

**WACO INDEPENDENT SCHOOL DISTRICT
SPECIAL MEETING**

**Waco High School
2020 N. 42nd Street
Waco, TX 76710**

Monday, March 30, 2026 - 5:00 PM

A Special Meeting of the Board of Trustees of Waco Independent School District will be held March 30, 2026, beginning at 5:00 PM at Waco High School, 2020 N. 42nd Street, Waco, Texas.

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

Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

AGENDA

1. **Call to Order**
2. **Public Comments on Agenda Items**
3. **Review, Discuss and Take Appropriate Action on Approval of Charter Performance Contract Between Third Future Schools and Waco ISD**
Presenter: Dr. Tiffany Spicer
4. **Adjournment**

If, during the course of the meeting, the Board may lawfully conduct a closed meeting as to all or part of any item on the agenda, then, in accordance with applicable law, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E or Texas Government Code section 418.183(f). The Board shall not conduct a closed meeting unless a quorum of the Board first convenes in an open meeting for which proper notice has been given. Before any closed meeting is conducted, the presiding officer will publicly identify the section or sections of the Open Meetings Act or other applicable law authorizing the closed meeting. All final votes, actions, or decisions regarding any matter deliberated in a closed meeting shall only be taken in open meeting for which proper notice has been given. (See BEC(LEGAL))

Waco Independent School District
Board of Trustees Meeting Agenda Item

Date: March 30, 2026

Contact Person: Dr. Tiffany Spicer

RE: Review, Discuss and Take Appropriate Action on Approval of Performance Contract Between Third Future Schools and Waco ISD

=====
Background Information:

In fall 2025, Waco ISD initiated the process to explore innovative school partnership models aligned to district priorities and aimed at improving student outcomes. As part of this effort, the District developed the foundational structures necessary to support high-quality partnerships, including affirming our priorities, governance expectations, and alignment of board policy to applicable state frameworks for SB 1882.

Following a review and evaluation process, district administration identified Third Future Schools as a potential operating partner for Dean Highland Elementary School and South Waco Elementary School. At the February 2026 Board meeting, the Board of Trustees authorized the administration to proceed with contract negotiations with the recommended partner. Since that time, district administration has worked with Third Future Schools to negotiate and finalize a performance contract, utilizing the Texas Education Agency recommended contract template, outlining the academic, financial, governance, and operational expectations for the partnership.

The performance contract establishes performance goals, accountability measures, and procedural requirements designed to ensure improved student outcomes and operational stewardship. It also defines the respective roles and responsibilities of Waco ISD and the operating partner, including oversight structures, financial management expectations, and conditions for renewal or termination of the agreement.

Approval of this performance contract will allow Waco ISD and Third Future Schools to move forward with pre-opening activities and implementation planning in preparation for the 2026–2027 school year.

Fiscal Implications:

Funding for this partnership will be allocated in alignment with the SB 1882 framework and Waco ISD’s per-pupil funding methodology as defined in the performance contract. Additional financial considerations—including federal program allocations and district-provided services—are outlined within the contract.

Administration Recommendations:

Approve the Performance Contract Between Third Future Schools and Waco ISD as presented.

AGREEMENT BETWEEN WACO ISD AND THIRD FUTURE SCHOOLS

This Agreement (the “Agreement”) is made and entered into as of March 30, 2026 (“Commencement Date”) by and between WACO INDEPENDENT SCHOOL DISTRICT, a public independent school district and political subdivision of the State of Texas, (“WISD”) and THIRD FUTURE SCHOOLS. (“Operating Partner ” or “OP”) (together, the “Parties”) to operate DEAN HIGHLAND ELEMENTARY SCHOOL and SOUTH WACO ELEMENTARY SCHOOL (the “Schools”).

ARTICLE I.

RECITALS

- 1.01 Independent School District. WISD is an independent school district created within the laws of Texas.
- 1.02 Authority to Contract. WISD is a political subdivision of the State of Texas and a legally constituted Independent School District with administrative offices in McClennan County, Texas. The Board of Trustees of WISD is empowered by Sections 11.157 and 11.174 of the Texas Education Code (TEC) to contract with a public or private entity for that entity to provide educational services for the District.
- 1.03 Authority to Contract for Operation of a Campus: Dean Highland Elementary and South Waco Elementary. The OP is Third Future Schools-Texas. It is eligible to receive a charter under TEC Section 12.101(a) and to be designated as an operating OP under TEC Section 11.174, Chapter 12, Subchapter C.
- 1.04 Non-Profit Organization. Third Future Schools-Texas is a not-for-profit organization in current good standing with the State of Texas and federal government, that is exempt from taxation under Section 501(c)(3), Internal Revenue Code of 1986 (26 U.S.C. Section 501(c)(3)). WISD hereby contracts with OP to operate a charter under TEC Chapter 12, Subchapter C, and OP is eligible under TEC §8 11.174 and 12.101(a) to operate the Schools.
- 1.05 Charter Granted and Term of Charter. On the Commencement Date, WISD hereby grants the OP a charter in accordance with and under TEC Chapter 12,

Subchapter C, specifically §12.0522. This is an in-district charter granted pursuant to TEC § 12.0522(c), such that this Agreement is not subject to the 15% limit described in TEC § 12.0522(c). WISD and OP shall ensure that all necessary action is taken to ensure that the charter is properly authorized under TEC Chapter 12, Subchapter C. A charter granted under TEC Chapter 12, Subchapter C begins on July 1, 2026, and expires on June 30, 2029, in accordance with TEC § 12.0531.

- 1.06 Consultation. WISD has consulted with campus personnel regarding provisions to be included in this Agreement. WISD recognizes that rights and protections afforded by current employment contracts or agreements shall not be affected by this Agreement.
- 1.07 Consideration. In consideration of the mutual agreements set forth in this Agreement, and for other good and valuable consideration, the Parties agree as follows:
- 1.08 WISD Board Policy ELA. The Parties acknowledge and agree that the WISD Board Policy ELA (LEGAL) and ELA (LOCAL) apply to this Agreement and hereby incorporate its provisions. To the extent of any conflict between this Agreement and WISD Board Policy ELA, the terms of this Agreement shall control. WISD Board Policy ELA is attached to this agreement as Addendum A-1.

ARTICLE II.

