	1	\$80,000	\$105,000	\$85,000	\$0
5th Grade Math	1	\$75,000	\$100,000	\$80,000	\$80,000
5th/6th Grade Science	1	\$75,000	\$100,000	\$80,000	\$80,000
5th/6th Grade Art of Thinking	1	\$80,000	\$105,000	\$85,000	\$85,000
5th/6th Grade Social Studies	1	\$73,000	\$98,000	\$78,000	\$78,000
6th Grade ELA	1	\$88,000	\$113,000	\$93,000	\$93,000
6th/8th Grade Science of Reading	1	\$88,000	\$113,000	\$93,000	\$0
6th Grade Math	1	\$83,000	\$108,000	\$88,000	\$88,000
7th Grade ELA	1	\$86,000	\$111,000	\$91,000	\$91,000
7th Grade Math	1	\$83,000	\$108,000	\$88,000	\$88,000
7th/8th Grade Science	1	\$83,000	\$108,000	\$88,000	\$88,000
7th/8th Grade Art of Thinking	1	\$86,000	\$111,000	\$91,000	\$91,000

7th/8th Grade Social Studies	1	\$76,000	\$101,000	\$81,000	\$81,000
8th Grade ELA	1	\$86,000	\$111,000	\$91,000	\$91,000
8th Grade Math	1	\$83,000	\$108,000	\$88,000	\$88,000

Elective classes	4	\$63,000	\$88,000	\$68,000	\$272,000
Learning Coach	8	\$53,000	\$78,000	\$58,000	\$464,000
Teacher Apprentice	5	\$68,000	\$93,000	\$73,000	\$365,000
	56				\$3,584,000
Special Education	2	\$75,000	\$100,000	\$80,000	\$160,000
Special Education Support	1	\$50,000	\$75,000	\$55,000	\$55,000
					\$215,000
Principal	1	\$140,000			\$140,000
Asst. Principal	3	\$90,000			\$270,000
Dean of Students	1	\$90,000			\$90,000
Counselor	1	\$80,000			\$80,000
Nurse	1	\$65,000			\$65,000
Office Manager	1	\$55,000			\$55,000
Asst. Office Manager	1	\$45,000			\$45,000
Cafeteria manager	1	\$35,000			\$35,000
Copy clerk	1	\$35,000			\$35,000
	14				\$815,000
	70				\$4,614,000

Discuss the organization's current capacity to meet these demands. Consider previous hiring patterns, current retention rates, and human resources capacity at the non-profit organization level.

# Staff plans, hiring, management, and evaluation

Sample staffing plan from our Type 5 school, Prescott Academy is included above with teachers, operations, financial staff, and other key school support positions and compensation.

Central Office and School Staffing Structure Our network (central office) staff has always been very lean. With securing multiple opportunities to begin operations in five additional schools for the 2023-2024 school year, we realized the need to expand quickly. The organizational chart in Appendix 7 details the positions we put in place on June 1, 2023 that are working effectively and efficiently.

TFS will use "the Unit" concept to provide most of the back office support for every 10 schools. We will also employ a "stand-up team" for every two or three schools (depending on the schools' proximity to one another) to ensure the respective schools are outfitted and logistically prepared to start school. Additionally, a Teacher and Principal Corps will help us build a pipeline of effective teachers and strong leaders to help with future expansion.

For expansion purposes, TFS also has an established "Unit" assigned to Louisiana and Southeast Texas. Each "Unit" serves ten turnaround partnership schools in the areas of buildings set up to be deemed "Third Future Ready," classrooms set up with technology, obtaining health and safety permits for operations, being 100% fully staffed with teachers at all times, and compliance reporting once the school opens.

Examples of Prescott Academy's sister schools in the Louisiana/Southeast Texas region include TFS turnaround partnership schools in Beaumont ISD and Austin ISD. In partnership with Beaumont ISD, TFS serves three turnaround campuses comprising 1500 students in a five-mile radius: Smith MS, Fehl-Price ES, and Jones-Clark ES.

We also have a turnaround partnership with Austin ISD serving Mendez Middle School. Our West Texas partnership schools in Midland ISD expanded this year, adding Lamar ES for two in-district turnaround partnership campuses, including Sam Houston Elementary School. At the same time, Ector County ISD needed turnaround support for Ector College Prep MS for their 1431 students. Third Future moved Ector College Prep from being rated F/58 and ranked last place of seven middle schools to second place and a B/86 state accountability ranking in 2022.

Many large CMOs have wrestled with the problem of scale with varying degrees of success. Almost all have seen a degradation of outcomes due to trying to grow too quickly or becoming too large an organization. Third Future solved this problem by implementing the Unit concept.

The Unit concept keeps the bureaucracy small and the accountability for real-time support high. The Unit is led by a **Deputy Chief of Instruction and Operations**, who is directly responsible for meeting the annual goals and outcomes for the schools supported by the Unit. The Deputy Chief is also fully committed to the Unit and the schools in the Unit. They have no other commitments or responsibilities.

Each Unit also has a **Senior Director** who coordinates the work of the Unit staff and can draw on the resources and guidance from the Network's central office. The Senior Director works directly for the Deputy Chief. The Senior Director and the other eight people in the Unit have no other commitments except for the success of the ten schools assigned to that Unit. Each Unit has three **Directors of Instruction**, one director for every three schools because the main focus is instructional. Other positions are identified in Appendix 7.

The Deputy Chief of Instruction and Operations oversees the two or three stand-up teams and Unit 1 for the 2025-2026 school year. In future years, a Deputy Chief will oversee three stand-up teams and two units.

The Unit will need one stand-up team for every three schools. Each team comprises three people. These teams ensure the schools are outfitted and logistically prepared to start school. They then support implementing processes and procedures during the first eight months of school. Stand-up teams start working on the next set of schools after spring break. Thus, a team supports a new school for eight months, and then that school must carry on with only the support of the Unit. Thus, the cost of the stand-up team ends during the first year of operation for any one school.

Third Future Schools has a rigorous recruitment process for school leaders and teachers. The key part of the strategy is a performance interview. In the interview, school leaders have to observe instruction in several classrooms and let the interviewer know what feedback and coaching they would have provided to the teacher to improve the quality of instruction. Teacher interviews include a 20-minute section where they teach actual students and are observed by Third Future Schools instructional leaders.

Once a contract is approved, the Principal (ideally the Principal currently running the school), the Superintendent, and the Directors will begin recruiting the 2025-2026 staff. First, they will conduct interviews with any current staff members who would like to be part of the new school. After that, we will conduct interviews with applicants whose resumes have been screened and who have passed an initial phone interview. We will conduct interviews during the months of April and May. We will take into account the fact that staff has already been in place, and we will work on keeping proficient staff members who are already in place.

We will advertise on the school's website, billboards, and local radio. We believe we will substantially increase the number of applicants by advertising our compensation plan, which provides very competitive salaries (see the compensation plan on the next page).

Once hired, teachers receive considerable professional development. We start with nine teacher orientation days before the start of school. This time is needed to train staff in our unique instructional model and high-performance culture. We have an additional eight professional days during the school year. Most importantly, teachers receive daily on-the-job coaching and feedback. Every teacher's instruction is observed by an administrator every day. In this way, administrators can provide immediate feedback and, more importantly, target support to help teachers grow and succeed. Additionally, teachers attend a professional learning community (PLC) every Thursday after school.

We also spend a lot of time and energy developing a high-performance culture and teacher leadership. During the interview process, we assess a teacher's understanding of and willingness to be part of a high-performance culture. Teachers understand that they will receive a lot of support and high expectations.

While we believe our retention rate will be over 85%, we also recruit strong "learning coaches" and "teacher apprentices" who make up a quality pipeline for future teachers. Teachers in our schools want to stay because we make good teachers into great ones.

Utilizing our "Unit" concept that serves ten schools versus a bloated network-level central office, Third Future has ample Human Resources (HR) capacity. As we continue to serve more regions, we add Units that serve as a Central Office providing HR to 5-10 schools, Operations, and Instructional support.

Our unique staffing model is a key differentiator. As the nation continues to experience a teacher shortage, the problem we are trying to solve is not just convincing more people to join the teacher workforce or increasing the retention rate. The real question is how to change the employee value proposition to employ teachers willing and able to get the achievement and performance outcomes *students need*.

One overarching theme for us is to differentiate the "teacher" responsibilities, isolating the core and most valuable classroom teacher skills and shifting less complex tasks to other employees. Thus, the teacher will deliver instruction that maximizes student engagement, time on task, and student learning. Other staff members will copy assignments and classroom materials, grade papers, keep the classroom supplied, and handle disciplinary issues. Soon, Third Future teacher "duties" will also be a thing of the past. [Currently, our teachers have either before-school or after-school duty just four days a month because our schools open at 6:30 AM - 5:00 PM for our working families].

To take into account the changing nature of the teaching workforce and ensure adequate staffing to continue performing at high levels after COVID, other key differentiators were successfully implemented, in addition to the unique instructional model, Dyad program, and budgeting.

#### 1. Differentiate compensation.

Staffing is inextricably linked to compensation. If we are going to staff schools and get achievement and performance outcomes adequately, then we have to raise salaries significantly. But just raising salaries indiscriminately, without taking into account workforce changes or the need to raise student achievement, is unwise and ineffective.

Additionally, no organization can maximize its effectiveness if what it values is disconnected from how it compensates its employees. Consider, then, differentiating salaries and incentives based on the employee's skills, ability to achieve outcomes, and the quality of their instruction. At Third Future Schools, we use a combination of the "hospital model" for base salaries and incentives for annual outcomes. That means our base salaries are differentiated by position.

For example, our third- and sixth-grade reading positions have the highest salary range, beginning at \$7,000 higher than social studies. Fourth-grade Art of Thinking teachers make at least \$4,000 more than our fourth-grade math teachers. Teachers also receive different incentives based on achievement outcomes and a rigorous assessment of their quality of instruction.

Our average teacher salary is at least \$10,000 above the average teacher salary in the surrounding districts, allowing us to attract and retain teachers. These teachers may not be "veterans," but they are getting achievement outcomes. Average teacher salary at Prescott Academy in East Baton Rouge is \$83,000.

# 2. Hire specialists in lesson planning.

While this is not a new idea in the profession, it is time to be purposeful about finding ways to help teachers with work-life balance, narrow the set of skills that are required for a teacher to achieve, and capitalize on teachers who are great at planning, but not as much on implementation.

Here's how we're doing this. Third Future Schools, a network of 11 schools in Colorado, Texas, Louisiana, and Tennessee, employs approximately 600 teachers. Our teachers work hard, and our instructional model (called LSAE) requires even more time to develop daily lessons. This generation's penchant for finding a better work-life balance will make it harder for Third Future Schools to retain high-quality teachers if we do not relieve teachers of some of the work that occurs after school hours. Thus, the Network has hired twelve curriculum developers (LCDs) to create LSAE lesson plans and assignments in ELA and Math that teachers can use throughout the Network.

LCDs will be paid approximately \$50,000 annually and can work from home. In some cases, if they develop the lessons for two grade levels, they may receive \$75,000. LCDs must be experienced in the TFS LSAE model and have demonstrated substantial achievement results. They are required to spend at least eight hours a week in a TFS school. This is a two-year position and can be done from home. Each school shares in the expense on a per-pupil basis.

In some cases, LCDs may teach a class for two periods (90 minutes each) and still develop the LSAE lessons for a grade-level course. In these cases, the LCD will earn approximately \$75,000 annually.

#### 3. Replace elective teachers with community consultants.

At Third Future Schools, students attend a one-hour elective class every day and twice a week for 90 minutes each time they also attend classes to broaden their experiences, such as karate, piano, photography, filmmaking, graphic design, dance, cycling, fitness, and others. We call these courses "Dyad classes."

In order to afford this, we hire consultants from the community to teach the Dyad classes. We pay them \$30 an hour as a Dyad consultant (on a 1099). We have had great results using these members of the community – students have fun and are taught by experts in the specific field or course, and we forge closer relationships with the community. These Dyad classes have been so successful we are slowly replacing the traditional elective teachers with Dyad consultants as the elective teachers retire or are not invited back.

Equally important, we achieve the same (or better) outcomes and experiences for students at a much-reduced cost (most districts spend twelve percent of their operating budgets on electives). Then we put the savings into higher teacher salaries.

## 4. Hire additional Apprentice Teachers.

Post-pandemic, we anticipate a few mid-year resignations as a "normal" phenomenon. Third Future has, and all schools should consider hiring more "Apprentice Teachers" who can support teachers or simply work with another core content teacher to grow as an effective teacher.

At TFS, apprentice teachers are hired to become teachers in Math, ELA, Science, or Art of Thinking. Their salary starts at approximately \$60,000. They should not have more than three years of experience. They are guaranteed at least one-quarter of apprenticeship. After that, they are expected to assume the prominent teacher role once a relevant full-time position opens.

According to the TFS compensation plan, their salary will be adjusted at that time to that of a regular teacher. However, TFS may determine that the Apprentice Teacher is not ready and keep them in their apprenticeship.

### 5. Create the Learning Coach position.

At TFS, we ensure students experience 185 days of high-quality instruction. Recognizing the continued difficulty in finding substitutes who can deliver effective instruction, we have a proven alternative. Indeed, TFS stopped trying to find high-quality substitutes years ago.

We also stopped hiring "paraeducators," who are generally low-skilled and cannot help raise student achievement. Instead, we hire "learning coaches" who have Bachelor's degrees and must be proficient at working with small groups of students and monitoring study centers (in line with our instructional model) and can actively substitute for an absent teacher.

As a result, we have never had to take a teacher's planning period away or combine classes because of a vacancy or teacher absence. Learning coaches earn an average of \$53,000.

30. Provide a narrative explaining the organization's lines of reporting and accountability, the rationale of how this structure supports the proposed school model, continues to support existing schools, and the roles of any management or partner organizations.

Central Office Structure Our network (central office) staff has always been very lean. TFS has consistently been able to power through because we have only opened one school a year. With securing multiple opportunities to begin operations in five additional schools for the 2023-2024 school year, we realized the need to expand quickly. The organizational chart in this section details the positions we put in place on June 1, 2023, that are working effectively and efficiently.

TFS will use "the Unit" concept to provide most of the back office support for every 10 schools. We will also employ a "stand-up team" for every two or three schools (depending on the schools' proximity to one another) to ensure the respective schools are outfitted and logistically prepared to start school. Additionally, a Teacher and Principal Corps will help us build a pipeline of effective teachers and strong leaders to help with future expansion.

A number of large CMOs have wrestled with the problem of scale with varying degrees of success. Almost all have seen a degradation of outcomes due to trying to grow too quickly or becoming too large an organization. Third Future solved this problem by implementing the Unit concept.

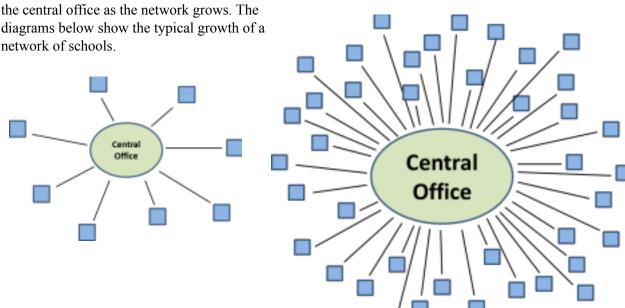
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The Deputy Chief of Instruction and Operations oversees the two or three stand-up teams and Unit 1 for the 2024-2025 school year. In future years, a Deputy Chief will oversee three stand up teams and two units.

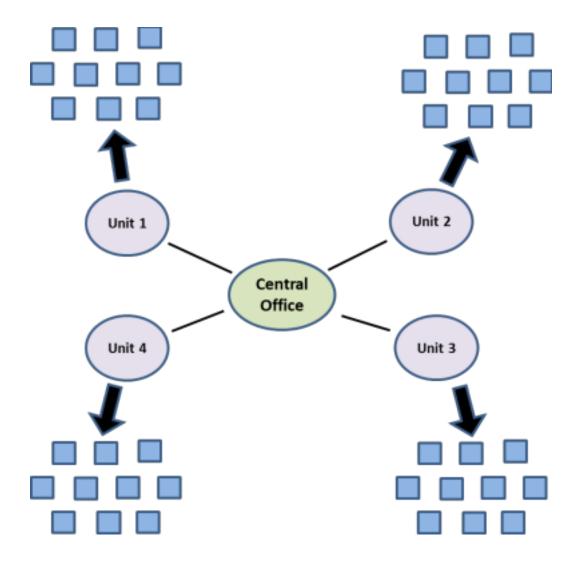
The Unit will need one stand-up team for every three schools. And each team comprises three people. We anticipated operating at least 8-10 new schools in the 2025-2026 school year, thus, we hired two stand-up teams for a total of six people. These teams ensure the schools are outfitted and logistically prepared to start school. They then support the implementation of processes and procedures during the first eight months of school. Stand-up teams start working on the next set of schools after spring break. Thus, a team supports a new school for eight months, and then that school must carry on with only the support of the Unit. Thus, the stand-up team cost ends during the first year of operation for any one school.

With most structural problems in public education, few have tried doing anything fundamentally different regarding supporting schools. The primary model seems to be keeping the central office functions the same and in one main location and then adding many new positions and people to



Notice how the central office grows considerably in order to manage and support the increase in the number of schools and its expansion efforts. More important, the complexity of scaling up over different cities and states, and the need to attend to local nuances and compliance requirements make the typical "large-central-office" model inherently inefficient and bureaucratic.

Perhaps the best alternative model is the one used and perfected by military organizations worldwide: the unit model. In the unit model, smaller sections of the organization are identical and are resourced the same. These smaller sections are then combined into larger and larger units. At some point, the unit is large enough to have its own support system to act fairly independently, thus eliminating the need for a large bureaucratic support system and enabling the unit to meet its goals more effectively.



In the unit model, the Central Office still exists, but the key responsibility of Central Office staff is to support the unit personnel, help coordinate support to the various units and schools, and to work on broader expansion efforts.

Central Office instructional leaders also ensure that the TFS model is implemented with fidelity in all of the schools and that all schools develop a high-performance culture. A key distinction is that they must work through and with the leaders of the Units.

31. **Appendix 7**: Provide organizational charts for the first and fifth year of operation clearly showing the reporting structures between the CEO, school leader(s), charter board, and all staff including instructional, operational, and financial staff. If the charter board intends to contract or partner with an entity for management or educational service providers, the organizational charts should also reflect that relationship. **Please see Appendix 7**.

# SCHOOL LEADERSHIP TEAM

All responses in this section must speak specifically to the proposed school leadership team, including instructional, operational, and financial leadership. Specifically, this should be the senior most individuals of the team in each of these areas. For experienced operators, an identified school leader is not required. If senior leadership roles have not yet been filled, provide a copy of the job description outlining the role and required experience.

32. **Appendix 8**: Provide the resume for every member of the proposed school leadership team. Provide a table for each member that includes their name, proposed role, expertise, and bullet-point rationale.

Please see Appendix 8.

# **Professional Development**

33. Describe the manner in which teachers, leaders, and other school employees will be supported through coaching and feedback systems, including how they will be evaluated.

**Professional Development.** A high-performance culture requires continuous support and professional development. Thus, our approach to professional development is based on a "coaching" model whereby staff members receive real-time and on-the-job feedback daily. We focus on "Third Future Ready Characteristics" which are specific instructional practices and strategies that

define high-quality teaching. They are also tied to the teachers' evaluation. Administrators provide differentiated support for teachers in order to help each one improve.

Apart from on-the-job coaching 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, Director of Instruction, and the Principal will conduct the training during the nine PD days prior to the start of school.

Professional development is more effective because most topics are tied to the spot observations and the teacher evaluation system, 40 percent of which is connected to the quality of instruction. All of the training is relevant, and teachers are held accountable for purposeful implementation. Administrators are similarly coached.

A member of the Network leadership team – Deputy Chief of Instruction, Director of Schools, or the Superintendent (and all of whom are experts at instruction and the TFS model) – will be in all TFS RSD assigned turnaround partnership schools almost daily. They will provide on-the-job coaching to the Principal and Assistant Principals.

The Superintendent or Deputy Chief of Instruction will provide scheduled, four-hour professional development to administrators every month. Similar to the teachers, administrators have a rigorous evaluation system that is also tied to compensation.

Each principal and assistant principal "coaches" instruction and provides effective feedback daily for two hours (at least) each day. School leaders each complete two "spot observations" (10-to-15-minute observations) and provide written feedback on our spot observation form. In this way, the school leadership team and the Network leaders are able to monitor the improvement of instruction and assist teachers or groups of teachers with specific skills or practices.

Coaching happens in real time similar to the football field or basketball court. We do not wait to provide semester, quarterly, or annual performance evaluations to provide feedback. Our teachers expect and want to receive feedback to hone their craft and improve student performance outcomes. This practice is a key component of our Network and what allows us to get results for students.

#### **Teacher Evaluation**

Beyond the daily on-the-job and real-time coaching, teachers receive at least one formal spot observation each month and a summative evaluation at the end of the year. We will also implement Third Future Schools' rigorous evaluation system that provides substantial incentives for meeting achievement and performance metrics. Teachers who score "Unsatisfactory" will not be invited back the following year. Teachers who score "Progressing 1" may be invited back if they show promise of improving the quality of their instruction.

#### **Corrective Actions**

In some cases, though, 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 Instruction 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, the 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.

## **TFS-Ready Characteristics**

- You are prepared and have your lesson objective and DOL up before the start of each class.
- Your objectives and DOLs are aligned with the curriculum calendars and they meet the criteria of effective objectives and DOLs.
  - You differentiate activities into four levels every class period, every day!
- You administer your DOL and get students into their LSAE groups within 10 minutes start to finish.
- You push out in time (between 40 and 50 minutes after the start of class).
- Your students are reading, writing, computing, or thinking 95% of the time.
- You don't waste time transitions are smooth; you have breakout rooms ready to go, etc.
- You teach bell to bell.
- You are a teacher who is confident and effective!

- You manage the classroom well, ensuring students follow the three rules of the school.
- You teach grade-level content to every student every day.
- You push rigor and relevance.
- You use a lot of visuals.
- You use a timer.
- You know where your students are academically and social-emotionally.
- You collaborate with your colleagues.
- You think about what it means to be in a high-performance culture and act in ways to strengthen it.

### For classes with remote learners:

- Students conduct a "table talk" or breakout room at least twice during a 45-minute period.
- Students are allowed to see and speak with one another in the breakout rooms.
- Breakout room time for table talk is between 2 and 5 minutes long.
- Students complete a quick response card at least three times in a 45-minute period.
- Students mute themselves when the teacher is presenting.
- Remote learners keep their videos turned on.
- A student who is answering a question or making a solicited comment turns on her mic.

# **Charter Board Governance**

34. Provide the board member roster including each person's role, a brief description of major responsibilities, and their expertise area (academics, finances, legal issues, management and operations, and/or community relations).

Name	Board Role	Profession	Area of Focus
The Honorable Michael L. Williams	Director - Interim President	Former Texas Commissioner of Education and Former Texas Railroad Commissioner	Legal issues, policy, strategy
Kara Maggorie	Director - Interim Vice-president	NSLA, President	Academics, charter policy and strategy
Baranyia Robilard	Director	Exxon, VP External Relations	Operations and community relations
Nelsene Peters	Director	Exxon, Director of Governmental Relations	Operations and community relations
Ashley Bennett	Director	Realtor	Community relations
TBD (seeking finance)			
TBD (seeking North LA representation)			

35. **Appendix 9**: Provide the resume for every member of the charter board.

Please see Appendix 9.

36. Identify any existing relationships that could pose actual or perceived conflicts if the application is approved. Discuss specific steps that the board will take to avoid any actual conflicts and to mitigate perceived conflicts in accordance with the Louisiana Board of Ethics' Ethics Code. If partnering with an ESP, specify how the board will identify any perceived conflicts of interest between the board and the proposed ESP or affiliated business entity and the steps the board will take to mitigate the perceived conflict. Disclose and explain any existing or perceived conflicts of interest between the board and the proposed ESP or affiliated business entity.

There are no conflicts of interest between TFS-LA board members pertaining to the Louisiana Board of Ethics' Code.

37. Describe the process to effectively demonstrate that board members understand that a charter board is a governing board. Name the safeguards that will be in place to prevent the charter board from being too involved in the day-to-day management operations. Describe the governance structure and duties of the charter board. Describe any committees, advisory bodies, or councils and their roles and responsibilities. Explain how the proposed structure will ensure accessibility to staff, community, and families.

TFS-LA leadership and stakeholders adhere to due diligence when vetting all potential board members to serve on our national or subsidiary boards. Board members have a thorough understanding of roles and responsibilities of joining the TFS Board of Directors following Louisiana statute. Board members understand their responsibilities to focus on student achievement and proficiency results to meet and exceed performance metrics and this is not a perfunctory position.

Board members join with a desire to not be involved with the day to day and operations of the school. Should there be any issues, the Board president and vice-president would rectify the situation. Board members are posted on the TFS website and are accessible to staff, community, and families. Board meetings are held monthly eight times a year and public comments are taken prior to the meeting and shared at the board meetings. The public is always welcome to attend.

38.List and provide a detailed description of the charter school's measurable organizational and financial goals for each of the first five years of operation

Please see Appendix 11 (5-year budget) reflects a campus with 500 students.

39. Explain how the board will monitor the academic, organizational, and financial goals stated within the application, including actions that will be employed if the school is trending toward not meeting goals.

The Board will monitor academic and organizational performance goals in three main ways:

- 1) The Superintendent, Deputy Chief, 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.
- 4) By practice, the TFS-LA 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.

The Board will monitor **Financial Goals** as the CFO will complete annual financial and compliance reports and submit them to the LDOE RSD. The CFO is also responsible for any ad hoc reporting requirements. The TFS-LA Board of Directors will continue to employ a Certified Public Accounting firm to conduct an independent financial audit of the financial records and the annual financial and compliance report. The Board may accept the recommendation of the CFO or select another accounting firm to conduct the annual audit. The annual audit will be published on the School's website.

The CFO will also work with the Principals, the Superintendent, and the Board to monitor and ensure all leaders in the organization who have access to funds follow best practices of internal financial controls. The TFS-LA Board has adopted strong financial policies and procedures and will post them on the TFS-assigned schools' website to comply with financial transparency requirements.

The CFO will produce monthly financial statements that the Board will review. The TFS-LA Board of Directors is ultimately responsible and accountable for the financial oversight and success of the school. The TFS-LA Board will ensure financial policies and procedures are up to date. The TFS-LA Board will review financial statements no less than quarterly. The TFS-LA Board will work with the Superintendent and school leadership teams to approve the budget annually and approve budget revisions as necessary. The TFS-LA Board will conduct all its meetings in public and abide by open meeting regulations.

The Board will also adopt appropriate policies and procedures to ensure the resources are allocated and expensed to enable the school to achieve expected outcomes. The Superintendent and Principal will stay on top of expenditures to ensure the School does not go over budget.

