

BOARD OF TRUSTEES
Regular Meeting and Public Hearing: Financial Integrity Rating System of Texas (FIRST)
Report Agenda
December 17, 2024
5:30 PM

The Board of Trustees of the Midland Independent School District will attend the following Regular Meeting and Public Hearing: Financial Integrity Rating System of Texas (FIRST) Report on December 17, 2024, beginning at 5:30 PM at
Bowie Fine Arts Academy
805 Elk Avenue
Midland, Texas 79701.

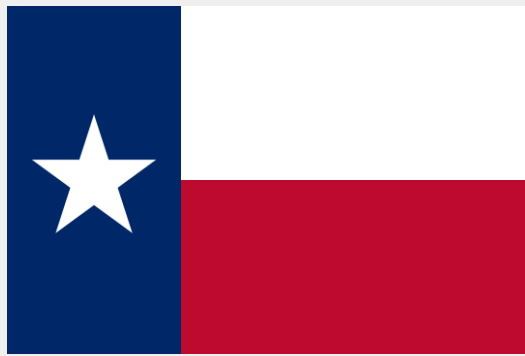
**Please note that the District may add or remove agenda items up until 72 hours prior to the meeting. Pursuant to the Texas Open Meetings Act the District must publicly post this notice and agenda 72 hours prior to the meeting.*

Public Forum: Participants must register to speak in person by 5:25 p.m. on the day of the meeting.

1. Call to Order - Roll Call
2. Verification of Compliance with Open Meeting Law - this is to certify that the provisions of Section 551.001 of the Texas Government code have been met in connection with public notice of this meeting.
3. Moment of Silence



I pledge allegiance to the Flag of
the United States of America, and
to the Republic for which it stands,
one Nation under God, indivisible,
with liberty and justice for all.



Honor the Texas flag; I pledge
allegiance to thee, Texas, one state
under God, one and indivisible

4. Pledge to the US Flag and Texas Flag
 - A. Alamo Junior High
 1. Principal Courtney Miller
 - a. Pledge Leaders: Andrew Groves and Jessie Westphalen
 - B. Vision of Midland ISD - Educating the Future with Excellence
 - C. Mission of Midland ISD - All Students will Graduate College, Career, or Military Ready
5. Public Forum
6. Public Hearing
 - A. Financial Integrity Rating System of Texas (FIRST) Report
Presenter: Tucker Durham

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Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: December 17, 2024

Presented By: Tucker Durham, Chief Financial Officer

Subject: Financial Integrity Rating System of Texas (FIRST) Report

Public Hearing

Executive Summary:

In 1999, the Texas Education Agency developed the Schools Financial Integrity Rating System of Texas (FIRST) reporting in response to Senate Bill 875 of the 76th Legislature. The goal is to achieve quality performance in managing the district's financial resources. The report provides transparency to the public in anticipation of future financial solvency for a school district. Each school district must prepare and distribute an annual financial management report, and the public is allowed to comment on the report at a public hearing. This must be completed within two months of receiving the final financial accountability rating. The annual financial management report must include the district's financial performance rating provided by the Texas Education Agency (TEA) based on its comparison with indicators established by the Commissioner of Education for the state's Financial Accountability system and additional financial information.

On August 27th, the district submitted an appeal letter to TEA related to the four-point deduction attributed to our liability account, in which the district must show our required annual recapture payment since the district is a July 1st fiscal year but remits the payment on August 15th. At the beginning of November, the district received a determination letter from TEA regarding the 2023-2024 FIRST Rating appeal. After the appeal panel reviewed the district's official appeal letter, the panel provided the commissioner a recommendation of their decision. The commissioner denied the district's appeal and the final rating for the 2023-2024 FIRST is an A for superior with a total of 96 points. This marks the seventh consecutive year of superior ratings for the district.

Contact Person:

Tucker Durham, Chief Financial Officer

Enclosure:

Annual Financial Management Report Regarding the District FIRST Rating

Financial Integrity Rating System of Texas (FIRST)

Midland ISD
Annual Financial Management Report
2023-2024
(Based on Fiscal Year 2022-2023)

Midland Independent School District
School FIRST
Notice of Public Meeting

NOTICE OF PUBLIC MEETING
TO DISCUSS
MIDLAND INDEPENDENT SCHOOL DISTRICT
STATE FINANCIAL ACCOUNTABILITY RATING

The Board of Trustees of the Midland Independent
School District will hold a public meeting at 5:30 pm.
Monday, December 17, 2024, in the auditorium of
the

James Bowie Fine Arts Academy, 805 Elk Avenue, Midland, Texas.

The purpose of this meeting is to discuss Midland ISD's rating through the state
Financial Accountability System (FIRST) - Financial Integrity Rating System of Texas.

Introduction

Passed during the 77th regular session of the Texas Legislature (2001), Senate Bill 218 requires each Texas school district to prepare an annual financial accountability report on the District's Schools FIRST (Financial Accountability Rating System of Texas) rating. Many business-related issues are covered in this report and the District must hold a public meeting to discuss the report.

Since its inception, the FIRST rating has been modified several times to reflect changes in legislation and serve as a better measurement of a district's financial position. The rating system has been reduced from an original 22 indicators to currently 21 indicators. Other changes included measurements based on student performance have been removed to focus strictly on financial matters. In addition, six disclosures are now required along with the report; 1) the Superintendent's employment contract, 2) reimbursements received by the Superintendent and Board members, 3) outside compensation and/or fees received by the Superintendent for professional consulting and/or other personal services, 4) gifts received by the executive officer(s) and Board members (and first degree relatives, if any), 5) business transactions between the school district and Board members, 6) additional information that the district's board of trustees deems useful.

The District's Schools FIRST rating is based upon budgetary and actual financial data along with an analysis of staff and student data reported for the 2022-2023 fiscal year. This information is submitted through the District's annual PEIMS (Public Education Information Management System) submissions. TEA issued the preliminary financial accountability ratings for the 2022-2023 fiscal year in August 2024. The District's rating of "Passed" with an "A = Superior" is included in this report.

The financial accountability rating of the District is based on its overall performance on certain financial measurements, ratios, and other indicators established by the Commissioner of Education with the financial accountability rating worksheet. This worksheet was developed by representatives of the Texas Education Agency (TEA), the Texas Business & Education Council (TBEC), the Comptroller's office and the Texas Association of School Business Officials (TASBO). The worksheet consists of 21 indicators, each weighted with numeric values with the exception of the Critical Indicators. A "No" response to one of the Critical Indicators 1-4 will automatically result in a rating of Substandard Achievement, giving these four indicators high importance.

Included in this report is the Rating Report received from TEA used in determining the District's score, an explanation of each of the Indicators, and the required disclosures.

MIDLAND INDEPENDENT SCHOOL DISTRICT
FINANCIAL INTEGRITY RATING SYSTEM OF TEXAS (FIRST)

Based on Data from Fiscal Year Ended June 30, 2023



#	Criteria Description	2022-2023	
		Yes/No	Score
1	Was the complete annual financial report (AFR) and data submitted to the TEA within 30 days of the November 27 or January 28 deadline depending on the school district's fiscal year end date of June 30 or August 31, respectively?	Yes	N/A
2	Was there an unmodified opinion in the AFR on the financial statements as a whole?	Yes	N/A
3	Was the school district in compliance with the payment terms of all debt agreements at fiscal year end?	Yes	N/A
4	Did the school district make timely payments to the Teachers Retirement System (TRS), Texas Workforce Commission (TWC), Internal Revenue Service (IRS), and other government agencies?	Yes, Ceiling Passed	N/A
5	Was the total net position in the governmental activities column in the Statement of Net Position (net of accretion of interest for capital appreciation bonds, net pension liability, and other post-employment benefits) greater than zero?	Yes, Ceiling Passed	N/A
6	Was the average change in (assigned and unassigned) fund balances over 3 years less than a 25 percent decrease or did the current year's assigned and unassigned fund balances exceed 75 days of operational expenditures?	Yes, Ceiling Passed	N/A
7	Was the number of days of cash on hand and current investments in the general fund for the school district sufficient to cover operating expenditures (excluding facilities acquisition and construction)?	Yes	10
8	Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt?	Yes	6
9	Did the school district's general fund revenues equal or exceed expenditures (excluding facilities acquisition and construction)?	Yes	10
10	This indicator is not being evaluated.	Not Rated	10
11	Was the ratio of long-term liabilities to total assets for the school district sufficient to support long-term solvency?	Yes	10
12	What is the correlation between future debt requirements and the district's assessed property value?	Yes	10
13	Was the school district's administrative cost ratio equal to or less than the threshold ratio?	Yes	10
14	Did the school district not have a 15 percent decline in the students to staff ratio over 3 years (total enrollment to total staff)?	Yes	10
15	This indicator is not being evaluated.	Not Rated	5
16	Did the comparison of Public Education Information Management System (PEIMS) data to like information in the school district's AFR result in a total variance of less than 3 percent of all expenditures by function?	Yes, Ceiling Passed	N/A
17	Did the external independent auditor report that the AFR was free of any instance(s) of material weaknesses in internal controls over financial reporting and compliance for local, state, or federal funds and free from substantial doubt about the school district's ability to continue as a going concern?	Yes, Ceiling Passed	N/A
18	Did the external independent auditor indicate the AFR was free of any instance(s) of material noncompliance for grants, contracts, and laws related to local, state, or federal funds?	Yes	10
19	Did the school district post the required financial information on its website in accordance with Government Code, Local Government Code, Texas Education Code, Texas Administrative Code and other statutes, laws and rules that were in effect at the school district's fiscal year end?	Yes	5
20	Did the school district's administration and school board members discuss any changes and/or impact to local, state, and federal funding at a board meeting within 120 days before the district adopted its budget?	Yes, Ceiling Passed	N/A
21	Did the school district receive an adjusted repayment schedule for more than one fiscal year for an over-allocation of Foundation School Program (FSP) funds because of a financial hardship?	Yes, Ceiling Passed	N/A
TOTAL SCORE (Total Possible = 100)			96

Rating Criteria: Passing Score = 60 or more and "Yes" to Indicators 1, 2A, 3, 4 and 5.

- A = Superior; Score of 90-100
- B = Above Standard; Score of 80-89
- C = Meets Standard; Score of 60-79
- F = Substandard; Score < 60

TEA 2023-2024

Rating:

A

Superior

**2023 – 2024
BASED ON 2022-2023
SCHOOL YEAR DATA
INDICATORS**



Financial Integrity Rating System of Texas

2023-2024 RATINGS BASED ON 2022-2023 SCHOOL YEAR DATA INDICATOR TEST 1

Name:	MIDLAND ISD (165901)
Indicator:	Was the complete annual financial report (AFR) and data submitted to the TEA within 30 days of the November 27 or January 28 deadline depending on the school district's fiscal year end date of June 30 or August 31, respectively?
Status:	Passed
Last Updated:	4/19/2024 6:26:22 PM

FORMULA

Field	Value
Date Received	2023/11/20
<= Due Date (Fiscal Year End + Deadline in Days After Fiscal Year End)	2023/12/27

RESULT DETERMINATION REFERENCE

This indicator will be considered PASSED if the audit report was on time or filed within 30 days of the deadline.

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Financial Integrity Rating System of Texas

2023-2024 RATINGS BASED ON 2022-2023 SCHOOL YEAR DATA INDICATOR TEST 2

Name:	MIDLAND ISD (165901)
Indicator:	Was there an unmodified opinion in the AFR on the financial statements as a whole? (The American Institute of Certified Public Accountants (AICPA) defines unmodified opinion. The external independent auditor determines if there was an unmodified opinion.)
Status:	Passed
Last Updated:	4/19/2024 6:26:22 PM

FORMULA

Field	Value
Unmodified Opinion	<input type="text" value="true"/>

RESULT DETERMINATION REFERENCE

This indicator will be considered PASSED if the district received an unmodified opinion in the AFR.

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Financial Integrity Rating System of Texas

2023-2024 RATINGS BASED ON 2022-2023 SCHOOL YEAR DATA INDICATOR TEST 3

Name:	MIDLAND ISD (165901)
Indicator:	Was the school district in compliance with the payment terms of all debt agreements at fiscal year end? (If the school district was in default in a prior fiscal year, an exemption applies in following years if the school district is current on its forbearance or payment plan with the lender and the payments are made on schedule for the fiscal year being rated. Also exempted are technical defaults that are not related to monetary defaults. A technical default is a failure to uphold the terms of a debt covenant, contract, or master promissory note even though payments to the lender, trust, or sinking fund are current. A debt agreement is a legal agreement between a debtor (= person, company, etc. that owes money) and their creditors, which includes a plan for paying back the debt.)
Status:	Passed
Last Updated:	4/19/2024 6:26:22 PM

FORMULA

Field	Value
Not Default Disclosures	false

RESULT DETERMINATION REFERENCE

This indicator will be considered PASSED if there were no disclosures in the annual financial report and/or other sources of information concerning default on debt agreements.

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Financial Integrity Rating System of Texas

2023-2024 RATINGS BASED ON 2022-2023 SCHOOL YEAR DATA INDICATOR TEST 4

Name:	MIDLAND ISD (165901)
Indicator:	Did the school district make timely payments to the Teachers Retirement System (TRS), Texas Workforce Commission (TWC), Internal Revenue Service (IRS), and other government agencies? (If the school district received a warrant hold and the warrant hold was not cleared within 30 days from the date the warrant hold was issued, the school district is considered to not have made timely payments and will fail critical indicator 4. If the school district was issued a warrant hold, the maximum points and highest rating that the school district may receive is 95 points, A = Superior Achievement, even if the issue surrounding the initial warrant hold was resolved and cleared within 30 days.)
Status	Passed
Ceiling	Passed
Last Updated:	4/19/2024 6:26:22 PM

FORMULA

Field	Value
Timely Payments to Government Agencies	<input type="text" value="true"/>

CEILING FORMULA

Field	Value
Warrant Hold Issued	<input type="text" value="false"/>

RESULT DETERMINATION REFERENCE

This indicator will be considered PASSED if the district made timely payments to the TRS, TWC, IRS, and other government agencies.