PURPOSE OF AGREEMENT

- 2.01 Contract for Services. This Agreement constitutes a contract for services through which OP will serve WISD's interests and strategic vision by achieving successful execution of the responsibilities delegated to it through this Agreement.
- 2.02 Premise of Agreement. This Agreement is predicated on understanding that students benefit when decisions regarding educational programs, operations, and student services are made at the school level and that autonomy and accountability are mutually reinforcing principles.
- 2.03 Student Achievement. The sole purpose of this Agreement is to improve student outcomes by authorizing OP to operate the Schools as an autonomous campus subject to transparent accountability requirements, which are set by

TEC Chapters 39 and 39A. The provisions of this Agreement shall be construed and applied to achieve this purpose.

2.04 OP Assumption of School Operations. The Parties intend for OP to assume operations of the Schools beginning in the 2026-2027 academic year in accordance with all provisions of this Agreement.

ARTICLE III.

DEFINED TERMS

- 3.01 Schools. In addition to the meaning as definition above in this Agreement as “Dean Highland Elementary and South Waco Elementary,” “Schools” has the meaning assigned in the Texas Administrative Code §97.1051(3) and includes all components of the operation of the campus, including, without limitation, the grade levels served, the courses taught, the instructional materials, staffing, budgetary allocations, scheduling, transportation and other services, and the other responsibilities associated with school operation.
- 3.02 Facilities. Facilities are defined as a building and related equipment, furnishings, and property improvements, including any athletic fields and related improvements, and the land on which the building and related improvements are located as more fully defined in in Article XI and displayed in Addendum 7.
- 3.03. Material Breach. A “material breach” of this Agreement shall include the failure of a Party to comply with or fulfill any material obligation, condition, term, representation, warranty, provision, or covenant contained in this Agreement, including without limitation any failure by OP to meet generally accepted fiscal management and government accounting principles, comply with Applicable Law, state agency rule, or meet the student outcome goals required by this Agreement.
- 3.04 Applicable Law. "Applicable Law" means all state and federal laws, rules, regulations, and administrative and judicial determinations and decisions that govern the performance of this Agreement, as they currently exist or as they may be adopted, amended, or issued during the Term of this Agreement, as more fully described in Article V. below.

ARTICLE IV.

RELATIONSHIP OF THE PARTIES

- 4.01 Nature of Relationship. The relationship between the Parties hereto shall be that of contracting parties. OP will operate as an independent contractor to WISD and will be responsible for delivering the services required by this Agreement. The relationship between and among the Parties was developed and entered into through arms-length negotiations and is based solely on the terms of this Agreement and such contracts and agreements as may be created in the future from time to time between the Parties and reduced to writing.
- 4.02 No Agency. Neither Party will be the agent of another except to the extent otherwise specifically provided by this Agreement. Neither Party has the express or implied authority or will in any case represent to third parties, and will whenever needed disclaim to such parties, any ability to bind the other Party to any duty imposed by contract, other than this Agreement, unless the Party on which such duty is to be inferred has specifically authorized such action at a meeting of that Party's governing board held in accordance with the Texas Open Meetings Act (appearing in minutes of such meeting) and as agreed in writing by that Party.
- 4.03 No Common Control. Neither Party is a division, subsidiary, affiliate, or any part of the other Party or has the right or authority to exercise any common control of any other Party. Nothing herein will be construed to create a partnership or joint venture by or between WISD and OP.
- 4.03 Assurance of Independence. The OP's governing body shall remain independent of the District. OP's governing body shall not be composed of any members of the District's Board of Trustees, the District's Superintendent, or any staff member responsible for procuring, negotiating or administering this Agreement. Further, no member of OP's governing body is or will be related within the first degree of affinity or consanguinity with any members of the WISD's Board of Trustees, Superintendent, or any staff member responsible for procuring, negotiating, approving or administering this Agreement.

ARTICLE V.

APPLICABLE LAWS

- 5.01. Scope of Applicable Law. The Parties agree that certain laws and regulations that apply to other schools within WISD may not apply to the Schools or its operation as a consequence of the grant of a campus charter under Texas Education Code, Chapter 12. Additionally, the Schools continue to be exempt from any law or regulation from which WISD is exempt under the terms of its Local Innovation Plan adopted under Texas Education Code Section 12A.005. The Parties further agree that, except as provided in this Agreement or required by Applicable Law, no provision of Texas law otherwise applicable to a governing body or school, or rule or guideline, shall apply to the Schools or its operation.
- 5.02. Compliance with Applicable Law. The Parties shall perform their respective obligations under this Agreement in compliance with all laws and regulations that do apply to the Schools or its operation (collectively, "Applicable Law"), as may be amended from time to time. The Parties stipulate that Applicable Law includes, but is not limited to, Title VI of the Civil Rights Act of 1964, as amended; Title VII of the Civil Rights Act; Title IX of the Education Amendments of 1974; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Americans with Disabilities Act; the Individuals with Disabilities in Education Act; the Family Educational Rights and Privacy Act of 1974 ("FERPA"); the Every Student Succeeds Act to the extent specified in the Act; the Texas Education Code to the extent the Schools is not exempt; record retention laws and conflicts of interest laws under the Texas Local Government Code; the Texas Local Government Code, to the extent it applies to school districts; the Texas Open Meetings Act and Texas Public Information Act under the Texas Government Code; and any amendments, interpretations, and reauthorizations of the foregoing.
- 5.03. Immunity. Nothing contained in this Agreement shall be read to generally waive the immunity granted by federal or state law, Texas Education Code Chapter 22, Subchapter B, and Texas Education Code, Chapter 12, Subchapter C or available under common law to either Party.

ARTICLE VI.

GOVERNING POLICIES

- 6.01. Limitation on Authority. An educational or administrative service necessary for operation of the Schools not specifically reserved for provision by WISD under this agreement shall be provided and solely managed by OP insofar as such delegation is permitted by state and federal law. A service is provided by OP if

OP performs the service, contracts for its performance, or otherwise ensures and oversees provision of the service.