- 40. Provide an explanation of how the board will evaluate the school leader/Superintendent, monitor progress toward renewal standards, and actions that will be employed if the school is trending towards not meeting renewal standards, including
  - a. The information the board will collect:
  - b. The specific measures and metrics to be used; and
  - c. The timeline and frequency of evaluation.

The TFS-LA board will evaluate the Superintendent and school leader. Specific measures will be student achievement, leadership, and culture.

Specific measures include student achievement data and culture surveys for staff and parents. Evaluations occur annually and surveys are distributed twice a year.

- 41. Describe the existing or proposed policies and procedures that the school and board will use for financial planning, accounting, purchasing, and payroll. Explain how these plans will sustain the financial health of the organization and ensure legal compliance with any requirements (including audits) and restrictions for the use of public funds, including
  - a. Identify how the board will monitor the school's financial position; and
  - b. Describe what financial controls the organization will have in place at the central and school level to ensure long-term financial viability.

Network leadership creates the annual budget based on input from campuses, identified needs, student enrollment, statutory requirements and available funding sources. The TFS-LA Board of Directors reviews and approves.

Third Future Schools - LA 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.

- 42. Specify how frequently the board plans to meet. Describe the procedures that will be in place to ensure compliance with the Open Meetings Laws and Open Records Act.
- TFS-LA legal counsel and Superintendent ensure compliance with the Open Meetings and Open Records
- Act. 43. Appendix 10: Provide the proposed charter board's governing bylaws.

Please see Appendix 10.

# **SECTION 3: FINANCIAL PLAN AND CAPACITY**

## OPERATIONAL MANAGEMENT AND LEADERSHIP

44. Describe how the school will manage its non-academic services once it opens and who will be responsible for overseeing which operational aspects of the school, including transportation, food services, facilities, purchasing processes, student records, and school safety. State specifically how transportation will be designed to meet the needs of the special population subgroup (economically disadvantaged students and students with disabilities). You may use a table if applicable.

Please see Attachment 3.

# STUDENT ENROLLMENT AND RECRUITMENT

45. Describe the strategy to recruit and enroll the intended student population in accordance with Bulletin 126 §2705, including:

a. Process, timeline, and requirements for parents and students to apply;

Please see Attachment 1.

b. Identify potential barriers to access to the school and explain how the school mitigates the barriers;

Transportation is provided for students and SPED and ELL services are provided for all qualifying students. Town hall meetings are held for families to ensure we are meeting the needs and removing any possible barriers that could exist.

c. Methods by which the school will guarantee the equity of access for all students;

All TFS schools are open enrollment schools. Enrollment is available to all students without regard to race, creed, color, sex, national origin, religion, sexual orientation, ancestry, disability, socioeconomic status or other protected category. TFS also does not screen on academic ability.

- d. Description of the admission policy for the school, including any preferences; and
- Siblings of currently enrolled students or of students who receive a spot through the lottery. Siblings are defined as children whose primary guardian(s) is also the primary guardian(s) of other children already enrolled in TFS. Guardian in this instance is defined as one who has custody of the children at least 50% of the time. Children may include half-siblings, step-siblings, adopted siblings, cousins, nieces or nephews who are being cared for as primary dependents. If a child is drawn for an enrollment spot at TFS, their siblings will be automatically granted enrollment if there is space available in their grade level. The school will ensure families are aware that sibling slots are not guaranteed and dependent on space available. In future years, siblings of currently enrolled students will not have to participate in the lottery and will be automatically granted a seat if there is space at their grade level.
- Disadvantaged students. No other student will be given priority admission for enrollment. Since the percentage of disadvantaged students in this area is higher than the rest of the district, we believe that it is not necessary to provide weights for disadvantaged students at this time, as the overwhelming majority of our students will be disadvantaged. Should the percentage of applicants by grade who are

eligible for free or reduced lunch fall below 70%, the school will weigh each FRL student by a factor of 2 in future drawings.

- Children of TFS employees. Children of TFS employees who work at least half-time will be exempt from the lottery. An employee is a person who has a signed employee agreement or contract with TFS. There will be a limit of 10% on the percentage of students to be enrolled as children of staff members. However, we expect this percentage to be less than 3%.
- e. Explanation of lottery procedures (if applicable).

If the number of applications received by March 15 exceeds the number of spots available at random, a public lottery will be used to determine who will be able to attend TFS. We will advertise the public lottery via email of all applicants, our website, and social media. The lottery will be publicly advertised and take place at the school site on March 30. Student names for the lottery will be associated with a specific number on a lottery ball. The balls will be placed in a lottery ball cage. One of our board members or members of the school leadership team will draw the balls from the cage. A family is not required to attend the lottery to earn a seat.

46. Provide evidence demonstrating the organization's compliance with the required enrollment of economically disadvantaged and special education student percentages over the past three years for all schools within the portfolio. Explain the plan for ensuring the proposed school will specifically remain in compliance with the required economically disadvantaged and special education percentages.

Third Future Schools adheres to all requirements of economically disadvantaged and SPED percentages throughout the network and has never been sanctioned by an authorizer or the state for non-compliance.

All Third Future Schools' campuses are meeting financial requirements established by their authorizer and/or local or federal policies.

### **FACILITY NEEDS**

- 47. Describe the efforts to date to secure a facility for the school.
  - a. If the applicants have identified a facility, include
    - i. A description of the facility, including whether it is new construction, part of an existing public or private school building, or must be renovated for use;

At the time of this writing, the assigned LDOE RSD campuses have not been named. However, due to the nature of the turnaround school, the facility would be part of an existing public school building assigned by LDOE RSD for the state sanctioned support of chronically failing schools.

Through the experience of successfully completing the occupancy requirements in eleven prior school openings, we are confident in working with all municipalities and LDOE RSD staff to ensure a timely and efficient transfer of operations. Third Future would not change the name of the school, school colors, or mascot. LDOE RSD, and district board members and administrators are welcome anytime and often to tour the campuses.

ii. Acquired location of the school facility:

Type 5 campuses have not been named at the time of this writing. Third Future has proposed AUS 4+ or AUS 6+ elementary, middle, or both [K-8] with LDOE.

iii. How it meets the school's needs, including unique features necessary to implement the school design and programming, the number of classrooms required each year, any additional spaces needed to support academic programming, and space requirements for administrative and operational functions; and

Third Future sets up schools to be Third Future Ready and 100% in two-four weeks. Opening no later than two weeks prior school start date. In collaboration with the LDOE RSD and district conducting an initial walk thru in the first week of the school being assigned to the RSD will allow the TFS Operations team to prepare the building, Team Center, and any offices required. Those decisions are made in week one and any equipment needed for the school(s) would also be ordered that week.

iv. A statement of the procedures to be followed and disposition of facilities and equipment should the charter be terminated or not renewed.

Third Future would follow standard operating procedures currently in place by LDOE on disposition of facilities or equipment.

- b. If the applicants have not identified a facility, include:
  - i. The plans for securing a suitable facility and preparing it for use by the time the school would open (including assurance that it meets specifications);
  - ii. Any contingency planning, including the associated costs;
  - iii. Desired or acquired location of the school facility;
  - iv. Unique features necessary to implement the school design and programming;
  - v. The number of classrooms required each year;
  - vi. Any additional spaces needed to support academic programming;
  - vii. Space requirements for administrative and operational functions; and

As a Type 5 charter, schools will be assigned to Third Future by the LDOE RSD. Third Future can work with any facility assigned.

viii. A statement of the procedures to be followed and disposition of facilities and equipment should the charter be terminated or not renewed

As a Type 5 charter, procedures and protocols assigned by the LDOE RSD would be followed regarding the disposition of facilities and equipment should the charter be terminated or not renewed.

c. If virtual, please see the addendum for additional questions.

N/A.

#### **FINANCIAL PLAN**

48. Provide a detailed explanation for all revenue sources outside of state and federal funds such as philanthropy, student fees, grants, etc., and specify what is committed or anticipated revenue. Provide evidence of anticipated fundraising contributions, if claimed in the application, as **Appendix 11**.

Please see Appendix 11.

49. Provide a narrative describing a contingency plan in the event that the actual revenues are lower or expenses are higher than anticipated in the financial model.

In the event that revenues are lower than anticipated, staff cuts will be made. Should revenues exceed expectations, Third Future would hire additional Teacher Apprentices.

- 50. Do you plan to use a financial manager or back office service provider? If the entity that will provide your financial services has been chosen, provide the name and a description of services. If it is an individual financial manager, provide the resume as **Appendix 12**. Please see Appendix 12.
- 51. Specify whether any of the organization's schools are not currently meeting the financial requirements and expectations established by the authorizer and/or local or federal policies. Describe the circumstances.

N/A. Third Future as a network or any of our individual campuses are meeting all the financial requirements and expectations established by the authorizer and/or local or federal policies.



# **Enrollment Policy**

# **Enrollment Process**

Enrollment Timeline*				
Registration forms available on website	December 9, 2022			
Last day to register in order to participate in lottery	March 15, 2023			
Enrollment lottery	March 29, 2023			
Notification of acceptance or notice of waitlist	March 31, 2023			
Parent decision to enroll student	April 9, 2023			
Students accepted off waitlist	April 16, 2023			
First day of school	August 4, 2023			

<sup>\*</sup> Similar timelines will be reflected in subsequent years, with exact dates posted on our website.

The schools of the Third Future Schools (TFS) network are open enrollment schools. Enrollment is available to all students without regard to race, creed, color, sex, national origin, religion, sexual orientation, ancestry, disability, socio-economic status or other protected category. TFS also does not screen on academic ability.

If the number of applications received by March 15, 2023 exceeds the number of spots available (25 students per homeroom per grade – K through 8), a random public lottery held separately at each school will be used to determine who will be able to attend. We will advertise the public lottery via email of all applicants, our website, and social media. The lottery will be publicly advertised and take place at the school site or another public space (if

the site is not accessible due to renovations) on March 29, 2023. Student names for the lottery will be associated with a specific number on a lottery ball. The balls will be placed in a lottery ball cage. One of our board members or member of the school leadership team will draw the balls from the cage. A family is not required to attend the lottery to earn a seat.

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All students of eligible age (no younger than 5 by October 1, 2023 or, for the 8<sup>th</sup> graders, determined by the last grade completed by October 1, 2023) and who have submitted a complete application by the March 15, 2021 deadline will be eligible for the public lottery. This process will be managed by the Principals of the three schools in the network.

# Priority Enrollment

The following students will be granted priority enrollment:

• Siblings of currently enrolled students or of students who receive a spot through the lottery. Siblings are defined as children whose primary guardian(s) is also the primary guardian(s) of other children already enrolled in a TFS school. Guardian in this instance is defined as one who has custody of the children at least 50% of the time. Children may include half-siblings, step-siblings, adopted siblings, cousins, nieces or nephews who are being cared for as primary dependents.

If a child is drawn for an enrollment spot at a TFS school, his siblings will be automatically granted enrollment in the same school if there is space available in their grade level. The school will ensure families are aware that sibling slots are not guaranteed and dependent on space available. Siblings of currently enrolled students will not have to participate in the lottery and will be automatically granted a seat if there is space at their grade level.

- Children of TFS employees. Children of TFS employees who work at least half-time will be exempt from the lottery. An employee is a person who has a signed employee agreement or contract with TFS. There will be a limit of 10% on the percentage of students to be enrolled as children of staff members. However, we expect this percentage to be less than 3%.
- **Disadvantaged students**. No other student will be given priority admission. We specifically target students who are challenged by poverty or language barriers or who are students of color. However, we do not give additional weights for disadvantaged students at this time, as the overwhelming majority of our students will be disadvantaged. Should the percentage of applicants by grade who are eligible for free or reduced lunch fall below 65%, the school will weight each FRL student by a factor of 2 in future drawings.

### Waitlists

Once 25 students per homeroom have been selected by lottery for a particular grade, the remaining eligible students at that grade will be placed on a waitlist by order in which their names were drawn during the lottery. As spots open up, students will be selected from the waitlists in the following order:

- 1. Sibling waitlist. Siblings of enrolled students who were not given a seat due to lack of space at their grade level will be selected from the waitlist first.
- 2. Enrollment waitlist. Students who were waitlisted in the lottery will be selected from the waitlist in the order in which they were drawn.

Waitlists will be maintained and will apply for the duration of one school year. New families who want to enroll in the school the following year, must apply and enter a lottery for the following year.

# Notification of Receipt of Application

Families will be notified by email of the receipt of their application within three business days of submitting the completed application. After the lottery and within 48 hours, families will be notified of selection and be asked to enroll. If the child did not receive a seat, the family will be notified as to their position on the waitlist.

Families of selected students will have until April 9, 2023 (or two weeks after the lottery in subsequent years) to accept the seat in a TFS school. If they select to enroll their student, the TFS school will let them know that the school is in receipt of the parents' acceptance.

# Yearly Affirmation of Reenrollment

Families of TFS students will have to notify intent to continue in the school in the subsequent year by March 16 (or the closest date if a weekend). We will send out an intent to return form via email or mail by the first week of March. If a family does not make this commitment, they will automatically be placed on the waitlist without priority status. For purposes of reenrollment, if a

family has more than one student, each student will be treated individually. This means that the parent must commit to reenroll each student. Should the parent only reenroll one student, for example, the other siblings will be placed on a waitlist and will not receive priority placement.

# Withdrawal Policy

Each family that selects to withdraw a student from the school will be asked to complete a withdrawal packet, including a questionnaire regarding reasons for withdrawal, a release form for pertinent academic records and legal documents (IEPs, etc.), and contact information for the receiving school.

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# Transfer Policy

Families transferring to a TFS school mid-year will submit and sign transfer paperwork and meet with the Principal or Assistant Principal before the student begins at the school. The Principal will collaborate with the parents to determine the most appropriate start date. TFS will request academic records, including IEPs or 504s, from the student's previous school and families will sign a Release of Information to ensure the school is able to obtain all records.

TFS will provide all students with their final academic report upon transferring from the school to ensure that the receiving school has the most up-to-date and accurate assessment of the student's academic performance. The receiving school and parents will also receive an assessment of progress on the Student Learning Plan and suggestions on how to continue to support academic progress for the student. The Office Manager will oversee this process and oversee the proper release of information, procuring and providing information from and to schools, and ensuring compliance with HIPPA and FOIA.

All students who transfer into a TFS school will participate in baseline reading and math assessments to determine placement and specific student needs related to proficiency in reading and math. Teachers will develop a Student Learning Plan within two weeks of the day the student starts at a TFS school.



# **Discipline Policy**

#### **Code of Conduct**

The faculty and staff at TFS schools are dedicated to providing the school's students with skills necessary to reason, communicate, and live with dignity in a civil society. Central to this mission is the creation of a school community characterized by caring, discipline, order, and respect.

The school's *Code of Conduct* has been designed to guide the efforts of teachers and staff in creating a safe, orderly environment and to reinforce the primary mission of the school: rigorous academic learning. The *Code*, which states clearly all school-wide rules governing student behavior as well as the consequences for breaking the rules, will serve as a contract among parents, students, and staff. Our school-wide rules and approach to behavior is based on 2 non-negotiable expectations and the 7 Habits of Success previously mentioned.

#### Non-negotiable:

- Respect all teachers and staff members at all times
- Students will not take away from the education of other students
- No Bullying

Establishing systems of positive behavior support, structures that promote character education and discipline is an ongoing process. Alone, this *Code* will not ensure school discipline, nor will it develop an individual's character. As part of a comprehensive effort supported by all members of the school community, however, it will guide the process. Faculty and staff will work continuously to achieve as much consistency as possible with regard to disciplinary matters, and they will be prepared to revise and adapt disciplinary procedures as necessary.

Embracing the principles outlined herein is a first and vital step toward creating the type of environment in which all children can thrive. It will not only minimize physical harm and disruption among students, it will help establish among all members of the school community the habits that characterize a civil society. This is our *Code*, a blueprint for living and learning.

### **Consequences for Minor Misbehavior**

It is expected that the great majority of students at the school will strive to meet the expectations for responsibility and self-discipline outlined herein. It is also understood, however, that no single set of procedures will be effective in helping every student develop the skills and attitudes necessary for success. Therefore, a series of interventions will be designed for students who have not been motivated by the school-wide procedures. As teachers and faculty adapt disciplinary procedures to meet individual needs, the focus will remain positive, and an emphasis will be placed on the continuing need for calm and consistent consequences.

Students will learn that certain actions are unacceptable at the school and misbehavior has consequences

that are neither amusing nor pleasant. Students who engage in any type of misbehavior, whether minor or severe, will be required to make amends and/or restore the situation. Restitution may involve an apology; community or school service; or fixing, replacing, and/or paying for damage caused. An administrator and/or teacher will determine the type of restitution required for a particular infraction. If possible, the restitution assignment will be communicated to the student's parents prior to his or her completion of the task. In all cases, parents will be informed of the child's inappropriate behavior and the restitution requirement.

## **Consequences for Severe Misbehavior**

Most misbehavior will be handled with discussion or the use of mild consequences. However, severe misbehavior will be met swiftly with equally severe consequences. Such behavior is defined per our 3 non-negotiables:

- Students will respect all teachers and staff members at all times
- Students will not take away from the education of other students
- No Bullying

Insubordinate behavior is the direct refusal to comply with a reasonable staff instruction within a specified period of time. In such cases, the staff member involved will first explain to the student why his or her actions are inappropriate and will issue a mild consequence for the offense. If the student continues to disregard the staff member's instruction, he or she will be sent to the office and the incident will be reported to the appropriate staff member.

Insubordination is a breakdown in communication. When a student has been referred to the office for this offense, the principal or designee may arrange a conference between the student, the staff member involved, and possibly the student's parent or guardian. The purpose of the conference will be to establish a plan that will help the student communicate more responsibly in the future.

In cases of physically dangerous behavior—fighting, assault, verbal assault, physical intimidation, sexual intimidation—staff will firmly inform the students to stop the physical altercation. If the students do not respond, staff will use professional judgment to determine whether or not to intervene physically. Staff will not be required to take action that could be physically dangerous; in such cases, another student will be sent immediately for assistance. The principal or designee will notify parents and make all decisions regarding whether to contact the appropriate law enforcement authorities.

If a staff member is aware that a student has been or is engaged in illegal activity, the staff member will refer the case to the office. The principal or designee will notify the student's parent or guardian and make all decisions regarding whether to contact the appropriate law enforcement authorities. Any student who brings a weapon to school or who uses a dangerous item in a way that makes another person feel threatened is subject to immediate expulsion. All incidents involving weapons will be reported to the appropriate law enforcement agencies.

The following consequences may be applied in cases of severe misbehavior.

□ Office Referral Referrals to the office will be made only in response to severe or recurring behavior problems. Reserving office referrals for such cases will help combat the notion that being sent to the office is "no big deal."

When making an office referral, the referring staff member will notify an administrator as soon as possible after the infraction. Administrators and office staff will keep records on all office

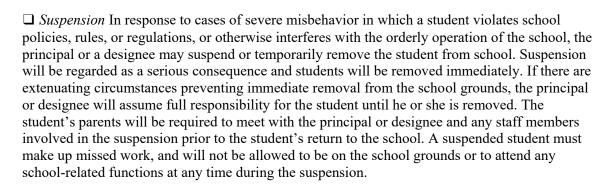
referrals, and the records will be reviewed by the school's leadership team frequently. Using these records, the leadership team will determine whether it is necessary to revise school policies, or whether there is a need for further staff development to ensure the consistent implementation of current policies.

□ Exclusionary Timeout from Reinforcement At the SAISD/TFS 1882 schools, students may need a neutral environment to help manage their own behavior, or to cool down or reflect on inappropriate behavior. Such timeouts involve removing the student from the instructional setting to a supervised area, such as the back of a classroom or the office. An exclusionary timeout from reinforcement may also be imposed as a consequence of misbehavior.

Faculty, staff, and school leaders will adhere to the following procedures when imposing an exclusionary timeout from reinforcement. No student shall ever be unsupervised during a timeout situation.

- 1. Upon the behavioral infraction, the student will be told in a firm, non-emotional voice, that he or she has made the choice to continue the inappropriate behavior, and that a timeout is the consequence.
- 2. The student will be required to complete a simple task to complete in order to show that he or she is ready to transition back to the learning setting.

Records of the number of exclusionary timeouts from reinforcement imposed and the students involved will be maintained and reviewed by the leadership team frequently. These records will be used to make judgments about the efficacy of the school's timeout procedures for helping students learn to be responsible.



□ Expulsion Expulsion is defined as the removal of the right and obligation of a pupil to attend the school under the conditions set by the school's Board of Directors. A student can be recommended for expulsion if the student has had three or more suspensions for chronic disruption of the learning environment (as defined in the section on suspension). The principal or designee will make a recommendation to expel a student to the School Board.

A student who brings a dangerous weapon to school or uses an implement in school in any way that makes another student, staff member, or volunteer feel threatened will be subject to an expulsion hearing before the School Board. If a student brings a firearm to school, the student will be expelled for at least one year. If a student enrolled in grade commits a physical or verbal assault at school against a person employed by or engaged as a volunteer or contractor by the school board, and if the physical or verbal assault is reported to the school board, or building principal by the victim or, if the victim is unable to report the assault, by another person on the victim's behalf, then the school board may expel the student from the school permanently. In addition, if a student in grades PreK-5 makes a bomb threat or similar threat directed at a school building, other property, or at a school-related event,

then the school board, or designee on behalf of the school board, may expel the pupil from the school for up to 180 school days. If the principal receives a report of physical or verbal assault, he or she shall forward the report to the school board with the recommendation to expel. If an individual is permanently expelled, the school shall enter on the individual's permanent record that he or she has been permanently expelled pursuant to state law.

An expelled student will not be permitted on school grounds or at any school-related functions for the duration of his or her expulsion. If an individual is expelled, it is the responsibility of that individual and of his or her parent or legal guardian to locate a suitable educational program and to enroll the individual in such program during the expulsion. If the expulsion is for a limited time, such as one year, the expelled student may choose to attend another school during this period. Students under the age of eleven may be expelled for the duration of the existing school year.

The school's common areas include the hallways, rest rooms, and the multipurpose room. Because students from every grade and class will be using these areas under the supervision of various faculty and staff, it is important to establish rules and expectations that are commonly understood and consistently applied. With such rules in place, staff can focus on encouraging good character among students rather than correcting misbehavior.

Staff will continuously encourage appropriate behavior in the school's common areas through positive and friendly interactions with students. Verbal praise will be used to recognize students who exercise courtesy, safety, and respect in common areas.

#### **Procedures**

Procedures are a set way of doing things (often related to a transition). Defining and utilizing these procedures throughout the entire community:

- Students know the expected behavior in most situations and are able to succeed at a higher rate than without the procedures in place.
- Knowing the expectation also increases the "climate of competence," increasing students' sense of safety and acceptance.
- Teachers and staff are able to provide specific positive feedback to all members of the community when they have met the expectation.

### Example/Lunchroom:

- 1. Sit in your assigned area
- 2. Follow directions
- 3. Stay in your seat
- 4. Quiet, whisper voices

# **School Master Plan for Discipline**

# **Positive Behavior Support**

In order to assure classroom management using positive behavioral supports and effective disciplinary tools, \_\_\_\_\_\_ School will identify data-driven academic, career and technical, discipline/behavioral performance results in the School Improvement Plan (SIP). \_\_\_\_\_\_ School will establish and use a school-based leadership team to meet on a regularly scheduled basis to review data and guide the positive behavior process. This leadership team shall, to the extent possible, include representatives of the school administration, both regular and special education teachers, parents, guidance counselors, and school bus operators (It may also include other groups, e.g., food services workers).

The leadership team will use a decision-making process utilizing a data-management system that allows graphical representation of discipline issues. Said data system will permit regular and efficient monitoring and evaluation of the effectiveness of the implementation of a school-wide system of discipline. School data collection shall include, but not be limited to, average referrals per day per month, referrals by problem behavior, referrals by location, referrals by time, referrals by student, referrals by staff, individual student report by month and by year, and referrals by grade level. Environmental changes may be made as indicated by data. For instance, increased monitoring, schedule changes, or changes in recess structure may help to alleviate congestion or over- crowding at certain times during the day.

The team will uniformly use the two BESE-approved forms, i.e., "School Behavior Report Form" and "School Bus Behavior Report Form," to report incidents of alleged discipline violations. The referral system will be utilized consistently and appropriately.

The leadership team will review and revise any Zero Tolerance Policy of \_\_\_\_\_\_\_School to ensure that the policy is in compliance with R. S. 17:416.15; the policy does not violate R. S. 17:416 (H) which prohibits disciplinary action against any pupil reasonably acting in self-defense; and that inappropriate referrals are not made to agencies serving children.

The leadership team will review and revise its policies and procedures for handling suspensions and expulsions at \_\_\_\_\_\_ School to ensure that suspension/expulsion policies are consistent with R. S. 17.416; suspension/expulsion policies are consistently and fairly executed; and alternative interventions, consistent with best theory and practice, to suspensions/expulsions are used including, but not be limited to, counseling, conflict resolution, social and family responsibility, peer mediation, and stress and/or anger management.

The leadership team will make referrals, as appropriate, to Alternative Education Programs that are designed to offer variations of traditional instructional programs, as well as strategies for the purpose of increasing the likelihood that students who are unmotivated or unsuccessful in traditional programs, or are disruptive in the traditional school environment, remain in and be successful in school.

The leadership team will review the current Code of Student Conduct of School to assure that it is in compliance with R.S.17:416.12, R.S. 17:416.13 and Section 4114 of the No Child Left Behind Act of 2001 (NCLB). They will refine consequences to create a reward/incentives program for positive student and teacher behavior and ensure the delivery of consistent reinforcement. The team will define consequences for rule violations that are clear, reasonable, and consistently enforced and which support maximum time in instruction.

The leadership team will monitor, evaluate and modify the school master plan, as needed, throughout the school year.