CEILING DETERMINATION

This indicator will be considered PASSED for the Ceiling if the district was not issued a warrant hold.



Financial Integrity Rating System of Texas

2023-2024 RATINGS BASED ON 2022-2023 SCHOOL YEAR DATA INDICATOR TEST 5

Name:	MIDLAND ISD (165901)
Indicator:	Was the total net position in the governmental activities column in the Statement of Net Position (net of accretion of interest for capital appreciation bonds, net pension liability, and other post-employment benefits) greater than zero? (If it is not, the maximum points and highest rating that the school district may receive is 79 points, C = Meets Standard Achievement, unless the school district has an increase of students in membership over 5 years of 7 percent or more or 1,000 or more students in membership. If the school district has an increase of students in membership over 5 years of 7 percent or more or 1,000 or more students in membership, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)
Ceiling:	Passed
Last Updated:	4/19/2024 6:26:22 PM

FORMULA

Field	Value	Percent Variance
(
(
Total Net Position	350,450,048	
+ Accretion of Interest for Capital Appreciation Bonds	273,373	
+ Net Pension Liability	88,037,514	
+ Net Other Post-Employment Benefits	43,130,126	
)		
>	0	
)		
And		
(
No matter what below conditions are	true	
Or		
(
(
2022-2023 Total Membership	27,728	
- 2018-2019 Total Membership	26,133	
)		
/		
2018-2019 Total Membership	26,133	
>=	Threshold for Five-Year Percent Increase in Students	0.07
)		
Or		
(
Change in Students	1,595	6.1
>=	Threshold for Five-Year Numerical Increase in Students	1,000
)		
)		
Mathematical Breakdown: 481,891,061 > 0 And (true Or 0.061 >= 0.07 Or 1,595 >= 1,000)		

RESULT DETERMINATION REFERENCE

<p>1. This indicator will be considered PASSED if the following CONDITION is TRUE: The sum of Total Net Position, Net Pension Liability, and Net Other Post-Employment Benefits in the governmental activities column in the Statement of Net Position and Accretion of Interest for Capital Appreciation Bonds is greater than zero.</p> <p>2. If the CONDITION above is not TRUE and: a. The school district <u>did not</u> have an increase of students in membership over 5 years of 7% or more or 1,000 or more students, the maximum points and highest rating that the school district may receive is 79 points, C = Meets Standard Achievement. b. The school district had an increase of students in membership over 5 years of 7% or more or 1,000 or more students, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.</p>
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Financial Integrity Rating System of Texas

2023-2024 RATINGS BASED ON 2022-2023 SCHOOL YEAR DATA INDICATOR TEST 6

Name:	MIDLAND ISD (165901)
Indicator:	Was the average change in (assigned and unassigned) fund balances over 3 years less than a 25 percent decrease or did the current year's assigned and unassigned fund balances exceed 75 days of operational expenditures? (If the school district fails indicator 6, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)
Ceiling:	Passed
Last Updated:	4/19/2024 6:26:22 PM

FORMULA

Field	Value
(
(
(
2020-2021 Assigned and Unassigned Fund Balances	170,876,078
-	
2019-2020 Assigned and Unassigned Fund Balances	152,863,904
)	
/	
2019-2020 Assigned and Unassigned Fund Balances	152,863,904
)	
+	
(
(
2021-2022 Assigned and Unassigned Fund Balances	189,453,315
-	
2020-2021 Assigned and Unassigned Fund Balances	170,876,078
)	
/	
2020-2021 Assigned and Unassigned Fund Balances	170,876,078
)	
+	
(
(
2022-2023 Assigned and Unassigned Fund Balances	219,944,821
-	
2021-2022 Assigned and Unassigned Fund Balances	189,453,315
)	
/	
2021-2022 Assigned and Unassigned Fund Balances	189,453,315
)	
)	
/	
>=	
3	
Threshold for Three-Year Percent Change in Fund Balances	-0.25
Or	
2022-2023 Assigned and Unassigned Fund Balances	219,944,821
>	
(
(
2022-2023 Total Expenditures	428,278,048
-	
2022-2023 Capital Outlay	1,686,233
)	
/	
365	
*	
75	
)	
Mathematical Breakdown: 0.1292 >= -0.25 Or 219,944,821 > 87,655,852.3973	

RESULT DETERMINATION REFERENCE

CEILING DETERMINATION

This indicator will be considered PASSED for the Ceiling if the average change in fund balances over 3 years had less than a 25 percent decrease or the current year's assigned and unassigned fund balances exceed 75 days of operational expenditures.



Financial Integrity Rating System of Texas

2023-2024 RATINGS BASED ON 2022-2023 SCHOOL YEAR DATA INDICATOR TEST 7

Name:	MIDLAND ISD (165901)
Indicator:	Was the number of days of cash on hand and current investments in the general fund for the school district sufficient to cover operating expenditures (excluding facilities acquisition and construction)? See ranges below in the Determination of Points section.
Result/Points	10
Last Updated:	4/19/2024 6:26:22 PM

FORMULA

Field	Value
(
(
Cash and Equivalents	11,863,968
+	
Current Investments	369,391,799
)	
/	
(
Total Expenditures	428,278,048
-	
Facilities Acquisition and Construction	1,686,233
)	
)	
*	365
Mathematical Breakdown: 326,2096	

RESULT DETERMINATION REFERENCE

DETERMINATION OF POINTS					
10	8	6	4	2	0
>=90	<90 >=75	<75 >=60	<60 >=45	<45 >=30	<30

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Financial Integrity Rating System of Texas

2023-2024 RATINGS BASED ON 2022-2023 SCHOOL YEAR DATA INDICATOR TEST 8

Name:	MIDLAND ISD (165901)
Indicator:	Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt? See ranges below in the Determination of Points section.
Result/Points	6
Last Updated:	4/19/2024 6:26:22 PM

FORMULA

Field	Value
Current Assets	497,082,089
/ Current Liabilities	202,804,407
Mathematical Breakdown: 2.451	

RESULT DETERMINATION REFERENCE

DETERMINATION OF POINTS					
10	8	6	4	2	0
≥ 3.00	$< 3.00 \geq 2.50$	$< 2.50 \geq 2.00$	$< 2.00 \geq 1.50$	$< 1.50 \geq 1.00$	< 1.00

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Financial Integrity Rating System of Texas

2023-2024 RATINGS BASED ON 2022-2023 SCHOOL YEAR DATA INDICATOR TEST 9

Name:	MIDLAND ISD (165901)
Indicator:	Did the school district's general fund revenues equal or exceed expenditures (excluding facilities acquisition and construction)? If not, was the school district's number of days of cash on hand greater than or equal to 60 days? See ranges below in the Determination of Points section.
Result/Points	10
Last Updated:	4/19/2024 6:26:22 PM

FORMULA

Field	Value
(
Total Revenue	491,293,659
/	
(
Total Expenditures	428,278,048
-	
Facilities Acquisition and Construction	1,686,233
)	
-	
1	
)	
>=	
0	
Or	
(
(
Cash and Equivalents	11,863,968
+	
Current Investments	369,391,799
)	
/	
(
Total Expenditures	428,278,048
-	
Facilities Acquisition and Construction	1,686,233
)	
)	
*	
365	
>=	
Acceptable Days Cash on Hand	60

Mathematical Breakdown: 0.1517 >= 0 Or 326.2096 >= 60

RESULT DETERMINATION REFERENCE

DETERMINATION OF POINTS	
10	0
>=0%	<0%

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Financial Integrity Rating System of Texas

2023-2024 RATINGS BASED ON 2022-2023 SCHOOL YEAR DATA INDICATOR TEST 11

Name:	MIDLAND ISD (165901)
Indicator:	Was the ratio of long-term liabilities to total assets for the school district sufficient to support long-term solvency? (If the school district's increase of students in membership over 5 years was 7 percent or more or 1,000 or more students in membership, then the school district passes this indicator.)
Result/Points	10
Last Updated:	4/19/2024 6:26:22 PM

FORMULA

Field	Value
(
Long Term Liabilities	135,238,966
/	
Total Assets	840,881,375
<=	1
)	
Or	
(
2023 Total Students	27,728
-	
2019 Total Students	26,133
)	
/	
2019 Total Students	26,133
>=	Threshold for Five-Year Percent Increase in Students
)	0.07
Or	
(
Change in Students	1,595
>=	Threshold for five year numerical Increase in Students
)	1,000
)	

Mathematical Breakdown: 0.1608 <= 1 Or 0.061 >= 0.07 Or 1,595 >= 1,000

RESULT DETERMINATION REFERENCE

DETERMINATION OF POINTS					
10	8	6	4	2	0
<=0.60	>0.60 <=0.70	>0.70 <=0.80	>0.80 <=0.90	>0.90 <=1.00	>1.00

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Financial Integrity Rating System of Texas

2023-2024 RATINGS BASED ON 2022-2023 SCHOOL YEAR DATA INDICATOR TEST 12

Name:	MIDLAND ISD (165901)
Indicator:	What is the correlation between future debt requirements and the district's assessed property value?
Result/Points	10
Last Updated:	8/20/2024 1:55:51 PM

FORMULA

Field	Value
(Total Local and Intermediate Sources	<input type="text" value="32,377,312"/>
/ Total Revenue	<input type="text" value="32,679,380"/>
)	
* Long Term Liabilities	<input type="text" value="135,238,966"/>
* 100	
/ Assessed Property Value	<input type="text" value="47,359,401,437"/>
Mathematical Breakdown: 0.2829	

RESULT DETERMINATION REFERENCE

DETERMINATION OF POINTS					
10	8	6	4	2	0
<= 4	> 4 <= 7	> 7 <= 10	> 10 <= 11.5	> 11.5 <= 13.5	> 13.5

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Financial Integrity Rating System of Texas

2023-2024 RATINGS BASED ON 2022-2023 SCHOOL YEAR DATA INDICATOR TEST 13

Name:	MIDLAND ISD (165901)
Indicator:	Was the school district's administrative cost ratio equal to or less than the threshold ratio? See ranges below in the Determination of Points section.
Result/Points	10
Last Updated:	8/20/2024 1:55:51 PM

FORMULA

Field	Value
District Administrative Cost Ratio	<input type="text" value="0.0718839206"/>
And	
ADA	<input type="text" value="24,986.106"/>
Or	
Sparse	<input type="text" value="false"/>

RESULT DETERMINATION REFERENCE

DETERMINATION OF POINTS						
ADA Size	10	8	6	4	2	0
10,000 and Above	<= 0.0855	> 0.0855 <= 0.1105	> 0.1105 <= 0.1355	> 0.1355 <= 0.1605	> 0.1605 <= 0.1855	> 0.1855
5,000 to 9,999	<= 0.1000	> 0.1000 <= 0.1250	> 0.1250 <= 0.1500	> 0.1500 <= 0.1750	> 0.1750 <= 0.2000	> 0.2000
1,000 to 4,999	<= 0.1151	> 0.1151 <= 0.1401	> 0.1401 <= 0.1651	> 0.1651 <= 0.1901	> 0.1901 <= 0.2151	> 0.2151
500 to 999	<= 0.1311	> 0.1311 <= 0.1561	> 0.1561 <= 0.1811	> 0.1811 <= 0.2061	> 0.2061 <= 0.2311	> 0.2311
Less than 500	<= 0.2404	> 0.2404 <= 0.2654	> 0.2654 <= 0.2904	> 0.2904 <= 0.3154	> 0.3154 <= 0.3404	> 0.3404
Sparse	<= 0.3364	> 0.3364 <= 0.3614	> 0.3614 <= 0.3864	> 0.3864 <= 0.4114	> 0.4114 <= 0.4364	> 0.4364

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1701 NORTH CONGRESS AVENUE • AUSTIN, TEXAS, 78701 • (512) 463-9734

FIRST 5.15.7.0



Financial Integrity Rating System of Texas

2023-2024 RATINGS BASED ON 2022-2023 SCHOOL YEAR DATA INDICATOR TEST 14

Name:	MIDLAND ISD (165901)
Indicator:	Did the school district not have a 15 percent decline in the students to staff ratio over 3 years (total enrollment to total staff)? If the student enrollment did not decrease, the school district will automatically pass this indicator.
Result/Points	10
Last Updated:	4/19/2024 6:26:22 PM

FORMULA

Field	Value
(
2022-2023 Total Enrollment	<input type="text" value="27,842"/>
/	
2022-2023 Number of FTE Staff	<input type="text" value="2,809.4432"/>
)	
/	
(
2020-2021 Total Enrollment	<input type="text" value="25,579"/>
/	
2020-2021 Number of FTE Staff	<input type="text" value="2,870.6932"/>
)	
-	
1	
>	
Threshold for Three-Year Percent Change in Ratio	<input type="text" value="-0.15"/>
Or	
2022-2023 Total Enrollment	<input type="text" value="27,842"/>
-	
2020-2021 Total Enrollment	<input type="text" value="25,579"/>
>	
0	

Mathematical Breakdown: $0,1122 > -0.15$ Or $2,263 > 0$

RESULT DETERMINATION REFERENCE

DETERMINATION OF POINTS	
10	0
Yes	No

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Financial Integrity Rating System of Texas

2023-2024 RATINGS BASED ON 2022-2023 SCHOOL YEAR DATA INDICATOR TEST 16

Name:	MIDLAND ISD (165901)
Indicator:	Did the comparison of Public Education Information Management System (PEIMS) data to like information in the school district's AFR result in a total variance of less than 3 percent of all expenditures by function? (If the school district fails indicator 16, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)
Ceiling:	Passed
Last Updated:	4/19/2024 6:26:22 PM

FORMULA

Field	Value
Sum of Differences	1,770
/ Denominator	428,279,682
< Acceptable Level of Variance	.03

Mathematical Breakdown: $0 < 0.03$

RESULT DETERMINATION REFERENCE

CEILING DETERMINATION

This indicator will be considered PASSED for the Ceiling if the comparison of PEIMS expenditure data to AFR data has a total variance of less than 3 percent.