- 6.02. District Board Policy Election. OP shall operate in accordance with the Districts Charter Policy specified in Addendum A-1, as it currently exists or as it may be amended, so long as any such amendment does not constitute a Material Breach of this Agreement. If both Parties agree that an amendment amounts to a Material Breach, then the Parties may agree to operate under a prior (non-amended) policy so long as the prior policy is in compliance with the then-current Applicable Laws. If there is any conflict between any provision of this Agreement and the District's Charter Policies, the provision of this Agreement shall prevail.
- 6.03. Adoption and Publication of Schools Policies. OP shall have the initial, final, and sole decision in adopting policies applicable to the School campus and Facilities. All policies adopted by the OP shall comply with Applicable Law. OP shall provide drafts of proposed policies or proposed amendments to policies currently in effect to the District for review and comment no later than sixty (60) days prior to the meeting at which the policies are to be considered for adoption or amendment. OP shall publish adopted policies and WISD's Board Policies applicable by law or by election under this agreement on the School's website.
- 6.04. Future Waivers and Exemptions. Pursuant to 19 TAC§ 97.1075(d)(6), the Schools is exempt from laws and rules to the fullest extent allowed by TEC, Chapter 12, Subchapter C, and is exempt from all District policies except for laws, rules, and policies that are specifically identified as applicable to the Schools in this Agreement and/or incorporated by reference herein or in an agreed written amendment. The Parties will collaborate in applying for waivers from any restrictions imposed by Applicable Law when it is jointly determined that such waiver would expand opportunities for students enrolled in the Schools Campus. If the District is exempted from compliance from certain state or federal law or regulation through a waiver, adoption, or amendment of a local innovation plan under Chapter 12A, Texas Education Code, the waiver shall also apply to the Schools and is automatically relieved from compliance regardless of whether such relief is addressed in this Agreement. Further, if a waiver from a local policy, procedure, protocol, or other requirement is granted to another school in the District that serves students at the same grade levels offered at the Schools, and the policy is not waived by this Agreement, the waiver applies to the Schools unless the District notifies the Schools otherwise in writing within sixty (60) days of the waiver's application to the other schools).

ARTICLE VII.

PERFORMANCE REQUIREMENTS

- 7.01 Student Outcome Goals. The primary responsibility of OP under this Agreement is to ensure that the annual performance outcome goals described in Addendum 9A and specified in Addendum 3 are achieved.
- 7.02 Performance Measurement, Methods, and Timeline. The Parties agree that achievement of annual student academic and financial performance targets agreed upon by the Parties and specified in Addendums 9A and 3 will be determined using the methods, indicators, and timelines specified.
- 7.03 Performance Consequences. The Parties agree to specific, material consequences in the event that the operating party does or does not meet the annual academic or financial performance expectations and goals described in Addendum 9A and 3.
- 7.04 Responsibilities of OP Governing Board. The governing board of OP agrees that it is responsible for ensuring that OP achieves performance goals specified in Addendum 3 and is obliged to oversee management of the Schools and intervene as required to ensure that performance goals are achieved.
- 7.05 Monitoring Performance. The District shall retain the right to monitor the performance of the Schools and OP as required by Addendum 9A and 3.
- 7.06 Performance Evaluation. The District will cooperate with OP to exchange student and campus information in order to facilitate program evaluation. OP will submit a program evaluation plan detailing methodology and analysis procedures to the District. The plan will be reviewed and approved by the District prior to implementation. Before any student data is shared. OP will enter into a Data Sharing Agreement, Addendum 11, with the District outlining access, storage, use, and destruction of protected student information.
- 7.07 Performance Reporting. OP will submit a report to the Superintendent on a recurring basis of three times annually (BOY, MOY, EOY) that includes results on performance and financial outcomes under Addendum 9A and 3 and responses and plan to address any deficiencies noticed in the performance outcomes or identified by District staff as part of monitoring performance. The beginning of the year report should clearly articulate plans to address financial, academics and discipline performance goals. The mid-year and end--of-the-year

report will both provide updates on any previously noted deficiencies. The end-of-the-year report will detail program implementation and participation as well as available short- and long-term outcomes. The end-of-the-year report should also provide an overview of campus expenditures, staffing overview, and any other data the OP believes would be necessary to understand the current progress of this partnership.

ARTICLE VIII.

SCHOOL OPERATIONS

- 8.01. Operational Autonomy. OP shall have full and sole autonomy with respect to Schools operations. Domains of autonomy specified in this Agreement are intended as illustrative and do not represent an exhaustive listing.
- 8.02. Governing Structure. Subject to the terms of this Agreement, the governing board of OP will serve as the governing board of the Schools, will oversee management of the Schools, and has sole authority to hire and manage the Schools leader and to set the terms and conditions of the Schools leader's employment.
- 8.03. Governing Board. OP represents that a true and accurate list of its current directors ("Directors") is attached to this Agreement as Addendum 4. If there is any change to the Directors during the Term of this Agreement, OP shall provide notice to WISD of the change within 30 days.
- 8.04. Budgetary Authority of OP. OP has sole authority to approve or amend the budget for the Schools.
- 8.05. Grade Levels. Beginning in the 2026-2027 school year the Schools will serve students in grade levels Pre-Kindergarten through Fifth Grade. OP shall not serve any other grade level or eliminate any grade level at the Schools without the written consent of the District.
- 8.06. Attendance Area. Each of the schools included in this agreement have existing attendance areas and that ("Attendance Area") shall be defined as the area designated in Addendum 5A to this agreement subject to TEC §12.065.
- 8.07. Enrollment Policies. Any student who resides in the Attendance Zone of the district campus as it existed before the operation of the district campus under

this contract may attend the Schools and may not be refused enrollment. If there are additional spots remaining then they shall be filled by the students who reside in the district and then filled by students who reside outside the school district. The Parties will collaborate and agree on a process for enrollment of students into the Schools.

- 8.08 Discipline and Expulsion Policies. OP shall implement student discipline, suspension, and expulsion policies in compliance with Applicable Law, including, but not limited to, applicable provisions of TEC Chapter 37. OP will utilize and align with the District's student discipline policies and practices including for placement of students in the Disciplinary Alternative Education Program ("DAEP") and expulsion. OP shall re-admit students placed in the District's DAEP after completion of their disciplinary assignment or re-admit students after completion of their expulsion order. DAEP placement is an optional service offered through this Agreement and included in Addendum 9B. OP shall abide by all Applicable Laws regarding due process and concerning the discipline of students with disabilities.
- 8.09 Schedule. OP will have sole authority in determining the school day, school year, bell schedule, schedule for before and after-school services and for extra-curricular activities. OP agrees to provide this information to WISD no later than 60 days before start of school and to confer with WISD prior to altering. To the extent transportation is provided by WISD, the WISD Transportation Department will determine what services can be provided based on the OP proposed schedule. If WISD is unable to provide transportation, OP must provide transportation service.
- 8.10 WISD Meetings, Initiatives, and Training. OP staff will not be required to participate in WISD training events or other meetings unless directed by OP. OP agrees that all Schools staff will comply with training requirements under Applicable Law. OP will have sole authority to determine professional development activities or programs for Schools staff.
- 8.11 Contractor Criminal History Background Checks. OP will require criminal history background checks on all vendor and contractor personnel who enter the Schools or any WISD campus or building.
- 8.12 Technology Infrastructure; Network Services. WISD shall be responsible for providing, repairing, and maintaining, technology infrastructure and network services at the Schools to the extent reasonably necessary to permit OP to establish connection to the OP Network, if needed, at the Schools of a standard that is reasonably comparable to other WISD schools. WISD will provide internet and phone services at the Schools of a standard reasonably comparable