# School adopts the following clearly defined behavioral expectations in these five (can be less) basic rules. (Keep them simple and positive, e.g., "Keep your hands to yourself." "Respect others." "Be kind.") These rules shall be posted in prominent places around the school site, e.g., hallways, cafeterias, gymnasiums, and classrooms. These rules shall be provided to parents and shall be known by all students and school staff. School shall develop lesson plans and teach expectations Each teacher at across each school setting by providing direct instruction on expected behaviors at the beginning of the school year and reinforced throughout the year for all students. School shall design programs for students with special needs so that the students are challenged and engaged in school curriculum, and are appropriately placed so they remain in school rather than being suspended/expelled or becoming drop-outs. School shall submit annual reports to the district's Discipline The principal of Policy Review Committee. Safe School Planning School has established and shall maintain grade-appropriate programs of alcohol, drug and substance prevention, education, information and counseling as provided in R.S. 17:404. School has established a plan, in accordance with Sec. 4114, of the No Child Left Behind Act of 2001, for keeping the school safe and drug-free that includes appropriate and effective school discipline policies that prohibit disorderly conduct, the illegal possession of weapons, and the illegal use, possession, distribution, and sale of tobacco, alcohol, and/or other drugs; has established security procedures at school and while students are on the way to and from school; has established prevention activities that are designed to create and maintain safe, disciplined, and drug-free environments; has established a crisis management plan for responding to violent or traumatic incidents on school grounds; and has established a Code of Student Conduct (and as also required by R.S. 17:416.12 and R.S. 17:416.13) for all students that clearly states the responsibilities of students, teachers, and administrators in maintaining a classroom environment that allows a teacher to communicate effectively with all students in the class; allows all students in the class to learn; allows all students and school employees to be treated respectfully; has consequences that are fair and developmentally appropriate; considers the student and the circumstances of the situation; and, is enforced accordingly. **Parental and Community Involvement** School is committed to parental involvement and family strengthening. As set forth in R. S. 17:406.1, effective approaches to involving families more fully as partners in the

**School Master Plan for Discipline** 

# **School Master Plan for Discipline** process of their children's learning require the participation and coordination of numerous state and local, public and private agencies shall be encouraged. School shall seek to make connections through a variety of local and culturally sensitive methods to facilitate parents/family members/access to local/regional family strengthening programs available in the community. (Programs can be specifically identified, as applicable, e.g., Families Helping Families, Regional Family Resource centers, Parent Information Resource Center, Families In Need of Services [FINs] programs and other family strengthening programs exhibiting peer to peer support systems and positive mental health initiatives). School shall seek training to facilitate mutual understanding of researchbased practices promoting positive relationships between parents, LEA personnel and community service providers. School shall seek to identify the mental health needs of its students and match those needs with available local resources including public, nonpublic and/or volunteer organizations (These can be specified to the extent possible). Pending inclusion of mental health services in the Medicaid Health Services Program (School-Based), the availability of mental health services will be expanded in School. **Inter-Agency Cooperation** School shall seek to improve communication, coordination and collaboration between schools and agencies serving children; shall foster cooperation regarding the sharing of data about children, youth and families involved agencies serving children; and shall work in cooperation with other schools/districts/communities/regional planning boards to facilitate the successful re-entry and transition of youth formerly in state custody into their diverse school/community settings in order to encourage the continuation of education and their access to other needed services in order to prevent recidivism. [For correctional facilities only: School/Program shall implement this Master Plan in to the extent possible and with the understanding that such facilities will adhere to all policies and procedures of the Department of Corrections/Office of Youth Development.] Student Records School shall provide for the transfer of student education records upon written request of any authorized person on behalf of an education facility operated within any correctional or health facility or, for children in the custody of the state, an education facility operated within any other state approved facility, whether within or outside the state of Louisiana, where such student has become enrolled or is seeking enrollment. The transfer of such records, whether by mail or otherwise, shall occur not later than 10 business days from the date of receipt

of the written request. If the student has been expelled, the transferred records shall include the dates of the expulsion and the reason(s) for which the student was expelled.

No education record of any student may be withheld as the result of lack of payment of any fine. debt, or other outstanding obligation.

A student or his or her parent(s) may inspect the education record of that in accordance with the federal Family Education Rights and Privacy Act.

Any student seeking admission to \_\_\_\_\_ School who has been suspended or expelled from any public or nonpublic school within or outside the state of Louisiana shall provide information on the dates of any suspensions or expulsions and the reason or reasons for which the student was suspended or expelled.

School Master Plan for Discipline				
Visiting Teacher/ Child Welfare and Att	tendance Supervisor/Families in Need of Services			
teachers, or supervisors of child welfare make available to visiting teachers, or supe	ervisors of child welfare and attendance, FINS officers nters such information as will assist them in promoting			
superintendents, or heads of the training ar	state custody: It is the duty of the principals, and correctional schools to notify the visiting teachers, and FINS officer (if applicable) when a child is to			
FINS officers, shall cooperate fully with the and hospitals, and with other state and loc privileged information; cooperate fully wit correctional schools, law enforcement of	elfare and attendance (pursuant to R. S. 17:235), and state departments of social services, labor, and health cal agencies, including interchange of confidential and the juvenile and family court authorities, training and fficers; and make such referrals and conduct such e enforcement of school attendance laws, including information.			
Statements of compliance				
	ades 4-12 shall, on the first day of school each schoony questions from students relative to the statement of School Board.			
committing to do all of the following: ensur absences; ensure that his child arrives	grades 4-12 shall sign a statement of compliance re that his child attends school daily, except for schoo at school on time each day; ensure that his child nents; and attend all required parent and teacher or			
Signatures:				
Principal	Leadership Team Member			
Leadership Team Member	Leadership Team Member			
Leadership Team Member	Leadership Team Member			
Leadership Team Member Leadership Team Member				

# **Appendix 1 - Narrative of Community Support and Community Analysis**

Louisiana's need for high-performing schools is most acute for students of color and those experiencing poverty. Following the onset of the pandemic, the number of low-performing schools in the state increased dramatically; those most affected have high concentrations of students in poverty and students of color.

## Louisiana presents a great **need for continued school choice**:

- 30% of students statewide attend D & F schools
- More than half of all black students in the state attend D & F Schools
- 40% of school districts statewide are ranked a C or lower

Although the Type 5 campuses have not been assigned. This analysis is set in the East Baton Rouge (EBR) as Third Future is currently serving Prescott Academy a Type 5 school located in the EBR school system. EBR was making gains prior to COVID and is to be applauded. After weathering the pandemic, the district experienced tremendous learning loss and requires support to increase proficiency rates, currently stagnant at 18%, with statewide hovering slightly higher at 23%.

While most public schools saw a decline in enrollment during the pandemic, public charter schools in Louisiana, particularly in Baton Rouge, saw increased enrollment.

Third Future Schools, the nation's leading school turnaround specialists and a high-performing charter network was approached by state education and elected officials to consider supporting East Baton Rouge to serve chronically failing campuses. Community stakeholders and state leaders presented the challenges of multiple chronically failing schools in East Baton Rouge, identifying hope and a solution for underserved children through Third Future Schools' proven academic success for students.

One example is our current turnaround school, Prescott Academy, located in East Baton Rouge PS (EBR). Currently, 20,977 students, more than half of East Baton Rouge's students, are attending chronically failing D/F schools. Our students do not have time, and Third Future offers solutions for students, educators, and families through a partnership with the East Baton Rouge school system.

An in-depth analysis of the state of education and state accountability ratings in statewide Louisiana, including in East Baton Rouge, reflects a critical need. As with all our partnerships, in the beginning, due to past experiences with poor operating partners or poor-performing schools, Third Future fosters strong community relationships and welcomes all to visit our campuses anytime and often.

As a result of the in-depth analysis, and recommendation by our TFS National Board, Third Future entered into a Type 5 charter agreement with the Louisiana Board of Elementary and Secondary Education (BESE) in March 2023 to serve Prescott Academy, PreK-8 in the 2023-24 school year. Notably, Third Future does not require additional funding and gets results for students in the first year of operation.

Support was extended from numerous stakeholders in the community and state to recruit Third Future Schools to serve the East Baton Rouge area in an existing Type 5 charter. Support has been garnered from current district partners in Texas after multiple years in Priority Improvement status, as are EBR campuses. Evidence of support in the form of Letters of Recommendation from various stakeholders,

including current turnaround partnership districts, is included in Appendix 1.

# **Appendix 1 - Table of Contents**

Page Number	Document	Description
Page 1	Signature Document in Support	Support from BESE
Page 2	Documentation from the State Superintent's Office	Support from Supt Brumley
Page 3	Documentation from NSBR	Support from NSBR
Page 4	Letter of Recommendation from Midland ISD	Reference Support to USDE from Current Partners - Midland ISD
Page 5	Letter of Recommendation from Permian Strategic Partnership	Reference Support to USDE from Current Industry Partners - Permian Strategic Partnership

# **Recovery School District Partnership Agreement**

This Partnership Agreement ("PA" or "Agreement") is executed on this 13th day of July 2023, to be effective as of July 1, 2023, by and between the Louisiana Department of Education ("LDE"), through its Recovery School District ("RSD"), and Third Future Schools ("TFS"), a non-profit organization.

#### Section 1. Background

- 1.1 In 2023, Democracy Prep Louisiana Charter School ("Democracy Prep") voluntarily surrendered its Type 5 charter to the State Board of Elementary and Secondary Education ("BESE"). BESE accepted Democracy Prep's surrender due to the school not meeting the minimum academic performance criteria required for a subsequent renewal term.
- 1.2 RSD and TFS share a common goal of ensuring a high-quality education for students. In order to ensure Democracy Prep's former students have access to sound educational options, the RSD will maintain the site in its portfolio and TFS shall be responsible for operation of a school pursuant to the terms contained herein.

#### **Section 2. Current Agreement**

- 2.1 This PA sets forth the terms under which TFS shall manage the <u>K-8 school at a facility located at 4055</u> Prescott Road, Baton Rouge, LA 70805 while the school is under the jurisdiction of the RSD.
- 2.2 TFS shall provide educational services according to the educational standards established by law, and this Agreement; measure student progress toward stated goals; and participate in student assessments required by law, regulation, and BESE policy. TFS shall manage the school in a financially prudent manner and provide BESE and/or the LDE and/or the RSD with timely and accurate reporting.
- 2.3 TFS shall manage the school with oversight from the RSD, but TFS shall be responsible for all personnel, budget and curriculum decisions and implementations, except as otherwise provided in this Agreement.
- 2.4 This agreement shall be effective upon complete execution for an initial period of three (3) years to commence on July 1, 2023 and terminate on June 30, 2026.
- 2.5 TFS's academic, organizational and financial performance shall be evaluated in conformity with standards set forth by RSD as outlined in section 5.2.5 and **Appendix D** of this agreement. TFS shall remain subject to any amendments to these standards subsequent to the execution of this PA.

#### **Section 3. Agreement Liaisons**

3.1 All official communications and reporting requirements related to this PA from either party shall be directed to the following persons:

#### Max Daigh Michelle Moore

Assistant Superintendent for Office of School Choice Chief of Strategy Recovery School District Third Future Schools

1201 N. Third Street 431 N. Sable Blvd. P.O. Box 94064 Aurora, CO 80011 Baton Rouge, La 70804

3.2 All other communications, including, but not limited to day-to-day operational and oversight issues shall be directed to representatives of the Office of School Choice, Louisiana Department of Education identified in Section 3.1 of this PA.

### Section 4. Funding Agreement, Conditions, Payment Terms, and Administrative Allocations

- 4.1 The RSD shall reimburse TFS the amount of the Minimum Foundation Program (MFP) funds provided by the State Board of Elementary and Secondary Education (BESE), based on the October 1, and February 1 enrollment counts, minus a two percent administration fee, for each year under the duration of this agreement.
- 4.2 MFP funds shall only be expended for educational purposes. Expenditures for educational purposes are those expenditures related to the operational and instructional activities of the school to include: instructional programs, pupil support programs, instructional staff programs, school administration, general administration, business services, operations and maintenance of plant services, student transportation services, food services operations, enterprise operations, community services operations, facility acquisition and construction services and debt services as defined by Louisiana Accounting and Uniform Governmental Handbook, Bulletin 1929.
- 4.3 The RSD shall also transfer to TFS all other funding generated by or dedicated to students at the school received by the RSD, including, but not limited to Title I, Title II and IDEA funding. RSD agrees to support TFS in seeking additional state or federal funding that students at the school may be entitled to throughout the duration of this agreement, , including, but not limited to, LDE's High Cost Services allocation. The RSD is not obligated to provide any additional payments or funds to TFS pursuant to this PA.
- 4.4 Any additional costs to operate the school above and beyond what is provided through the funds specified in this PA shall be absorbed by TFS.

#### Section 5. Responsibilities

#### 5.1 Operation of School

5.1.1 TFS shall manage and operate a K-8 school for the 2023-2024, 2024-2025 and 2025-2026 school years in a facility, located at 4055 Prescott Road, Baton Rouge, LA 70806.

- 5.1.2 TFS shall comply with all federal and state laws and regulations and all requirements imposed by BESE rules, policies and regulations, including those concerning the education of children with exceptionalities, including the requirements of the Individuals with Disabilities Act (20 U.S.C. 1401 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), the Americans with Disabilities Act (42 U.S.C. 12101 et seq.).
- 5.1.3 RSD agrees to transfer a single lump sum payment in the amount of the fund balance from the previously operated charter school, once that amount is determined, for the purpose of providing the funds for the continued education of the students from the former charter school.
  - 5.1.4 TFS shall not enter into an agreement with a management organization without prior written approval from the representatives of the Office of School Choice, Louisiana Department of Education.
- 5.1.5 TFS shall serve grades K-8 for the school years under the duration of this agreement as outlined in section 5.1.1. TFS may enroll up to, but shall not exceed the enrollment maximums specified in **Appendix A**, specifically incorporated herein.
- 5.1.6 TFS, as contractor for the RSD, agrees to follow all laws and regulations applicable to public schools under the jurisdiction of the Recovery School District for the operation of the school. In situations where TFS is unsure or unclear how laws or regulations apply to TFS or the school, TFS agrees to consult the representatives of the Office of School Choice, Louisiana Department of Education prior to action, as practicable.
- 5.1.7 Failure to timely fulfill any material term of the Pre-Opening Procedures, as defined by the RSD, shall be considered a material violation of conditions, standards, or procedures provided for in the approved Agreement and may be grounds for termination pursuant to 6.4 of this Agreement. Notwithstanding the immediately foregoing sentence, the RSD may waive or modify the restrictions contained therein upon good cause shown.

#### 5.2 Oversight

- 5.2.1 The representatives of the Office of School Choice, Louisiana Department of Education shall monitor and review the operations of the school and the compliance of TFS with all laws and policies relative to schools under the jurisdiction of the Recovery School District, including Type 5 charter schools, and the terms of this agreement
- 5.2.2 TFS leadership and appropriate staff shall meet with representatives of the Office of School Choice, Louisiana Department of Education at least quarterly to review progress and other issues related to this agreement.
- 5.2.3 TFS shall provide RSD access to all records, data, information, and property related to this agreement and/or the operation of the school, including contracts with vendors, upon request by the RSD as practicable. TFS shall produce all documentation and information requested within three (3) business days of a request or other time period agreed to by the Parties, to the extent afforded by

- confidentiality or privilege under applicable law. The production of documents requested pursuant to this provision shall be distinguished from requests for documents made during site visits.
- 5.2.4 TFS agrees to provide access to all parts of the school facility and property to RSD during regular school hours upon request. RSD agrees to provide reasonable notice to TFS for any scheduled meetings, calls, or site visits, as practicable. The RSD reserves the right, however, to conduct unannounced site visits, as necessary.
- 5.2.5 TFS's academic, organizational and financial performance shall be evaluated annually in conformity with the standards set forth in the framework found in **Appendix D** of this Agreement, which is specifically incorporated into this PA and agreed to by both parties. If TFS fails to meet the performance standards as outlined, the school shall be subject to LDE intervention.

#### 5.3 Human Capital

5.3.1 TFS shall make all staffing decisions, but shall report any changes in staffing upon request by the RSD.

#### 5.4 Financial Management

- 5.4.1 The RSD shall be the local education agency (LEA) for the school for the purposes of funding, grants, and financial reporting.
- 5.4.2 RSD shall transfer the funds identified in Section 4 of this PA to TFS. MFP funds shall be transferred to TFS on a monthly basis. Grant funds shall be transferred to TFS on a reimbursement basis within 30 days of proper, timely submission of a receipt or invoice, as appropriate, unless otherwise dictated by the terms of the grant.
- 5.4.3 RSD shall be responsible for submitting applications for grant funding for the school. RSD authorizes and requires TFS to seek and prepare such applications for the school on behalf of the RSD. TFS shall submit completed grant applications at least 10 business days prior to submission deadline to the RSD Staff Liaison for review, revision, as necessary, and approval and submission by RSD, unless a different timeline is specified in writing by the representatives of the Office of School Choice, Louisiana Department of Education, TFS shall administer all grants and shall maintain all financial and payroll documentation required by such grants.
  - 5.4.4 TFS, with oversight from RSD, shall perform all other financial management and operations necessary for the school including the hiring of a qualified and competent business professional
- 5.4.5 TFS shall conduct an annual independent audit and submit it to the Louisiana Legislative Auditor, with a copy to RSD and the Louisiana Department of Education, Division of Education Finance, said audit to be conducted by a certified public accountant in accordance with La. R.S. 24:513 et seq., the cost of which shall be borne by TFS.

- 5.4.6 TFS agrees to report all agreements, contracts, and payment arrangements entered into by TFS on behalf of the school pursuant to this PA upon request by the RSD. TFS shall provide RSD copies of all such agreements, contracts, and payment arrangements upon request.
- 5.4.7 Additional details and requirements related to financial management are included in **Appendix B** of this PA, which is specifically incorporated into this PA and agreed to by both parties.
- 5.4.8 TFS agrees to complete all financial management actions necessary to assist the RSD in the transition of the operation of the school to a new operator should one be identified in the future, even in the event that such actions extend beyond the term of this Agreement.

### 5.5 Data Reporting, Records, and Privacy

- 5.5.1 The RSD shall be the local education agency (LEA) for the school for the purposes of state and federal data reporting.
- 5.5.2 RSD shall be responsible for submitting data for the school required of LEAs. RSD authorizes and requires TFS to prepare such data submissions on behalf of the RSD. TFS shall submit completed data submissions at least 10 business days prior to submission deadline to the RSD Staff Liaison for review, revision, as necessary, and approval and submission by the RSD, unless a different timeline is specified in writing by the representatives of the Office of School Choice, Louisiana Department of Education.
- 5.5.3 TFS shall supply in a timely manner all reports, test results, and other information required under this PA, state and federal law, grant requirements, or BESE policy and regulations, or requested by the RSD, in accordance with timelines and processes established by the RSD.
- 5.5.4 TFS agrees to submit all reports and other information in the manner prescribed by BESE, LDE, or the RSD which may include the use of a document storage and management system and an oversight and compliance management system.
- 5.5.5 TFS and RSD agree to share access to any data reporting systems, document storage and management systems, physical records, or digital records necessary to meet the requirements of this PA.
- 5.5.6 Throughout the term of this PA, TFS shall (i) comply with applicable provisions of law and perform all obligations necessary thereto, (ii) designate a representative of TFS who shall retain responsibility for the security of and access to all the school's records, including student records, (iii) provide the means and capability to access these records, including student records, to the RSD, as designated in writing, and (iv) fully cooperate with RSD, who shall have unrestricted and equal access to the school's records, including student records during the period prior to the termination of this PA. Upon termination, TFS shall secure all school records, including student records, in the possession of TFS and shall grant to the RSD access to records requested by the RSD. The RSD may take possession of such records, and upon taking possession of such records shall thereafter fulfill any and all statutory and contractual duties concerning the school's records, including the student records which are within the possession of RSD; provided that in performing TFS's legal or

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- necessary to collect and assemble in an orderly manner the educational records of each student who is or has been enrolled in the school so that those records may be transmitted to the RSD.
- 5.5.7 TFS shall comply with any and all recordkeeping requirements of BESE, state law, and regulation and shall provide, upon request by RSD, any reports or student records, including, but not limited to, immunization records, class schedules, records of academic performance, disciplinary actions, attendance, standardized test results, and documentation required under federal and state law regarding the education of students with disabilities.
- 5.5.8 TFS shall comply with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C.A. 1232g and La. R.S. 17:3914.
- 5.5.9 TFS and RSD agree to share student data in accordance with the provisions of **Appendix C** of this PA, specifically incorporated herein.
- 5.5.10 It is specifically understood and agreed that the obligations of the parties set forth in Section 5.5 shall survive the termination of this PA.
- 5.5.11 TFS shall provide for the transfer of the education records, including special education records, of any student who was enrolled at the school upon the written request of any authorized person on behalf of an educational facility within or outside of the state of Louisiana, where the student has become enrolled or is seeking enrollment.
- 5.5.12 The transfer of such records, whether by mail or otherwise, shall occur not later than ten (10) business days from the date of receipt of the written request.
- 5.5.13 If a student has been expelled, the transferred records shall include the dates of the expulsion and the reasons for which the student was expelled.
- 5.5.14 TFS shall maintain records of all students transferring into the school and withdrawing from the school.
- 5.5.15 TFS acknowledges that RSD may, at its discretion, withhold funds from TFS in the event that TFS does not submit data or financial information required or requested pursuant to this PA by designated deadlines, provided that such deadlines shall have been provided to the TFS in writing, via a policy or by any other means, in advance of any such withholding of funds.

### 5.6 Facilities

5.6.1 TFS shall be responsible for and obligated to provide for routine maintenance and repair such that the school facilities and property are maintained in as good an order as when TFS first occupied the school in 2023, except ordinary wear and tear. TFS shall ensure the facility meets all local and state Fire, Life and Safety codes. There shall be no requirement for TFS to provide for the type of

extensive repair to buildings or facilities that would be considered to be a capital expense. Such extensive repairs are required to be provided by the East Baton Rouge Parish School Board pursuant

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- to La. R.S. 17:1990. TFS agrees to notify RSD of needed capital repairs and RSD and TFS shall collaborate as needed to request such repairs of the East Baton Rouge Parish School Board.
- 5.6.2 RSD and TFS shall both have keys and any necessary codes to be able to access the facility during regular school hours, and after hours in the case of an emergency. RSD shall not enter the school or property without a TFS representative, unless prior permission has been given by TFS, or in the case of an emergency or a situation where the life, safety, or welfare of the school's students or any other person is potentially at risk.
- 5.6.3 RSD staff shall be permitted access to the school facility and/or property in order to inspect the facility and inventory property as necessary.

#### **5.7 Parent Communications**

5.7.1 TFS should develop and implement a plan for communicating the plans for management of the school for the 2023-2024, 2024-2025 and 2025-2026 school years to current students and parents.

#### Section 6. Termination

- 6.1 This agreement shall terminate on June 30, 2026, unless terminated earlier pursuant to Section 6.2, 6.3, or 6.4 of this agreement.
- 6.2 The RSD may terminate this PA and assume management of the school at any time by giving thirty (30) days written notice to TFS.
- 6.3 TFS may terminate this PA and turn over management of the school by giving sixty (60) days written notice to RSD and complying with the following additional requirements:
- 6.3.1 Upon cessation of any operations, TFS shall (i) comply with applicable provisions of law and perform all obligations necessary thereto, (ii) provide the means and capability to access school records, including student records, to the RSD, and (iii) fully cooperate with RSD, who shall have unrestricted and equal access to records, including student records, during the period prior to the termination of the agreement. Upon termination, TFS shall secure all records, including student records, in the possession of TFS and shall grant to the RSD access to records requested by the RSD. TFS shall take all reasonable steps necessary to collect and assemble in an orderly manner the educational records of each student who is or has been enrolled in the school so that those records may be transmitted to the RSD.
- 6.4 The RSD may terminate the Agreement at any time, for cause, based upon the failure of TFS to comply with the terms and/or conditions of the PA, provided that written notification is provided by the RSD to TFS specifying such failure and provided that, within thirty (30) days of receiving such notice, TFS has not corrected such failure to the satisfaction of the RSD. Upon such a termination, TFS agrees to

immediately turn over the management of the school to RSD.

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6.5 In the event that the RSD terminates the Agreement pursuant to Section 6.2 or 6.3, TFS shall immediately refund all equipment and cash on hand attributable to funding provided under this PA to the RSD, shall not pay any debts with such funds, and shall make no other disposition whatsoever of such funds or equipment.

#### Section 7. Assets

- 7.1 Any assets acquired by TFS are the property of TFS for the duration of this PA. Upon termination of this Agreement pursuant to Section 6.1 of this Agreement, TFS may retain cash on hand and assets necessary to carry out closeout operations for the school as permitted by applicable law, policy, and grant restrictions. TFS shall transfer or dispose of assets and cash on hand attributable to public funding as directed by the RSD.
- 7.2 TFS shall maintain records of any cash and assets acquired with any private funds that shall remain the property of TFS. If TFS's accounting records fail to clearly establish whether cash or a particular asset is attributable to public funds or private funds, the asset shall be attributed to public funds and shall be transferred or disposed of as directed by the RSD.
- 7.3 TFS shall maintain a complete and current inventory of all school property and shall audit the school property inventory annually per state and federal regulations.
- 7.4 TFS shall be responsible for adequately safeguarding all assets purchased with any public funds and shall produce evidence of such upon request by RSD.
- 7.5 TFS shall manage the school fund maintained pursuant to La. R.S. 17:414.3 and the amounts therein in accordance with the provisions of La. R.S. 17:414.3 and any policy adopted pursuant thereto.

#### **Section 8. Liability**

- 8.1 The parties acknowledge that TFS is not acting as the agent of, or under the direction and control of the RSD, except as required by law or this PA, and that the RSD shall not assume liability for any loss or injury resulting from the acts or omissions of TFS, its directors, trustees, agents, or employees.
- 8.2 TFS acknowledges that it is without authority to extend the faith and credit of the RSD to any third party. TFS shall clearly communicate to vendors and other entities that the obligations of TFS under agreement or contract are solely the responsibility of TFS and are not the responsibility of the RSD.
- 8.3 Each Party shall defend, indemnify, and hold harmless all other Parties, their officers, directors, agents and employees from any and all claims, demands, suits, actions, proceedings, losses, costs, and damages of every kind and description, including but not limited to, attorneys' fees and/or litigation expenses which may be brought or made against or incurred by the State, BESE, the Recovery School District, the LDE, or TFS on account of any action of any Party, its employees, agents or assigns.

8.4 The parties acknowledge that the RSD, the LDE, and the State of Louisiana are not liable for the debts or financial obligations of TFS.

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#### Section 9. Miscellaneous

- 9.1 **Discrimination Clause.** The parties agree to abide by the requirements of the following as applicable:
  - o Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972 of Federal Executive Order 11246
  - o Federal Rehabilitation Act of 1973, as amended o Vietnam Era Veterans Readjustment Assistance Act of 1974 o Title IX of the Education Amendments of 1972 o Age Act of 1975
  - o Americans with Disabilities Act of 1990

The parties agree not to discriminate in their employment practices, and shall render services under this PA without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by either party or failure to comply with these statutory obligations when applicable shall be grounds for termination of this PA.

#### 9.2 Jurisdiction and Governing Law

- 9.2.1 The laws of the State of Louisiana, without regard to Louisiana law on conflicts of law, shall govern this contract.
- 9.2.2 This Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Louisiana and all applicable federal laws of the United States.
- 9.2.3 Third Future Schools shall comply with all federal and state laws and regulations applicable to the operation of, and policies required by, BESE-authorized charter schools and schools under the jurisdiction of the Recovery School District.
- 9.2.4 The parties intend that they be bound by, and that this Agreement is subject to, any and all applicable future amendments or additions to the state law, regulations, or BESE policy. The parties hereby agree to comply with any such change as if it were specifically set forth herein. Any such change shall supersede any provision within this Agreement that conflicts with it.
- 9.3 **Entire Agreement.** This PA, (together with any addenda, appendix, or exhibits specifically incorporated herein by reference) constitutes the entire agreement between the parties with respect to the subject matter.

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THUS DONE AND SIGNED at Baton Rouge, Louisiana, on the day, month and year first written below.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 1st day of July, 2023.