Financial Integrity Rating System of Texas

2023-2024 RATINGS BASED ON 2022-2023 SCHOOL YEAR DATA INDICATOR TEST 17

Name:	MIDLAND ISD (165901)
Indicator:	Did the external independent auditor report that the AFR was free of any instance(s) of material weaknesses in internal controls over financial reporting and compliance for local, state, or federal funds and free from substantial doubt about the school district's ability to continue as a going concern? (The AICPA defines material weakness.) (If the school district fails indicator 17, the maximum points and highest rating that the school district may receive is 79 points, C = Meets Standard Achievement.)
Ceiling:	Passed
Last Updated:	4/19/2024 6:26:22 PM

FORMULA

Field	Value
Not Material Weakness or Going Concern	false

RESULT DETERMINATION REFERENCE

CEILING DETERMINATION

This indicator will be considered PASSED for the Ceiling if the external auditor reported no material weaknesses or a going concern in the audit report.

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Financial Integrity Rating System of Texas

2023-2024 RATINGS BASED ON 2022-2023 SCHOOL YEAR DATA INDICATOR TEST 18

Name:	MIDLAND ISD (165901)
Indicator:	Did the external independent auditor indicate the AFR was free of any instance(s) of material noncompliance for grants, contracts, and laws related to local, state, or federal funds? (The AICPA defines material noncompliance.)
Result/Points	10
Last Updated:	4/19/2024 6:26:22 PM

FORMULA

Field	Value
Not Material Non-Compliance	false

RESULT DETERMINATION REFERENCE

DETERMINATION OF POINTS	
10	0
Yes	No

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Financial Integrity Rating System of Texas

2023-2024 RATINGS BASED ON 2022-2023 SCHOOL YEAR DATA INDICATOR TEST 19

Name:	MIDLAND ISD (165901)
Indicator:	Did the school district post the required financial information on its website in accordance with Government Code, Local Government Code, Texas Education Code, Texas Administrative Code and other statutes, laws and rules that were in effect at the school district's fiscal year end?
Result/Points	5
Last Updated:	4/19/2024 6:26:22 PM

FORMULA

Field	Value
Required Financial Postings	<input type="text" value="true"/>

RESULT DETERMINATION REFERENCE

DETERMINATION OF POINTS	
5	0
Yes	No

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Financial Integrity Rating System of Texas

2023-2024 RATINGS BASED ON 2022-2023 SCHOOL YEAR DATA INDICATOR TEST 20

Name:	MIDLAND ISD (165901)
Indicator:	Did the school district's administration and school board members discuss any changes and/or impact to local, state, and federal funding at a board meeting within 120 days before the district adopted its budget?
Ceiling:	Passed
Last Updated:	4/19/2024 6:26:22 PM

FORMULA

Field	Value
Impact to Funding Discussion	<input type="text" value="true"/>

RESULT DETERMINATION REFERENCE

CEILING DETERMINATION

This indicator will be considered PASSED for the Ceiling if the school district's administration and school board members discussed any changes and/or impact to local, state, and federal funding at a board meeting within 120 days before the district adopted its budget.

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Financial Integrity Rating System of Texas

2023-2024 RATINGS BASED ON 2022-2023 SCHOOL YEAR DATA INDICATOR TEST 21

Name:	MIDLAND ISD (165901)
Indicator:	Did the school district receive an adjusted repayment schedule for more than one fiscal year for an over-allocation of Foundation School Program (FSP) funds because of a financial hardship?
Ceiling	Passed
Last Updated:	4/19/2024 6:26:22 PM

FORMULA

Field	Value
Adjusted Repayment Plan	false

RESULT DETERMINATION REFERENCE

CEILING DETERMINATION

The indicator will be considered PASSED for the Ceiling if the district does not receive an adjusted repayment schedule for more than one fiscal year for an over-allocation of Foundation School Program (FSP) funds because of a financial hardship.

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REQUIRED DISCLOSURES

Reimbursements Received by the Superintendent and Board Members

A summary schedule for the twelve-month period of total reimbursements received by the superintendent and each board member is to be included in the annual financial management report. All reimbursement expenses, regardless of the manner of payment, including direct pay, credit card, cash, and purchase orders are to be reported. The summary schedule is to report separately items per category including:

Meals – Meals consumed out of town, and in-district meals at area restaurants (outside of board meetings, excludes catered board meeting meals); **Lodging** – Hotel charges; **Transportation** – Airfare, car rental (can include fuel on rental, taxis, mileage reimbursements, leased cars, parking and tolls); **Motor fuel** – Gasoline; **Other** – Registration fees, telephone/cell phone, internet service, fax machine, and other reimbursements to (or on behalf of) the superintendent and board member not defined above.

For the Twelve-Month Period Ended June 30, 2024

Name of Board Member	Meals	Lodging	Transportation	Mileage/Fuel	Membership / Registration	Other	Total
Brandon Hodges	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bryan Murry	\$102.92	\$707.58	\$327.99	\$0.00	\$485.00	\$0.00	\$1,623.49
Katie Joyner	\$17.13	\$498.28	\$508.80	\$0.00	\$485.00	\$0.00	\$1,509.21
Michael Booker	\$663.37	\$3,194.60	\$2,858.04	\$44.26	\$2,020.00	\$0.00	\$8,780.27
Robert Marquez	\$11.39	\$2,479.04	\$1,352.87	\$0.00	\$1,882.97	\$0.00	\$5,726.27
Sara Burleson	\$91.77	\$2,230.67	\$2,338.82	\$0.00	\$1,295.00	\$0.00	\$5,956.26
Stephanie Howard	\$2,254.31	\$4,719.33	\$5,831.64	\$2,051.94	\$2,897.43	\$0.00	\$18,054.65
Stephanie Mead	\$0.00	\$485.28	\$105.99	\$0.00	\$485.00	\$0.00	\$1,076.27
Tommy Bishop	\$481.49	\$2,469.70	\$1,971.47	\$0.00	\$2,020.00	\$0.00	\$6,942.66

Gifts Received by the Executive Officer(s) and Board Members (and First-Degree relatives, if any)
For the Twelve-Month Period Ending June 30, 2024

Brandon Hodges	\$0
Bryan Murry	\$0
Katie Joyner	\$0
Michael Booker	\$0
Robert Marquez	\$0
Sara Burleson	\$0
Stephanie Howard	\$0
Stephanie Mead	\$0
Tommy Bishop	\$0

Business Transactions Between School District and Board Members
For the Twelve-Month Period Ending June 30, 2024

Brandon Hodges	\$0
Bryan Murry	\$0
Katie Joyner	\$0
Michael Booker	\$0
Robert Marquez	\$0
Sara Burleson	\$0
Stephanie Howard	\$0
Stephanie Mead	\$0
Tommy Bishop	\$0

**Outside Compensation and/or Fees Received by the
Superintendent for Professional Consulting and/or Other
Personal Services**

Stephanie Howard	\$0
------------------	-----



FINANCIAL SERVICES

Midland Independent School District
615 W. Missouri Ave., Midland, TX 79701
432-240-1000 • midlandisd.net

Date: 08/27/2024
To: Dr. Stephanie Howard, Superintendent
From: Tucker Durham, Chief Financial Officer
Subject: Required Disclosures for the Schools FIRST Report

One of the required disclosures for the Schools FIRST Report is related to gifts to Executive Officers and outside compensation received during the year under review. The current year under review is the 2023-2024 fiscal year.

GIFTS

Please list any and all gifts received, as best you can recall, during the period beginning July 1, 2023 to June 30, 2024. Gifts are defined as any and all items given to you and/or your immediate family members from an outside entity having an aggregate value of \$250 or more during the fiscal year. See explanation on next page for additional details.

Approx. Date	Item	Approx. Cost or \$\$\$ Value
_____	_____	\$ <u>0</u>

OUTSIDE COMPENSATION

Please list any outside compensation or fees received for professional consulting or other services received during the period beginning July 1, 2023 to June 30, 2024.

Approx. Date	Item	Approx. Cost or \$\$\$ Value
_____	_____	\$ <u>0</u>

In order to facilitate this reporting requirement in the future, please disclose any gifts received or business transactions subsequent to this reporting period to Tucker Durham, Chief Financial Officer, for tabulation and reporting in future Schools FIRST reports.

Signature: Stephanie Howard



FINANCIAL SERVICES

Midland Independent School District
615 W. Missouri Ave., Midland, TX 79701
432-240-1000 • midlandisd.net

Date: 08/27/2024
To: Robert Marquez, Trustee
From: Tucker Durham, Chief Financial Officer
Subject: Required Disclosures for the Schools FIRST Report

One of the required disclosures for the Schools FIRST Report is related to gifts to Executive Officers and outside compensation received during the year under review. The current year under review is the 2023-2024 fiscal year.

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Approx. Date	Item	Approx. Cost or \$\$\$ Value
<u>N/A</u>	<u>N/A</u>	\$ <u>0</u>

OUTSIDE COMPENSATION

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Approx. Date	Item	Approx. Cost or \$\$\$ Value
<u>N/A</u>	<u>N/A</u>	\$ <u>0</u>

In order to facilitate this reporting requirement in the future, please disclose any gifts received or business transactions subsequent to this reporting period to Tucker Durham, Chief Financial Officer, for tabulation and reporting in future Schools FIRST reports.

Signature: 



FINANCIAL SERVICES

Midland Independent School District
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Date: 08/27/2024
To: Bryan Murry, Trustee
From: Tucker Durham, Chief Financial Officer
Subject: Required Disclosures for the Schools FIRST Report

One of the required disclosures for the Schools FIRST Report is related to gifts to Executive Officers and outside compensation received during the year under review. The current year under review is the 2023-2024 fiscal year.

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Approx. Date	Item	Approx. Cost or \$\$\$ Value
<u>N/A</u>	<u>N/A</u>	\$ <u>0</u>

OUTSIDE COMPENSATION

Please list any outside compensation or fees received for professional consulting or other services received during the period beginning July 1, 2023 to June 30, 2024.

Approx. Date	Item	Approx. Cost or \$\$\$ Value
<u>N/A</u>	<u>N/A</u>	\$ <u>0</u>

In order to facilitate this reporting requirement in the future, please disclose any gifts received or business transactions subsequent to this reporting period to Tucker Durham, Chief Financial Officer, for tabulation and reporting in future Schools FIRST reports.

Signature:



FINANCIAL SERVICES

Midland Independent School District
615 W. Missouri Ave., Midland, TX 79701
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Date: 08/27/2024
To: Tommy Bishop, President
From: Tucker Durham, Chief Financial Officer
Subject: Required Disclosures for the Schools FIRST Report

One of the required disclosures for the Schools FIRST Report is related to gifts to Executive Officers and outside compensation received during the year under review. The current year under review is the 2023-2024 fiscal year.

GIFTS

Please list any and all gifts received, as best you can recall, during the period beginning July 1, 2023 to June 30, 2024. Gifts are defined as any and all items given to you and/or your immediate family members from an outside entity having an aggregate value of \$250 or more during the fiscal year. See explanation on next page for additional details.

Approx. Date	Item	Approx. Cost or \$\$\$ Value
<u>N/A</u>	<u>N/A</u>	\$ <u>N/A</u>

OUTSIDE COMPENSATION

Please list any outside compensation or fees received for professional consulting or other services received during the period beginning July 1, 2023 to June 30, 2024.

Approx. Date	Item	Approx. Cost or \$\$\$ Value
<u>N/A</u>	<u>N/A</u>	\$ <u>N/A</u>

In order to facilitate this reporting requirement in the future, please disclose any gifts received or business transactions subsequent to this reporting period to Tucker Durham, Chief Financial Officer, for tabulation and reporting in future Schools FIRST reports.

Signature: Tommy Bishop



FINANCIAL SERVICES

Midland Independent School District
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Date: 08/27/2024
To: Michael Booker, Trustee
From: Tucker Durham, Chief Financial Officer
Subject: Required Disclosures for the Schools FIRST Report

One of the required disclosures for the Schools FIRST Report is related to gifts to Executive Officers and outside compensation received during the year under review. The current year under review is the 2023-2024 fiscal year.

GIFTS

Please list any and all gifts received, as best you can recall, during the period beginning July 1, 2023 to June 30, 2024. Gifts are defined as any and all items given to you and/or your immediate family members from an outside entity having an aggregate value of \$250 or more during the fiscal year. See explanation on next page for additional details.

Approx. Date	Item	Approx. Cost or \$\$\$ Value
<u>N/A</u>	<u>N/A</u>	\$ <u>∅</u>

OUTSIDE COMPENSATION

Please list any outside compensation or fees received for professional consulting or other services received during the period beginning July 1, 2023 to June 30, 2024.

Approx. Date	Item	Approx. Cost or \$\$\$ Value
<u>N/A</u>	<u>N/A</u>	\$ <u>∅</u>

In order to facilitate this reporting requirement in the future, please disclose any gifts received or business transactions subsequent to this reporting period to Tucker Durham, Chief Financial Officer, for tabulation and reporting in future Schools FIRST reports.