to other WISD schools. OP will be responsible for routine on-campus technical support and servicing of any equipment purchased and owned by OP. OP shall provide WISD with a list of equipment purchased and will collaborate for consistency between the WISD standard equipment and needs of the Schools. The initial information technology equipment located at the Schools as of the commencement of the Term is included in the defined term Furnishings under Article 11.

- 8.13 Media Requests. OP shall have primary responsibility for managing and responding to media inquiries and communications related specifically to the Schools. Notwithstanding the foregoing, the Parties acknowledge the importance of maintaining a consistent and unified message to staff, parents, and the broader community.

Accordingly, OP and WISD agree to collaborate in good faith on communications concerning the Schools as further outlined in Addendum 9A. OP shall coordinate with WISD's communications team to develop co-authored master communications documents, as appropriate, to ensure alignment in messaging. In the event of unique, sensitive, or unexpected situations, including but not limited to emergencies or significant media inquiries, OP shall promptly coordinate with WISD's communications team prior to issuing any response. The Parties agree that, with respect to media requests or press releases specifically concerning the Schools, neither Party shall respond to media inquiries or issue public statements without prior consultation and mutual approval from the other Party. This coordination and approval requirement shall not apply to routine or general communications by either Party about its own operations, programs, or initiatives, even if such communications include incidental references to the Schools, provided such references are not the primary subject of the communication.

- 8.14 Communications with Parents. The Parties agree to jointly approve a protocol for communications with students' parents within sixty (60) days of the execution of this Agreement. The OP agrees to continue use of Parent Square as the primary parent communication tool.

ARTICLE IX.

STAFFING

- 9.01 Employment. OP is under no obligation to hire or contract with any person currently employed or contracted by the District in any capacity. Faculty and staff

of the School, including, but not limited to, the School Principal, other administrators, teachers, and teaching assistants that are hired by OP are employees of OP and not of the District. The Parties acknowledge and understand that employees of OP are not subject to the District's compensation and benefits plan or contract or rights under personnel policies or procedures and that OP has sole authority over hiring, assignment, evaluation, development, advancement, compensation, continuation, and all other terms of employment with respect to OP's responsibilities detailed in this Agreement and in accordance with OP's personnel policies.

9.02 Criminal History Background Checks. Unless OP elects to purchase as a service from the District, OP shall perform all criminal history background checks required by Applicable Law, including without limitation those required for School personnel, applicants, vendors, contractors, and volunteers and shall take action required by law upon completing the background check. OP and the School's employees shall adhere to the laws set forth in Chapter 22, Subchapter C, Texas Education Code and 19 Texas Administrative Code § 153 Subchapter DD. OP shall notify the District of any unlawful conduct or criminal misconduct discovered by or reported to the School's Principal or other OP official immediately but not later than within three (3) business days of notice. Failure to report to District as set forth in this District shall constitute a Material Breach and allow District to terminate this Agreement, in accordance with Article IV and Section 9.11 of this Agreement. OP shall comply with any subsequent investigation by the District as OP understands that the District is bound by the reporting requirements of TEC § 21.006 and 22.087. Additionally, OP agrees that the District's Superintendent or designee may investigate and report any educator misconduct of a District employee that he or she believes in good faith may be subject to sanctions under 19 Administrative Code, Chapter 249 and/or Chapter 247, Educators' Code of Ethics.

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

9.04 Employment Records. OP shall be responsible for the formal documentation of the work performance of their respective employees. OP shall collaborate with the District to provide information to the District's Human Resources Director or other designee regarding the work performance of any District employees assigned to the School. OP is responsible for maintaining employment records and will grant WISD access to all employment records for monitoring and compliance purposes.

9.05 Employee Complaints and Grievances. The Parties agree that employee complaints and grievances will be governed by the applicable policy of his or her employer.

9.06 Non-Solicitation. Both parties agree to the practices outlined in Addendum 9A not to hire any employee from the other Party without first conducting a reference check with the employee's current supervisor (or Human Resources Department, if preferred by supervisor), and until it receives written confirmation that the employee has been released from any contractual obligations with the other Party. For lateral hires, both Parties agree to make a good faith effort to hire any staff members making a lateral (same/similar position) transfer across organizations within a mutually agreed upon transfer window. This window will be set together annually for the coming school year before June 30. If a lateral transfer opportunity falls outside of the transfer window and while the employee is under current contractual obligations to its current employer, the current employer must determine whether to release the employee's contractual obligation. Such release shall not be unreasonably withheld. For promotions, both Parties agree to make every good faith effort to hire staff applying for a promotion across organizations within the mutually agreed upon transfer window. If a promotion opportunity falls outside of the transfer window, both Parties agree to work together to ensure that the transition does not unnecessarily negatively affect student learning. Nothing in this paragraph alters the nature of the ongoing relationship between any employee and his/her employer.

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

9.08 Child Abuse Reporting: All District and OP employees working at the Schools shall comply with all Applicable Law governing mandatory child abuse and neglect reporting, including but not limited to mandatory reporting requirements stated in the Texas Family Code, Chapter 261.

ARTICLE X.

ACADEMIC PLAN

10.01 Curriculum and Program. OP will have sole authority to approve all curriculum decisions beyond the minimum requirements outlined in 19 Texas Administrative Code §74.2 (relating to Description of a Required Elementary Curriculum) or §74.3 of this title (relating to Description of a Required Secondary Curriculum), lesson plans, instructional strategies, and instructional materials, as defined in TEC, §31.002(1), to

be used at that campus. This authority includes sole authority over educational programs for specific, identified student groups, such as gifted and talented students, students of limited English proficiency, students at risk of dropping out of school, and other statutorily defined populations.