	7/13/2023	Max Daigh Date
Assistant Superintendent for Office of School Choice Louisiana Department of Education		0
	7/18/2023	Michelle Moore Date
Chief of Strategy Third Future Schools		

# **Appendix A – Grade Level Enrollment Table**

т френини	Year 1	Year 2	Year 3
Grade Level	2023-2024	2024-2025	2025-2026
К	110	110	110
1	110	110	110
2	110	110	110
3	110	110	110
4	110	110	110
5	110	110	110
6	110	110	110
7	110	110	110
8	110	110	110
9	-	-	-
10	-	-	-
11	-	-	-
12	-	-	-
Authorized Enrollment	990	990	990
120% of Authorized Enrollment*	1188	1188	1188

Enrollment of more than 5% of the limits above for each grade level shall require written approval from the Recovery School District.

<sup>\*</sup>The school shall not enroll more than 120 percent of the total number of students that it has been authorized to enroll as outlined in the Grade Level Enrollment Table.

# **Appendix B – Financial Management**

#### 1. FINANCIAL REPORTING

a. TFS shall submit quarterly reports to the RSD listing year-to-date revenues and expenditures through that quarter and budgeted revenues and expenditures for the fiscal year using forms provided by the RSD. Such reports shall be submitted to the RSD on the dates specified below, unless otherwise specified in writing by the RSD.

#### **Due Date: Financial Report**

#### July 20 Annual Operating Budget

Includes actual data for the prior fiscal year ending June 30 along with budgeted data for the current fiscal year starting luly 1

September 20 Annual Operating Budget was not adopted in accordance with the Louisiana Local Government Budget

Act

#### October 20 First Quarter Financial Report

Includes budgeted data for the fiscal year along with the YTD actual data through September 30.

### January 20 Second Quarter Financial Report

Includes budgeted data for the fiscal year along with the YTD actual data through December 31.

#### April 20 Third Quarter Financial Report

Includes budgeted data for the fiscal year along with the YTD actual data through March 31.

(Quarterly reports will include a statement from SCS' lead executive and Board President certifying the accuracy of the reports and the adherence to SCS' Internal Control procedures.)

b. TFS shall submit information necessary for the RSD to complete its Annual Financial Report (AFR) no later than September 15 each year. The AFR is a summary of financial activities for the school year just completed and is the instrument for the collection of fiscal data from the local education agencies (LEAs) in electronic form via the LDE's LEADS portal. AFR instructions are located on the LDE website at the following link:

#### https://leads13.doe.louisiana.gov/lug/AFR/AFR.htm

c. TFS shall maintain records in a manner to reflect compliance with Generally Accepted Accounting Principles and the *Louisiana Accounting and Uniform Governmental Handbook*, Bulletin 1929.

### 2. STATE FUNDING ALLOCATIONS

- a. Funding provided through the Minimum Foundation Program (MFP) shall be based on the prior year's February 1 student count.
  - 1. The initial per-pupil, provided in July, is based on projected, prior-year revenue and projected student counts. The initial local revenue per-pupil amount is a placeholder until the final calculation in the spring. Final local per-pupil amounts may be more or less than projected per-pupil amounts and allocations shall be adjusted accordingly.
  - 2. The final per-pupil, provided in the spring, is based on actual prior-year local revenue (as reported in the AFR for each LEA) and actual current-year student counts.
- b. The RSD shall provide TFS with a schedule of the initial allocation including monthly payments on or about July 1. Payments shall be made on or about the 25<sup>th</sup> of each month.
- c. Mid-year adjustments to funding are provided based on student membership count dates of October and February
  - October 1 of the current fiscal year compared to February 1 of the prior fiscal year
     TFS shall receive adjustments for the base per-pupil amount times the number of students gained or lost
  - February 1 of the current fiscal year compared to October 1 of the current fiscal year i.TFS shall receive adjustments for one-half of base per-pupil amount times the number of students gained or lost

#### 3. FEDERAL ALLOCATIONS

- a. RSD is eligible for all federal program funding for which regular public school districts are eligible.

  TFS shall be notified of this eligibility and the application procedures and timelines by the RSD Staff Liaison or regular notifications to school districts by the LDE.
- b. TFS must submit copies of invoices or similar documentation to the RSD to substantiate all reimbursement requests for federal grant funds issued from the RSD.

### 4. AUDITS OF STATE AND FEDERAL FUNDS

a. The RSD and TFS may be subject to audit by the Louisiana Legislative Auditor for this Partnership Agreement and the operation of the school. TFS shall follow state audit and reporting requirements established by the Legislative Auditor and R.S. 24:513-556. RSD may perform an independent audit and TFS agrees to providing access to all documents necessary for the completion of that audit in a timely manner.

#### **5. GENERAL FISCAL PROCEDURES**

- a. TFS shall allow RSD officials and the Louisiana Legislative Auditor full access to its financial and educational records, reports, files and documents of any kind.
- b. TFS further agrees to timely supply all reports, test results and other information, which are required under its Partnership Agreement, state law and regulations.

#### 6. INTERNAL CONTROLS

- a. TFS shall submit its Internal Control policy to the RSD for review and approval prior to July 1, 2023. The RSD shall verify that the Internal Control policy contains the necessary procedures to ensure funds are safeguarded.
- b. TFS may be subject to selective, intermittent reviews of school financial records and internal control procedures.
- c. Quarterly and annual financial reports shall include certification that TFS's Internal Control procedures are being followed.

#### 7. TECHNICAL ASSISTANCE

- a. RSD may require TFS to send appropriate staff or representatives of TFS to annual fiscal inservice meetings or workshops conducted by the Louisiana Department of Education.
- b. TFS should reference the following publications and implement appropriate procedures based on this guidance:
  - 1. Louisiana Accounting and Uniform Governmental Handbook, Bulletin 1929. Available at <a href="http://www.louisianabelieves.com/lde/uploads/18078.pdf">http://www.louisianabelieves.com/lde/uploads/18078.pdf</a>
  - 2. Best Financial Practices for Louisiana Local Government. Available at <a href="http://www.lla.state.la.us/userfiles/file/oppaga.pdf">http://www.lla.state.la.us/userfiles/file/oppaga.pdf</a>
  - 3. School Activity Accounts Guide. Available at <a href="http://www.lla.state.la.us/userfiles/file/school.pdf">http://www.lla.state.la.us/userfiles/file/school.pdf</a> (scroll down to the School Activity Accounts Guide.)

# **Appendix C – Data Sharing Agreement**

- 1. This Agreement is entered into by the RSD and TFS in accordance with the provisions of the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1232(g), et seq., (FERPA) and La. R.S. § 17:3914. RSD and TFS hereby acknowledge that all documents or other material in which student personally identifiable information, as that term is defined in La. R.S. § 17:3914, is contained or which information is derived from a student's education records are deemed confidential pursuant to FERPA and La. R.S. § 17:3914 and shall not be disclosed by the RSD or TFS to any third party except as allowed or required by law.
- 2. Access to Information and Computer Systems/Information Storage, Retention, and Disposition Policies. RSD and TFS shall each maintain the data, whether in hard copy or electronic form, in an area that has limited access and may only be accessed by authorized personnel. RSD and TFS shall not permit removal of the data from the limited access area. TFS and RSD shall ensure that access to the data maintained on computer files or databases is controlled by password protection. RSD and TFS shall each establish procedures to ensure that the target data cannot be extracted from a computer file or database by unauthorized individuals. RSD and TFS shall each maintain all physical products containing student-level data in locked cabinets, file drawers, or other secure locations when not in use.
- 3. Audits. RSD and TFS shall allow each other, or each other's authorized representatives to carry out security or audit checks pertaining to security and usage of data of students attending the school. The Parties may request at any time, upon reasonable notice, an audit of data of students attending the school that is in the possession of one another. The Parties or their authorized representative shall have access at all reasonable times, upon reasonable request, on working days during working hours at business premises to employees, together with records, books and correspondence and other papers and documentation or media of every kind that are necessary for the purpose of carrying out such security and audit checks. The Parties or their authorized representatives shall have the right to reproduce and/or retain copies at their expense of any of the aforementioned information and documents.
- 4. Security Breach. As used in this Appendix, "Security Breach" means any act or omission that compromises either the security, confidentiality or integrity of student personally identifiable information or the physical, technical, administrative or organizational safeguards put in place by RSD and TFS that relate to the protection of the security, confidentiality or integrity of student data, or receipt of a verifiable complaint in relation to the privacy practices of RSD and TFS or a breach of this Section relating to such privacy practices.
  - 4.1 RSD and TFS shall each take reasonable steps and best efforts, in accordance with industry standards and applicable laws, to prevent security breaches. RSD and TFS shall each also take reasonable steps, in accordance with industry standards and applicable laws, to immediately remedy any security breach and prevent any further security breach, each at its own expense in accordance with standard practices and applicable law.
  - 4.2 The Parties shall immediately notify each other in writing of a security breach affecting data of

students attending the school after they become aware of it; and immediately following the

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notification of a security breach, RSD and TFS shall coordinate with each other to investigate the security breach. RSD and TFS each agree to cooperate in the handling of the matter, including: (i) assisting with any investigation; (ii) providing reasonable physical access to the facilities and operations affected; (iii) facilitating interviews with employees and others involved in the matter; and (iv) making available all relevant records, logs, files, data reporting and other materials required for the investigation to ensure compliance with applicable law or industry standards and as otherwise required and (v) providing any notices to persons or organizations affected by the security breach as required by law.

- 4.3 RSD and TFS shall ensure that all procedures implemented to address a Security Breach shall be in compliance with all applicable state and federal laws.
- 5. **Disposal of Information.** The Parties agree that at the termination of this PA, TFS shall provide all relevant data to RSD in a usable electronic form, and erase, destroy, and render unreadable all remaining personally identifiable data in its entirety in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities, and certify in writing that these actions have been completed within 30 (thirty) days of the termination of this Agreement.
- 6. **Aggregate Data.** Nothing in this Section shall limit the exchange of information specified in La. R.S. § 17:3914(C) (2), between the Parties.
- 7. **Authority to Contract.** For purposes of contracting with third parties for services allowed by and in compliance with La. R.S. § 17:3914, RSD and TFS shall have the authority to enter into agreements to share any student personally identifiable information governed by this Agreement. However, RSD and TFS shall ensure that contracts providing for such data sharing ensure that third parties comply with La. R.S. § 17:3914 and shall be responsible for monitoring and ensuring compliance therewith.

# Appendix D -

# Performance Expectations, Monitoring & Oversight of Partner Schools

The LDOE and RSD are accountable for implementing rigorous and fair oversight processes that respect operator autonomy while ensuring public accountability. This oversight process ensures that partner schools are serving all students equitably and ensuring that the school complies with state law and policy. The objective of this accountability framework is to provide partner school operators with clear expectations, fact-based oversight, and timely feedback while ensuring operator autonomy.

The following sections outline the RSD's performance expectations of partner schools as well as the processes for annually monitoring, assessing and reporting the school's progress toward those stated expectations.

#### **Table of Contents**

- A. Performance Expectations for High-Quality Partnership Schools
- B. Annual Assessment and Reporting of School Performance
- C. Monitoring of School Performance
- D. Accountability Decisions & Intervention Ladder
- E. Detailed Descriptions of Performance Indicators & Metrics

## A. Performance Expectations for High-Quality Partner Schools

All students, regardless of background, need, or ability, are afforded an educational environment that provides them with opportunities for academic growth and achievement.

- High-quality partner schools show evidence of high performance and/or substantial growth in indicators of academic quality.
- High-quality partner schools Identify students' individual academic needs and ensure that all students are making academic growth.

Schools enroll and serve all students through prioritizing equity in their enrollment and discipline policies and procedures.

- High-quality partner schools have a fair, transparent process for enrolling students that abides by Louisiana law and policy.
- High-quality partner schools have a student body that reflects the community in which they are located.
- High-quality partner schools maintain steady levels of enrollment indicating family satisfaction with the opportunities offered to students.
- High-quality partner schools use discipline practices that address behavioral challenges fairly, provide due process, and do not unnecessarily interfere with the provision of instruction.
   All special student populations receive the services and supports needed to ensure academic success in accordance with applicable law and policy.

- High-quality partner schools identify students that may require additional services or accommodations promptly and in compliance with law and policy.
- High-quality partner schools have the appropriate programming to ensure all students, including those with disabilities and English Language Learners, can excel academically.
- High-quality partner schools maintain compliance with all federal and state laws and policies for special populations.

Schools responsibly follow all laws, policies and contractual obligations.

- High-quality partner schools provide a safe and healthy learning environment for all students.
- High-quality partner schools develop and maintain operational policies and procedures that comply with law and policy.

Schools demonstrate strong financial practices resulting in fiscally viable and responsibly maintained institutions.

- High-quality partner schools fulfill their fiduciary responsibilities and act in accordance with law and LDOE requirements.
- High-quality partner schools use public funds properly to support the best interest of students.

# **B. Annual Assessment and Reporting of School Performance**

Data and information collected through monitoring processes is used to produce the Annual Review. The Annual Review is a public document that reports the performance of the school according to the expectations for high-quality partner schools. It is released each winter using data to assess the performance of each school in the prior school year.

The Annual Review assesses a school in three areas that correspond to the performance expectations for high quality partner schools. Each school receives a single score for academic, organizational, and financial performance as based on the metrics in the Annual Review. There are measurements that align to each subcomponent of each expectation. These scores are derived by looking at both quantitative measures of performance as well as compliance-based actions.

Area of Annual Review	Expectation	Types of Measurement	Possible Score
Academic	All students, regardless of background, need, or ability, are afforded an educational environment that provides them with	School Performance Score (SPS) and Letter Grade	Letter Grade: A, B, C, D, F, or T
	opportunities for academic growth and achievement.	Progress Index (PI) and Letter Grade	SPS: 0 - 150 Progress Index: 0 -150

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Org.	Schools enroll and serve all students through prioritizing equity in their enrollment and discipline policies and procedures.  All special student populations receive the services and supports they need to ensure academic success in accordance with applicable law and policy.  Schools and partner organizations responsibly follow all laws, policies, and contractual obligations.	Consideration of data related to enrollment of students as well as enrollment stability, discipline rates, and special education indicators  Compliance with enrollment, special education, and safety related laws and policies	Meets All Expectations  Meets Most  Expectations  Does Not Meet Expectations
Financial	Schools demonstrate strong financial practices resulting in fiscally viable and responsibly maintained institutions.	Performance on annual audits; Financial Risk Assessment;  Appropriate use of funds in accordance with law and policy	Meets All Expectations  Meets Most  Expectations  Does Not Meet Expectations

# C. Monitoring of School Performance

The RSD assesses each partner school on each component of the Annual Review and reports this information publicly. The LDOE collects the information needed to compile the Annual Review through a set of monitoring and oversight activities. The information collected through these activities is aligned with the performance expectations to which partner schools will be held.

Annually, all schools under the jurisdiction of the RSD are subject to the following oversight and reporting activities.

#### **School Visits**

During the year, LDOE staff members visit each partner school at least once and use data to inform the activities that are conducted during the visit(s). Visits may be announced or unannounced. The activities conducted during the visits depend on a school's performance and may include the following.

- Classroom observations
- Staff interviews
- Audit of student files and records
- Review of policies and procedures
- Health and safety review
- Facilities review
- Discussions with school and partner organization leadership

### **Systematic Review of Data and Documents**

As information is reported throughout the school year, LDOE conducts systematic data reviews in order to assess school performance in a variety of areas. Additionally, the LDOE routinely reviews school policies, procedures, and other materials for compliance with law and policy. LDOE's Annual Reporting Calendar outlines the type of data and documents reviewed and the process for doing so. This plan is assessed and updated as needed.

# **Coordinated Monitoring of Federal Programs**

Each partner school participates in the annual Coordinated Monitoring process through which compliance with state and federal programs are assessed. This process is conducted by the Statewide Monitoring Team and schools will receive communications regarding this process each year.

#### **Monitoring of Financial Performance**

All partner schools are required to submit an Annual Operating Budget, Quarterly Financial Reports, and the Annual Financial Report. Additionally, each school's financial performance is evaluated annually using the Fiscal Risk Assessment. These processes are managed by the Education Finance Team and schools receive ongoing communications throughout the year regarding requirements and deadlines.

As needed, the LDOE may also assess schools based on information and data collected through:

- Additional school visits
- In-depth reviews of student records including, but not limited to the areas of discipline, attendance, enrollment, testing, special populations, and special education
- Targeted review of school policies
- More in-depth facility reviews
- Discussions with families and community members

### **D.** Accountability Decisions & Interventions

#### **Ongoing Actions and Interventions**

The RSD uses information collected from the processes outlined above and the metrics included in the Annual Review to undertake actions and interventions in instances where schools fail to meet expectations in one or more areas and to make high stakes decisions regarding the continued partnership between the RSD and partner school operators.

Based on the information collected through its monitoring and oversight processes, the RSD may become aware of concerns related to a school's performance in the critical areas outlined above. The RSD may use this information to address these situations through other interventions including but not limited to:

- Targeted communications with representatives of the partner organization and connection with support organizations
- Additional inquiry and oversight
- Entry into the Accountability Intervention Ladder

## **Accountability Intervention Ladder**

All partner schools are initially considered to be in Good Standing and in compliance with the PA they have with the Recovery School District. However, routine and ad hoc monitoring and oversight by the RSD over the course of the school year may reveal that a school is failing to meet expectations in a certain area that requires immediate remediation. In these instances, the partner school will enter the intervention ladder through the issuance of a Notice of Concern or Notice of Violation.

- **Notices of Concern** are given to schools in instances of less significant non-compliance of law or policy as determined by LDOE/RSD staff.
- **Notices of Violation** are given to schools in instances of significant, systemic, or repeated noncompliance of law or policy as determined by staff.

Notices contain specific action steps and due dates required to remedy the issue. Upon remedying the issue, the school returns to Good Standing.

If a Notice of Concern is not remedied in the time allotted, the school progresses to a Notice of Violation with additional steps required to address the issue.

If a Notice of Violation is not remedied in the time allotted, additional accountability actions may be taken by the RSD up to and including termination of this partnership agreement.

## E. Detailed Descriptions of Performance Indicators & Metrics

The Annual Review is a publication that compiles data and information collected from the processes and actions outlined above and provides a year-long evaluation of a school's performance. In the Annual Review, each school will receive academic, financial and organizational performance ratings.

Schools earn points for indicators where their performance meets expectations based upon a review of available data. These indicators are aligned to each expectation and are outlined below within the categories of academic, organizational, and financial performance. Schools that fail to meet performance indicators, or who enter into the Intervention Ladder for a particular concern can lose points for organizational and financial performance.

#### Academic Performance, Indicators and Ratings

	Overall Academic Performance					
Indicator	Calculation	Points	Rating	Expectation		
School Performan ce Score (SPS)	Calculated in accordance with procedures outlined in BESE Bulletin 111	0 - 150	Letter Grade Equivalent as defined in BESE Bulletin 111	"D" or higher in most recent year of agreement OR "F" Letter		

Progress Index (PI)	Calculated in accordance with procedures outlined in BESE Bulletin 111	0 - 150	Letter Grade Equivalent as defined in BESE Bulletin 111	Grade in the most recent year of the agreement term with a Progress Index equivalent to an "A".
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# **Organizational Performance, Indicators & Ratings**

In terms of organizational performance, the school will receive a performance rating, a compliance rating and an overall rating. Each is calculated as follows:

# **Overall Organizational Performance & Compliance**

## **Calculations**

Rating	Calculation	Points	Rating
Overall Rating: Average of Performance	Average of Performance Rating +  Compliance Rating =	20	Meets All Expectations
Rating & Compliance Rating		11 - 19	Meets Most Expectations
		0 - 10	Does Not Meet Expectations

Performance Rating: Average of	Average of Points Earned on all Org.  Performance Indicators =	20	Meets All Expectations
Each Performance Indicator		11 - 19	Meets Most Expectations
		0 - 10	Does Not Meet Expectations
Compliance Rating: Total Notices of	Total Number of Notices of Concern (NOC) or Notices of Violation (NOV) received in the previous academic year =	20	Zero NOCs + Zero NOVs
Concern or Notices of violation in the previous academic year		15	No more than Two NOCs + Zero NOVs
academic year		0	Three or more NOCs + Zero NOVs

# 

## Organizational Performance Indicators: Enrollment

Enrollment	Indicator	Measurement		Scoring
			Point s	Criteria

Schools enroll and serve all	Re enrollme nt of	nt of students with no exit date and no		
students through prioritizing equity in	gh students in the terminal grade at the site	20	More than or equal to 80% of students return	
their enrollment and discipline		(February 1 count to October 1 count of the following year)	15	Greater than or equal to 70% but less than 80% of students return
policies and procedures			0	<70% of students return
	Suspensions	K-8 School National Average	20	At or below the national average
	*As defined by the Office of Civil Rights	15	Above 100% and up to 200% of the national average	
			0	More than 200% of the national average

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Special Populations	Indicator	Measurement		Scoring
			Point s	Criteria
All special student populatio	w/Disabiliti with timelines as measured		20	0 to 5% of total evaluations out of compliance
ns receive the	Evaluations	single point in time during the spring semester (percentage of evaluations conducted within	15	>5% - <10% of total evaluations out of compliance
services and supports		the required time frame)	0	>10% of total evaluations out of compliance
need to	need to IEP IEPs out of compliance as		20	0 - 5% of total IEPs out of compliance

ensure academic success in accordan ce with applicab le law	Timeline Complianc e	measured through a review of SER at a single point in time during the spring semester (percentage of IEPs in timeline compliance on that date)	0	>5% - <10% of total IEPs out of compliance >10% of IEPs out of compliance
and policy	Least Restrictive	Percentage of student with IEPs aged 6-12 served in a regular classroom setting 80%	20	>63.5% - 100% of total SWD in LRE for 80% or more of school day
	Environment	or more of the school day	15	>50% - <63.4% of total SWD population in LRE for 80% of more of school day
			0	<50% of total students with disabilities population in LRE for 80% or more of school day
	Subgroup Performance	Whether or not school has been identified as "Urgent Intervention Required" for any	20	School has not been identified as "Urgent Intervention Required" for any subgroup
		subgroup as measured by the subgroup School Performance Score	15	School has been identified as "Urgent Intervention Required" for one subgroup
			0	School has been identified as "Urgent Intervention Required" for two or more subgroups

# $\textbf{RecoverySchoolDistrictManagementAgreement} \ Appendix \ D\\ DocuSign \ Envelope\ ID:\ 049B9157-BB79-42B5-B9B3-7C4856A14F8D$

# Organizational Compliance Indicators: Enrollment, Special Populations, Law & Policy

Enrollment	Indicator	Measurement
Schools enroll and serve all students through prioritizing equity in their	School is non-discriminatory and compliant with laws and policies related to student admissions, discipline, attendance, and truancy	Non-compliant with admissions, discipline, attendance, and truancy law and policy, as documented by a Notice of Concern or Notice of Violation
enrollment and discipline policies and procedures	School admissions process is non discriminatory and compliant with laws and policies related to students with disabilities	Discriminatory or non-compliant practices in admissions for students with disabilities as documented by a Notice of Concern or Violation

<b>Special Populations</b>	Indicator	Measurement					
All special student populations receive the services and supports they need to ensure academic success in accordance with applicable law and policy	School complies with all state and federal requirements regarding services for students with IEPS, IAPs and LEP plans	Non-compliance with law or policy governing students with disabilities or Limited English Proficiency (LEP), as documented by a Notice of Concern or Notice of Violation					

Recovery School District Management Agreement Appendix D

DocuSign Envelope ID: 049B9157-BB79-42B5-B9B3-7C4856A14F8D

## **Financial Performance, Indicators & Ratings**

In terms of financial performance, the school will receive an overall rating based on their performance across three indicators: performance on the LDE Fiscal Risk Assessment, Annual External Audit Performance and instances of noncompliance as measured by the number of Notices of Concern and/or Notices of Violation received by the school in the previous academic year.

Overall Financial Performance & Compliance													
Overall Rating		LDE Fiscal F Assessme (Status: No Ac Monitor, Dialo	ent etion,	Annual External Audit Performance		Instances of Noncompliance							
Meets All Expectations	=	"No Action"	AND	Unqualified Audit with No Consecutive or Material Findings	AN D	Zero NOCs + Zero NOVs							
Meets Most = Expectations		"Monitor"	OR	Unqualified Audit with No More than One Consecutive or Material Finding	OR	<2 NOCs + Zero NOVs							
Does Not Meet = Expectations		"Dialogue"	OR	Qualified Audit and/or Two or More Consecutive or Material Findings	OR	>1 NOCs + Any NOVs							



## OFFICE OF LEARNING, LEADING & INNOVATION

"We are MISD"

Office: (432) 240-1010 | www.midlandisd.net

December 19, 2022

United States Department of Education Attn.: Ms. Stephanie S. Jones 400 Maryland Avenue, SW Washington, DC 20202-5970

Subject: Third Future Schools Letter of Recommendation for CSP CMO 2022 Grant Award

Dear Ms. Jones:

I am writing to express my strong recommendation for Third Future Schools to be awarded the USDE CSP CMO 2022 grant so that they may continue to serve more students with their proven model of instruction and Dyad to close the achievement gap and prepare students for the Year 2035 workplace and world.

Midland ISD and Third Future Schools entered into a SB 1882 in-district charter partnership agreement in March 2020 for Sam Houston Elementary School. At that time, Sam Houston was chronically failing for multiple years and enrollment had reached an all time low of 350 students. Fast forward to 2022, and Sam Houston has experienced remarkable growth in student achievement moving the campus from 53/F to 89/B in two years (including a COVID year). Student enrollment at Sam Houston has increased from 350 to 461 with families voting with their feet and enrolling their children in a high performing school under Third Future Schools instructional model of coupling our most struggling students with our most highly effective teachers.

Third Future has the most cost effective model of staffing, instructional delivery, and operations providing educators with the highest salaries in the state coupled with daily, on the job, embedded professional development and coaching.

Midland ISD would like to recommend Third Future Schools to be awarded the USDS CSP 2022 grant to allow replication of the proven model to serve more students in Texas and throughout the country.

Sincerely,

Luz M. Martinez, Ph D. Midland ISD, Associate Superintendent

# **Permian Strategic Partnership**



500 West Texas Avenue, Suite 900, Midland, Texas 79701 Tracee@permianpartnership.org (432) 262-0588

December 21, 2022

United States Department of Education Attention: Ms. Stephanie S. Jones 400 Maryland Avenue, SW Washington, DC 20202-5970

Subject: USDE CSP Replication Grant – Letter of Recommendation for Third Future Schools

Dear Ms. Jones:

The mission of the Permian Strategic Partnership is to strengthen and improve the quality of life for Permian Basin residents by partnering with federal, state, and local leaders to develop and implement strategic plans that foster superior schools, safer roads, quality healthcare, affordable housing, and a trained workforce. The companies involved with the PSP bring people, expertise, resources, and leadership to develop solutions in partnership with local leaders and communities.