Signature: Michael Booker



FINANCIAL SERVICES

Midland Independent School District
615 W. Missouri Ave., Midland, TX 79701
432-240-1000 • midlandisd.net

Date: 08/27/2024
To: Sara Burleson, Secretary
From: Tucker Durham, Chief Financial Officer
Subject: Required Disclosures for the Schools FIRST Report

One of the required disclosures for the Schools FIRST Report is related to gifts to Executive Officers and outside compensation received during the year under review. The current year under review is the 2023-2024 fiscal year.

GIFTS

Please list any and all gifts received, as best you can recall, during the period beginning July 1, 2023 to June 30, 2024. Gifts are defined as any and all items given to you and/or your immediate family members from an outside entity having an aggregate value of \$250 or more during the fiscal year. See explanation on next page for additional details.

Approx. Date	Item	Approx. Cost or \$\$\$ Value
<u>N/A</u>	<u>N/A</u>	\$ <u>∅</u>

OUTSIDE COMPENSATION

Please list any outside compensation or fees received for professional consulting or other services received during the period beginning July 1, 2023 to June 30, 2024.

Approx. Date	Item	Approx. Cost or \$\$\$ Value
<u>N/A</u>	<u>N/A</u>	\$ <u>∅</u>

In order to facilitate this reporting requirement in the future, please disclose any gifts received or business transactions subsequent to this reporting period to Tucker Durham, Chief Financial Officer, for tabulation and reporting in future Schools FIRST reports.

Signature: Sara Burleson



FINANCIAL SERVICES

Midland Independent School District
615 W. Missouri Ave., Midland, TX 79701
432-240-1000 • midlandisd.net

Date: 08/27/2024
To: Brandon Hodges, Trustee
From: Tucker Durham, Chief Financial Officer
Subject: Required Disclosures for the Schools FIRST Report

One of the required disclosures for the Schools FIRST Report is related to gifts to Executive Officers and outside compensation received during the year under review. The current year under review is the 2023-2024 fiscal year.

GIFTS

Please list any and all gifts received, as best you can recall, during the period beginning July 1, 2023 to June 30, 2024. Gifts are defined as any and all items given to you and/or your immediate family members from an outside entity having an aggregate value of \$250 or more during the fiscal year. See explanation on next page for additional details.

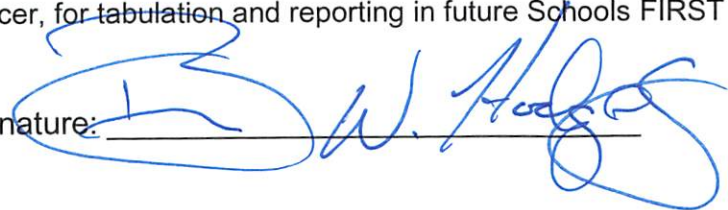
Approx. Date	Item	Approx. Cost or \$\$\$ Value
_____	<u>N/A</u>	\$ <u>0</u>

OUTSIDE COMPENSATION

Please list any outside compensation or fees received for professional consulting or other services received during the period beginning July 1, 2023 to June 30, 2024.

Approx. Date	Item	Approx. Cost or \$\$\$ Value
_____	<u>N/A</u>	\$ <u>0</u>

In order to facilitate this reporting requirement in the future, please disclose any gifts received or business transactions subsequent to this reporting period to Tucker Durham, Chief Financial Officer, for tabulation and reporting in future Schools FIRST reports.

Signature: 



FINANCIAL SERVICES

Midland Independent School District
615 W. Missouri Ave., Midland, TX 79701
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Date: 08/27/2024
To: Katie Joyner, Vice President
From: Tucker Durham, Chief Financial Officer
Subject: Required Disclosures for the Schools FIRST Report

One of the required disclosures for the Schools FIRST Report is related to gifts to Executive Officers and outside compensation received during the year under review. The current year under review is the 2023-2024 fiscal year.

GIFTS

Please list any and all gifts received, as best you can recall, during the period beginning July 1, 2023 to June 30, 2024. Gifts are defined as any and all items given to you and/or your immediate family members from an outside entity having an aggregate value of \$250 or more during the fiscal year. See explanation on next page for additional details.

Approx. Date	Item	Approx. Cost or \$\$\$ Value
_____	_____	\$ _____

OUTSIDE COMPENSATION

Please list any outside compensation or fees received for professional consulting or other services received during the period beginning July 1, 2023 to June 30, 2024.

Approx. Date	Item	Approx. Cost or \$\$\$ Value
_____	_____	\$ _____

In order to facilitate this reporting requirement in the future, please disclose any gifts received or business transactions subsequent to this reporting period to Tucker Durham, Chief Financial Officer, for tabulation and reporting in future Schools FIRST reports.

Signature:  _____

Field Definitions/Glossary

This section defines all fields in School FIRST as well as some financial management terms, in alphabetical order.

#

The number of the indicator. Indicators make up the set of criteria used to determine the status and rating of a school district for a particular school year.

% Total

On the Overall Statistics screen, this field appears twice:

In the Status Counts section, this field shows the percentage of the total number of districts in Texas that received a passing status, the percentage that received a failing status, and the percentage whose status has not yet been determined.

In the Rating Counts section, this field shows the percentage of the total number of districts in Texas that received each rating: Superior Achievement, Above Standard Achievement, Standard Achievement, Substandard Achievement, and Suspended Due to Data Quality. (Districts with a status of "Error" and a rating of "Undetermined" are not included in this section.)

A

Active

A check box indicating whether to include this indicator in the calculations when running or re-running district rating reports (checked=yes, unchecked=no). After checking or unchecking this check box, you must click the Update button at the bottom of the screen to save your change(s).

Administrative Cost Ratio Data File

Specifies the internet location of the Administrative Cost Ratio Data File used in the indicator calculations. This value is used to locate the file for viewing and/or importing on the External Data Administration screen.(See the "External Data Administration" section for more information.)

B

C

Capital Project Funds

Fund type used to account for financial resources to be used for the acquisition or construction of major capital facilities (other than those financed by proprietary funds and trust funds.)

Cash

The term, as used in connection with cash flows reporting, includes not only currency on hand, but also demand deposits with banks or other financial institutions. Cash also includes deposits in other kinds of accounts or cash management pools that have the general characteristics of demand deposit accounts in that the governmental enterprise may deposit additional cash at any time and also effectively may withdraw cash at any time without prior notice or penalty.

Class Name

Used by the TEA developers of the FIRST application. Before a new indicator can be added to FIRST, the developer must first define the class for the new indicator.

Count

On the Overall Statistics screen, this field appears three times:

In the Status Counts section, this field shows the number of districts in Texas that received a passing status, the number that received a failing status, and the number whose status has not yet been determined.

In the Rating Counts section, this field shows the number of districts in Texas that received each rating: Superior Achievement, Above Standard Achievement, Standard Achievement, Substandard Achievement, and Suspended Due to Data Quality. (Districts with a status of "Error" and a rating of "Undetermined" are not included in this section.)

In the Answers By Indicator section, this field shows the number of districts by points for a particular indicator. (Indicators make up the set of criteria used to determine the status and rating of a school district for a particular school year.)

Critical Indicator

A non-critical indicator is one that a district is not necessarily required to pass in order to receive an overall passing rating (if the district has passed enough of the other indicators, the district may receive a passing rating despite its failure on one or more non-critical indicators).

For critical indicators, a district **MUST** pass a certain number of these indicators in order to receive an overall passing rating. This number is configured by the FIRST administrator.

D

Data

The type of district data files that can be downloaded to your computer in tab-delimited format (*filename.tab*). See the "Data Downloads" section for more information.

Data Load Year Offset

This option allows the administrator to run a chosen school year's indicator calculations against a previous year's set of district data. The default value for this field is 0, which causes the system to use the current year's data for the calculations. Entering -1 causes the system to use the previous year's data, -2 uses the data from two years ago, and so on. This is useful if indicators are added or changed, and the administrator would like to see what effect the new indicators will have on a district's current or past rating. For example, if a district earned a Standard Achievement rating for the 2004-2005 rating year, but the proposed indicators for the 2005-2006 rating year have changed, the administrator can run the newly proposed indicators using the 2003-2004 school year data (by entering -1 as the Data Load Year Offset) to determine whether the proposed indicator changes will help or hurt the district's rating for the next year (or neither).

After changing this option, you must use one of the methods for running indicators to actually generate results using a previous year's data. See the "Running Specific Indicators" section for more information.

Days Late

Indicates how early or late the district's Annual Financial Report was filed, in days. A negative number indicates that the report was filed before the due date; a positive number indicates that the report was filed late. A zero indicates that the report was filed on the due date. The system uses the Received date and Due date fields to calculate the Days Late value.

Debt Service Fund

Governmental fund type used to account for the accumulation of resources for, and the payment of, general long-term debt principal and interest.

Deferred Revenue

Resource inflows that do not yet meet the criteria for revenue recognition. Unearned amounts are always reported as deferred revenue. In governmental funds, earned amounts also are reported as deferred revenue until they are available to liquidate liabilities of the current period.

Deficiency

Represents receivables owed at the end of the school year.

Delete

A Delete check box signifies that a particular item can be deleted from the system for a chosen school year. More specifically:

- On the Indicator Administration screen, individual financial indicators can be deleted.
- On the Application Parameter Administration screen, individual system-wide parameters can be deleted.
- On the Indicator Parameter Administration screen, individual state-wide parameters can be deleted.
- On the Ratings Administration screen, individual financial rating configurations can be deleted.
- On the Submit Date Data Administration screen, individual district submission entries can be deleted.

To delete an item, activate the check box for the item, then click the Delete button at the bottom of the screen. (Multiple items can be deleted at the same time.)

Designated Fund Balance

Represents tentative plans for the future use of financial resources. Designations require Board action to earmark fund balance for bona fide purposes that will be fulfilled within a reasonable period of time.

District

The unique six-digit number identifying a district.

On the District Status Summary table, clicking on this number displays detailed information about the district's financial accountability rating (if you are authorized to view this information).

District Number

For administrative users, the District Number drop down list at the top of the screen lists all districts in FIRST. Selecting a district number from the list displays the District Status Detail report for that district.

District Score

The numerical score earned by this district. This field is hidden from view for non-administrative users.

The district's score must meet or exceed the [Passing Score](#) set forth by the TEA in order to receive a "Passed" status in FIRST. See the "Passing Score" field for more information.

See the "Understanding District Score Calculations" section for details about how the District Score is tabulated.

District Size - Number of Students Between

On the District Status Detail report, the indicators shown at the bottom of the screen depend on the district's size and on pre-determined acceptable ratios of students to teachers and students to staff. The District Size column lists several ranges of student enrollment numbers for the district. Within the appropriate range for your district, refer to the [Ranges for Ratios](#) columns to determine the low and high ratios that are acceptable for your level of student enrollment. For example, a range of 7 to 22 indicates that there should be no fewer than 7 students per teacher/staff and no more than 22 students per teacher/staff. In order to pass these indicators, a district's ratios must fit within these ranges for the district's size.

See the "Ranges for Ratios" field definition for more information.

The date by which the district's Annual Financial Report must be received to be considered on time, in YYYY/MM/DD format. The system calculates this date as follows:

Fiscal Year End date (from Submit Date Data screen)
+ Submission Deadline in Days After Fiscal Year End (from Application Parameter Administration screen)

E

EDA

see [Existing Debt Allotment \(EDA\)](#)

EDA Data File

Specifies the internet location of the [EDA](#) Data File used in the indicator calculations (e.g., http://wahoo/first/sourcedata/2002/EDA_0203.xls). This value is used to locate the file for viewing and/or importing on the External Data Administration screen.(See the "External Data Administration" section for more information.)

Enrollment

On the Overall Statistics screen, this field appears three times:

In the Status Counts section, this field shows the number of students in Texas who are enrolled in each type of district (passing, failing, or neither due to errors in the processing of their status).

In the Rating Counts section, this field shows the number of students in Texas who are enrolled in each district type (Superior Achievement, Above Standard Achievement, Standard Achievement, Substandard Achievement, and Suspended Due to Data Quality). (Districts with a status of "Error" and a rating of "Undetermined" are not included in this section.)

In the Answers By Indicator section, this field shows the number of students in Texas who are enrolled in districts that failed a particular indicator. (Indicators make up the set of criteria used to determine the status and rating of a school district for a particular school year.)

Error (status)

see [Status](#)

ESC (Education Service Center)

Supports the districts in a specific region of the state.

Excess

Represents receivables due at the end of the school year.

Existing Debt Allotment (EDA)

The amount of state funds to be allocated to the district for assistance with existing debt.

Expenditures

The cost of goods delivered or services rendered, whether paid or unpaid, including expenses, provisions for debt retirement not reported as a liability of the fund from which retired, and capital outlays.

F

Fiscal Year

A period of 12 consecutive months legislatively selected as a basis for annual financial reporting, planning, and budgeting. The fiscal year may run September 1 through August 31 or July 1 through June 30.

Fiscal Year End

On the Submit Date Data screen, this is the last day of the district's 12-month accounting period, in YYYY/MM/DD format. Valid fiscal year end dates are August 31st and June 30th.

Full-Time Equivalent (FTE)

Measures the extent to which one individual or student occupies a full-time position or provides instruction; e.g., a person who works four hours a day or a student who attends a half day represents a .5 FTE.

Function

Function codes identify the expenditures of an operational area or a group of related activities. For example, in order to provide the appropriate atmosphere for learning, school districts transport students to school, teach students, feed students, and provide health services. Each of these activities is a function.