- 10.02 Educational Plan or Academic Model. OP will implement the education plan or academic model described in its proposal to operate the Schools, attached as Addendum 6. The OP will include in the plan or model the vision for the Schools, including its culture, curriculum, assessment program, instructional strategies, talent recruitment and management strategies, professional development activities or programs, evidence that the aforementioned strategies and programs can be effective with the student population served at the Schools, and the management routines and practices to be implemented by the OP in managing the staff and academic programs at the Schools. OP will ensure that curriculum satisfies the minimum requirements outlined in 19 TAC §74.2 (relating to Description of a Required_requirements outlined in §74.2 of this title (relating to Description of a Required Elementary Curriculum) or §74.3 of this title (relating to Description of a Required Secondary Curriculum). OP agrees to notify WISD of any significant alteration of this plan within 10 days.
- 10.03 Selection of Instructional Materials. OP has sole authority to select instructional materials (as defined in TEC, §31.002(1)) for the Schools and represents that selected materials will align with the TEKS, or its successor, and any other standards that may be required under Applicable Law.
- 10.04 Assessments. OP has sole authority over the selection and administration of student assessments not required by state for federal law.
- 10.05 Extracurricular Programming and Participation. Students enrolled at the Schools may join any extra-curricular activity offered to WISD students to the same extent as other students so long as participation does not interfere with the schedule, tutorials, or other parts of the Program as determined by the OP Principal and so long as such participation adheres to the rules and guidance of the University Interscholastic League.
- 10.06 Student Behavior. Students enrolled at the School will be required to follow the OP's Student Code of Conduct as presented in its proposal to operate the School. OP agrees to notify the District of any modification of its Student Code of Conduct in writing at least sixty (60) days in advance of implementation. OP may independently provide for alternative placement at its expense. OP agrees that it will not modify student removal or expulsion provisions without consent of the

District; provided, however, that such consent shall not be unreasonably withheld or delayed. OP agrees that a student shall not be suspended or expelled from the School for attendance or academic performance reasons.

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

ARTICLE XI.

FACILITIES

- 11.01 Facilities. WISD shall provide Facilities, in the form such facilities were dedicated to use by the School during the 2025-2026 school year, including classrooms, office furniture, equipment, and storage areas for the School. Prior to the Possession Date, as defined by Paragraph 13.03 below, the District and OP shall conduct a walk-through of the Facilities, during which OP may designate which furniture, equipment, and supplies shall be removed by the District. WISD shall honor any such request within thirty (30) calendar days. Facilities do not include classroom materials (e.g., books, notepads, pencils, etc.) or any other resources needed to deliver the School's academic curriculum. OP shall maintain all portions of the School in a safe, neat and orderly manner. The parties may expand or reduce the amount of space allotted to use by OP during the term as mutually determined and agreed upon by the parties.
- 11.02 Ownership. The Parties acknowledge that all Facilities are owned by WISD. Nothing in this Agreement conveys an ownership interest in any form to real or personal property of the Facilities or premises in favor of OP which any claim of ownership interest OP disclaims in full.
- 11.03 Permitted Use. Beginning on July 1, 2026 ("Possession Date"), and during the Term of this Agreement, OP may use and occupy the Facilities solely for the operation of the School as permitted by this Agreement and Applicable Law. To the extent OP wishes to use the Facilities for educational activities, separate from the School but associated with its educational purposes, OP shall seek approval from WISD, and such approval shall not be unreasonably denied; provided, however, that OP will remain responsible for all costs incurred by the District for such further use of the Facilities. Any use of the Facilities by any other individual, group, or organization shall be governed by the WISD's facilities use policies.

- 11.04 Furniture and Equipment for Classrooms and Instructional Areas. In consultation with OP regarding the furniture and equipment needs of the OP classrooms, WISD will supply chairs, desks, bookcases, bookshelves, file cabinets, computer tables, conference tables, and other furniture as reasonably required for the OP Schools. Such furniture and equipment will be substantially the same as furniture and equipment provided in other classrooms for the same grade level and/or same subject at WISD. OP also may furnish other furniture, fixtures, and equipment, at its cost and expense, as OP determines is required to implement the Program. The title to all furniture and equipment supplied by WISD for use by OP remains vested in WISD. OP and WISD will ensure that all property is asset tagged to clearly identify ownership. Each organization shall maintain an inventory list of all of its assets located at the school.
- 11.05 Fixtures and Alterations. OP may attach non-permanent materials and fixtures to the walls of the WISD classrooms but may not make any other alterations (including fixtures) in or to the OP classrooms or any other part of the WISD facilities used by OP for OP that would alter the walls, floors, or any other permanent structure of the WISD Premises without written consent of WISD.
- 11.06 Janitorial Services. OP shall contract with WISD for janitorial services to the area used by OP and ensure that the area is cared for in the same manner and at the same level as for the remainder of WISD.
- 11.07 Maintenance. OP shall maintain the Schools classrooms and any other portion of the WISD Premises, such as office space and storage area used exclusively for OP in a neat and orderly manner through contracted services. Both Parties shall comply with the Applicable Laws regarding standards of safety and health of students. WISD shall be responsible for routine maintenance and major repairs of the OP Schools including upgrades, HVAC equipment, roof repairs, and parking lot repairs. WISD shall maintain all other portions of the OP Schools in a neat and orderly manner.
- 11.08 Insurance Coverage. Each Party, at its own expense, will maintain its own insurance throughout the Term of this Contract. The insurance required under this Contract shall be as follows:
- a) Comprehensive or commercial general liability insurance for not less than \$1,000,000 (combined single limit for bodily injury and property damage per occurrence and in the aggregate). Each Party may elect to carry what other insurance that Party decides is necessary or advisable for its obligations under this Contract. Such insurance will be written to

cover claims incurred, discovered, manifested, or made during or after the Term:

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

Neither Party will be responsible for the negligence or liability of the other Party.

11.09 Surrender of the Facilities. On the termination of this Agreement, OP shall leave the Facilities in good condition and repair. OP shall return and surrender to WISD all keys, security access cards, mail box keys, and keys to interior doors and improvements that were provided to the OP by WISD. The obligations under this Section shall survive the termination of this Agreement.

11.10 Forfeiture for Breach of Contract. It is mutually understood and agreed that any material failure by OP to perform under this Agreement that remains uncured after receipt of ten (10) day's written notice shall be considered a material breach and default. In addition to any other remedy afforded WISD by law or this Agreement, WISD is entitled upon material breach to an order of forfeiture authorizing WISD to hold, maintain, lease, sell or otherwise dispose of the Facilities as defined by this Agreement.