We consider Third Future Schools a strong partner, serving as an in-district charter school partner, Third Future has been successful in substantially raising student achievement in the Permian Basin since the 2020-21 school year. Sam Houston Elementary School raised accountability scores from F/53 to B/89 in two years (even during a COVID year). Student enrollment at Sam Houston ES increased from 350 to 461. Ector College Prep MS from 58/F to 86/B in the first year. This was a campus that historically has been the poorest performing school in the District and is now the highest performing school – in one year.

We are in discussions with district leaders in the region to expand the current partnerships with Midland ISD and Ector County ISD to serve more of the region. The Permian Strategic Partnership strongly recommends Third Future to serve as recipient of the USDE CSP CMO Replication Grant 2022-23. The CSP replication grant would help to support additional expansion opportunities in both Midland ISD and Ector County ISD.

Should you have any questions or need additional information, please feel free to contact me.

Sincerely,

Tracee Bentley

Tracee@permianpartnership.org

# Attachment 3\_Response to question #41\_Operations Managment

# OPERATIONAL MANAGEMENT AND LEADERSHIP

44. Describe how the school will manage its non-academic services once it opens and who will be responsible for overseeing which operational aspects of the school, including transportation, food services, facilities, purchasing processes, student records, and school safety. State specifically how transportation will be designed to meet the needs of the special population subgroup (economically disadvantaged students and students with disabilities). You may use a table if applicable.

Third Future has a dedicated Operations Manager for Louisiana schools who works in conjunction with the Director of Operations to ensure student non-instructional needs are met through facility maintenance and school safety, which is a priority.

Third Future has a Director of Schools assigned to each campus and a Unit senior director, including all new schools in Louisiana. The Director of Schools and senior director, in collaboration with the principal and Superintendent, working with the Chief of Operations oversee purchases, student records, and school safety.

TFS has a transportation contract that includes door-to-door pickup for students with disabilities and bussing for all student populations at grouped bus stops. TFS also has a contract with a food service provider that participates in the NSLP to ensure meals for all students regardless of status. All student records are maintained onsite and audited regularly for completion and confidentiality. Dedicated Network staff handle the purchasing and procurement process to ensure all policy guidelines are met.

# **Appendix 2\_Sample Student Schedule\_Cover Sheet**

							Men	dez M	iddle S	chool 2	2022-2	023 CI	ass Scl	hedule								
	7:45	8:00	8:15	8:30	8:45	9:00	9:15	9:30	9:45	10:00	10:15	10:30	10:45	11:00	11:15	11:30	11:45					
7th Grade	7145	0.00	0.25		oup 7-1)	5.00	5125	5.50	ELA (Group 7-3)								unch					
7th Grade					oup 7-2)						roup 7-4)			_	tudy tudy		unch					
7th Grade			Math (Group 7-3)								Group 7-5	)		_	tudy		unch					
7th Grade			Math (Group 7-4)								Group 7-6				tudy	100	unch					
7th Grade			AOT/Science (Group 7-5)						AC	OT/Science				_	tudy	100	unch					
7th Grade		AOT/Science (Group 7-5)								OT/Science					tudy	_	unch					
7th Grade			Dyad/SS (Group 7-7)							Dyad/SS (	<u> </u>				tudy	_	unch					
7th Grade				Dyad/SS (		-				Dyad/SS (		-			tudy	Lunch						
						1				_ , _ , _ ,	(0.00)				,			_				
		12:00	12:15	12:30	12:45	1:00	1:15	1:30	1:45	2:00	2:15	2:30	2:45	3:00	3:15	3:30	3:45	4:00	4:15	4:30	4:45	5:00
7th Grade				ELA (G	oup 7-5)				Ele	ctive				ELA (G	roup 7-7)			After School Activity			y	
7th Grade				ELA (G	oup 7-6)				Ele	ctive				ELA (Group 7-8)					After School Activity			
7th Grade				Math (6	roup 7-7				Ele	ctive				Math (	Group 7-1	)		After School Activity				
7th Grade				Math (6	roup 7-8				Ele	ctive				Math (Group 7-2)					After School Activity			
7th Grade			AOT/Science (Group 7-1)						Ele	ctive			AOT/Science (Group 7-3)					After School Activity				
7th Grade			A	DT/Science	(Group 7	'-2)			Ele	ctive			AOT/Science (Group 7-4)					After School Activity				
7th Grade				Dyad/SS (	Group 7-3	1)			Ele	ctive			Dyad/SS (Group 7-5) After School Acti						ool Activit	ty	1	
7th Grade				Dyad/SS (	Group 7-4	1)			Ele	ctive				Dyad/SS	(Group 7-	6)			After Sch	ool Activit	v	

The 7th grade sample student schedule above reflects the daily schedule. The only changes include the Art of Thinking class being held twice a week for 90 minutes and Dyad being held twice a week for 90 minutes alternating.

Students receive 90 minutes of core content and electives for 60 minutes each day; Dyad is 90 minutes twice a week, alternating with Art of Thinking for 90 minutes twice a week.

## Appendix 3\_Sample ELL Schedule

							Men	dez M	iddle S	chool 2	2022-2	023 CI	ass Sc	hedule								
	7:45	8:00	8:15	8:30	8:45	9:00	9:15	9:30	9:45	10:00	10:15	10:30	10:45	11:00	11:15	11:30	11:45					
7th Grade	7.43	0.00	0.13		roup 7-1)	3.00	3.23	5.50	3.43	_	roup 7-3)	10.50	10.43		tudy		unch	-				
7th Grade		_									roup 7-4)				Study Lunch			-				
7th Grade			ELA (Group 7-2) Math (Group 7-3)				Math (Group 7-5)						Study Lunch		-							
7th Grade		Math (Group 7-3)										_	Study Lunch		-							
7th Grade 7th Grade					Math (Group 7-6)					_			-									
7th Grade		AOT/Science (Group 7-5)				AOT/Science (Group 7-7)					_			-								
7th Grade 7th Grade					cience (Group 7-6)			AOT/Science (Group 7-8)					Study Lunch		-							
				Dyad/SS					Dyad/SS (Group 7-1)			Study Lunch										
7th Grade				Dyad/SS	Group 7-8	3)				Dyad/SS (	Group 7-2	2)		Study Lunch								
		12:00	12:15	12:30	12:45	1:00	1:15	1:30	1:45	2:00	2:15	2:30	2:45	3:00	3:15	3:30	3:45	4:00	4:15	4:30	4:45	5:00
7th Grade		12.00	12.25		roup 7-5)	12.00	12.22	2.50		ctive	2.25	2.50	2.43		roup 7-7)		3.45	4.00		ool Activi		3.00
7th Grade					roup 7-6)			Elective					ELA (Group 7-8)					After School Activity				
7th Grade					roup 7-7			Elective					Math (Group 7-1)					After School Activity				
7th Grade					roup 7-8			Elective					Math (Group 7-2)					After School Activity				
7th Grade		AOT/Science (Group 7-1)								AOT/Science (Group 7-3)					After School Activity							
7th Grade		AOT/Science (Group 7-2)				Elective				AOT/Science (Group 7-4)					After School Activity							
7th Grade				Dyad/SS				Elective					Dyad/SS (Group 7-5)				After School Activity					
7th Grade				Dyad/SS					Elective					Dyad/SS (Group 7-6)				After School Activity				

Sample 7th grade student's schedule, when assigned SPED services, is included above. If specifically required by the IEP, the student is pulled out in the second have of core content, after the Demonstration of Learning, to receive services. All students participate in class so as not to miss critical instruction.

The 7th grade sample student schedule above reflects the daily schedule. The only changes include the Art of Thinking class being held twice a week for 90 minutes and Dyad being held twice a week for 90 minutes alternating.

Students receive 90 minutes of core content and electives for 60 minutes each day; Dyad is 90 minutes twice a week, alternating with Art of Thinking for 90 minutes twice a week.

Most notably, in our seven years of operation, ELL and SPED populations have consistently outperformed and outscored our general education students.

Attachment 4\_Sample Student Schedule\_Exceptionalities\_Cover Sheet

							Men	dez M	iddle S	chool 2	2022-2	023 CI	ass Sc	hedule								
	7:45	8:00	8:15	8:30	8:45	9:00	9:15	9:30	9:45	10:00	10:15	10:30	10:45	11:00	11:15	11:30	11:45					
7th Grade	7.43	0.00	0.13		roup 7-1)	3.00	3.23	5.50	3.43	_	roup 7-3)	10.50	10.43		tudy		unch	-				
7th Grade		_									roup 7-4)				Study Lunch			-				
7th Grade			ELA (Group 7-2) Math (Group 7-3)				Math (Group 7-5)						Study Lunch		-							
7th Grade		Math (Group 7-3)										_	Study Lunch		-							
7th Grade 7th Grade					Math (Group 7-6)					_			-									
7th Grade		AOT/Science (Group 7-5)				AOT/Science (Group 7-7)					_			-								
7th Grade 7th Grade					cience (Group 7-6)			AOT/Science (Group 7-8)					Study Lunch		-							
				Dyad/SS					Dyad/SS (Group 7-1)			Study Lunch										
7th Grade				Dyad/SS	Group 7-8	3)				Dyad/SS (	Group 7-2	2)		Study Lunch								
		12:00	12:15	12:30	12:45	1:00	1:15	1:30	1:45	2:00	2:15	2:30	2:45	3:00	3:15	3:30	3:45	4:00	4:15	4:30	4:45	5:00
7th Grade		12.00	12.25		roup 7-5)	12.00	12.22	2.50		ctive	2.25	2.50	2.43		roup 7-7)		3.45	4.00		ool Activi		3.00
7th Grade					roup 7-6)			Elective					ELA (Group 7-8)					After School Activity				
7th Grade					roup 7-7			Elective					Math (Group 7-1)					After School Activity				
7th Grade					roup 7-8			Elective					Math (Group 7-2)					After School Activity				
7th Grade		AOT/Science (Group 7-1)								AOT/Science (Group 7-3)					After School Activity							
7th Grade		AOT/Science (Group 7-2)				Elective				AOT/Science (Group 7-4)					After School Activity							
7th Grade				Dyad/SS				Elective					Dyad/SS (Group 7-5)				After School Activity					
7th Grade				Dyad/SS					Elective					Dyad/SS (Group 7-6)				After School Activity				

Sample 7th grade student's schedule, when assigned SPED services, is included above. If specifically required by the IEP, the student is pulled out in the second have of core content, after the Demonstration of Learning, to receive services. All students participate in class so as not to miss critical instruction.

The 7th grade sample student schedule above reflects the daily schedule. The only changes include the Art of Thinking class being held twice a week for 90 minutes and Dyad being held twice a week for 90 minutes alternating.

Students receive 90 minutes of core content and electives for 60 minutes each day; Dyad is 90 minutes twice a week, alternating with Art of Thinking for 90 minutes twice a week.

Most notably, in our seven years of operation, ELL and SPED populations have consistently outperformed and outscored our general education students.

# **Appendix 5\_School Code of Conduct\_Prescott Academy**

# Prescott Academy Parent/Student Handbook 2023-2024

#### **Third Future Schools**

Superintendent: Zach Craddock

Chief Financial Officer: Renea Ostermiller

Chief of Staff: Jessica Lopez

Chief of Transformation: Michele Moore Deputy Chief of Instruction: Dr. Shirley Miles

#### **Prescott Academy Administration**

4055 Prescott Road Baton Rouge, Louisiana 70805 Office: (225) 372-2037

Email: <u>PrescottK8@thirdfuture.org</u>
Website: <u>www.prescottk8.org</u>

Principal: Cleotha Johnigan

Assistant Principals: Kendra McClellan, Kylon Wishom, and Francine Burwell

Dean of Students: Bridget Bowman Office Manager: Eboni Alexander

August 2023

Dear Families:

Thank you for choosing Prescott Academy (Prescott)! The school's leadership team, faculty, and staff are eager to begin the important work of preparing your student for college and a Year 2035 workplace. We have been

busily preparing for the months ahead and look forward to developing a collaborative relationship between home and school. The journey will begin August 2 followed by 185 days of high expectations and strong academics.

The Parent and Student Handbook and Code of Conduct are designed to guide you and your student through this exciting time. We encourage you to read both sections of this booklet thoroughly and discuss them with your Prescott students.

The Parent and Student Handbook includes contact information and specific school policies of Prescott Academy. The *Code of Conduct* describes the behavior expectations that will be implemented to encourage appropriate conduct and ensure a positive learning environment.

Sincerely,
Administration, Faculty and Staff

Welcome to the school year!

1

For each and every child that walks through our doors, preparation for the year 2035 workplace is an expectation. From day one at Prescott, students receive a tailored education to make this possible. It's an education that fits individual needs. We've established innovative partnerships, like tutoring and our personalized learning model, to build the skills and knowledge to be successful in life and learning.

#### The Mission

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 more suited to their strengths. We hold high expectations for students and staff and believe everyone can create their future.

#### The Vision

Third Future Schools prepares students for college and the modern workplace. Through personalized learning and a focus on critical thinking skills, our school's close achievement gaps and allows every student to reach her/his potential.

#### **Our Core Beliefs**

- 1. All students can learn and reach his or her potential.
- 2. Effective teachers make the most difference in student academic performance.
- 3. For every child to succeed, we must hold students and ourselves to high expectations.
- 4. We value parent engagement and community support.
- 5. We rely on clearly defined outcomes to guide our work and to which we hold ourselves accountable.
- 6. We value equity and commit to reducing inequities inherent in the education system.

#### **Academic Goals**

- 1. All students will be proficient in reading by third grade.
- 2. All students will demonstrate proficiency in the core subjects before advancing to the next level (if attendance meets expectations).
- 3. Those who spend three years at Prescott will be at or above grade level by the end of 8th grade.
- 4. All students will leave our school prepared for high school, college, and a year 2035 workplace.

#### **School Description**

At Prescott, we teach Pre-Kindergarten through 8th grade scholars. Our instructional model is tailored to meet each student's individual needs through our personalized learning model. This instructional program utilizes direct instruction, blended learning, and customized support through the use of learning coaches to meet the needs of all students.

2

We utilize successful teaching methods and technology in a completely renovated modern and student-friendly environment. This promotes learning tailored to each individual student. Using this approach, our students advance academically, socially, and personally, sometimes at a surprising pace. Each student is an adult in training and when our teachers, staff, and parents cooperate, great things happen.

Prescott Academy will make no excuses for their student population and will dedicate themselves to ensure that all students show growth in character, academics, life skills, the arts, and wellness using teaching skills tailored to meet the needs of each student.

#### **Statement of Non-Discrimination**

Prescott does not discriminate on the basis of race, religion, color, national origin, sex, disability, academic, artistic, or athletic ability, sexual orientation, pregnancy, marital status or the district the child would otherwise attend under state law or in providing educational services, activities, and programs, including vocational and career technology programs, in accordance with Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Educational Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as amended.

#### **Social Promotion**

Our goal is to grow student proficiency an average of 1.8 years in just one year and to set up our students for success at the next grade level.

At Prescott Academy, "seat time" is not a measure of success. At our school, students will no longer be "socially promoted." Students who are pushed to the next grade even when they cannot read or do math at grade level usually fall further behind and are prime candidates for dropping out of school in high school.

Students in Kindergarten through 8th grade must demonstrate proficiency or near-proficiency before being promoted to the next grade. Students must show that they can read, write, and do math at grade level (or near grade level) on either the NWEA MAP tests or the state assessment (LEAP) taken in the Spring.

We believe that with great instruction and parental support nearly all of our students will be successful and will be prepared to advance to the next grade.

#### **School Schedule**

Prescott Academy's normal operating hours are Monday through Friday from 6:30 am to 5:30 pm. A detailed school calendar can be found for our school on our website at <a href="www.prescottk8.org">www.prescottk8.org</a> and/or <a href="www.thirdfutureschools.org">www.thirdfutureschools.org</a>.

#### **Family Involvement**

Prescott Academy is a cooperative enterprise and inclusive school; our families, teachers, and staff share the responsibilities and rewards of operating and participating with our school. Parents play an essential role in and out of the classrooms. Our families experience firsthand the school environment, become advocates for their

children, and enrich the school community with their ideas, interests, talents, and resources. Our goal is 100% participation from our administration, faculty and staff, students, parents, and greater community.

Prescott encourages family involvement at all levels of education, and we realize that students are only successful when the team supports learning at every opportunity. Prescott will hold three teacher/parent conferences over the course of the year, and these will be advertised through multiple formats. We make every effort to provide communication written and verbally to ensure that our greater community has accurate and timely information. Our school is also open to families until 5:30 pm, Monday through Friday. We encourage parents and families to take advantage of our facility after hours and explore the wide-ranging opportunities we can provide.

Parents may also volunteer for a wide variety of roles, such as:

- 1. After school monitor
- 2. Support in cafeteria
- 3. Helper for after school activities
- 4. Classroom helper or monitor

- 5. Field trip helper
- 6. Front office helper
- 7. Event helper
- 8. Assembly coordinator
- 9. Organizer or support for monthly parent meetings
- 10. Translator
- 11. Lunch and/or recess supervision
- 12. School set up and care

#### Volunteers

At Prescott Academy, we welcome volunteers as a source of special skills and the much-needed extra hand in the greater school environment. Volunteers are very much appreciated for the support they extend to teachers and staff. We encourage all volunteers to contact our front office at (225) 372-2037 to get more information and what is required to volunteer at Prescott.

#### **Bus Service**

Prescott Academy does currently provide transportation to and from school for students.

#### **First Student Bus Transportation**

For more information about First Student's Bus Transportation policies and procedures, please visit <a href="https://firststudentinc.com/">https://firststudentinc.com/</a>.

#### **Breakfast and Lunch**

All students are eligible for free breakfast and lunch without having to pay or completing an application.

Students are advised to refrain from sharing food with other students to minimize the spread of viruses and the risk of allergic reaction. Students will practice etiquette and clean-up skills during mealtimes. A peanut free table/location will be provided for students with allergies when requested.

Breakfast is served from 7:15-7:50. School lunch times for grade levels are below:

• Pre-Kindergarten lunch is from 10:30 am - 11:00 am

- Kindergarten lunch is from 11:00 am 11:30 am
- 1st grade lunch is from 11:00 am 11:30 am
- 2nd grade lunch is from 11:30 am 12:00 pm
- 3rd grade lunch is from 12:05 am 12:30 pm
- 4th grade lunch is from 12:05 pm 12:30 pm
- 5th grade lunch and study hall is from 1:00 pm- 1:30 pm
- 6th grade lunch and study hall is from 1:00 pm- 1:30 pm
- 7th grade lunch and study hall is from 12:30 pm 1:00 pm
- 8th grade lunch and study hall is from 12:30 pm- 1:00 pm

#### **Emergency Information**

Parents and guardians must complete an Emergency Card for each student upon enrolling. This information is used in conjunction with our Student Information System to ensure we have the most accurate contact information for all students at all times. Please notify the office when information changes so that we can update the card and our Student Information System.

#### Withdrawal or Transfer of Students

When a student leaves Prescott, the original and complete cumulative education records will be sent as requested to the new school of attendance. In order to release these records, the office will need a withdrawal form filled out by the parent or guardian.

#### **School Security**

Prescott Academy implements sensible measures to provide an enhanced level of security for our students, staff, and visitors in compliance with all state and <u>Louisiana Department of Education policies</u>. We will strive to meet the following:

- 1. Completed background checks for all parent volunteers who either work directly with students or chaperone field trips
- 2. Buzz-in access to main building
- 3. Enhanced visitor check-in procedures requiring all visitors to sign-in with the office and prominently display a visitor's badge. Badges are numbered and must be turned in prior to leaving the building 4. Training for staff on proper safety/security practices and procedures
- 5. Training drills for staff and students that meet state requirements

#### **Visitors**

We welcome adult visitors at any time. All visitors are required to sign in at the office. Parents wishing to

visit a classroom are requested to call or stop at the office to make arrangements. When you are in a classroom observing or assisting, please do not hold a conference with the teacher about your child or other personal issues. Please make an appointment to confer and conference on specific issues before or after school.

#### **Quality Assurance – Handling Complaints**

Experience has demonstrated that open communication between parents/guardians and the school's staff is the key to maintaining a stable business relationship.

What to do if you have a problem?

- 1. Discuss the problem with your child's teacher. Teachers will make themselves available to discuss parental concerns regarding your child.
- 2. Discuss the problem with the school's principal or assistant principal. Parental concerns or questions that cannot be resolved by the teacher should be redirected to the school's administration. The administration is fully qualified and possesses the requisite leadership and decision-making skills to solve most problems.
- 3. If the situation is not resolved, the parent may ask to speak with the Director of Schools.

#### **Child Custody**

6

In most cases, when parents are divorced, both continue to have equal rights concerning their child(ren) and their educational options. If you have a court order that limits the rights of one parent in matters such as custody or visitation, please provide the office with a copy. Unless your court order is on file with us, we must provide equal rights to both parents.

#### Notification of Rights under FERPA for Elementary and Secondary Schools

The Family Educational Rights and Privacy Act (FERPA) affords parents and students who are 18 years of age or older ("eligible students") certain rights with respect to the student's education records. These rights are:

- 1. The right to inspect and review the student's education records within 45 days after the day Prescott receives a request for access.
  - Parents or eligible students should submit to the school principal a written request that identifies the records they wish to inspect. The school official will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.
- 2. The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA.

Parents or eligible students who wish to ask Prescott staff to amend a record should write to the school principal, clearly identify the part of the record they want changed, and specify why it should be changed. If the principal decides not to amend the record as requested by the parent or eligible student, the school will notify the parent or eligible student of the decision and of their right to a hearing regarding the

request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

3. The right to provide written consent before the school discloses personally identifiable information (PII) from the student's education records, except to the extent that FERPA authorizes disclosure without consent.

One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. A school official is a person employed by the school as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the school board. A school official also may include a volunteer or contractor outside of the school who performs an institutional service of function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, or therapist; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

Upon request, the school discloses education records without consent to officials of another school district in which a student seeks or intends to enroll, or is already enrolled if the disclosure is for

purposes of the student's enrollment or transfer. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the [School] to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are:

Family Policy Compliance Office U.S. Department of Education 400 Maryland Avenue, SW Washington, DC 20202

FERPA permits the disclosure of PII from students' education records, without consent of the parent or eligible student, if the disclosure meets certain conditions found in §99.31 of the FERPA regulations. Except for disclosures to school officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the parent or eligible student, §99.32 of the FERPA regulations requires the school to record the disclosure. Parents and eligible students have a right to inspect and review the record of disclosures. A school may disclose PII from the education records of a student without obtaining prior written consent of the parents or the eligible student –

- To other school officials, including teachers, within the educational agency or institution whom the school has determined to have legitimate educational interests. This includes contractors, consultants, volunteers, or other parties to whom the school has outsourced institutional services or functions, provided that the conditions listed in §99.31(a)(1)(i)(B)(1) (a)(1)(i)(B)(2) are met. (§99.31(a)(1))
- To officials of another school, school system, or institution of postsecondary education where the

student seeks or intends to enroll, or where the student is already enrolled if the disclosure is for purposes related to the student's enrollment or transfer, subject to the requirements of §99.34. (§99.31(a)(2))

- To authorized representatives of the U. S. Comptroller General, the U. S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as the State educational agency in the parent or eligible student's State (SEA). Disclosures under this provision may be made, subject to the requirements of §99.35, in connection with an audit or evaluation of Federal- or State-supported education programs, or for the enforcement of or compliance with Federal legal requirements that relate to those programs. These entities may make further disclosures of PII to outside entities that are designated by them as their authorized representatives to conduct any audit, evaluation, or enforcement or compliance activity on their behalf. (§§99.31(a)(3) and 99.35)
- In connection with financial aid for which the student has applied or which the student has received, if the information is necessary to determine eligibility for the aid, determine the

amount of the aid, determine the conditions of the aid, or enforce the terms and conditions of the aid. (§99.31(a)(4))

- To State and local officials or authorities to whom information is specifically allowed to be reported or disclosed by a State statute that concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records were released, subject to §99.38. (§99.31(a)(5))
- To organizations conducting studies for, or on behalf of, the school, in order to: (a) develop, validate, or administer predictive tests; (b) administer student aid programs; or (c) improve instruction. (§99.31(a)(6))
- To accrediting organizations to carry out their accrediting functions. (§99.31(a)(7))
- To parents of an eligible student if the student is a dependent for IRS tax purposes. (§99.31(a)(8))
- To comply with a judicial order or lawfully issued subpoena. (§99.31(a)(9))
- To appropriate officials in connection with a health or safety emergency, subject to §99.36. (§99.31(a)(10)
- Information the school has designated as "directory information" under §99.37.

#### (§99.31(a)(11)) School Dress Code Policy

The purpose of a dress/uniform code is to create a professional, safe, and respectful community where students can place their sole focus on learning. The dress/uniform code is in effect from 6:30 am to 5:30 pm. Students are required to follow the uniform code Monday through Friday. On occasion, and as scheduled by the administration, the dress code will be modified such as on class picture day, spirit day, college shirt day, or as a reward for habits of success (HOS). The dress code at Prescott is as follows:

- 1. Polo shirt (light blue, navy blue, white).
- 2. Pants (khaki, blue or black) or jeans. Pants must have no holes or rips. No jeggings, joggers, sweatpants or cargo pants are allowed.
- 3. Shorts or Skirt (knee length). No cut-offs, gym shorts, cargo shorts, or shorts made of sweatpants material are allowed.
- 4. All shoes must be closed-toed with a heel no higher than one inch. No sandals, crocks, "heelys," flip-flops, light-up shoes, or slippers are permitted.
- 5. Hoodies, hats, caps, wave caps, scarves, bonnets, or wooly hats are not allowed in school. 9

#### **Parent and Staff Responsibilities**

Parents have the responsibility to ensure that their children arrive at school in the proper uniform. Within the school, the uniform code will be enforced by the classroom teachers, other staff members, and Prescott administrators who will make final decisions regarding uniform issues. Cheerful, consistent compliance with our dress code policy by all is expected.

#### **Dress Code Wear Guidance**

Students are expected to be dressed neatly, be well groomed and give a general good appearance. Approved dress code clothing needs to be of appropriate size/fit, with no holes and in good repair and must be worn as intended by the policy. A student can be out of compliance for wearing non-approved items, or by wearing approved items in a manner that is sloppy, immodest, or otherwise inappropriate. All students are expected to be in dress code Monday through Friday unless administration has announced otherwise.

#### **Use of Mobile Phones Prohibited for Students**

Students are not allowed to use mobile phones at Prescott Academy unless specifically authorized and supervised by an adult for a specific instructional purpose. The reason for this rule is so that students will not be bullied on social media, distracted by drama, or lose instructional focus.

The prohibition against student use of cell phones applies at all times while a student is on school grounds, including before school and after school. Students may also use the office phones to call parents or to make arrangements for pick-up.

The administration and teachers will take mobile phones that they see on campus. Students may pick up the phone from one of the administrators after school.

Please help students understand this regulation and help keep all of our students safe from social media bullying

and from distractions in a rigorous academic environment.