Fund Balance

The difference between assets and liabilities reported in a governmental fund.

G

General Fund

This fund finances the fundamental operations of the district in partnership with the community. All revenues and expenditures not accounted for by other funds are included. This is a budgeted fund and any fund balances are considered resources available for current operations.

H

High

see [Ranges for Ratios](#)

I

IFA

see [Instructional Facilities Allotment \(IFA\)](#)

IFA Data File

Specifies the internet location of the [IFA](#) Data File used in the indicator calculations (e.g., http://wahoo/first/sourcedata/2002/IFA_0203.xls). This value is used to locate the file for viewing and/or importing on the External Data Administration screen.(See the "External Data Administration" section for more information.)

Include Districts Outstanding Month/Day

The date on which districts which have not filed their data for the current year or which have processing errors are first displayed on the District Status screens, in MM/DD format (the current year is assumed). Prior to this date, these districts are excluded from the display. ("Processing errors" occasionally occur if a calculation for a particular indicator involves dividing a number by zero. (In mathematics, dividing a number by zero gives an "undefined" or "indeterminate" result.))

This setting overrides the [Pub Level](#) setting for a district.

This setting does not affect which districts are included in the Overall Statistics.

Indicator

Indicators make up the set of criteria used to determine the status and rating of a school district for a particular school year.

The Overall Statistics screen shows totals and percentages of responses and enrollment, as well as totals for each indicator.

On the Indicator Test screen, this is the [Indicator Description](#) (see the "Indicator Description" field definition for details).

Indicator Description

The definition of the indicator. Indicators make up the set of criteria used to determine the status and rating of a school district for a particular school year.

On the District Status Detail report, clicking on the indicator description displays detailed information about how the indicator was calculated.

Indicators Answered

The District Status Detail report displays the number of points, by indicator, received by a district.

Instruction

The amount spent on direct classroom instruction and other activities that deliver, enhance, or direct the delivery of learning situations to students regardless of location or medium. Expenditures associated with this functional area are reported under Function 11.

Instructional Facilities Allotment (IFA)

(State Aid) Provides assistance to school districts in making debt service payments on qualifying bonds and lease-purchase agreements. Proceeds must be used for the construction or renovation of an instructional facility.

J

K

L

Last Updated

On the District Status Detail report, the Last Updated field is the last date & time the district status information was updated (e.g., the last time an indicator was edited for this district, the last time the status information was published to the web, the last time the number of failed indicators changed for this district, etc.).

The Last Updated field on the Indicator Test screen and the Updated field on the District Status Detail report display the last date & time the indicator was updated (e.g., the last time the indicator was edited for this district, the last time the calculations for the indicator were re-run, etc.).

On the Overall Statistics screen, this is the last date & time any indicator or district status information was updated or re-run.

Low

see [Ranges for Ratios](#)

M

N

Name

The name of the school district. (On the District Status Detail report and the Indicator Test screen, the name is followed by the unique number identifying the district, in parentheses.)

On the Application Parameter Administration screen, this is the name of a system-wide parameter.

On the Indicator Parameter Administration screen, this is the name of a specific operand within the formula for a particular indicator.

On the Ratings Administration screen, this field is used when adding a new rating level to the system, and indicates the name you want assigned to the new rating level.

Number of Students Between

see [District Size - Number of Students Between](#)

O

Object

The highest level of accounting classification used to identify either the transaction posted or the source to which the associated monies are related. Each object is assigned a code that identifies in which of the eight major object groupings it belongs (assets, liabilities, fund balances, revenue, etc.)

Operating Expenditures

A wide variety of expenditures necessary to a district's operations fall into this category, with the largest portion going to payroll and related employee benefits and the purchase of goods and services.

Option

On the Data Downloads screen, the Download option saves the selected district data file to your computer in tab-delimited format (*filename.tab*). See the "Data Downloads" section for more information.

On the External Data Administration screen, this is a list of external TEA files which can be viewed and/or imported into FIRST. See the "External Data Administration" section for more information.

Options

On the Application Parameter Administration screen, these are the administrative functions that can be performed. An administrator can delete an existing parameter, update the system-wide value for an existing parameter, or add a new parameter and configure its system-wide value. See the "Application Parameter Administration" screen for more information.

On the Indicator Parameter Administration screen, this is a list of existing indicators for which the administrator can add, delete, or update default operand values. See the "Indicator Parameter Administration" screen for more information.

On the [District Status Summary](#) table, these are the administrative functions that can be performed. See the sections on "Printing District Status Reports" and "Changing District Publication Levels" for more information.

On the [District Status Detail](#) report, these are the administrative functions that can be performed. See the sections on "Running Specific Indicators", "Changing District Publication Levels", and "Suspending a District's Rating" for more information.

On the [Overall Statistics](#) screen, the Update Enrollment Counts option imports the latest enrollment data from PEIMS and refreshes the overall statistics to reflect the new data. See the "Viewing Overall Statistics" section for more information.

On the Ratings Administration screen, these are the administrative functions that can be performed. An administrator can delete an existing rating, update the Minimum/Maximum Failed values for an existing rating, or add a new rating and configure its Minimum/Maximum Failed values. See the "Ratings Administration" screen for more information.

On the Submit Date Data Administration screen, these are the administrative functions that can be performed. An administrator can delete an existing district's date data, update the date data for an existing district, or add a new district and enter its date data. See the "Submit Date Data Administration" screen for more information.

On the Indicator Administration screen, these are the administrative functions that can be performed. An administrator can delete an existing indicator, update the parameters for an existing indicator, or add a new indicator and configure its parameters. This screen also includes the "special" Rollover option for setting up the system for a new school year. See the "Indicator Administration" screen and the "Configuring the System For a New School Year" section for more information.

Other Resources

This amount is credited to total actual other resources or non-operating revenues received or residual equity transfers in.

P

Passing

see [Passing Score](#)

Passing Score

The numerical score established by the TEA that a district must meet or exceed to receive a "Passed" status in FIRST. This number is configured on the Application Parameter Administration screen.(See the "Application Parameter Administration" section for more information.)

Changes to this parameter take effect in the district rating reports immediately (i.e., it is not necessary to re-run the indicators).

On the District Status Detail report, this field is hidden from view for non-administrative users.

PEIMS

see [Public Education Information Management System \(PEIMS\)](#)

Pub Level

The extent to which the district's data has been made available to users in FIRST. District ratings with a Pub Level of 0 can only be viewed by a FIRST administrator or an internal TEA user. District ratings with a Pub Level of 1 can also be viewed by the particular district and by the staff of the district's supporting ESC. District ratings with a Pub Level of 2 can be viewed by all users (both overall and detailed rating information can be seen).

This field is hidden from view for non-administrative users.

The administrator can raise or lower the publication level for a district (or for all districts) at any time.

The "[Include Districts Outstanding Month/Day](#)" setting overrides the Pub Level for districts with processing errors or incomplete data.

Publication Level 1

The date and time the district's rating for the chosen school year was most recently raised to [Pub Level](#) 1. If the rating has never been raised to Pub Level 1, or if the rating has been lowered back to Pub Level 0, this field displays "None". This field is hidden from view for non-administrative users.

See the "Pub Level" field for more information.

Publication Level 2

The date and time the district's rating for the chosen school year was most recently raised to [Pub Level](#) 2. If the rating has never been raised to Pub Level 2, or if the rating has been lowered back to Pub Level 1 or 0, this field displays "None". This field is hidden from view for non-administrative users.

See the "Pub Level" field for more information.

Public Education Information Management System (PEIMS)

A state-wide data management system for public education information in the State of Texas. One of the basic goals of PEIMS, as adopted by the State Board of Education in 1986, is to improve education practices of local school districts. PEIMS is a major improvement over previous information sources gathered from aggregated data available on paper reports. School districts now submit their data via standardized computer files. These are defined in a yearly publication, the PEIMS Data Standards.

Q

Qualified Opinion

A term used in conjunction with financial auditing; a modification of the independent auditor's report on the fair presentation of the financial statements indicating that there exists one or more specific exceptions to the auditor's general assertion that the financial statements are fairly presented.

R

Ranges for Ratios

On the District Status Detail report, the indicators shown at the bottom of the screen depend on the [district's size](#) and on pre-determined acceptable ratios of students to teachers and students to staff. The Ranges for Ratios column displays these pre-determined ratios. The Low column displays the lowest number of students that are acceptable per teacher/staff member for a particular district size, and the High column displays the highest number of students that are acceptable per teacher/staff member for a particular district size. For example, a range of 7 to 22 indicates that there should be no fewer than 7 students per teacher/staff and no more than 22 students per teacher/staff. In order to pass these indicators, a district's ratios must fit within these ranges for the [district's size](#).

See the "District Size" field definition for more information.

Rating

On the District Status screens, this is the financial accountability rating that was earned by the district for the indicated school year: Superior Achievement, Above Standard Achievement, Standard Achievement, Substandard Achievement, Suspended Due to Data Quality, or Undetermined. See the "[Understanding FIRST Ratings](#)" section for more information about these ratings. (If the rating is Suspended Due to Data Quality, and if the administrator entered a reason for the suspension, this reason is displayed beside the rating.)

On the Ratings Administration screen, this column shows the financial accountability ratings that are currently configured in the system. See the "Ratings Administration" section for details about configuring FIRST ratings.

Ratings

On the Overall Statistics screen, this column lists the possible financial accountability ratings that can be earned by a district: Superior Achievement, Above Standard Achievement, Standard Achievement, Substandard Achievement, and Suspended Due to Data Quality. (Districts with a status of "Error" and a rating of "Undetermined" are not included in this section. Also, if the number of districts for a particular rating is zero, that rating is not shown in the table.) See the "[Understanding FIRST Ratings](#)" section for more information about each of these ratings.

Received

The date on which the district actually filed its Annual Financial Report with the TEA. The system uses this date and the district's fiscal year end date to determine whether the district filed on time.

Region

The Education Service Center (ESC) region in Texas in which the district is located. This field is hidden from view for non-administrative users.

Release Overall Stats Month/Day

The starting date on which the [overall district statistics](#) for the specified year can be viewed by users, in MM/DD format (the current year is assumed). Prior to this date, only administrators can view this information for the specified year. See the "Viewing Overall Statistics" section for more information.

Required

The Required Group to which the indicator is assigned: 0, 1, or 2. See the "[Required Group 1 Pass Minimum/Required Group 2 Pass Minimum](#)" field for more information.

On the District Status Detail report, †1 to the left of the indicator number indicates required Group 1, and †2 indicates Required Group 2. Indicators without a group designation to the left of their indicator number are assigned to Required Group 0. This column is hidden from view for non-administrative users.

An indicator's Required Group affects how it is sorted on the screens. See the "[Sort](#)" field for details.

Required Group 1 Pass Minimum/Required Group 2 Pass Minimum

Each indicator in the system is assigned to a Required Group (0, 1, or 2). For indicators in Required Group 0, a district is not necessarily required to pass the indicator in order to receive an overall passing rating (if the district has passed enough of the other indicators, the district may receive a passing rating despite its failure on one or more Group 0 indicators).

For indicators in Required Groups 1 and 2, a district MUST pass a certain number of these indicators in order to receive an overall passing rating. These numbers are specified in the Required Group 1 Pass Minimum and Required Group 2 Pass Minimum fields on the Application Parameter Administration screen, and are configured by the FIRST administrator.

For example, if the Required Group 1 Pass Minimum is set to 3, and the Required Group 2 Pass Minimum is set to 1, this means that each district must pass at least three of the indicators in Group 1 AND at least one of the indicators in Group 2. If either of these conditions is not met, the district automatically receives a failing rating.

Changes to these parameters take effect in the district rating reports immediately (i.e., it is not necessary to re-run the indicators).

Reserve Fund Balance

The portion of fund equity which is not available for appropriation or which has been legally separated for a specific purpose.

Result/Points

On the District Status Detail report, this is the outcome of the calculation for a particular indicator. (Indicators make up the set of criteria used to determine the status and rating of a school district for a particular school year.) To see detailed information about why the indicator passed or failed, click on the Indicator Description for the desired indicator.

If you are logged in as an administrator, the [Score](#) field is displayed instead of the Result field. See the "Score" field for more information.

Revenues

Any increase in a school district's financial resources from property taxes, foundation fund entitlements, user charges, grants, and other sources. Revenues fall into three broad sources: local & intermediate, state, and federal.

S

School Year

The 12 months beginning September 1 of one year and ending August 31 of the following year, or beginning July 1 and ending June 30. (Districts have two options.)

Score

On the District Status Summary table and in the District Status Data file, this is the [District Score](#) (see the "District Score" field). This field is hidden from view for non-administrative users.

On the District Status Detail report, this is the number of points the district earned for this indicator. If the district failed the indicator, the score is 0. If the district passed the indicator, the score is typically 1 (if the indicator is weighted more heavily than other indicators, the score can be higher than 1; see the ["Weight"](#) field for more information). These indicator scores are used to determine the district's overall score; see the ["District Score"](#) field for details. (For non-administrative users, the [Result](#) field is displayed instead of the Score field. See the "Result" field for more information.)

Sort

The *secondary* order in which the indicators are sorted for display on the District Status Detail report and the Overall Statistics screen (from lowest to highest).

The *primary* sort order is determined by the indicators' [Required Group](#) settings. Indicators in Required Group 1 are sorted first, indicators in Required Group 2 are sorted next, and indicators in Required Group 0 are sorted last. The Sort value is then used to do secondary sorting within these Required Groups.

The Sort value solely controls the numbers shown in the "number" column in data files downloaded from the application.

See the "Required" field for more information.