ARTICLE XII.

FINANCIAL MATTERS

12.01 Determination of Funding Allocation. Compensation to OP for eligible students is based primarily on the weighted average-daily-attendance (WADA) allocation received by WISD for students enrolled in the Schools and actual student attendance. For the 2026-2027 school year, ("Initial Year"), OP shall be paid by WISD according to the base student allotment designed by the State for WISD of \$6,215.00 per student plus weights for special education, bilingual (English Language Learners), gifted and talented and career and technology, per school year based on a 180-day school year and based upon actual student counts adjusted after each six-weeks grading period. State

Comp Ed revenue is explicitly excluded. OP shall additionally be paid a share of any other allotments received by the district (including the instructional materials allotment) in proportion to the number of students enrolled at the Schools. Title I-IV and IDEA-B will be provided on a reimbursement basis after submission of proof of payment for purchases. The TEA restricted indirect cost rate will be deducted from all federal funded revenue and retained by the District. Proof of payment includes the invoice, cancelled check, and general ledger payment documentation. Federal funds (EDGAR) require purchases to be pre-approved by the Grant Manager. Since Waco ISD will be the Grant Manager, proposed purchases must be submitted to the WISD prior to purchase. Charter facilities revenue will be paid at ninety percent (90%). Ten percent (10%) will be withheld for financial management. Transportation allotment per mile is retained by the district, as well as e-Rate revenue and Child Nutrition revenue. The budget for the first year of operation of the Schools is included as Addendum 8.

- 12.02. Distribution of Funding Allocation. The allotment shall be paid in monthly installments on the *15th* day of each month during the term, commencing on August 15, 2026. Payments shall be issued on a monthly basis, over an eleven month period, based initially on a projected first-year enrollment of 1,000 students total at both campuses at an estimated 95% attendance rate, an estimated 25% LEP students, and an estimated 93.72% economically disadvantaged. Revenue projections will be updated every six weeks using PEIMS data entered into the Summary of Finance template, and monthly payments will be adjusted accordingly. The *11th* payment shall not be withheld for more than 45 days, and if WISD is unable to determine the final actual weights within 45 days after the *11th* payment is initially due, it shall make such payment based on the weights from the 5th six weeks PEIMS data; any adjustment determined thereafter shall be paid to OP upon such determination if warranted, or shall be withheld in the first payment of the subsequent school year if the final determination indicates an overpayment based on actual weights. The final payment in the final year will be adjusted for damages exceeding normal wear and tear. In the event that the *15th* shall fall on a Saturday or Sunday, payment shall be made on the following Monday. In the event that the *15th* shall fall on a holiday, payment shall be made on the preceding day or preceding Friday as applicable.
- 12.03 Limitations. Payment shall be issued contingent on current ADA and FTE records (as applicable) in balance ten (10) days after receipt of the monthly invoice for the periods covered in this Agreement, and submitted to WISD. In no case shall WISD be obligated to pay any amount for students not included

in the District's eligible ADA count to the Texas Education Agency. Notwithstanding any terms herein to the contrary, WISD's obligation to compensate OP is expressly subject to the receipt, adjustment, or modification of funds by WISD from the State of Texas specifically allocated for those eligible students in attendance at OP. In the event that such funding is not received or reduced, WISD shall not be obligated to OP in any amount, and OP may terminate this Agreement, and any prior payments made by WISD shall be retained by OP in consideration of and as payment for educational services provided to the date of such termination. This section shall not be construed to relieve WISD of any responsibility or obligation to OP if WISD fails to receive funding as a result of a failure by WISD or its agents or contractors to fulfill requirements necessary for securing funding from the State of Texas.

- 12.04 Procedure for Initiating Payment. By *March 31* of any calendar year, OP shall submit its projected enrollment for the upcoming school year to WISD, which shall use that projected enrollment to calculate the revenue for the monthly payments for the first six weeks; thereafter, actual PEIMS figures will be used to modify the revenue amount after each six-week grading period. For the second and subsequent years of Schools' operation, attendance rates and percentages of LEP and economically disadvantaged students shall be calculated based on actual current year PEIMS figures.
- 12.05. Refund upon Termination. In the event of termination prior to the full term of this Agreement, OP agrees to refund to WISD within ninety (90) days of the date of termination all advanced but unearned funds.
- 12.06 Federal and State Grants. In addition to the funding described above, OP may also be eligible for Federal entitlement grants, such as Title I, as approved by the Federal granting agencies and the State. Such funding must be spent as approved and designated by Federal and State agencies. OP admits knowledge of and agrees that WISD's obligation hereunder for payment of Federal and/or State grants is limited to and expressly subject to receipt of any funds from the Texas Education Agency. In the event WISD is ever required to refund any funds received from TEA specifically designated for any Federal or State grant program, then it is understood and agreed that OP shall be liable for and shall refund such amounts received. Title I-IV and IDEA-B will be provided on a reimbursement basis after submission of proof of payment for purchases. The TEA restricted indirect cost rate will be deducted from all federal funded revenue and retained by the District. Proof of payment includes the invoice, cancelled check, and general ledger payment documentation. Federal funds (EDGAR) require purchases to be

pre-approved by the Grant Manager. Since Waco ISD will be the Grant Manager, proposed purchases must be submitted to the WISD prior to purchase.

- 12.07 Contracting, Purchasing and Procurement. OP may establish school-level systems for obtaining, contracting with, and paying its vendors for goods it acquires and services it provides under this Agreement. OP will ensure compliance with applicable state and federal contracting and payment, as well as the Waco ISD terms for federal funds stated in this document. OP reserves the right to contract for any services it deems beneficial in operation of the Schools. WISD shall have no legal obligations and no liability whatsoever associated with contracts entered into by OP and any third party.
- 12.08 Accounting and Audits. OP shall comply with generally accepted fiscal management and accounting principles. In addition to any audits required by Applicable Law, OP shall submit to WISD within 180 days following the end of each fiscal year during the Term of this Agreement financial statements audited by an independent certified public accountant. OP agrees to comply with all rules, regulations, ordinances, statutes, and other laws, whether local, state or federal, including, but not limited to, all audit and other requirements of the Single Audit Act of 1984. In the event an audit occurs and any expenditures relating to this Agreement are disallowed, OP agrees to reimburse WISD immediately for the full amount of such.