#### Purchasing School Uniforms (if applicable for your specific location)

Parents may buy school shirts from the Office Manager (if applicable). Cash and checks are accepted. All other school uniform items may be purchased at the parents store of choice.

#### **Progress Reports and Report Cards**

Progress reports will be sent to parents during the school year to provide specific information about student progress in each subject. At the end of each quarter, parents will receive report cards with cumulative data on their child(ren)'s performance and progress.

#### **Attendance**

#### **Tardiness**

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Instruction at Prescott Academy begins **promptly** at **8:00 a.m.** It is critical that all students be prepared to begin instruction on time. All students may enter the building beginning at 6:30 am. A student who is late misses valuable instructional time.

All students must be signed in by a parent, guardian, or authorized adult into the Front Office if arriving late. The student will be considered tardy and the incident will be recorded. In addition, no child will be dismissed early, unless for special circumstances. Being at school on time in the morning and staying in school until the end of the school day is central to receiving a good education.

#### Absences

School achievement begins with regular attendance. Parents/guardians must ensure that all school-age children in their care are in school on time daily. Additionally, school personnel must communicate any attendance problems or concerns to parents/guardians in a timely manner. The most effective strategy to prevent unlawful and excessive absence is proactivity, with the school, family, and community working together. To this end, school personnel report to administrators their concerns about student behaviors which may be precursors to attendance problems. Emerging and continuing attendance issues may be addressed through targeted programs, individual parent and student meetings, and other appropriate interventions and referrals.

Parents must contact the school office by phone whenever a child is going to be absent, and send a written excuse to the teacher when the child returns to school.

In the event that extraordinary circumstances require that the student be absent from school, a Student Attendance Plan/Contract may be developed jointly by the teacher, an administrator, and the student's parent or legal guardian. The plan will define the length of the absence and the means by which the student will make-up the work he or she will miss. The plan must be approved and signed by the principal and the parent/guardian prior to the student's absence.

If a note is not received within two school days of the absence, the absence will be regarded as unexcused.

All students, including students who have been suspended, are to be offered make-up work for the time during which they were lawfully absent.

#### **Habitual Tardiness and Absences**

Students who are habitually late and/or absent for part or all of the school day miss vital instructional time and will be held accountable. Prescott will adhere to the following guidelines:

Number of Absences Action by Prescott A	cademy
5 or more absences (2 tardies/early check-out	t Conference with administration to develop an intervention
equivalent to 1 assence)	plan which includes mandatory attendance workshop

7 or more unexcused absences Attendance contract

10 or more unexcused absences Possible referral to truancy court and/or denial of admission to Prescott the following school year

#### **Student Retention/ Social Promotion**

Moving struggling students along from grade to grade has not worked well, and waiting until a student reaches high school makes less sense than intervening early. Our model provides more time and additional effective instruction to the students who struggle the most with reading and math. We give them "the gift of time" and also ensure that they are assigned to highly effective teachers and receive differentiated instruction.

Retaining students at specific grades is another strategy that will help some students build confidence and academic proficiency. It will help them graduate and be prepared for a Year 2035 world and workplace. While past research is mixed on the subject of retention, there is strong research indicating that a well-designed process can significantly improve students' reading ability and overall academic proficiency. Of course, we will implement our program in a way that makes sense for our community and in a way that is the most beneficial to students.

Primarily, candidates for retention fall in two categories: 1) students who have poor attendance and therefore disrupt their own learning and fail to learn, or 2) students who do not put in the effort to learn and fall further behind their peers.

For the 2023-2024 school year, Prescott will follow these guidelines on promotion:

	NOT PROMOTED MUST A	ATTEND SUMMER SCHOOL
POOR ATTENDANCE	<ul> <li>Less than 85% attendance rate (regardless of reason); absent 28 days or more </li> <li>Some exceptions for unique medical situations</li> </ul>	<ul> <li>Less than 90% attendance rate</li> <li>(regardless of reason); absent 19</li> <li>days or more</li> <li>Must have 90% attendance rate</li> </ul>
		during 5 <sup>th</sup> Quarter

LOW	• I ass them 0.7 was a face damin	<del></del>
LOW ACADEMIC	• Less than 0.7 years of academic	• Less than 0.9 years of academic
GROWTH	growth in NWEA reading or math	growth in NWEA reading or math
	tests, excluding students who	growth in N w EA reading of math
		tests, excluding students who
	reach grade-level proficiency.	reach grade-level proficiency

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Students who have to attend summer school ( $5^{th}$  Quarter) in order to be promoted must: 1) attend at least 90% of the days of summer school, and 2) earn a "proficient" grade in summer school reading and math classes.

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
  - o In general, SPED students are not excluded from retention
- 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

All retention decisions will be made by the Principal or his/her designee.

Students in Kindergarten through 8th grade must demonstrate proficiency or near-proficiency before

being promoted to the next grade. Students must show that they can read, write, and do math at grade level (or near grade level) on either the NWEA MAP tests or the state assessments (LEAP) taken in the spring. Student attendance will also be taken into consideration when recommending retention or promotion. Our 5th Quarter (Summer School) program will be required for students that have habitually poor attendance in order to be promoted to the next grade level.

We believe that with great instruction and parental support nearly all of our students will be successful and will be prepared to advance to the next grade.

#### **Health and Safety**

The health and safety of our students, faculty, and staff is the school's foremost concern. If your child has any specific health, safety, or security needs, please inform the school so that appropriate accommodations can be made. The following information describes the precautions taken to protect the well-being of all students.

#### Medication

The School Nurse and the student's teacher must be informed of any **prescription medication** that a student is required to take at school. To dispense prescription medication to students, the school must receive a written

order from the student's doctor and a permission slip from the student's parent. All medication must be brought to the office by a parent or authorized adult in its original prescription container, labeled with the student's name, the name of the medication, the date of expiration, and the proper dosage. If medication needs to be administered to the child when the Nurse is not present, a staff member trained by the Nurse will administer the medication.

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**Non-prescription medications:** If, during the course of the school day, it is necessary for a student to receive common, non-prescription medication (e.g., Tylenol), the parent/guardian must fill out a Medicine Administration Form. Parents/guardians must inform the school of any allergies to or restrictions on non-prescription medication that their children might have. Parents/guardians are required to notify the Nurse in writing if your child has a chronic illness that may affect his or her performance at school.

#### Accidents

The principal, assistant principal, nurse, or a trained staff member will administer initial treatments of minor injuries. The student's emergency contact will be notified immediately by phone whenever medical treatment is administered to a student and an Incident Report will be kept in the student's permanent file. In such cases, it is especially crucial that the school has working phone numbers for students' parents and for alternate contacts in the event that a parent is unavailable. Please be vigilant in keeping the school's records for your child up-to-date.

#### **Student Safety**

In order to keep students safe, we have to ensure that students are accounted for while they are at the Prescott campus and that they are properly released at the end of the school day. As our doors will be open to students from 6:30 a.m. until 5:30 p.m. every day that school is in session, parents and students are expected to abide by the following procedures:

#### **Student Drop Off and Pick Up**

At Prescott Academy, student safety is of the highest priority. We ask that all parents, guardians, faculty, staff, and visitors follow the guidance below:

#### **Drop-Off:**

- 1. SLOW DOWN! Students can come out from between cars unexpectedly.
- 2. Please follow the instructions of any staff member on duty that is directing traffic. 3. Do not allow your students to cross over main streets outside of using the assigned crosswalks. 4. Stay in the crosswalk where there is support from a crosswalk guard.
- 5. Be prompt in picking up students after school if they are not staying for after school activities

#### **Before school (all students):**

• Any enrolled student may be dropped off at the Prescott campus and enter the school starting at 6:30 a.m.

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- Once a student enters the building, they must check in with the teacher or administrator on duty in the designated area.
- Students are not allowed to leave the building once they enter in the morning unless picked up by an authorized person.

#### **During the school day – (all students):**

• Students will only be released to an authorized parent, guardian, or other person designated on the student release form.

#### After school:

- Students will be released to an authorized parent, guardian, or other person designated on the student release form at their scheduled release time. Prescott utilizes a staggered release system for all students. Students in grades Pre-Kindergarten 1st end their school day at 3:00 pm; grade 2 ends at 3:30 pm; and grades 3-8 end at 4:00 pm. Please follow all safety rules and directions given by staff during the pick-up process.
- Parents and guardians may grant permission to release the student to walk home or to a location allowed by the parent or guardian. This permission will be given in writing and at the time of registration or enrollment.
- Students may stay at school until 5:30 pm.
- Students who stay after school will only be released to an authorized person, unless the parent or guardian has given permission to the school to release the student to walk home. Parents must sign out their child.
- Students who have permission to walk home are **not allowed** to reenter the building once they leave. Students must sign out before they leave.
- If a student has not been picked up by 5:30 p.m administration will begin calling parents, guardians, and emergency contacts to come pick up the student immediately unless we have received prior notice of a late pick up. Students who are habitually picked up late may have their after-school privileges revoked as determined through a parent conference with administration.

#### **Solicitation**

Solicitation of or by any student, parent, or staff member on school property for any cause except those authorized by the principal is strictly prohibited.

#### **Money and Other Valuable Property**

Students are encouraged to leave all money and other valuable property at home, especially cell phones and other technology. The School assumes no responsibility for the loss or theft of such articles.

#### **Character / Social-Emotional Goals**

All students will be familiar with, and demonstrate, *Habits of Success* traits. Often success at a difficult task depends as much on our frame of success as it does on our skill. Our approach to a problem or our attitude,

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influences the degree to which we may excel. In education, as in the workplace, *Habits of Success* enable us to reach our potential and meet the needs of a complex and challenging world. *Habits of success* speak to our strength of character, our approach to life, and our attitude toward learning.

#### Seven Habits of Success

#### 1. Be at school and be on time.

This includes getting to class on time. By requiring students to be on time, we send the message that school and the classes are important. We help develop the student's sense of responsibility, and we help break some students' habit of making weak excuses.

#### 2. Be respectful of others.

If we are to live in a civil society, all of us must understand the delicate balance between the rights of the individual and those of the group. Students in particular must **respect others' right to learn**. This habit of success also includes **respect for authority**.

#### 3. Take responsibility for your actions.

The overarching theme of this habit of success is that we have a great deal of control over our actions and must therefore expect the positive or negative consequences resulting from those actions. Similarly, it is the individual who is the most responsible and accountable for learning that which is being taught.

#### 4. Persevere.

This habit of success describes one's ability to see a task through until the end. It is "stick-to-it-ness." We need to help students learn to keep trying and not to give up easily. This habit of success also helps students understand that failure is a part of life and that one can learn to move beyond the setbacks and still be successful.

#### 5. Strive for accuracy.

With this habit of success we help develop an appreciation for exactness and craftsmanship. We help students avoid sloppy work and help them pay attention to detail. Adherence to this habit of success fosters a "checkit-again" or "get-it-done-right" mentality.

#### 6. Do your best work at all times.

This habit of success is similar to striving for accuracy. More than that, it means continuing to work hard to improve proficiency and reach one's potential. We need to teach students that they do not have to settle for second best and that in some things average just is not good enough. Reaching high goals usually requires our best work and a habit of doing our best all the time.

#### 7. Engage positively.

At the heart of this habit of mind is optimism – optimism that problems can be solved. Students need to learn that a civil society requires people to engage positively in order to solve problems. This means that

they should not cast aspersions from the sidelines or simply complain. They need to engage, and that engagement or contribution toward solving the problem should be positive and constructive.

#### **Code of Conduct**

The faculty and staff at Prescott Academy is dedicated to providing students with skills necessary to reason, communicate, and live with dignity in a civil society. Central to this mission is the creation of a school community characterized by caring, discipline, order, and respect.

The school's *Code of Conduct* has been designed to guide the efforts of teachers and staff in creating a safe, orderly environment and to reinforce the primary mission of the school: rigorous academic learning. The *Code*, which states clearly all school-wide rules governing student behavior as well as the consequences for breaking the rules, will serve as a contract among parents, students, and staff. Our school-wide rules and approach to behavior is based on 3 non-negotiable expectations and the Seven Habits of Success previously mentioned.

#### Non-negotiable:

- Respect all teachers and staff members at all times
- Students will not take away from the education of other students
- No Bullying

Establishing systems of positive behavior support, structures that promote character education and discipline is an ongoing process. Alone, this *Code* will not ensure school discipline, nor will it develop an individual's character. However, as part of a comprehensive effort supported by all members of the school community, it will guide the process. Faculty and staff will work continuously to achieve as much consistency as possible with regard to disciplinary matters, and they will be prepared to revise and adapt disciplinary procedures as necessary.

Embracing the principles outlined herein is a first and vital step toward creating the type of environment in which all children can thrive. It will not only minimize physical harm and disruption among students, it will help establish among all members of the school community the habits that characterize a civil society. This is our *Code*, a blueprint for living and learning.

#### **Consequences for Minor Misbehavior**

It is expected that the majority of students at the school will strive to meet the expectations for responsibility and self-discipline outlined herein. It is also understood that no single set of procedures will be effective in helping every student develop the skills and attitudes necessary for success. Therefore, a series of interventions will be designed for students who have not been motivated by the school-wide procedures. As teachers and faculty adapt disciplinary procedures to meet individual needs, the focus will remain positive and an emphasis will be placed on the continuing need for calm and consistent consequences.

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Students will learn that certain actions are unacceptable at the school and misbehavior has consequences that are neither amusing nor pleasant. Students who engage in any type of misbehavior, whether minor or severe, will be required to make amends and/or restore the situation. Restitution may involve an apology; community or school service; or fixing, replacing, and/or paying for damage caused. An administrator and/or teacher will determine the type of restitution required for a particular infraction. If possible, the restitution assignment will be communicated to the student's parents prior to his or her completion of the task. In all cases, parents will be informed of the child's inappropriate behavior and the restitution requirement.

#### **Consequences for Severe Misbehavior**

Most misbehavior will be handled with a conference or the use of mild consequences. However, severe misbehavior will be met swiftly with equally severe consequences. Such behavior is defined per our 3 non-negotiables:

- Students will respect all teachers and staff members at all times
- Students will not take away from the education of other students
- No Bullying

Insubordinate behavior is the direct refusal to comply with a reasonable staff instruction within a specified period of time. In such cases, the staff member involved will first explain to the student why his or her actions are inappropriate and will issue a mild consequence for the offense. If the student continues to disregard the staff member's instruction, he or she will be sent to the office and the incident will be reported to the appropriate staff member.

Insubordination is a breakdown in communication. When a student has been referred to the office for this offense, the principal or designee may arrange a conference between the student, the staff member involved, and possibly the student's parent or guardian. The purpose of the conference will be to establish a plan that will help the student communicate more responsibly in the future.

In cases of physically dangerous behavior—fighting, assault, verbal assault, physical intimidation, sexual intimidation—staff will firmly inform the students to stop the physical altercation. If the students do not respond, staff will use professional judgment to determine whether or not to intervene physically. Staff will not be required to take action that could be physically dangerous; in such cases, another student will be sent immediately for assistance. The principal or designee will notify parents and make all decisions regarding whether to contact the appropriate law enforcement authorities.

If a staff member is aware that a student has been or is engaged in illegal activity, the staff member will refer the case to the office. The principal or designee will notify the student's parent or guardian and make all decisions regarding whether to contact the appropriate law enforcement authorities. Any student who brings a weapon to school or who uses a dangerous item in a way that makes another person feel threatened is subject to immediate expulsion. All incidents involving weapons will be reported to the appropriate law enforcement agencies.

The following consequences may be applied in cases of severe misbehavior.

#### Office Referral

Referrals to the office will be made only in response to severe or recurring behavior problems. Reserving office referrals for such cases will help combat the notion that being sent to the office is "no big deal."

When making an office referral, the referring staff member will notify an administrator as soon as possible after the infraction. Administrators and office staff will keep records on all office referrals, and the records will be reviewed by the school's leadership team frequently. Using these records, the leadership team will determine whether it is necessary to revise school policies, or whether there is a need for further staff development to ensure the consistent implementation of current policies.

#### Exclusionary Timeout from Reinforcement

Students may need a neutral environment to help manage their own behavior, or to cool down or reflect on inappropriate behavior. Such timeouts involve removing the student from the instructional setting to a supervised area, such as the back of a classroom or the office. An exclusionary timeout from reinforcement may also be imposed as a consequence of misbehavior.

Faculty, staff, and school leaders will adhere to the following procedures when imposing an exclusionary timeout from reinforcement. No student shall ever be unsupervised during a timeout situation.

- 1. Upon the behavioral infraction, the student will be told in a firm, non-emotional voice, that he or she has made the choice to continue the inappropriate behavior, and that a timeout is the consequence.
- 2. The student will be required to complete a simple task in order to show that he or she is ready to transition back to the learning setting.

Records of the number of exclusionary timeouts from reinforcement imposed and the students involved will be maintained and reviewed by the leadership team frequently. These records will be used to make judgments about the efficacy of the school's timeout procedures for helping students learn to be responsible.

Suspension

In response to cases of severe misbehavior in which a student violates school policies, rules or regulations, or otherwise interferes with the orderly operation of the school, the principal or a designee may suspend or temporarily remove the student from school. Suspension will be regarded as a serious

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consequence and students will be removed immediately. If there are extenuating circumstances preventing immediate removal from the school grounds, the principal or designee will assume full responsibility for the student until he or she is removed. The student's parents will be required to meet with the principal or designee and any staff members involved in the suspension prior to the student's return to the school. A suspended student must make up missed work, and will not be allowed to be on the school grounds or to attend any school-related functions at any time during the suspension.

#### Expulsion

Expulsion is defined as the removal of the right and obligation of a scholar to attend the school under the conditions set by the school's Board of Directors. A student can be recommended for expulsion if the student has had three or more suspensions for chronic disruption of the learning environment (as defined in the section on suspension). The principal or designee will make a recommendation to expel a student to the School Board.

A student who brings a dangerous weapon to school or uses an implement in school in any way that makes another student, staff member, or volunteer feel threatened will be subject to an expulsion hearing before the School Board. If a student brings a firearm to school, the student will be expelled for at least one year. If a student commits a physical or verbal assault at school against a person employed by or engaged as a volunteer or contractor by the school board, and if the physical or verbal assault is reported to the School Board, building principal, victim or if the victim is unable to report the assault, by another person on the victim's behalf, then the School Board may expel the student from the school permanently. In addition, if a student makes a bomb threat or similar threat directed at a school building, other property, or at a school-related event, then the School Board, or designee on behalf of the School Board, may expel the scholar from the school for up to 180 school days. If the principal receives a report of physical or verbal assault, he or she shall forward the report to the School Board with the recommendation to expel. If an individual is permanently expelled, the school shall enter on the individual's permanent record that he or she has been permanently expelled pursuant to state law.

An expelled student will not be permitted on school grounds or at any school-related functions for the duration of his or her expulsion. If an individual is expelled, it is the responsibility of that individual and of his or her parent or legal guardian to locate a suitable educational program and to enroll the individual in such program during the expulsion. If the expulsion is for a limited time, such as one year, the expelled student may choose to attend another school during this period. Students under the age of fourteen may be expelled for the duration of the existing school year.

#### **Procedures**

Procedures are a set way of doing things (often related to a transition). By defining and utilizing procedures

throughout the entire school, students know the expected behavior in most situations and are able to succeed at a higher rate than without the procedures in place and gain a deeper sense of safety and acceptance due to

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student expectation and an increase in the "climate of competence". Additionally, teachers and staff are able to provide specific positive feedback to all members of the community when they have met the expectation.

The school's common areas include the hallways, restrooms, and the multipurpose room. As students from every grade and class will be using these areas under the supervision of various faculty and staff, it is important to establish rules and expectations that are commonly understood and consistently applied. With such rules in place, staff can focus on encouraging good character among students rather than correcting misbehavior.

Staff will continuously encourage appropriate behavior in the school's common areas through positive and friendly interactions with students. Verbal praise and Habits of Success tickets will be used to recognize students who exercise courtesy, safety, and respect in common areas.

#### Example of Student Expectation:

In the lunchroom:

- 1. Sit in your assigned area
- 2. Follow directions
- 3. Stay in your seat
- 4. Use quiet voices

#### **School Celebrations/Incentives**

Students will have the opportunity to earn privileges and rewards based on their progress in Habits of Success. Recognition of their progress will occur during assemblies at the end of each quarter. We also recognize growth in learning as measured by NWEA Map testing twice a year during an evening awards ceremony.

#### Parent/Guardian Agreement

I want my child to develop to his/her fullest potential. I will encourage him/her by doing the following:

- 1. Ensure that my child attends school on time and is prepared to learn.
- 2. Be aware of my child's progress and talk about school with him/her.
- 3. Communicate with teachers and school staff to support and challenge my child.
- 4. Read with, or provide independent reading opportunities for, my child for at least 20 minutes per day.
- 5. Encourage my child to complete their homework to the best of their abilities.
- 6. Expect the school to maintain proper discipline.
- 7. Participate in activities that support the school.
- 8. Be responsible for my child wearing their uniform.

#### **Student Agreement**

It is important that I do my best and I will try to always do the following:

1. Make sure that I arrive at school on time and ready to listen, learn and participate.

2. Finish my work and complete and return homework and other projects as assigned.

- 3. Be respectful to others at all times.
- 4. I will make good choices.
- 5. I will help others to learn in a positive manner.
- 6. I will tell the teachers and my parents when I have a problem at school.

#### **Teacher Agreement**

It is important that each student performs to his/her fullest academic potential. To ensure that this happens I will do the following:

1. Provide the academic instruction necessary for all students to excel with a student-focused attitude. 2. Provide a caring and safe environment that allows for positive and regular communication with students and parents.

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- 3. Determine how each student learns best and use this methodology daily in a positive manner that focuses on student outcomes.
- 4. Provide meaningful homework assignments to students.
- 5. Hold myself accountable for my actions and strive to perform at the highest level at all times with student success my primary driving force.

#### **Statement of Understanding and Acknowledgment**

Attending Prescott Academy indicates that each parent/guardian and student has read, understands, and agrees to abide by the policies set forth in this handbook.

We hereby acknowledge that we have received and read a copy of the Prescott Academy Student/Parent Handbook and understand the rules, regulations, and procedures of the school. I understand that if I ever have any questions regarding school policies, I can always ask a school administrator, teacher, or other staff member for further explanation.

We agree that we will be held accountable for the rules and regular	tions stated in this
handbook. * Policies and procedures are subject to change followi	ng the printing of this
document.	
Student Signature	Student Name
Student Signature	

	Parent Name Parent	
Signature		
		22
Date		

# **Appendix 6\_TFS Grievance Policy\_Cover Sheet**

#### Appendix 6\_Grievance Policy

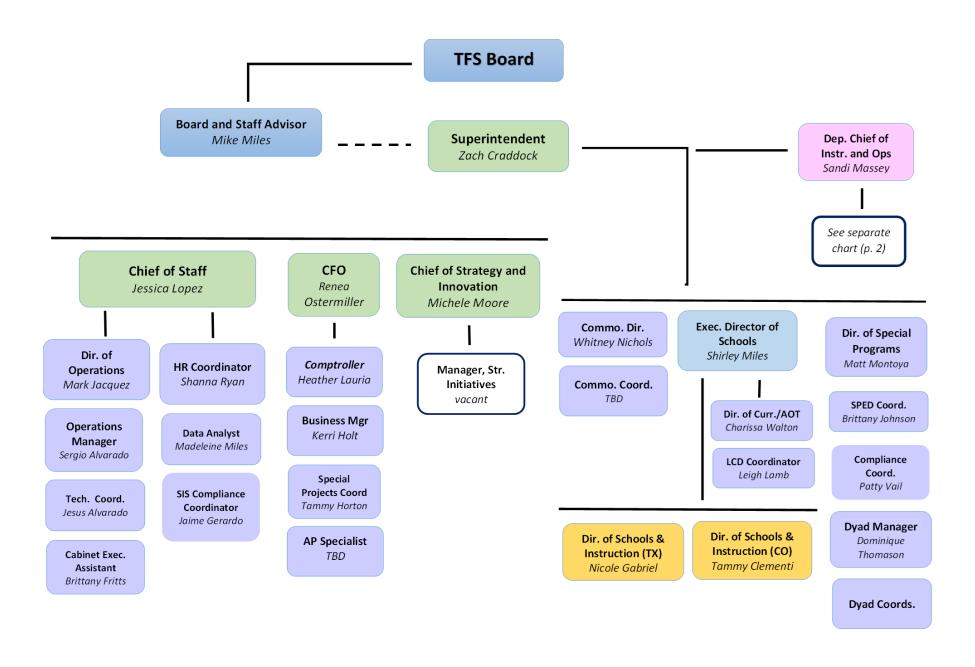
#### Grievance Policy:

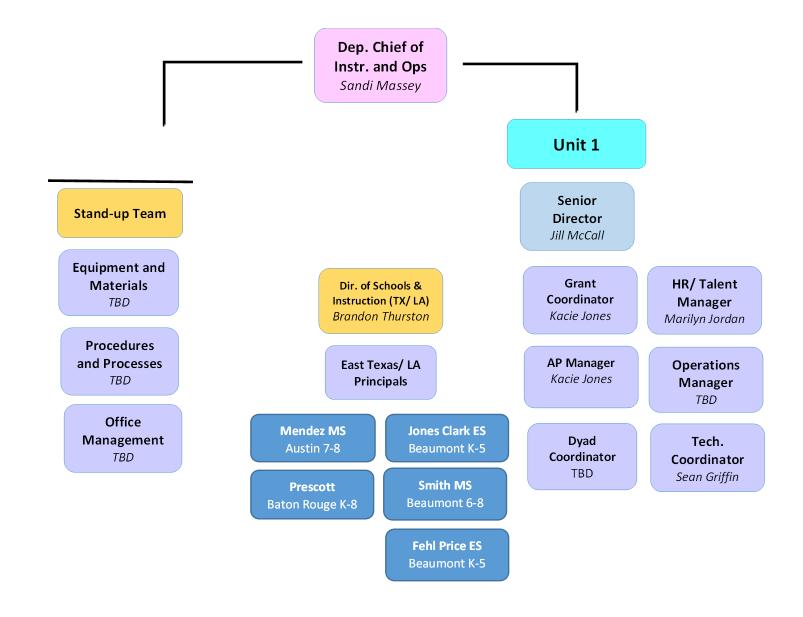
TFS Board Policy KE - Public Concerns and Complaints- Revised 21 November, 2021 Constructive criticism motivated by a sincere desire to improve the quality of the educational program or to equip the schools to do their tasks more effectively is welcomed by the Board of Directors (Board). The Board believes 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. CEO 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 <u>tinyurl.com/TFS-grievance</u>: The Board member shall refer the person making the complaint to the principal or CEO. [If the person has already made a complaint to the principal or CEO 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/CEO 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 CEO, 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 CEO for resolution. The principal/CEO 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 CEO 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/CEO 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.