Special Options

see [Options](#)

Special Revenue Fund


A governmental fund type used to account for the proceeds of specific revenue sources (other than for major capital projects) that are legally restricted to expenditures for specified purposes.


Status


On the Overall Statistics screen, this column lists the possible statuses that can be earned by a district: Passed, Failed, Error, Incomplete, or New. (If the number of districts that earned a particular status is zero, that rating is not shown in the table.)

On the Indicator Test screen, this is the outcome of the calculation for this indicator. (Indicators make up the set of criteria used to determine the status and rating of a school district for a particular school year.) An indicator that was forced to pass by an administrator is displayed as "Passed (Forced)".

On the District Status Summary table, this column displays an icon representing the overall status that was earned by the district for the indicated school year:

 = Passed

 = Failed

 = Error (i.e., undetermined)

(Two other status types, Incomplete and New, occur rarely.) You can position your cursor over the icon on the District Status Summary table to display the description of the icon ("Passed", "Failed", "Error", "Incomplete", or "New").

On the District Status Detail report, the Status field near the top shows the overall status that was earned by the district for the indicated school year: Passed, Failed, Error, Incomplete, or New. The Status column displays an icon representing the outcome of the calculation for each indicator. The Status information is hidden from view for non-administrative users.

See the "[Understanding FIRST Ratings](#)" section for more information about the Passed and Failed statuses.

Submission Deadline in Days After Fiscal Year End

The amount of time (in days) after the districts' fiscal year end date that districts are allotted to prepare and file their Annual Financial Reports. This parameter applies to all districts. Beyond this number of days, a district's report is considered late. This parameter is used to calculate the [Due](#) field on the Submit Date Data Administration screen.

Changes to this parameter do not take effect in the district rating reports until the related indicator is re-run for the district(s).

See the "Due" field and the "Submit Date Data Administration" section for more information.

T

Test

The shorthand name assigned to an [indicator](#) when the indicator was first added to the system.

These names are configured on the Indicator Administration screen whenever new indicators are added.

Title

The field that defines the [Indicator Description](#) for each indicator. See the "Indicator Description" field for more information.

Undesignated Fund Balance

The portion of fund equity that is currently available to finance expenditures not already approved by the Board of Trustees.

Undesignated Unreserved Fund Balance

Available expendable financial resources in a governmental fund that are not the object of tentative management plans (i.e., designations). One primary criterion of rating agencies for school bonds is the relative amount of undesignated unreserved fund balance. Bond rating agencies view undesignated unreserved fund balances as a reflection of the financial strength of school districts and they show concern when district fund balances decrease.

Unqualified Opinion

An opinion rendered without reservation by the independent auditor that financial statements are fairly presented.

Updated

see [Last Updated](#)

User Role

The level of access assigned to the user who is currently logged in (District, ESC, Internal, or Admin). See the "[Access to the School FIRST Application](#)" section for details about each of the roles.

V

Value

On the Indicator Test screen, this column displays the values that were actually used to calculate this indicator for this district. To the right of each value is an icon with a ? symbol in the center. Position your cursor over this icon to see how this value was derived by the system (usually from external sources, such as PEIMS or the district's Annual Financial Report). (If the word "Parameter" is shown when you display the derivation for a value, this indicates that the value came directly from a parameter that is defined in the FIRST system by the TEA, and that the same value is used for all districts.) See the "[Viewing the Calculation of an Indicator](#)" section for more information about this field.

On the Application Parameter Administration screen, this is the value that has been established by the TEA for a system-wide parameter. Each parameter is defined separately in this Glossary (in alphabetical order).

On the Indicator Parameter Administration screen, this is the default value defined by the TEA for a specific operand within the formula for a particular indicator. These default values are used for all districts when computing the indicators. In general, these values are static, but may change occasionally. Changes to these parameters do not take effect in the district rating reports until the related indicators are re-run for the district(s).

W

Weight

Generally, each indicator used in the calculation of a district's score is weighted equally (with the exception of the [critical indicators](#), which are treated slightly differently). Optionally, an indicator can be given more weight, such that it contributes more to the final outcome than other indicators. The normal weight for an indicator is 1. This means that a "Yes" answer for the indicator contributes 1 to the district's final score. Raising this number causes an indicator to have a more significant effect on the final score; setting this number to 0 removes any effect of this indicator on the final score.

See the "[District Score](#)" field and the "[Score](#)" field for more information.

X

Y

YEAR

Each screen displays a "YEAR" drop down list at the top of the page. This field indicates the rating year; the rating for the rating year is based on the prior school year's data. You can change this field by clicking on the list box and selecting a different rating year.

Z

MADE IN



FINANCIAL INTEGRITY RATING SYSTEM OF TEXAS (FIRST)

Annual Financial Management Report Public Hearing

December 17, 2024

SCHOOL FIRST RATING

Background

- Developed in 1999 by the Texas Education Agency in response to Senate Bill 875 of the 76th Legislature.
- The system is designed to encourage Texas public schools to better manage their financial resources to provide the maximum allocation possible for direct instructional purposes.
- District is rated according to indicators developed by the Commissioner of Education.
- Information is tied to submission of audit data and PEIMS.

RATING WORKSHEET

21 INDICATORS THAT COVER:

- Financial Audit and Governance Disclosures
- Debt Management
- Administrative Costs
- Cash and Investments
- Student Enrollment
- Students to Staff Ratio
- Fund Balance

INDICATOR 1

Was the complete annual financial report (AFR) and data submitted to the TEA within 30 days of the November 27 or January 28 deadline depending on the school district's fiscal year end date of June 30 or August 31, respectively?

Due Date: 12/27/2023

Date Received: 11/20/2023

Result: Passed



INDICATOR 2

Was there an unmodified opinion in the AFR on the financial statements as a whole?

Midland ISD received an unmodified (clean) audit opinion.

Result: Passed



INDICATOR 3

Was the school district in compliance with the payment terms of all debt agreements at fiscal year end?

Result: Passed



INDICATOR 4

Did the school district make timely payments to the Teachers Retirement System (TRS), Texas Workforce Commission (TWC), Internal Revenue Service (IRS), and other government agencies?

Result: Passed



FISCAL RESPONSIBILITY

INDICATOR 5

Was the total net position in the governmental activities column in the Statement of Net Position (net of accretion of interest for capital appreciation bonds, net pension liability, and other post-employment benefits) greater than zero?

Result: Passed



INDICATOR 6

Was the average change in (assigned and unassigned) fund balances over 3 years less than a 25 percent decrease or did the current year's assigned and unassigned fund balances exceed 75 days of operational expenditures?

Result: Passed



INDICATOR 7

Was the number of days of cash on hand and current investments in the general fund for the school district sufficient to cover operating expenditures (excluding facilities acquisition and construction)?

Result: 10 POINTS

Cash & Equivalents	\$ 11,863,968
Current Investments	\$ 369,391,799
Total Expenditures	\$ 428,278,048
Facilities Acquisition and Construction	\$ 1,686,233
Mathematical Breakdown: 326.2096	

10	8	6	4	2	0
>=90	<90 >=75	<75 >=60	<60 >=45	<45 >=30	<30

64

INDICATOR 8

Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt? (See ranges below.)

Result: 6 points

Current Assets \$ 497,082,089

Current Liabilities \$ 202,804,407

Mathematical Breakdown: 2.451

10	8	6	4	2	0
≥ 3.00	$< 3.0 \geq 2.50$	$< 2.5 \geq 2.00$	$< 2.00 \geq 1.50$	$< 1.50 \geq 1.00$	< 1.00

65

INDICATOR 9

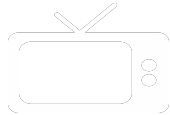
Did the school district's general fund revenues equal or exceed expenditures (excluding facilities acquisition and construction)? If not, was the school district's number of days of cash on hand greater than or equal to 60 days?

Result: 10 points

Total Revenue	\$ 491,293,659
Total Expenditures	\$ 428,278,048
Facilities Acquisition and Construction	\$ 1,686,233
Cash and Equivalents	\$ 11,863,968
Current Investments	\$ 369,391,799
Total Expenditures	\$ 428,278,048
Facilities Acquisition and Construction	\$ 1,686,233
Acceptable Days Cash on Hand	60

INDICATOR 10

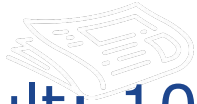
This indicator is not being scored.



INDICATOR 11

Was the ratio of long-term liabilities to total assets for the school district sufficient to support long-term solvency?

Result: 10 points



Total Term Liabilities	\$ 135,238,966
Total Assets	\$ 840,881,375
2023 Total Students	27,728
2019 Total Students	26,133

Threshold for Five-Year Percent in Students .07

Mathematical Breakdown: $0.1608 \leq 1$ or $0.061 > .07$ or or les $1,595 > = 1,000$

10	8	6	4	2	0
≤ 0.60	$> 0.60 \leq 0.70$	$> 0.70 \leq 0.80$	$> 0.80 \leq 0.90$	$> 0.90 \leq 1.00$	> 1.00

68

INDICATOR 12

What is the correlation between future debt requirements and the district's assessed property value?

Result: 10 points

Total Local & intermediate Sources:	\$	32,377,312
Total Revenue	\$	32,679,380
Long Term Liabilities	\$	135,238,966
Assessed Property Value		\$47,359,401,437
Mathematical Breakdown:		0.2829

10	8	6	4	2	0
<=4	>4<=7	>7 <=10	>10 <=11.5	>11.5<=13.5	>13.5

INDICATOR 13

Was the school district's administrative cost ratio equal to or less than the threshold ratio?

Midland ISD received an unmodified (clean) audit opinion.

Result: 10 points

District Administrative Cost Ratio .07188
&
ADA 24,986.106

ADA SIZE	10	8	36	14	2
10,000 & Above	≤ 0.0855	$> 0.0855 \leq 0.1105$	$> 0.1105 \leq 0.1355$	$> 0.1355 \leq 0.1605$	$> 0.1605 \leq 0.1855$

70

17

INDICATOR 14

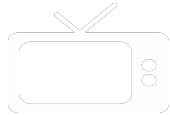
Did the school district not have a 15 percent decline in the students to staff ratio over 3 years (total enrollment to total staff)?

Result: 10 points

2022-2023 Total Enrollment	27,842
2022-2023 Number of FTE Staff	2,809.4432
2020-2021 total Enrollment	25,579
2020-2021 Number of FTE Staff	2,870.6932
Threshold for Three-Year Percent Change	-0.15
Student to Staff Ratio Increase	.1122
Student enrollment Increase	2,263

INDICATOR 15

This indicator is not being scored.



INDICATOR 16

Did the comparison of Public Education Information Management System (PEIMS) data to like information in the school district's AFR result in a total variance of less than 3 percent of all expenditures by function?

Sum of Differences	1,770
Denominator	428,279,682
Acceptable Level of Variance	.03

Mathematical Breakdown: $0 < 0.03$

Ceiling Determination

This indicator will be considered PASSED for the Ceiling if the comparison of PEIMS expenditure data AFR data has a total variance of less than 3 percent.

Result: Passed



INDICATOR 17

Did the external independent auditor report that the AFR was free of any instance(s) of material weaknesses in internal controls over financial reporting and compliance for local, state, or federal funds?

Field

Weak Internal Controls

Value

false

Result: Passed



Ceiling Determination

This indicator will be considered PASSED for the Ceiling if the external auditor reported no material weakness in the audit report.

INDICATOR 18

Did the external independent auditor indicate the AFR was free of any instance(s) of material noncompliance for grants, contracts, and laws related to local, state, or federal funds?

Result: 10 points

Field

Material Non-Compliance

Value

false

INDICATOR 19

Did the school district post the required financial information on its website in accordance with Government Code, Local Government Code, Texas Education Code, Texas Administrative Code and other statutes, laws and rules that were in effect at the school district's fiscal year end?

Result: 5 points

INDICATOR 20

Did the school district's administration and school board members discuss any changes and/or impact to local, state, and federal funding at a board meeting within 120 days before the district adopted its budget?

Field

Board Property Value Discussion

Value

True

Result: Passed



Ceiling Determination

The indicator will be considered PASSED for the Ceiling if the school board discussed property values at a meeting within 120 days before the district adopted its budget.

INDICATOR 21

Did the school district receive an adjusted repayment schedule for more than one fiscal year for an over-allocation of Foundation School Program (FSP) funds because of a financial hardship?



Field

Adjusted Repayment Plan

Value

False

Result: Passed



Ceiling Determination

The indicator will be considered PASSED for the ceiling if the district does not receive an adjusted repayment schedule for more than one fiscal year after an over-allocation of Foundations School Program (FSP) funds because of financial hardship.

SCORING SYSTEM

A = Superior	 Score range of 90 – 100
B = Above Standard	 Score range of 80 – 89
C = Meets Standard	 Score range of 70 – 79
F = Substandard Achievement	 Score less than 70

The school district receives an F if it scores below the minimum passing score, if it failed any critical indicator 1, 2, 3, or 4, if the AFR or the data were not both complete, or if either the AFR or the data were not submitted on time for FIRST analysis.