ARTICLE XIII.

RECORDS AND REPORTING

- 13.01 Records Management System. OP shall implement a records management system that conforms to the system required of school district under the Local Government Records Act, Section 201.001 *et seq.*, Local Government Code, and rules adopted thereunder; provided, however, that records subject to audit shall be retained and available for audit for a period of not less than five (5) years from the latter of the date of termination or renewal of the contract. OP shall prepare and maintain records relating to the students and the Schools in accordance with the District's record requirements and PEIMS requirements to include demographic data, test scores, discipline records, attendance, staffing levels, and other appropriate information. OP shall ensure the Schools has an on-site PEIMS coordinator to input and manage the PEIMS records, data, and reporting requirements. To the extent necessary, the PEIMS coordinator shall receive training from

the District in order to input and manage any TEA and District record requirements. OP understands that WISD must have access to student, administrative, and educational records in order to effectively participate in this Agreement. OP agrees to provide WISD employees access to all student, administrative, and educational records in order to monitor and evaluate the Schools and its program. WISD may request those financial records necessary to verify that state funds are being used in accordance with this Agreement. OP also agrees to allow WISD employees and officials access to facilities provided such WISD representatives do not unreasonably hinder or interfere with OP's provision of educational services or other operations. To the extent that OP or the WISD come into possession of student records and information, and to the extent that OP and WISD are involved in the survey, analysis, or evaluation of students incidental to this Agreement, both Parties agree to comply with all requirements of the Family Educational Rights and Privacy Act and the Texas Public Information Act.

- 13.02 State and Federal Reporting. OP shall report timely and accurate information to WISD as necessary for WISD to comply with all applicable state and federal requirements. OP shall report information in the manner requested by WISD and correct any demonstrable errors as requested by WISD.
- 13.03 Lawful Disclosure. The Parties agree to comply with all requirements of the FERPA and the Texas Public Information Act ("TPIA"). In the event that the District is required to furnish information or records of the Schools pursuant to the TPIA, OP shall furnish such information and records to the District, and the District shall have the right to release such information and records. Either OP or the District may object to disclosure of information and records under FERPA or the TPIA.

ARTICLE XIV.

INTELLECTUAL PROPERTIES

- 14.01 Proprietary Materials. To the extent applicable, each of the Parties shall own its own intellectual property including without limitation all trade secrets, know-how, proprietary data, documents, and written materials in any for many materials created exclusively by the District for the Schools shall be owned by the District, and any materials created exclusively by OP for the Schools shall be OP's proprietary material, regardless of the funding source used to create such material. The Parties acknowledge and agree that neither has

any intellectual property interest nor claims in the other Party's proprietary materials. Notwithstanding the foregoing, materials and work product jointly created by the Parties shall be jointly owned by the Parties and may be used by the individual Party as may be agreed upon by both Parties from time to time.

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

ARTICLE XV.

INSURANCE

15.01 Insurance Coverage. OP shall secure and keep in force during the Term of this Agreement commercial general liability insurance coverage, including contractual coverage, automobile liability insurance coverage, and sexual misconduct and molestation coverage, with minimum liability limits of \$1,000,000 per occurrence, with a \$2,000,000 annual aggregate. WISD is to be named as an additional insured under such coverage for any liability arising, directly or indirectly, under or in connection with this Agreement, or with regard to the operations of the Schools or any event arising therefrom. WISD shall maintain casualty insurance on the Facilities and on its personal property and commercial general liability coverage applicable to any services it provides at the Schools, in substantially the same manner as it maintains such insurance with respect to other WISD schools. OP shall also maintain (a) broad form casualty coverage for all personal property located or used at the Schools, including the Furnishings, which coverage shall be on a full replacement value basis, and (b) worker's compensation insurance to the extent required by the laws of the State of Texas. Any deductible or other similar obligation under OP's insurance policies shall be the sole obligation of OP and shall not exceed \$25,000. Notwithstanding the foregoing requirement regarding insurance coverage, WISD shall have the right to self-insure part or all of said insurance coverage in WISD's sole discretion. In the event WISD elects to self-insure all or any part of any risk that would be insured under the policies and limits described above, and an event occurs where insurance proceeds would have been available but for the election to

self-insure, WISD shall make funds available to the same extent that they would have been available had such insurance policy been carried.

- 15.02 Form of Policies. All of OP's insurance policies shall be issued by insurance companies qualified to operate in Texas and otherwise reasonably acceptable to WISD. Such policies shall name WISD, and such other related parties as WISD elects, as additional insureds. Evidence of insurance shall be delivered to WISD before the Possession Date, and thereafter within thirty (30) days prior to the expiration of the term of each such policy, or immediately upon OP's obtaining a new policy. Such coverage may be maintained under a blanket insurance policy of OP.
- 15.03 Evidence of Insurance. Upon request, a Party will furnish a certificate of insurance to the other Party evidencing the required coverage within thirty (30) days after the Possession Date of this Agreement and annually thereafter. Each Party will provide to the other Party notice of any cancellation or material adverse change to such insurance within thirty (30) days of such occurrence.
- 15.04 Cooperation. To the extent that it is reasonably practicable, each Party will comply with any information or reporting requirements required by any of the other Party's insurers.
- 15.05 Insurance Companies. All insurance coverage described in this Article shall be obtained from companies that are authorized to do business in the State of Texas.
- 15.06 Responsibility. Nothing in this Agreement shall make either Party responsible for negligence or liability of the other Party.

ARTICLE XVI.