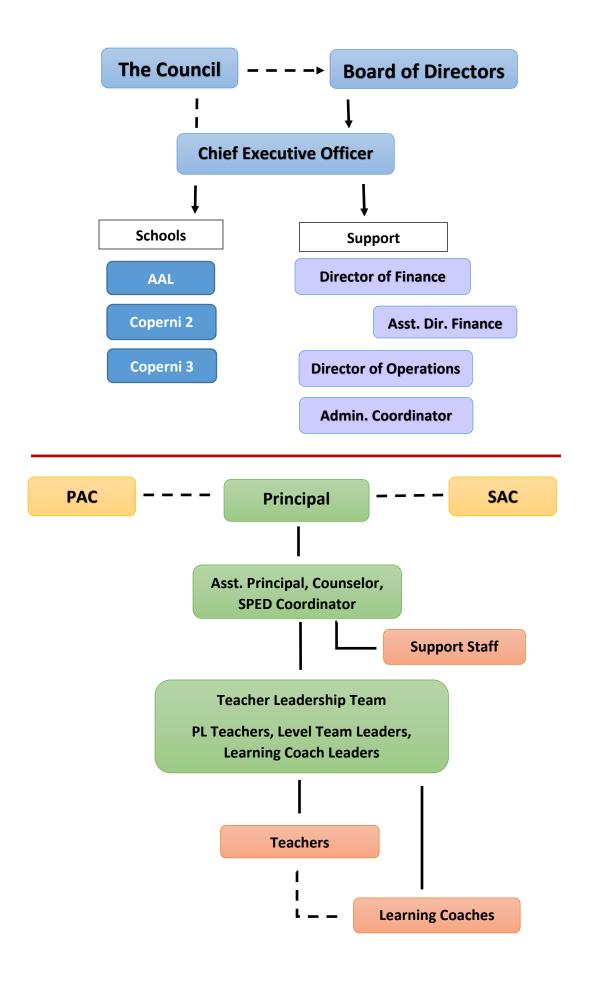
## **Appendix 7\_TFS Organizational Charts**



## **Organizational Chart**







## Zachary W. Craddock, Principal, Sierra High School

12114 Pine Valley Circle, Peyton, Co 80831

Cell: 719 963 6620

Email: craddockzach@gmail.com

#### **EDUCATION AND CERTIFICATION**

- M.Ed. Administration/Leadership, Albany State University, Albany, Georgia, December 2005
- B.S.-Physical Education, cum laude, University of South Carolina, Aiken, South Carolina, 1993-1997
- Current Colorado Principal License

#### WORK EXPERIENCE

• Executive Director of Schools, Third Future Schools

Principal, Sierra High School **July 2018-Octobe 2019** Principal, Pikes Peak Prep/Academy of Advanced Learning June 2016-June 2018 Executive Director of Individualized Education, District 49 June 2014-June 2016 Principal, Sierra High School, Harrison School District 2 **July 2012-June 2014** Special Programs Director, Harrison School District 2 June 2010-June 2012 Special Services Director, Coffee County Schools July 2008-June 2010 Assistant Special Education Director, Coffee County Schools July 2006-June 2008 Teacher, Coffee County School System July 2001-June 2006

Subject: County-wide Adapted Physical Education Teacher
Teacher, Bradwell Institute, Hinesville, Ga. 31313

• Teacher, Bradwell Institute, Hinesville, Ga. 31313
Subjects: Physical Science, Physical Education, Health, and Adaptive Physical Education

July 1997- June 2001

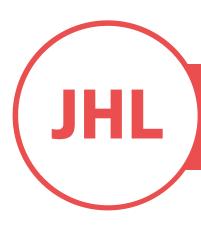
#### **CURRENT EMPLOYER**

Third Future Schools Colorado Springs, Colorado

Supervisor: Mr. Mike Miles, CEO of Third Future Schools

#### **CURRENT DUTIES AND RESPONSIBILITIES**

Provide Leadership, Compliance and Supervision for all school campuses in the Third Future Schools Charter Network. This includes curriculum, instructional delivery, physical plant, financial, staff evaluation, personnel, legal areas and student recruitment.



## **JESSICA HERNANDEZ LOPEZ**

ADVANCEDCLEANING7@YAHOO.COM (719) 313-7007

### **EXPERIENCE**

# DIRECTOR OF OPERATIONS • THIRD FUTURE SCHOOLS • JANUARY 2019 TO PRESENT

Direct the day to day operation of the facilities

Design and oversee the building and set up of the facilities

Provide an efficient work order system for repairs of facilities and equipment that ensures that all maintenance and repairs are completed in a timely fashion

OFFICE MANGER • THIRD FUTURE SCHOOLS • JUNE 2017 TO DECEMBER 2018

OFFICE MANGER • PIKES PEAK PREP • JUNE 2016 TO JUNE 2017

ADMINISTRATIVE ASSISTANT TO PRINCIPAL • HSD2 • JULY 2010 TO JUNE 2017

### **EDUCATION**

BACHELOR OF SCIENCE IN PSYCHOLOGY • JUNE 2016 • ARIZONA STATE UNIVERSITY

MEDICAL ASSISTING CERTIFICATION • JUNE 2007 • DONA ANA COMMUNITY COLLEGE

### Michele Moore

Baton Rouge, Louisiana michelemoore426@gmail.com (512) 560-2564

Recognized and high-achieving executive dedicated to excellence and outcomes focused. Strategic, problem-solving leader with more than two decades of executive leadership in state government, business development and governmental relations. Expert in the areas of state and federal education policy and strategy, legislation development and implementation, procurement, and rule-making authority. Proven influential thought leader and partner with policymakers and C-level executives. Dedicated to ensuring all students have access to exceptional, high-quality educational experiences in preparation for successful futures.

#### **EXPERIENCE**

Third Future Schools - Chief of Strategy and Innovation, Baton Rouge, LA

July 2020 - Current

- Secured school turnaround Network expansion in four states, resulting in three state contracts and multiple in-district partnerships to eliminate all D/F rated schools statewide in Louisiana, Texas, Colorado, and Tennessee.
- Secured nine new schools and increased number of students served from 1100 in 2020 to 6000 in 2024.
- Secured state contract with Tennessee DoE for six additional campuses serving 2400 students in 2025-26.
- Raised > \$40M through grants and fundraising campaigns resulting <\$4M per new school.
- Developed and implemented effective strategic campaigns to ensure favorable regulatory environment for school accountability, school turnaround and school choice.

ClassLink - Director of State Initiatives, Denver, CO

July 2018 - July 2020

- Consistently exceeded sales targets generating \$2M in sales revenue in multi-state territory annually.
- Tripled market share by securing state contract expanding ClassLink products and services in CO, NM, AZ.

**BrightBytes** - Director, State Relations & Enterprise Solutions, Austin, TX

July 2014 - July 2018

- Consistently met and exceeded performance goals generating in excess of \$1M annually in multi-state territory.
- Led repeal of antiquated Texas Education Agency policies requiring all Texas districts allowing access to BrightBytes.

**Texas Education Agency -** Associate Commissioner, Educator Leadership, Austin, TX

July 2012 - July 2014

- Successfully led Texas 1221 school districts and charter school development and implementation of all legislative and Commissioner led initiatives.
- Led successful statewide redesign and implementation of statewide teacher and principal evaluation systems directly tying state assessment results to evaluation scores to ensure highly effective teachers in 8,000 campuses.
- Created efficient agency processes to certify and place educators during teacher shortage through automation of TEA bureaucratic processes increasing educator certification productivity by 300% through the Educator Certification Online System redesign.
- Led redesign of statutorily mandated Accountability System of Educator Preparation programs resulting in elimination of bureaucratic metrics based on inputs replacing with outcomes focused evidence of performance.
- Regularly testified at the Legislature House and Senate Education Committees and lead State Board of Educator Certification committee meetings.

**Texas Education Agency -** Sr. Policy Director, Statewide Policy and Programs, Austin, TX

Sept 2007 - July 2012

- Supported state initiatives division in all state and federal policy implementation directed by legislature or Commissioner initiatives for 1221 districts and charter schools, 8,000 campuses, 335,000 teachers, and 5.2M students in Texas.
- Served as the Texas Education Agency liaison with the governor's office, legislature, state agencies, Education Service

Centerss, school districts, charter schools, and lobbyists with Governor Rick Perry's office as primary.

#### Texas Legislature - Chief of Staff; Sr. Policy Director, Austin, TX

Sept 2001 - Sept 2007

- Key legislation included multiple education reform bills codifying high quality charter schools, educational research, performance pay initiatives, parental choice, accountability and assessments, graduation requirements, and dual credit
- Developed effective strategic plans for multiple House and Senate members crafting legislation and building coalitions in both chambers to ensure passage
- House of Representatives House Ways and Means Committee (77th Interim)
- House of Representatives House Public Education Committee, House Insurance Committee (78th-79th Regular Session)
- Texas Senate Senate Public Education Committee (79th including six Special Sessions)
- House of Representatives House Ways and Means Committee (80th Regular Session)

### **EDUCATION**

**University of Houston Downtown** Humanities *Houston, TX* 

August 1994

## Shirley Miles, Ph. D.

Dr. Shirley Miles is the Deputy Chief of Schools for Third Future Schools. An educator with 30 years of experience, Dr. Miles has served as a high school principal in Denver, a director of human resources for Academy School District 20 in Colorado Springs, chief academic officer for the Sheridan School District in Englewood, Colorado, Chair of the School of Education for Argosy University, and as an educational consultant. Dr. Miles has also served as a superintendent. Miles' first superintendent position was with the Tempe Union High School District in Tempe, Arizona. After leaving Tempe, she became the director (superintendent) of the Department of Defense schools, a worldwide school system serving needs of 85,000 students in 192 schools across Europe, the Pacific region, and the United States. Shirley Miles has a Ph.D. in Curriculum and Instruction from the University of Denver, a master's degree in public administration and a bachelor's degree in business administration from the University of Colorado (Colorado Springs). Dr. Miles brings a wealth of experience to the organization she co-founded with her brother, Mike Miles.

# **SECTION 3: FINANCIAL PLAN AND CAPACITY**

#### OPERATIONAL MANAGEMENT AND LEADERSHIP

44. Describe how the school will manage its non-academic services once it opens and who will be responsible for overseeing which operational aspects of the school, including transportation, food services, facilities, purchasing processes, student records, and school safety. State specifically how transportation will be designed to meet the needs of the special population subgroup (economically disadvantaged students and students with disabilities). You may use a table if applicable.

Please see Attachment 3.

#### STUDENT ENROLLMENT AND RECRUITMENT

45. Describe the strategy to recruit and enroll the intended student population in accordance with Bulletin 126 §2705, including:

a. Process, timeline, and requirements for parents and students to apply;

Please see Attachment 1.

b. Identify potential barriers to access to the school and explain how the school mitigates the barriers;

Transportation is provided for students and SPED and ELL services are provided for all qualifying students. Town hall meetings are held for families to ensure we are meeting the needs and removing any possible barriers that could exist.

c. Methods by which the school will guarantee the equity of access for all students;

All TFS schools are open enrollment schools. Enrollment is available to all students without regard to race, creed, color, sex, national origin, religion, sexual orientation, ancestry, disability, socioeconomic status or other protected category. TFS also does not screen on academic ability.

- d. Description of the admission policy for the school, including any preferences; and
- Siblings of currently enrolled students or of students who receive a spot through the lottery. Siblings are defined as children whose primary guardian(s) is also the primary guardian(s) of other children already enrolled in TFS. Guardian in this instance is defined as one who has custody of the children at least 50% of the time. Children may include half-siblings, step-siblings, adopted siblings, cousins, nieces or nephews who are being cared for as primary dependents. If a child is drawn for an enrollment spot at TFS, their siblings will be automatically granted enrollment if there is space available in their grade level. The school will ensure families are aware that sibling slots are not guaranteed and dependent on space available. In future years, siblings of currently enrolled students will not have to participate in the lottery and will be automatically granted a seat if there is space at their grade level.
- Disadvantaged students. No other student will be given priority admission for enrollment. Since the percentage of disadvantaged students in this area is higher than the rest of the district, we believe that it is not necessary to provide weights for disadvantaged students at this time, as the overwhelming majority of our students will be disadvantaged. Should the percentage of applicants by grade who are

eligible for free or reduced lunch fall below 70%, the school will weigh each FRL student by a factor of 2 in future drawings.

- Children of TFS employees. Children of TFS employees who work at least half-time will be exempt from the lottery. An employee is a person who has a signed employee agreement or contract with TFS. There will be a limit of 10% on the percentage of students to be enrolled as children of staff members. However, we expect this percentage to be less than 3%.
- e. Explanation of lottery procedures (if applicable).

If the number of applications received by March 15 exceeds the number of spots available at random, a public lottery will be used to determine who will be able to attend TFS. We will advertise the public lottery via email of all applicants, our website, and social media. The lottery will be publicly advertised and take place at the school site on March 30. Student names for the lottery will be associated with a specific number on a lottery ball. The balls will be placed in a lottery ball cage. One of our board members or members of the school leadership team will draw the balls from the cage. A family is not required to attend the lottery to earn a seat.

46. Provide evidence demonstrating the organization's compliance with the required enrollment of economically disadvantaged and special education student percentages over the past three years for all schools within the portfolio. Explain the plan for ensuring the proposed school will specifically remain in compliance with the required economically disadvantaged and special education percentages.

Third Future Schools adheres to all requirements of economically disadvantaged and SPED percentages throughout the network and has never been sanctioned by an authorizer or the state for non-compliance.

All Third Future Schools' campuses are meeting financial requirements established by their authorizer and/or local or federal policies.

#### **FACILITY NEEDS**

- 47. Describe the efforts to date to secure a facility for the school.
  - a. If the applicants have identified a facility, include
    - i. A description of the facility, including whether it is new construction, part of an existing public or private school building, or must be renovated for use;

At the time of this writing, the assigned LDOE RSD campuses have not been named. However, due to the nature of the turnaround school, the facility would be part of an existing public school building assigned by LDOE RSD for the state sanctioned support of chronically failing schools.

Through the experience of successfully completing the occupancy requirements in eleven prior school openings, we are confident in working with all municipalities and LDOE RSD staff to ensure a timely and efficient transfer of operations. Third Future would not change the name of the school, school colors, or mascot. LDOE RSD, and district board members and administrators are welcome anytime and often to tour the campuses.

ii. Acquired location of the school facility:

Type 5 campuses have not been named at the time of this writing. Third Future has proposed AUS 4+ or AUS 6+ elementary, middle, or both [K-8] with LDOE.

iii. How it meets the school's needs, including unique features necessary to implement the school design and programming, the number of classrooms required each year, any additional spaces needed to support academic programming, and space requirements for administrative and operational functions; and

Third Future sets up schools to be Third Future Ready and 100% in two-four weeks. Opening no later than two weeks prior school start date. In collaboration with the LDOE RSD and district conducting an initial walk thru in the first week of the school being assigned to the RSD will allow the TFS Operations team to prepare the building, Team Center, and any offices required. Those decisions are made in week one and any equipment needed for the school(s) would also be ordered that week.

iv. A statement of the procedures to be followed and disposition of facilities and equipment should the charter be terminated or not renewed.

Third Future would follow standard operating procedures currently in place by LDOE on disposition of facilities or equipment.

- b. If the applicants have not identified a facility, include:
  - i. The plans for securing a suitable facility and preparing it for use by the time the school would open (including assurance that it meets specifications);
  - ii. Any contingency planning, including the associated costs;
  - iii. Desired or acquired location of the school facility;
  - iv. Unique features necessary to implement the school design and programming;
  - v. The number of classrooms required each year;
  - vi. Any additional spaces needed to support academic programming;
  - vii. Space requirements for administrative and operational functions; and

As a Type 5 charter, schools will be assigned to Third Future by the LDOE RSD. Third Future can work with any facility assigned.

viii. A statement of the procedures to be followed and disposition of facilities and equipment should the charter be terminated or not renewed

As a Type 5 charter, procedures and protocols assigned by the LDOE RSD would be followed regarding the disposition of facilities and equipment should the charter be terminated or not renewed.

c. If virtual, please see the addendum for additional questions.

N/A.

#### **FINANCIAL PLAN**

48. Provide a detailed explanation for all revenue sources outside of state and federal funds such as philanthropy, student fees, grants, etc., and specify what is committed or anticipated revenue. Provide evidence of anticipated fundraising contributions, if claimed in the application, as **Appendix 11**.

Please see Appendix 11.

49. Provide a narrative describing a contingency plan in the event that the actual revenues are lower or expenses are higher than anticipated in the financial model.

In the event that revenues are lower than anticipated, staff cuts will be made. Should revenues exceed expectations, Third Future would hire additional Teacher Apprentices.

- 50. Do you plan to use a financial manager or back office service provider? If the entity that will provide your financial services has been chosen, provide the name and a description of services. If it is an individual financial manager, provide the resume as **Appendix 12**. Please see Appendix 12.
- 51. Specify whether any of the organization's schools are not currently meeting the financial requirements and expectations established by the authorizer and/or local or federal policies. Describe the circumstances.

N/A. Third Future as a network or any of our individual campuses are meeting all the financial requirements and expectations established by the authorizer and/or local or federal policies.

# Appendix 9\_Board Resumes\_Cover Sheet

### NSLA Leadership, a continuation of the critical work begun at NSBR



Kara Maggiore, Executive Director

A Louisiana native and daughter of two lifelong public educators, Kara has spent the past 14 years serving Louisiana through education. She joined NSBR in 2017 as Director of School Strategy and, over time, expanded her work as Senior Director of Strategy + Innovation to overseeing the full spectrum of schools' work from operator recruitment and diligence to post-launch school and ecosystem supports.

Kara began her career in the Jefferson Parish Public Schools system, where she discovered a passion for literacy intervention and special education. She continued her work at KIPP New Orleans Schools as an intervention teacher, special education administrator, and assistant school leader. In her six years at KIPP Central City Academy, Kara developed the Student Support Program to include a full continuum of support for students and families, ranging from ELA and math research-based intervention classes to specialized programs for students with significant intellectual and behavioral disabilities.

Kara earned her undergraduate degree in history from the University of Dallas, where she also worked in Rome, Italy, overseeing student life programming and providing history and art history lectures for both high school and university programs.

Kara is excited to expand upon the work she began at NSBR by ensuring quality education options for students and families across Louisiana.



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#### The Honorable Michael Williams

Michael Williams has served Texas and the nation in a remarkable and spirited public service career spanning more than 30 years that encompasses significant contributions, ranging from serving as a federal prosecutor with the Department of Justice to leading Texas state agencies, all while breaking racial barriers and providing insightful leadership and thoughtful perspective.

Williams' career has placed him squarely in the role of a number of groundbreaking firsts. He currently is the inaugural Distinguished Leader in Residence at the University of North Texas at Dallas. From 2012-2016, he served as the first black commissioner of the Texas Education Agency, overseeing pre-kindergarten through high school education for more than five million students. And from 1999 - 2011 Williams became the only black American elected to the Executive Branch of the Texas state government as the Texas Railroad (Oil and Gas) Commissioner.

Williams' service as TEA commissioner was one of many Governor Rick Perry appointments, where Williams' talent for cool, effective leadership brought a sense of calm to complicated and potentially turbulent situations. Governor Perry selected Williams as his designee in 2005 to lead Texas' long-term relief efforts following Hurricanes Katrina and Rita and echoed Williams' lead in dealing with the Texas response to the tragedy in Darfur. Williams was also appointed by the Governor to lead numerous other state initiatives, task forces and boards, including the Southern Regional Education Board, the OneStar National Service Commission, the Interstate Compact on Educational Opportunity for Military Children, and the Education Commission of the States.

After earning a Bachelor's, Master's and law degree from the University of Southern California, Williams returned to his hometown of Midland, Texas where he served as an assistant district attorney. Williams' particular talent for prosecuting and winning difficult cases led him to accept an assignment in Washington D.C. as a federal prosecutor at the U.S. Department of Justice, earning the Attorney General's Special Achievement Award for the conviction of six Ku Klux Klan members. Williams prosecuted the KKK cases under the protection of federal agents after receiving death threats.

President George H.W. Bush appointed Williams as Deputy Assistant Secretary for Law Enforcement at the U.S. Department of the Treasury, where Williams exercised policy oversight responsibility for the Federal Law Enforcement Training Center, the U.S. Secret Service, the U.S. Customs Service, the Bureau of Alcohol, Tobacco and Firearms, and the Financial Crimes Enforcement Network.

In 1990, President George H.W. Bush named Williams the Assistant Secretary of Education for Civil Rights at the U.S. Department of Education. He established much of the DOE civil rights policy still in effect today regarding increased investigative resources to issues such as the overrepresentation of minority males in special education, the underrepresentation of females in advanced placement courses, racial harassment on college campuses, and the treatment of limited-English proficient students.

In 1998, Governor George W. Bush appointed Williams to an unexpired term on the Railroad

Commission of Texas, the oldest regulatory body in this state (and worst named state agency in American politics since it has nothing to do with railroads). The three-member commission oversees oil and gas regulation. Texans subsequently elected him to this position in 2000, 2002 and 2008. He became the first Black American in Texas history elected to a position in the Executive Branch of Texas Government.

Williams' parents were dedicated public school teachers, who instilled in their son the importance of community involvement and "paying it forward." Over the years Williams has fulfilled his parents' early humanitarian lessons through the establishment of an endowed scholarship at his alma mater, the University of Southern California, and the ceation and co-sponsorship of Winnovators, a summer camp for 6th through 12th graders to inspire the next generation of scientists, technologists, engineers, and mathematicians. Williams also narrates short stories for children and is a past Honorary State Chairman of Big Brothers Big Sisters of Texas and chairman of the Texas Juvenile Probation Commission.

Williams has followed in his parents' professional educator footsteps as well, having served as an adjunct professor at Texas Southern University, the University of Texas at the Permian Basin, the Texas Wesleyan School of Law and, now, the University of North Texas at Dallas.

No stranger to the challenges and opportunities of business and industry, Williams served on the Board of Directors of both the Midland (1980-1984) and Arlington Chamber of Commerce (1996-1999). He is the outgoing chairman of the Business School Advisory Council at the University of Texas at the Permian Basin.

Upon returning to Texas after his stints in the Reagan and Bush administrations, Williams was of Counsel at Haynes & Boone, LLP where he practiced employment law defense (1993-1996) before becoming the General Counsel of The Wilkins Group, Inc., a Texas information technology company. Today, he is a member of the Board of Directors of the STVT-AAI, Inc., a leader in the field of vocational and technical training.

Williams and his best friend, Donna, have been married 35 years.

#### **Nelsene Peters**

ExxonMobil Retiree
Public and Governmental Affairs
Consultant

#### ExxonMobil Product Solutions

Nelsene Peters retired from ExxonMobil after more than 40 years of service. Prior to retiring she held the role of ExxonMobil North American Mechanical Advisor for the eight ExxonMobil North American refineries.

In her career as an ExxonMobil employee, she held various positions of increasing responsibilities locally in Baton Rouge, La. Additionally, she had a rotation internationally as a Division Manager.

Since her retirement, Nelsene has become active in workforce development as a consultant to ExxonMobil and also in education advocacy. She joined as a member of the Baton Rouge Alliance for Students Parents Academy which is a program focused on unlocking the potential of all students and empowering parents to obtain the right educational program for their student.

Nelsene is devoted to enhancing sustainable standards of excellence for every student and expanding workforce opportunities for every individual. She brings all of her experience to the community which is blend of strategic leadership, incisiveness, inclusiveness, personal humility, respect for enduring ideals and a talent for initiating and managing change.

Nelsene completed her bachelor's degree in Mechanical Engineering from Southern University A &M upon graduation from Scotlandville High School as valedictorian. She is married with four kids and 4 grands. She is an avid reader, line dancer and spends time learning to cook gourmet meals.



# <u>Ashley Griffin Bennett Realtor at Keller</u> <u>Williams Realty Premier Partners</u>

Keller Wiliams Realty Premier Partners



University of Phoenix

Denham Springs, Louisiana, United States Contact info

## **Experience**

Licensed Realtor Keller Wiliams Realty Premier Partners · Part-time Apr 2021 - Present · 2 yrs 7 mos



Realtor
Realtor
Keller Williams Premier Partners
Keller Williams Premier Partners
Apr 2021 - Present · 2 yrs 7 mos
Apr 2021 - Present · 2 yrs 7 mos



Baraynia Robillard
Baton Rouge Area Workforce
Development Manager
ExxonMobil Product Solutions

Baraynia Robillard recently joined the Baton Rouge Public & Government Affairs team as the new area workforce development manager.

She began her career with ExxonMobil in 2007 as a sourcing specialist in Houston. After working in a variety of procurement, supply chain and operations-related assignments with travel across the globe, she relocated to Baton Rouge in 2014. She has served in several roles, including supply chain manager and most recently as contracts and commercial area manager, with oversight of a diverse team of procurement and operational personnel. With a keen passion for developing future leaders and education, she was then named workforce development manager for the Baton Rouge area in November 2022.

Baraynia is profoundly devoted to enhancing sustainable standards of excellence for every student and expanding workforce opportunities for every individual. She brings to this role a unique blend of incisiveness, inclusiveness, intellect, ambition, strategy, personal humility, respect for enduring ideals and a talent for catalyzing change. Committed to "being the change she wants to see," Baraynia has been recognized for her work both in non-profit and for-profit platforms. She has received several awards, including but not limited to YMCA's Volunteer of the Year, Rice University's Outstanding Peer Mentor, ExxonMobil's Global Procurement Circle of Excellence, ExxonMobil's Global Supply Chain Excellence and ExxonMobil's Refinery President's Standard of Business Excellence.

The daughter of Baton Rouge natives, she was raised in Houston and received her bachelor's degree in 2007 from Texas A&M University's Dwight Look College of Engineering. In 2014, she received her master's in business administration from Rice University's Jones Graduate School of Business. Baraynia is an active civic volunteer. She loves spending time with her family and enjoys mentoring, reading, speaking, weightlifting, and traveling.

# Appendix 10\_TFS-LA Bylaws

#### **BYLAWS**

of

#### THIRD FUTURE SCHOOLS—LOUISIANA

Adop	ted	,	2023

#### I. PRINCIPAL AND REGISTERED OFFICES

- 1.1 Principal Office. The principal office of **THIRD FUTURE SCHOOLS--LOUISIANA** (hereinafter referred to as the "Corporation"), shall be located at 450 Laurel Street, 21st Floor, Chase Tower, Baton Rouge Louisiana 70801, Louisiana or at such other place as the Board of Directors shall from time to time designate.
- 1.2 <u>Registered Office</u>. The registered office of the Corporation shall be located at 450 Laurel Street, 21st Floor, Chase Tower, Baton Rouge, Louisiana 70801 or at such other place in East Baton Rouge Parish, Louisiana, as the Board of Directors may from time to time designate. The Corporation shall have and shall continuously maintain in East Baton Rouge Parish, Louisiana, a registered office at such place as may be designated by the Board of Directors.

#### II. COMPOSITION OF THE BOARD OF DIRECTORS

- 2.1 The Board of Directors should consist of members with a diverse set of professional skills and practical work experience in the area of education public/nonprofit and/or for profit administration or operations, community development, finance, and law.
- 2.2 The Board of Directors should be representative of the community(ies) in which the charter school(s) serves.
- 2.3 The Board of Directors shall consist of no more than one person from the same immediate family, as defined by the Louisiana Code of Governmental Ethics.