MIDLAND ISD 2023-2024 FIRST RESULTS

Rating: A = Superior

Midland ISD 96

Total Possible Points 100

Additional Reporting Requirements and Disclosures

Superintendent / Board Reimbursements - For the period Ending June 30, 2024

2023-2024 Board Member Expenses							
Name of Board Member	Total Meals	Total Lodging	Total Transportation	Total Mileage/Fuel	Total Membership/Registration Fees	Total Other	Sum of Totals
Brandon Hodges	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bryan Murry	\$102.92	\$707.58	\$327.99	\$0.00	\$485.00	\$0.00	\$1,623.49
Katie Joyner	\$17.13	\$498.28	\$508.80	\$0.00	\$485.00	\$0.00	\$1,509.21
Michael Booker	\$663.37	\$3,194.60	\$2,858.04	\$44.26	\$2,020.00	\$0.00	\$8,780.27
Robert Marquez	\$11.39	\$2,479.04	\$1,352.87	\$0.00	\$1,882.97	\$0.00	\$5,726.27
Sara Burleson	\$91.77	\$2,230.67	\$2,338.82	\$0.00	\$1,295.00	\$0.00	\$5,956.26
Stephanie Howard	\$2,554.31	\$4,719.33	\$5,831.64	\$2,051.94	\$2,897.43	\$0.00	\$18,054.65
Stephanie Mead	\$0.00	\$485.28	\$105.99	\$0.00	\$485.00	\$0.00	\$1,076.27
Tommy Bishop	\$481.49	\$2,469.70	\$1,971.47	\$0.00	\$2,020.00	\$0.00	\$6,942.66

Additional Reporting Requirements and Disclosures

Business Transactions Between School District and Board Members

(For the Twelve-Month Period Ending June 30, 2024)

There were no business transactions between the School District and Board Members

Superintendent's Contract

A copy of the Superintendent's current employment contract can be found on the districts website.

Additional Reporting Requirements and Disclosures

Outside Compensation Received by Superintendent

The Superintendent did not receive payment for consulting or other personal services during the 2023-2024 fiscal year.

Superintendent / Board Gifts

The Superintendent and board members did not receive any gifts with an economic value of \$250 or more.⁸³

MADE IN



7. Consent Agenda
A. Approval of Board Meeting Minutes



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: December 17, 2024

Subject: Approval of Board Meeting Minutes

Consent Item

Attached you will find minutes of meeting of the Board of Trustees for:

Special Board Meeting, November 18, 2024
Regular Board Meeting, November 19, 2024

Special Meeting
Monday, November 18, 2024
12:00 PM Central

Central Office
615 W. Missouri, Room 101
Midland, Texas 79701

The Board of Trustees of the Midland Independent School District met for a Special Board Meeting Monday, November 18, 2024, beginning at 12:00 PM at Central Office, Room 101, Midland, Texas 79701

The following members were present:

Tommy Bishop, President
Katie Joyner, Vice President
Sara Burleson, Secretary
Brandon Hodges
Robert Marquez
Bryan Murry

Dr. Stephanie Howard, Superintendent

1. Call to Order - Roll Call

The meeting was called to order at 12:07 p.m.

Trustee Michael Booker was absent.

2. Verification of Compliance with Open Meeting Law - this is to certify that the provisions of Section 551.001 of the Texas Government code have been met in connection with public notice of this meeting.

3. Public Comment

There were no public comments.

4. Action Items

4.A. Discussion of and Request for Approval of Order Canvassing the November 5, 2024 Board of Trustee Election Returns

The Election Returns were not received from the Midland County Election Office. Expected delivery by 2:30 p.m. at which time the meeting will be reconvened.

The Board Approved Suspension of Order Canvassing the November 5, 2024 Board of Trustee Election Returns.

Motion by Brandon Hodges and second by Katie Joyner

Motion Carried 6-0.

5. Recognition of Outgoing Board Members

The meeting went into recess at 12:33 p.m. to await receipt of election results.

The meeting reconvened at 2:30 p.m.

Board Members Present: Sara Burleson and Brandon Hodges

Special Meeting
Monday, November 18, 2024
12:00 PM Central

Central Office
615 W. Missouri, Room 101
Midland, Texas 79701

All other Board Members absent.

4.A. Discussion of and Request for Approval of Order Canvassing the November 5, 2024 Board of Trustee Election Returns

The Board Approved the Order Canvassing the November 5, 2024 Board of Trustee Election Returns. The following trustees were elected:

District 1: Michael Booker
District 2: Angel Hernandez
District 4: Dr. Matthew Friez
District 7: Joshua Guinn

Motion by Brandon Hodges and second by Sara Burleson
Motion carried 2-0.

6. Adjourn

The meeting adjourned at 2:35 p.m.

Brandon Hodges, President

Angel Hernandez, Secretary

Regular Meeting
Tuesday, November 19, 2024
5:30 PM Central

Bowie Fine Arts Academy
805 Elk Avenue
Midland, Texas 79701

The Board of Trustees of the Midland Independent School District met for a Regular Board Meeting Tuesday, November 19, 2024, beginning at 5:30 PM at the Bowie Fine Arts Academy, 805 Elk Avenue, Midland, Texas 79701

The following members were present:

Tommy Bishop, President
Sara Burleson, Secretary
Michael Booker
Dr. Matthew Friez
Joshua Guinn
Angel Hernandez
Brandon Hodges

Dr. Stephanie Howard, Superintendent

1. Call to Order - Roll Call

The meeting was called to order at 5:30 p.m.
All board members present.

2. Verification of Compliance with Open Meeting Law - this is to certify that the provisions of Section 551.001 of the Texas Government code have been met in connection with public notice of this meeting.

3. Moment of Silence

4. Pledge to the US Flag and Texas Flag

4.A. Parker Elementary

4.A.1. Principal Andrea Rodriguez

4.A.1.a. Pledge Leaders: Arabella Velasquez and Brandon Groves

4.B. Vision of Midland ISD - Educating the Future with Excellence

4.C. Mission of Midland ISD - All Students will Graduate College, Career, or Military Ready

5. Awards/Achievements/Recognitions/Announcements

5.A. MISD Student Recognitions

5.A.1. Christ Church Anglican's Festival of St. Francis Art Contest Winners

5.A.2. Fire Prevention Poster Winners

5.A.3. Midland High School Football Team - Association of Fundraising Professionals Permian Basin Chapter Outstanding Youth in Philanthropy

5.A.4. Midland High School Football Team - Judge Pat Baskin Family Volunteer of the Year Award

5.A.5. Marzano Level 1 Certification Achievement

5.A.6. 2023-2024 Summit K12 Elementary Campus of the Year

6. Public Forum

Crystal Dearman	Facebook page
James Fuller	HS Name Change
Josh Wimberly	Welcome Board and brag on his students (speech)
Matt Galindo	Congratulate New and Thank Former Board Members
Jasmine Perez	Dyslexia Services - Need more teachers and resources
Ebony Coleman	Education - Jumpstart Midland
Cashus Walton	Education
Dr. McAfee	HS Name Change

7. Superintendent's Update

8. District Informational Reports

8.A. Bond 2023 Monthly Report

9. Action Items

9.A. Discussion of and Request for Approval of Board Goal Update: Goal Progress Measure 1.3 Related to K-2 mClass Reading

Motion to postpone voting on the Board Goal Update made by Joshua Guinn and seconded by Brandon Hodges.

Motion carried 4-3.

Nays: Michael Booker, Tommy Bishop, and Sara Burleson.

9.B. Discussion of and Request for Approval of the Annual Comprehensive Financial Report

The Board Approved the Annual Comprehensive Financial Report

Motion made by Sara Burleson and seconded by Michael Booker.

Motion carried 4-1.

Nay: Brandon Hodges

Abstention: Joshua Guinn

10. Closed session in accordance with Government Code Section 551.001 et. seq.

Section 551.071 - For the purpose of a private consultation with the Board's attorney on any or all subjects or matters authorized by law, including to provide legal advice regarding three separate Level III grievance hearings.

Section 551.074 - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee, including discussion of three separate Level III grievance hearings under Board Policy DGBA.

The Board recessed to Closed Session at 6:41 p.m.

The Board returned to Open Session at 10:39 p.m.

11. Action Arising from Closed Session

11.A. Consideration and Possible Action regarding a Level III Grievance

11.B. Consideration and Possible Action regarding a Level III Grievance

11.C. Consideration and Possible Action regarding a Level III Grievance

Motion to postpone voting on each Level III grievance made by Joshua Guinn and seconded by Brandon Hodges.

Motion carried 7-0.

12. Action Items

12.A. Discussion of and Reorganization of Board Officers

The Board Reorganized the Board Officers as follows:

President: Brandon Hodges

Vice President: Joshua Guinn

Secretary: Angel Hernandez

Motion to elect Brandon Hodges as President made by Angel Hernandez and seconded by Joshua Guinn.

Motion carried 4-2.

Nay: Tommy Bishop and Sara Burleson

Abstention: Michael Booker

Motion to elect Sara Burleson as President made by Sara Burleson and seconded by Tommy Bishop.

No vote.

Motion to elect Sara Burleson as Vice President made by Tommy Bishop and seconded by Michael Booker.

Motion failed 3-4.

Nay: Matt Friez, Joshua Guinn, Angel Hernandez, and Brandon Hodges

Motion to elect Joshua Guinn as Vice President made by Brandon Hodges and seconded by Matt Friez.

Motion carried 4-3.

Nay: Tommy Bishop, Michael Booker, and Sara Burleson

Motion to elect Michael Booker as Secretary made by Tommy Bishop and seconded by Brandon Hodges.

Motion failed 3-3.

Nay: Matt Friez, Joshua Guinn, and Angel Hernandez

Abstention: Brandon Hodges

Motion to elect Angel Hernandez as Secretary made by Brandon Hodges and seconded by Matt Friez.

Motion carried 4-3.

Nay: Tommy Bishop, Michael Booker, and Sara Burleson

13. Consent Agenda

13.A. Approval of Board Meeting Minutes

13.B. Approval of Monthly Financials

13.C. Approval of Donations over \$20,000

13.D. Approval of Budget Amendment #4

13.E. Approval of the Tax Roll Certification 2024

13.F. Approval of RFP # 24-88 Instructional Software for Special Education

13.G. Approval of RFP # 24-109 Marquee Signs - Installation, Repair & Related Services

13.H. Approval of RFQ # 24-26 Owner-Controlled Insurance Program (OCIP)

13.I. Approval of Selection of Vendors for Bond Related Landscape Services

13.J. Approval of the Architectural/Engineering Firm for the Abell and San Jacinto Middle School Project Associated with the 2023 Bond and Authorization to Execute an Agreement Therewith

13.K. Approval of the Midland Central Appraisal District Board of Directors Ballot

13.L. Adoption of Board Resolution concerning the Ratification of Sales Agreement for Certain Real Property

Motion to postpone voting on Consent Agenda made by Brandon Hodges and seconded by Matt Friez.

Motion carried 4-3

Nays: Tommy Bishop, Michael Booker, and Sara Burleson.

14. Information Items

14.A. Board Committee Monthly Report

14.B. Reportable Purchase Orders Over \$100,000

14.C. Donations over \$5,000-Less than \$20,000

14.D. Human Capital Monthly Report

15. Adjourn

Meeting adjourned at approximately 10:52 p.m.

Brandon W. Hodges, President

Angel Hernandez, Secretary



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: December 17, 2024

Presented By: Tucker Durham, Chief Financial Officer

Subject: Approval of the Monthly Financials

Consent Item

Financial Impact

District's financial position as of the month of November 2024.

Board Goal/Strategic Plan Goals

Goal 8, Initiative 2

Executive Summary

The attached financial report provides information about the operations results for the month of November 2024. It provides information on the originally adopted budget, the revised adopted budget, year-to-date activity, and the percentage of the revised budget utilized through the end of the previous month. The funds outlined in the report are the three legally adopted budgets the board must approve annually (general fund, child nutrition fund, and debt service fund). There are also two additional pages to show the year-to-date activities for the district self-insurance fund, including medical, dental, and workers' compensation and the district's staff housing fund. The last portion of the document outlines the district's year-to-date and anticipated cash flows throughout the fiscal year.

Contact Person

Tucker Durham, Chief Financial Officer

Enclosure

November 2024 Monthly Financial Report

Monthly Financial Report

As of November 30, 2024

MIDLAND INDEPENDENT SCHOOL DISTRICT
STATEMENT OF REVENUES AND EXPENDITURES

GENERAL FUND

As of November 30, 2024

	Original Budget	Revised Budget	2024-2025 FYTD Activity	Percent of Revised Budget
REVENUES				
5710 Ad Valorem Taxes	\$ 321,544,406	\$ 329,935,695	\$ 23,376,315	7.09%
5700 Other Local Revenue	16,806,748	16,858,572	7,884,040	46.77%
5800 State Revenue	18,905,031	24,283,810	5,141,506	21.17%
5831 TRS On-Behalf	10,742,905	10,750,540	4,587,200	42.67%
5900 Federal Revenue	1,219,276	1,219,276	433,748	35.57%
Total Revenues	369,218,366	383,047,893	41,422,808	10.81%
EXPENDITURES by FUNCTION				
11 - Instructional Services	182,106,459	182,522,125	61,494,438	33.69%
12 - Instructional Resources and Media Services	3,471,082	3,471,082	1,065,548	30.70%
13 - Staff Development	5,152,769	5,268,120	2,928,691	55.59%
21 - Instructional Administration	7,879,559	7,400,571	2,777,418	37.53%
23 - Campus Administration	16,844,981	16,843,581	5,827,562	34.60%
31 - Guidance and Counseling	13,244,624	13,500,924	4,354,643	32.25%
32 - Social Services	816,045	816,045	210,834	25.84%
33 - Health Services	3,950,812	3,950,787	1,238,364	31.34%
34 - Student (Pupil) Transportation	9,517,891	9,821,691	3,191,261	32.49%
35 - Food Services	232,650	232,650	80,299	34.52%
36 - Cocurricular / Extracurricular Activities	9,884,785	9,897,860	3,014,333	30.45%
41 - General Administration	8,992,032	8,917,584	3,356,416	37.64%
51 - Plant Maintenance and Operation	47,348,467	47,500,583	16,726,341	35.21%
52 - Security and Monitoring Services	7,338,925	8,104,558	3,824,386	47.19%
53 - Data Processing Services	7,902,408	7,227,187	3,229,642	44.69%
61 - Community Services	1,657,344	1,662,740	455,492	27.39%
71 - Debt Services	3,503,285	4,283,977	2,110,546	49.27%
81 - Facilities Acquisition and Construction	-	472,999	458,439	96.92%
91 - Contract Instructional Services (Ch. 49 Recap)	78,418,965	88,754,404	36,981,002	41.67%
99 - Intergovernmental Charges	3,509,476	3,509,476	1,741,528	49.62%
Total Expenditures	411,772,559	424,158,943	155,067,181	36.56%
OTHER FINANCING SOURCES (USES)				
7900 Other Financing Sources	-	-	18,750	
8900 Other Financing Uses	-	-	-	
Excess (Deficiency) of Revenues Over Expenditures	(42,554,193)	(41,111,050)	(113,625,622)	
EXPENDITURES by OBJECT				
6100 Payroll	241,826,275	241,832,970	79,305,260	32.79%
6200 Contracted Services	55,886,466	56,368,598	23,511,360	41.71%
6224 Ch. 49 Recapture Payment	78,418,965	88,754,404	36,981,002	41.67%
6300 Supplies	16,343,653	14,723,605	4,909,486	33.34%
6400 Other Operating Expenses	11,824,401	11,884,623	6,567,483	55.26%
6500 Debt Service	3,503,285	4,283,977	2,110,546	49.27%
6600 Capital Outlay	3,969,514	6,310,765	1,682,045	26.65%
Total Expenditures	411,772,559	424,158,943	155,067,181	36.56%
OTHER FINANCING SOURCES (USES)				
7900 Other Financing Sources	-	-	18,750	
8900 Other Financing Uses	-	-	-	
Excess (Deficiency) of Revenues Over Expenditures	(42,554,193)	(41,111,050)	(113,625,622)	