TERM AND TERMINATION

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

- 16.02 Termination by Mutual Consent. This Agreement may be terminated at any time by mutual written agreement of OP and WISD if termination is effective no sooner than the end of the then current school year, unless otherwise agreed to by the Parties in a written termination agreement.
- 16.03 Termination for Cause. Either Party may terminate this Agreement if the other Party fails to remedy a Material Breach of this Agreement within sixty (60) days after written notice by the non-breaching Party of such Material Breach; provided, however, that if the breach would affect the safety or well-being of a student or students and is not reasonably capable of being cured, then no such notice and opportunity to cure shall be required.
- 16.04 Termination Related to Academic or Financial Performance. WISD may terminate this Agreement, without penalty, cost, or liability as a result of the OP's failure to meet the academic and financial performance goals defined in Addendum 3, in the manner prescribed by this agreement. Termination under this paragraph shall be effective at the end of the current school year so long as written notice of such termination is provided no later than (30) days after the receipt of the Commissioner of Education's academic ratings or the determination of student outcome goals.
- 16.05 Termination Right to a Public Hearing. WISD may not terminate this Agreement if the school successfully achieves the student outcome goals specified in Addendum 3, attached, without a public hearing at least (30) days prior to any district action to terminate the contract.
- 16.06 Change in Applicable Law. If any change in Applicable Law that is enacted after the Effective Date could reasonably be expected to have a material adverse effect on the ability of any Party to carry out its obligations under this Contract, the Parties shall renegotiate the Agreement in good faith to resolve the matter. If the Parties cannot reasonably negotiate the Agreement within sixty (60) days of the change in Applicable Law, then either Party may terminate this Agreement without penalty to either Party.
- 16.07 Termination Related to Closure of Schools. If the campus is ordered closed by the Texas Education Agency, or if the WISD's Board of Trustees votes to close the school, the Agreement will immediately cease at the end of the academic year or upon the date of closure, whichever comes first.
- 16.08 Termination Related to Defunding. Either Party may terminate this Agreement if the funding associated with this Agreement is no longer

available. Termination related to defunding shall not be effective before the end of the current school year.

ARTICLE XVII.

Service-level Agreements

- 17.01 OP Authority. The OP has sole decision-making authority regarding the delivery of any service related to transportation, food services, janitorial, security, or related services. OP may, at its sole discretion, choose to purchase one or more services from WISD, including student transportation, child nutrition, services for special populations, library, counseling, facilities maintenance, temporary alternative programs, and other services at a cost jointly approved annually. The cost of such services will be agreed upon at a per-pupil amount, per-square foot amount, per-campus amount, or as a percentage of the total district budget for the service and are set forth in Addendum 9, attached. If OP operates more than one campus within WISD, the services and terms of purchases may vary for each school. The WISD will not and cannot require the OP to use any WISD provided services without the consent and agreement of the OP.
- 17.02 Individual Service Pricing. WISD agrees to publish annually a service menu and price list for all services. Prices will be actual prices that the WISD service costs for WISD schools based on previous year exact expenditures and current costs.

ARTICLE XVIII.

GENERAL AND MISCELLANEOUS

- 18.01 Entire Agreement. This agreement, including all referenced attachments and terms incorporated by reference contains the entire agreement of the parties. All prior representations, understandings, and discussions are merged into, superseded by and canceled by this contract.
- 18.02 Severability. If any provision of this contract is determined by a court other tribunal to be unenforceable or invalid for any reason, the remainder of the contract shall remain in full force and effect so as to give effect to the intent of the parties to the extent valid and enforceable.

- 18.03 Waiver. No waiver of any provision of this Agreement will be effective unless in writing, nor will such waiver constitute a waiver of any other provision of this Agreement, nor will such waiver constitute a continuing waiver unless otherwise expressly stated.
- 18.04 Venue and Jurisdiction. OP and District agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Waco, Texas. Any action or proceeding to enforce the terms of this Agreement or adjudicate any dispute arising out of this Agreement shall be brought in a court of competent jurisdiction in McClennan County or in the United States District Court for the Western District of Texas, Austin Division.
- 19.05 Governing Law. The laws of the State of Texas, without regard to its conflict of law's provisions, will govern this Agreement, its construction, and the termination of any rights, duties, obligations, and remedies of the Parties arising out of or relating to this Agreement.
- 19.06 Assignment. Except as otherwise provided in this Agreement, neither Party may assign or delegate any rights or obligations under this Agreement without the prior written consent of the other Party.
- 19.07 Headings and Captions. The headings and captions appearing in this Agreement have been included only for convenience and shall not affect or be taken into account in the interpretation of this Agreement.
- 19.08 Competition. OP, its subsidiaries, and/or its related entities shall not fund or operate any educational institution in the District's Attendance Area during the Term of this Agreement unless such educational institution is authorized by the District.
- 19.09 Days. Any timeline in this Agreement referencing "days" shall mean business days on which the District is open for school as set forth in its school calendar unless otherwise clearly stated.
- 19.10 Notice. Any notice or communication required or permitted hereunder shall be given in writing, sent by (a) personal delivery, or (b) expedited delivery service with proof of delivery, (c) United States mail, postage prepaid, registered or certified mail, or (d) via facsimile, telegram or e-mail, address as follows:

If to the OP:
Zach Craddock
Third Future Schools Superintendent
431 Sable Blvd. Aurora, CO 80011

If to the District:
Tiffany Spicer, Superintendent
501 Franklin
Waco, TX 76701

19.11 Force Majeure. If the performance of this Agreement or any obligations hereunder is prevented by reason of epidemic, pandemic, earthquake, hurricane, fire, flood or other casualty, or due to strikes, riot, storms, explosions, acts of God, war, terrorism, governmental or court order, or a similar occurrence or condition beyond the reasonable control of the Parties, the Party so affected shall, upon giving prompt written notice to the other Party, be excused from such performance during the period of prevention. Notice must specifically reference this section and identify the start date and predicted or known end date of the Force Majeure preventing performance. To the extent that this Agreement cannot be continued due to Force Majeure, the termination provisions set forth in Section 16.02 shall apply.

Entered into this ____ day of _____, 20__

By: _____
Superintendent of Schools, Waco ISD

By: _____
Waco ISD, Board President

By: _____
CEO, Third Future Schools

By: _____
Board President, Third Future Schools

ADDENDUM REFERENCE

Addendum 1: [WISD Charter Policy](#)

Addendum 2: [Board Adopted Schools Policies](#)

Addendum 3: Student Outcome and Financial Performance Goals

- A. [Dean Highland Elementary](#)
- B. [South Waco Elementary](#)

Addendum 4: [OP Governing Board](#)

Addendum 5: Schools Attendance Zones

- A. [PDF Map](#)
- B. [Transfer Policy Summary](#)

Addendum 6: [OP Charter Application](#)

Addendum 7: [Facility Plan](#)

Addendum 8: Funding Allocations & First Year Budget

- A. [Funding Allocations Methodology](#)
- B. [First Year Budget Dean Highland Elementary](#)
- C. [First Year Budget South Waco Elementary](#)

Addendum 9: WISD Terms and Menu of Services

- A. [Term Sheet](#)
- B. [Individual Service Pricing](#)

Addendum 10: [Teacher Incentive Allotment Implications](#)

Addendum 11: [Data Privacy Sharing Agreement](#)