#### III. BOARD OF DIRECTORS

- 3.1 <u>Powers of Board</u>. The affairs of the Corporation shall be managed by the Board of Directors.
- 3.2 <u>Number of Directors</u>. The number of directors of the Corporation shall be a minimum of three (3) and a maximum of fifteen (15). The number of directors shall be the number elected from time to time by the Board of Directors; provided, however, such number shall never be less than three (3). No decrease in the number of directors shall have the effect of shortening the term of any incumbent director.
- 3.3 <u>Election and Term of Directors</u>. The first Board of Directors of the Corporation shall consist of those three (3) persons named as initial directors in the Articles of Incorporation. Such persons shall hold office until the expiration of their respective terms provided in the Articles of Incorporation, or until their successors are elected and have qualified. Thereafter, at the initial

annual meeting of the Corporation, the Board of Directors shall elect successor directors, such that there are directors elected to serve a term of two (2) years and one (1) year, beginning at the adjournment of that annual meeting and continuing through the expiration of their respective terms, or until their successors have been elected and qualified. At each subsequent annual meeting of the Corporation, the Board of Directors shall elect directors to serve a term of two years beginning at the adjournment of that annual meeting and continuing through the expiration of their respective terms or until their successions have been elected and qualified.

- 3.4 <u>Board Vacancies</u>. Any and all vacancies occurring on the Board of Directors (including any vacancy resulting from an increase in the authorized number of directors or from the failure to elect the full number of authorized directors) shall be filled by the affirmative vote of a majority of the remaining directors, though not constituting a quorum. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office, or until his successor is elected and qualified.
- 3.5 Resignations of Directors. Except as otherwise required by law, any director of the Corporation may resign at any time by giving written notice to the Board or to the President or to the Secretary of the Corporation. Such resignation shall take effect at the time not more than thirty (30) days after such receipt as specified in such notice, or on receipt of the notice if no time is specified. Unless otherwise specified in the notice of resignation, no acceptance of such resignation shall be necessary to make it effective.
- 3.6 Quorum of Directors and Manner of Acting. Unless a greater proportion is required by law or these Bylaws, a majority of the Board of Directors shall be necessary to constitute a quorum for the transaction of business, and the acts of a majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If a quorum is present when a meeting of the Board of Directors is convened, the directors present may continue to do business, taking action by a vote of a majority of a quorum as fixed above, until adjournment, notwithstanding the withdrawal of enough directors who leave less than a quorum as fixed above, or the refusal of any director present to vote. Except as otherwise provided by law or by the Articles of Incorporation or these Bylaws, the acts of a majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board.
- 3.7 <u>Annual Meetings of Directors</u>. The annual meeting of the Board of Directors shall be held, in each year immediately after and at the same place as the annual meeting of the Corporation. Such annual meeting may be held on another date or at another place, pursuant to a resolution of the Board, provided that, at least two (2) days' notice of the new date or place for the annual meeting is given to each director.

Meetings of the Board of Directors shall be scheduled at the annual meeting of the Board of Directors.

Once a charter is granted to the Corporation and is executed by the Board of Directors, as required by the Louisiana Constitution and Open Meetings Law, R.S. 42:4.1 *et seq.* notice of any meeting shall be posted in the central office of the school or schools at least one day prior to the meeting. All such notices shall include an agenda.

- 3.8 <u>Special Meetings of Directors</u>. Special meetings of the directors may be called at any time by any member of the Board of Directors by written notice signed by the President or by a majority of the directors. Special meetings may be held at such place or places within or outside the State of Louisiana as may be designated by the Board of Directors. In the absence of such designation, any such meeting shall be held at such place as may be designated in the notice thereof.
- Notice of Directors' Meetings. Whenever notice is required to be given under any provision of these Bylaws, it shall be in writing and it may be delivered personally or sent by U.S. mail, electronic mail, by telegram, by express delivery service or by electronic facsimile transmission to each director at his address as shown by the records of the Corporation. If notice is given by U.S. mail, such notice shall be deemed to be delivered three (3) days after being deposited in the United States Mail in a sealed envelope so addressed, with postage thereon prepaid. If notice is given by telegram or other commercial message delivery service, such notice shall be deemed to be given on the date delivered. If notice is given electronically, such notice shall be deemed delivered when transmitted by electronic mail or facsimile equipment to the intended recipient's electronic mail address or electronic facsimile number as shown in the records of the Corporation.
- 3.10 <u>Directors' Waiver of Notice</u>. Any director may waive notice of any meeting in writing at any time, either before or after the time notice would have been required and the waiver need not specify the purpose of the business to be transacted at the meeting. Directors present at a meeting shall be deemed to have received due, or to have waived, notice thereof, except where a director participates in the meeting for the express purpose of objecting to the transaction of any business at the meeting on the ground that the meeting is not lawfully called or convened. Except as specifically required by the Articles of Incorporation or these Bylaws, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice, or waiver of notice, of such meeting.
- 3.11 <u>Compensation and Expenses of Directors</u>. The Corporation shall not pay any compensation to directors for their services rendered to the Corporation. The Corporation may reimburse directors for reasonable expenses actually incurred in the performance of their duties to the Corporation.
- 3.12 <u>Honorary Boards and Advisory Committees</u>. The Board may elect or appoint any person to act in an advisory capacity to the Corporation or in an honorary capacity with respect to the Corporation and may create such honorary Boards or advisory committees and appoint to them such persons as the Board deems appropriate in its sole discretion. Persons serving in such advisory and honorary capacities shall not exercise any of the powers granted to the Board of Directors by law or in these Bylaws or in the Articles of Incorporation of the Corporation.
- 3.13 <u>Fiduciary Relationship of Directors</u>. Directors and officers of the Corporation shall be deemed to stand in a fiduciary relationship to the Corporation and its Board of Directors and shall discharge the duties of their respective positions in good faith, and with that diligence, care, judgment and skill which ordinarily prudent men would exercise under similar circumstances in like positions and meetings shall be held as required by law in person.

#### 3.14 General Requirements and Prohibitions.

a. Meetings of the Board of Directors may be virtually, by telephone or in person until a charter is granted to the Corporation and is executed by the Board of Directors. Once a charter is granted to the Corporation and a charter agreement is executed the Board of Directors shall comply with all laws applicable to public charter schools including, but not limited to, the Louisiana Open Meetings Law, the Louisiana Public Records Law, and the Code of Governmental Ethics.

#### IV. COMMITTEES OF THE BOARD OF DIRECTORS

- 4.1 Executive Committee. The Board of Directors may, by resolution adopted by a majority of the directors in office, designate and appoint an Executive Committee to consist of not less than two (2) directors. The Executive Committee shall, to the extent provided in the Board resolution, have and may exercise all of the powers of the Board of Directors in the management of the business and affairs of the Corporation during the intervals between the meetings of the Board, and shall fix its own rules of procedure. Such Executive Committee shall keep a record of its proceedings, which shall from time to time be reported to the full Board of Directors. The designation and appointment of any such Executive Committee and the delegation of authority to the Committee shall not relieve the Board of Directors, or any individual member of the Board of Directors, of any responsibility imposed upon it or him by law. Any vacancy occurring on the Executive Committee shall be filled by the Board of Directors, but the President of the Corporation may designate another director to serve on the Executive Committee pending action by the Board of Directors. The Executive Committee shall hold office during the term of the Board of Directors constituting it, unless otherwise ordered by the Board of Directors.
- 4.2 <u>Committees Other Than Executive Committee</u>. The Board of Directors may, by resolution adopted by a majority of the directors in office, designate and appoint one or more committees, in addition to the Executive Committee, each of which shall include at least two (2) directors. Such committees shall have the duties assigned to them by the Board of Directors in a resolution. Such committee or committees shall have such name or names as may be set in the Articles of Incorporation or these Bylaws, or as may be determined, from time to time, by the Board of Directors. The designation and appointment of any such committee and the delegation of authority to the committees shall not relieve the Board of Directors, or any individual member of the Board of Directors, of any responsibility imposed upon it or him by law. Any vacancy occurring in any such committee shall be filled by the Board of Directors, but the President of the Corporation may designate another director to serve on the committee pending action by the Board.
- 4.3 <u>Minutes of Meetings of Committees</u>. Any committee designated by the Board of Directors shall keep regular minutes of their proceedings and shall report the same to the Board of Directors, when required; but no approval by the Board, of any action properly taken by a committee shall be required.
- 4.4 <u>Procedure</u>. If the Board of Directors fails to designate the chairman of a committee, the President, if a member of such committee, shall be the chairman. Each committee shall meet at such times as it shall determine and at any time on call of the chairman. A majority of a

committee shall constitute a quorum, and the committee may take action either by vote of a majority of the members present at any meeting at which there is a quorum or by written concurrence of a majority of the members. In case of absence or disqualification of a member of a committee at any meeting thereof, the qualified members present, whether or not they constitute a quorum, may unanimously appoint a director to act in place of the absent or disqualified member. The Board of Directors shall have the power to change the members of any committee at any time, to fill vacancies, and to discharge any committees at any time.

#### V. OFFICERS, AGENTS AND EMPLOYEES

- 5.1 Officers. The Officers of the Corporation shall be a President, a Secretary, and a Treasurer. The Officers shall be elected by the Board of Directors at its first meeting and at each annual meeting thereafter unless otherwise provided. The Board of Directors of the Corporation may from time to time elect or appoint other Officers, and such Officers shall have such authority, and shall perform such duties as from time to time may be prescribed by the Board of Directors. In addition to the powers and duties of the Officers of the Corporation as set forth in these Bylaws, the Officers shall have such authority and shall perform such duties as from time to time may be determined by the Board of Directors.
- 5.2 <u>Election and Term of Office</u>. The first officers of the Corporation shall consist of those persons named as initial officers, and such persons shall hold office until the first annual election of officers. Thereafter, a nominating committee which may be comprised of directors and non-directors shall present a slate of officers for Board approval. The Board shall elect officers at each annual meeting of the Board. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be held.
- 5.3 <u>Resignation of Officers</u>. Any officer or agent may resign at any time by giving written notice to the Board of Directors or to the President or to the Secretary of the Corporation. Any such resignation shall take effect at the time of receipt or at such later time as therein specified, not to exceed thirty (30) days. Unless otherwise specified in the notice of resignation, no acceptance of such resignation shall be necessary to make it effective.
- 5.4 <u>Removal of Officers</u>. Any officer or agent may be removed by the Board of Directors with or without cause at any time, without prejudice, however, to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create any contract rights.
- 5.5 <u>Vacancies in Offices</u>. A vacancy in any office may be filled for the unexpired portion of the term by the Board of Directors at any meeting of the Board.
- 5.6 <u>Powers and Duties of Officers</u>. Subject to the authority and control of the Board of Directors, all officers as between themselves and the Corporation shall have such authority and shall perform such duties in the management of the property and affairs of the Corporation as may be provided in these Bylaws or by resolution of the Board of Directors, not inconsistent with these Bylaws, and, to the extent not so provided, as generally pertain to their respective offices.

- 5.7 <u>Chairman meetings</u>. The President shall preside at all meetings of the Board of Directors at which he or she is present and shall perform all duties as may from time to time be assigned to him or her by the Board of Directors. He or she shall be an ex officio member of all committees. He or she shall be, ex officio, a member of all standing committees. The President shall, unless otherwise provided by resolution of the Board of Directors, possess the power and authority to sign all certificates, contracts, instruments, papers and documents of every conceivable kind and character whatsoever in the name of and on behalf of the Corporation, subject to co-signature by the Secretary.
- 5.8 <u>Vice-Chairman</u>. The Board of Directors may elect a Vice-Chairman to serve in the absence of the President.
- 5.9 <u>Secretary</u>. The Secretary shall keep the minutes of all meetings of the Board of Directors in books provided for that purpose and sign, with the President in the name of the Corporation, all contracts when required by law, the Articles of Incorporation, these Bylaws or by contract to do so. The Secretary shall have charge of all such books and papers as the Board of Directors shall direct, all of which shall at all reasonable time be open to the examination of any Director, and in general perform all the duties incident to the office of Secretary, subject to the control of the Board of Directors.
- 5.10 <u>Treasurer</u>. The Treasurer shall have custody of all the funds and securities of the Corporation, endorse checks, notes and other obligations for collection on behalf of the Corporation and shall deposit the same to the credit of the Corporation in such bank or banks or depository or depositories as the Board of Directors may designate; sign all checks of the Corporation subject to any required co-signature; sign all receipts and vouchers for payments made to the Corporation; enter or cause to be entered regularly in the books of the Corporation kept for that purpose, full and accurate accounts of all monies received and paid on account of the Corporation, and whenever required by the Board of Directors shall render statements of such accounts; shall, at all reasonable times, exhibit the books and accounts to any Director of the Corporation, and shall perform all acts incident to the position of Treasurer, subject to the control of the Board of Directors.
- 5.11 <u>Fiduciary Relationship of Officers</u>. Officers of the Corporation shall be deemed to stand in a fiduciary relationship to the Corporation and its Board of Directors and shall discharge the duties of their respective positions in good faith, and with that diligence, care, judgment, and skill which ordinarily prudent men would exercise under similar circumstances in like positions.

#### VI. ADMINISTRATIVE

- 6.1 <u>Fiscal Year</u>. The fiscal year of the Corporation shall be from July1 through June 30 of the following year, unless otherwise determined by the Board of Directors.
- 6.2 <u>Contracts and Other Documents</u>. The Board may, except as otherwise required by law, the Articles of Incorporation or Bylaws, authorize the President of the Corporation to enter into any contract or to execute and deliver any instrument or document on behalf of the Corporation. Such authority may be general or may be confined to specific instances.

- 6.3 <u>Checks, Drafts, Loans, etc.</u> All checks, drafts, loans or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Corporation shall be signed by such officer or agent of the Corporation and in such manner as shall be from time to time determined by the Board of Directors. The Board may delegate its power under this Section 6.3 only to the President and only on such terms as the Board shall prescribe by resolution.
- 6.4 <u>Books and Records</u>. The Corporation shall keep at its registered office at 450 Laurel Street, 21st Floor, Chase Tower North, Baton Rouge, Louisiana 70801: (1) correct and complete books and records of account; and (2) minutes of the proceedings of the Board of Directors and any committee having any of the authority of the Board.
- 6.5 <u>Loans to Directors, Officers, Employees and Agents</u>. No loans shall be made by the Corporation to any of its directors, officers, employees or agents.

#### VII. INDEMNIFICATION AND INSURANCE

- 7.1 The Corporation may, to the extent permitted by law, indemnify any person who was or is a party or is threatened to be made a party to any action, suit or proceeding, whether civil, criminal, administrative or investigative (including any action by or in the right of the Corporation) by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another nonprofit, business or foreign corporation, partnership, joint venture or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful; provided that in case of actions by or in right of the Corporation, the indemnity shall be limited to expenses (including attorneys' fees and amounts paid in settlement not exceeding, in the judgment of the Board of Directors, the estimated expense of litigating the action to conclusion) actually and reasonably incurred in connection with the defense or settlement of such action and no indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Corporation unless and only to the extent that the court shall determine upon application that, despite the adjudication of liability but in the view of all the circumstances of the case, he is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his conduct was unlawful.
- 7.2 To the extent that a director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any such action, suit or proceeding, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

- 7.3 Any indemnification under Section 7.1 (unless ordered by the court) shall be made by the Corporation only as authorized in a specific case upon a determination that the applicable standard of conduct has been met. Such determination shall be made: (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such quorum is not obtainable or a quorum of disinterested directors so directors, by an independent legal counsel, or (iii) by the Board of Directors.
- 7.4 Expenses incurred in defending such an action, suit or proceeding may be paid by the Corporation in advance of the final disposition there of if authorized by the Board of Directors in the manner provided in Section 7.3 above, upon receipt of an undertaking by or on behalf of the director, officer, employee, or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Corporation as authorized in this Article VII.
- 7.5 The indemnification provided by this Article VII shall not be deemed exclusive of any other rights to which the person indemnified may be entitled under any bylaw, agreement, authorization of Board of Directors or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his heirs and legal representative.
- 7.6 The Corporation may procure insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another nonprofit, business or foreign corporation, partnership, joint venture or other enterprise against any liability asserted against or incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the law.
- 7.7 The Corporation shall not, under any circumstances, indemnify any employee, officer, director, or any other person for any expenses, including attorney's fees, incurred in connection with any suit or proceeding brought against the Corporation by such persons.
- 7.8 No director or officer of the Corporation shall be personally liable either to the Corporation or its Board of Directors, if any, for monetary damages for breach of fiduciary duty as a director or officer, provided that such breach does not consist of any of the following:
- (a) breach of the director's or officer's duty of loyalty to the corporation or its Board of Directors;
- (b) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; or
- (c) any transaction from which the director or officer derived an improper personal benefit.

This provision shall be effective to eliminate the personal liability of a director or officer for any act or omission occurring prior to the effective date of this provision.

7.8 If any part of this Article VII shall be found in any action, suit, or proceeding to be invalid or ineffective, the validity and the effectiveness of the remaining parts shall not be affected.

#### 8. AMENDMENT OF BYLAWS

8.1 The Bylaws of the Corporation may be adopted, amended, or repealed by a majority vote of the Board of Directors, present or represented at any regular or special meeting. The notice of any regular or special meeting to consider such amendment shall be distributed to each of the Board of Directors at least ten (10) days prior to such meeting and shall set forth the proposed amendment or a summary of the changes to be made. By a vote of two-thirds (2/3) of the members of the Board of Directors, this ten (10) day notice requirement may be waived.

#### 9. CONFLICT OF INTEREST POLICY

9.1 <u>Purpose</u>. The purpose of the conflict of interest policy is to protect this tax-exempt Corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Corporation or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

The Corporation's directors, officers, agents, committee members, and other representatives of the Corporation shall comply with the Louisiana Code of Governmental Ethics in their entirety where applicable.

- 9.2 <u>Definitions</u>. Definitions for the purpose of this Article IX are set forth as follows:
- a. "Interested Person" shall mean any director, principal officer, or member of a committee with governing Board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.
- b. "Financial Interest" shall mean a person who has, directly or indirectly, through business, investment, or family:
  - i. An ownership or investment interest in any entity with which the Corporation has a transaction or arrangement,
  - ii. A compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement, or
  - iii. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. A financial interest is not necessarily a conflict of interest. Under Section 9.3, a

person who has a financial interest may have a conflict of interest only if the appropriate governing Board or committee decides that a conflict of interest exists.

#### 9.3 Procedures.

- a. <u>Duty to Disclose</u>. In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing Board delegated powers considering the proposed transaction or arrangement.
- b. <u>Determining Whether a Conflict of Interest Exists</u>. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing Board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board or committee members shall decide if a conflict of interest exists.

### c. <u>Procedures for Addressing the Conflict of Interest.</u>

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

#### 9.4 Violations of the Conflicts of Interest Policy.

- a. If the governing Board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing Board or committee determines the member has *Bylaws of Third Future Schools--Louisiana*

failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

- 9.5 <u>Records of Proceedings</u>. The minutes of the governing Board and all committees with Board delegated powers shall contain:
- a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing Board's or committee's decision as to whether a conflict of interest in fact existed.
- b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.
- 9.6 <u>Annual Statements</u>. Each director, principal officer and member of a committee with governing Board delegated powers shall annually sign a statement which affirms such person:
  - a. has received a copy of the conflicts of interest policy;
  - b. has read and understands the policy;
  - c. has agreed to comply with the policy; and
- d. understands the Corporation is educational and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.
- 9.7 <u>Periodic Reviews</u>. To ensure the Corporation operates in a manner consistent with its educational and charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:
- a. whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining; and
- b. whether partnerships, joint ventures, and arrangements with management organizations conform to the Corporation's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.
- 9.8 <u>Use of Outside Experts</u>. When conducting the periodic reviews as provided for in Section 9.7, the Corporation may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing Board of its responsibility for ensuring periodic reviews are conducted.

\* \* \* \* \* \*

# CERTIFICATE OF BOARD OF DIRECTORS MEMBER

I certify that I am the duly elected	and acting Board of Directors Member of the
Corporation and that the foregoing Bylaws of	constitute the Bylaws of the Corporation. These
Bylaws were duly adopted as ofunanimous consent in lieu thereof.	, 2023 by meeting of the Board of Directors or
DATED:, 2023	
	Board of Directors Member

Appendix 11\_Narrative of all finances and sample 5yr budget

#### Third Future Schools - Financial Narrative

**Proposed per pupil expenditures**. Finance is one of the most important areas that demonstrates the true nature of a TFS RSD charter partnership. We know that the RSD wants the assigned turnaround schools' students to be successful and will work with us to ensure that the school(s') students receive the per-pupil funding that other students in the RSD chool system receive. The result of the negotiations with the EBR will be codified in the 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 TFS assigned school(s) will spend no additional money on outside consultants or any company that provides such services. The TFS partnership school(s) will also have a different staffing model and provide its own back-office support. Thus, on the revenue side, the TFS school(s) should receive the funding according to the student allotment estimated calculations in state aid for Per-Pupil General Fund allotments adjusted for bi-annual student attendance counts.

RSD/TFS school(s) 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, EEF grant, IDEA, all state and federal monies, including any other funding that would normally be received by the RSD school(s) 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 EBR costs and fees for services that make more sense to be consolidated at the district level. For example, the EBR/TFS school(s)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 the complexity and nuance of district budgets. This experience makes our team collaborative and balanced. The school system will find us to be willing teammates when making any decisions that impact per-pupil funding.

Notwithstanding the need for collaboration, we have drafted a preliminary budget that shows the expenditures we plan for the partnership schools. This application includes the Prescott Academy budget as an example, as campus expenditures have minimal variability aside from per-pupil amounts and student enrollment. The Prescott sample finances were budgeted for 500 students with state per-pupil revenue estimates.

Sample general budget expenditures are outlined on the following page. We have reasonable placeholders for EBR's required fees and optional services. We will adjust our expenditures based on the actual per-pupil revenue.

#### Additional resources required

Once the contract is signed and we know the actual amount of revenue RSD partnership school(s) will have, we will adjust our budget and ensure it is fiscally sound for the long term. Still, there may be additional start-up costs for the school, such as the purchase of interactive whiteboards (ViewSonics) that we have found to be very helpful in delivering engaging instruction. In those cases, the Network will provide most of those additional resources. At this point, the only other line item we hope to work with the school system is the summer school program, which we call the "Fifth Quarter." Since our summer program starts on around June 21, and because at that point, we would not have received any revenue from the District, we would ask that the District provide us with some additional revenue to conduct this first summer school program.

We suspect that numerous EBR/TFS partnership school students will be able to benefit from additional learning during the summer. The benefits will far outweigh the costs.

Expenditures	
Teacher salaries	2,166,000
Teacher retirement	216,600
Teachers Health Benefits	156,000
Staff stipends (non-athletic)	
Admin and front office salaries	30,000 487,500
Front office retirement	48,750
Front office health benefits	
Front office fleatin perfetts	42,000
	60,000
Purchased Professional Services for special needs	00.000
Contracted Substitutes	20,000
Purchased Services-Instructional Assessments	20,000
Student activities and field trips	30,000
Dyad Program	300,000
After-school activities	40,000
Other after school and events	25,000
Travel	40,000
Shirts	15,000
Instructional Supplies	60,000
Books and Periodicals	30,000
Electronic Media Materials	50,000
Furniture	20,000
Technology Equipment	50,000
Technology Services	30,000
Non-Cap Equipment	20,000
District required services	200,000
District optional services	120,000
Special Ed Costs (Dist. fee)	-
Custodial Contract	150,000
Supplies-Custodial (Dist. Fee)	-
Purchased Services- Legal	20,000
Purchased Services- Audit & Accounting	30,000
Purchased Services other	20,000
Equipment Rental	20,000
Dues and Fees	10,000
Insurance	25,000
Athletics	50,000
Choir and Band	20,000
Fifth Quarter	120,000
Total Expenditures	4,741,850
·	
Revenues over Expenditures	176,790
Beginning Fund Balance	
Ending Funding Balance	176,790
and and any balance	170,790

# **Appendix 12\_Director of Finance Resume\_Cover Sheet**

112 S. Gunnison Ave. • Lake City, CO 81235 • Kerri.Holt@ThirdFuture.org • +1.940.290.4570

#### **Technology and Data Expert**

Over 30 years designing, implementing, managing and troubleshooting systems, applications, hardware, data centers and networks. Expertise in accounting, HR & payroll solutions, grant management, data acquisition, analysis, actionable insights, data visualization, BI tools and performance improvement.

#### **Professional Experience**

Director Finance, Systems & Data, Third Future Schools (2022-Current)

- Provide strategic financial leadership for the organization, overseeing all financial operations, planning, and analysis to drive financial performance and organizational growth.
- Apply expertise in financial analysis, risk management, strategic planning, grant management and regulatory compliance to ensure sound fiscal management.

#### Director of Education Solutions, IPC Global (2017-2019)

 Drove education consulting business as hands-on technical expert delivering data and analytics solutions for school districts and state agencies.

Special Projects, Technology, Information & Financial Solutions Officer, Dallas ISD (2012-2017)

- Led technology and innovation initiatives focused on leveraging data to drive accountability, problem-solving and personalized learning for 160,000 students.
- Managed IT Solutions for Back Office Oracle Financials, Student Information Systems, PeopleSoft etc.
- Managed Accounts Payable, Payroll (22k employees), Budgets (\$2.2T) and all Financial Reporting
- Supported and managed special grant funds. Active public speaker on education reform.

#### Partner, Denouement Labs (2009-2012)

• Drove digital consulting business as hands-on expert focused on real-time business intelligence and digital media solutions for global clients.

#### SVP, Sales & Operations, Corpus & LAB49 (2007-2009)

- Key executive responsible for sales, delivery and operations of \$60M+ global consulting firm.
- Developed strategies, launched new offerings, improved margins, and led sale of LAB49 division at 800% profit.

#### VP Roles, Microsoft, Crossmark/EDS, b-Trade (2000-2007)

- Microsoft: Launched Microsoft Office and infrastructure optimization strategy to global partners.
- Crossmark/EDS: Created retail technology business unit with offerings generating \$9B+ in revenue.
- b-Trade: Grew business 35%, cut costs 50%+, stabilized support for 250K+ customers, drove sale to Click Commerce.

Earlier Experience: Howard Schultz & Assoc. (VP Audit Technology Services), Raymond James (Senior Practice Director), CompUSA (EDI Coordinator), Smith Kline Beecham (Distribution Supervisor)

#### **Education and Skills**

Harvard University - BA Biochemistry & Molecular Biology

Expertise: Analytics, Data Management, Business Intelligence, Accounting, HR, Payroll, Grant Management, Application Development, Project/Operations Management

Technologies: Accounting, HR, Payroll, K-12 School Software, proficiency in many programming languages, data mining, statistical modeling, business intelligence tools (Tableau, Power BI, Qlik), data visualization & analytics