MIDLAND INDEPENDENT SCHOOL DISTRICT
STATEMENT OF REVENUES AND EXPENDITURES
CHILD NUTRITION FUND
As of November 30, 2024

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>2024-2025 FYTD Activity</u>	<u>Percent of Revised Budget</u>
REVENUES				
5700 Other Local Revenue	\$ 3,935,250	\$ 3,935,250	\$ 1,418,079	36.04%
5800 State Revenue	57,500	57,500	-	0.00%
5900 Federal Revenue	13,285,000	13,285,000	5,699,226	42.90%
Total Revenues	17,277,750	17,277,750	7,117,305	41.19%
EXPENDITURES by FUNCTION				
35 - Food Services	17,277,750	17,277,750	6,287,511	36.39%
Total Expenditures	17,277,750	17,277,750	6,287,511	36.39%
OTHER FINANCING SOURCES (USES)				
7900 Other Financing Sources	-	-	-	
8900 Other Financing Uses	-	-	-	
Net Other Financing Sources (Uses)	-	-	-	
Excess (Deficiency) of Revenues Over Expenditures	-	-	829,793	
EXPENDITURES by OBJECT				
6100 Payroll	7,635,059	7,635,059	2,286,081	29.94%
6200 Contracted Services	1,215,251	1,452,951	800,137	55.07%
6300 Food & Other Supplies	8,160,940	7,299,740	2,834,882	38.84%
6400 Other Operating Expenses	266,500	264,500	173,749	65.69%
6600 Capital Outlay	-	625,500	192,661	30.80%
Total Expenditures	17,277,750	17,277,750	6,287,511	36.39%
OTHER FINANCING SOURCES (USES)				
7900 Other Financing Sources	-	-	-	
8900 Other Financing Uses	-	-	-	
Net Other Financing Sources (Uses)	-	-	-	
Excess (Deficiency) of Revenues Over Expenditures	-	-	829,793	

MIDLAND INDEPENDENT SCHOOL DISTRICT
STATEMENT OF REVENUES AND EXPENDITURES
DEBT SERVICE FUND
As of November 30, 2024

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>2024-2025 FYTD Activity</u>	<u>Percent of Revised Budget</u>
REVENUES				
5710 Ad Valorem Taxes	\$ 99,144,577	\$ 99,144,577	\$ 7,257,455	7.32%
5700 Other Local Revenue	2,000,000	2,000,000	911,597	45.58%
5800 State Revenue	520,485	520,485	412,544	79.26%
Total Revenues	101,665,062	101,665,062	8,581,596	8.44%
EXPENDITURES by FUNCTION				
71 - Debt Service (Principal)	29,725,000	29,724,000	-	0.00%
71 - Debt Service (Interest)	38,685,780	38,685,780	2,270,545	5.87%
71 - Bond Issuance Cost and Fees	33,254,282	105,115,520	105,115,020	100.00%
Total Expenditures	101,665,062	173,525,300	107,385,565	61.88%
OTHER FINANCING SOURCES (USES)				
7900 Other Financing Sources	-	-	-	
8900 Other Financing Uses	-	-	-	
Net Other Financing Sources (Uses)	-	-	-	
Excess (Deficiency) of Revenues Over Expenditures	-	(71,860,238)	(98,803,969)	
EXPENDITURES by OBJECT				
6500 Debt Service	101,665,062	173,525,300	107,385,565	61.88%
Total Expenditures	101,665,062	173,525,300	107,385,565	61.88%
OTHER FINANCING SOURCES (USES)				
7900 Other Financing Sources	-	-	-	
8900 Other Financing Uses	-	-	-	
Net Other Financing Sources (Uses)	-	-	-	
Excess (Deficiency) of Revenues Over Expenditures	-	(71,860,238)	(98,803,969)	

MIDLAND INDEPENDENT SCHOOL DISTRICT
STATEMENT OF REVENUES AND EXPENDITURES
LOCAL CAPITAL PROJECTS FUND
As of November 30, 2024

	<u>Beginning Project Balance</u>	<u>Revised Budget</u>	<u>2024-2025 FYTD Activity</u>	<u>Percent of Revised Budget</u>
REVENUES				
Interest Income		\$ -	\$ 219,825	0.00%
Total Revenues		-	219,825	0.00%
EXPENDITURES by PROJECT				
Fuel Pumps Transportation	106,527	106,527	-	0.00%
LHS Battery Power Backup	102,905	102,905	-	0.00%
LHS Parking Lot	209,576	209,576	209,576	100.00%
LHS Side Court Backstops	-	105,254	-	0.00%
MHS Parking Lot	243,432	243,432	243,432	100.00%
MHS Side Court Backstops	-	93,864	-	0.00%
Memorial Stadium LED Lighting Retrofit	-	488,600	-	0.00%
Phase III RO	233,819	233,819	93,305	39.90%
Scharbauer Refresh	4,550	4,550	-	0.00%
Trane HVAC A/C Project	1,133,132	1,133,132	-	0.00%
Trane Project Phase III	442,408	442,408	278,071	62.85%
Trane Project Phase IV	4,252,027	4,252,027	2,963,534	69.70%
Non-Fixed Asset Expenditures	115,769	115,769	115,664	99.91%
Contingency	-	-	-	0.00%
Total	6,844,144	7,531,862	3,903,581	51.83%
Ending Estimated Fund Balance		(7,531,862)	(3,683,756)	
Beginning Fund Balance		(9,380,463)		
Transfer In		-		
Net Change in Budget Balance		1,848,600.68		

MIDLAND INDEPENDENT SCHOOL DISTRICT
STATEMENT OF REVENUES AND EXPENDITURES

SELF INSURANCE FUND

As of November 30, 2024

	2024-2025 FYTD Activity MEDICAL	2024-2025 FYTD Activity DENTAL	2024-2025 FYTD Activity WORKERS COMP	2024-2025 FYTD Activity TOTAL
REVENUES				
Premiums Collected	\$ 9,684,625	\$ 511,152	\$ 878,455	\$ 11,074,232
Stop/Loss Rebates	121,492	-	-	121,492
Interest Income	95,290	-	-	95,290
Total Revenues	9,901,407	511,152	878,455	11,291,014
EXPENDITURES				
Medical/Dental/Workers Comp Claims	6,121,779	394,652	273,417	6,789,849
RX Claims	3,436,548	-	-	3,436,548
MISD Care Clinic	74,258	-	-	74,258
Claims Administration: BCBS/TASB	98,020	-	-	98,020
Other Administrative Expenses: TPA Fees	37,980	-	56,400	94,380
Stop/Loss	624,547	-	159,457	784,004
Total Expenditures	10,393,132	394,652	489,274	11,277,059
Excess (Deficiency) of Revenues Over Expenditures	(491,725)	116,500	389,180	13,955

MIDLAND INDEPENDENT SCHOOL DISTRICT
STATEMENT OF REVENUES AND EXPENDITURES

HOUSING FUND

As of November 30, 2024

	2024-2025 FYTD Activity	2024-2025 FYTD Activity	2024-2025 FYTD Activity TOWN & COUNTRY	2024-2025 FYTD Activity
	<u>STONEGATE</u>	<u>SIMPATICO</u>	<u>TOWN & COUNTRY</u>	<u>TOTAL</u>
REVENUES				
Donations	\$ -	\$ -	\$ -	\$ -
Rental Income	2,600	87,430	109,298	199,328
Operating Transfers In	-	-	-	-
Misc. Income	-	-	-	-
Total Revenues	<u>2,600</u>	<u>87,430</u>	<u>109,298</u>	<u>199,328</u>
EXPENDITURES				
6200 Professional & Contracted Services	48,689	68,767	66,929	184,385
6300 Supplies & Materials	-	-	-	-
6400 Other Operating Expenses	300	-	-	300
6600 Capital Outlay	-	-	-	-
Total Expenditures	<u>48,989</u>	<u>68,767</u>	<u>66,929</u>	<u>184,685</u>
Excess (Deficiency) of Revenues Over Expenditures	<u>(46,389)</u>	<u>18,664</u>	<u>42,369</u>	<u>14,644</u>

Cash Flow Year-to-Date

As of November 30, 2024

MIDLAND INDEPENDENT SCHOOL DISTRICT
CASH FLOW YEAR-TO-DATE
GENERAL FUND
As of November 30, 2024

	<u>JULY</u> <u>ACTUAL</u>	<u>AUGUST</u> <u>ACTUAL</u>	<u>SEPTEMBER</u> <u>ACTUAL</u>	<u>OCTOBER</u> <u>ACTUAL</u>	<u>NOVEMBER</u> <u>ACTUAL</u>	<u>DECEMBER</u> <i>Projected</i>	<u>JANUARY</u> <i>Projected</i>	<u>FEBRUARY</u> <i>Projected</i>	<u>MARCH</u> <i>Projected</i>	<u>APRIL</u> <i>Projected</i>	<u>MAY</u> <i>Projected</i>	<u>JUNE</u> <i>Projected</i>	<u>YEAR-END</u> <i>Projected</i>
RECEIPTS													
Local Revenue													
Tax Collections	148,407	168,073	701,610	1,530,677	17,764,140	32,000,000	90,000,000	146,000,000	26,000,000	5,000,000	2,000,000	3,000,000	324,312,906
Interest Income	1,446,677	1,092,291	826,663	672,177	576,246	793,048	824,001	1,187,427	1,791,279	1,815,332	1,719,203	1,590,764	14,335,108
Other Local Revenue	559,909	644,418	743,240	957,844	676,913	500,000	500,000	500,000	500,000	500,000	500,000	500,000	7,082,324
State Revenue													
Available School Fund	-	-	1,058,742	1,089,722	1,084,559	400,000	-	-	1,000,000	300,000	3,500,000	-	8,433,023
Foundation & Misc	-	-	1,820,401	434,303	-	100,000	-	-	-	-	-	-	2,354,704
Federal Revenue													
MAC/SHARS	2,524	31,577	59,551	74,164	46,910	40,000	40,000	40,000	40,000	40,000	40,000	40,000	494,727
Other Federal Funds	7,110	-	3,791	14,215	7,108	7,000	7,000	7,000	7,000	7,000	7,000	7,000	81,224
Prior Year Revenue													
PY Tax Collections	868,427	787,844	-	-	-	-	-	-	-	-	-	-	1,656,271
PY State Revenue	688,201	13,238,683	-	-	-	-	-	-	-	-	-	-	13,926,884
PY Federal Revenue	-	-	-	1,778,384	-	-	-	-	-	-	-	-	1,778,384
Total Cash Inflows	3,721,256	15,962,887	5,213,998	6,551,485	20,155,875	33,840,048	91,371,001	147,734,427	29,338,279	7,662,332	7,766,203	5,137,764	374,455,555
DISBURSEMENTS													
Payroll													
Accounts Payable	10,707,703	11,274,402	11,738,755	12,034,121	12,370,204	15,000,000	11,800,000	11,800,000	11,800,000	11,800,000	14,000,000	11,800,000	146,125,185
Other (Whse, Prepaid, etc)	8,468,498	26,091,235	12,108,586	16,241,835	13,080,213	13,000,000	11,000,000	22,000,000	13,000,000	14,000,000	18,000,000	19,000,000	185,990,367
PY AP	-	(1,692)	(76)	(1,999)	-	-	-	-	-	-	-	-	(3,767)
PY Chapter 49	2,381,384	448,895	-	-	-	-	-	-	-	-	-	-	2,830,279
PY Federal Revenue	-	89,956,793	-	-	(56,141)	-	-	-	-	-	-	-	89,900,652
Total Cash Outflows	21,557,585	127,769,633	23,847,265	28,273,958	25,394,275	28,000,000	22,800,000	33,800,000	24,800,000	25,800,000	32,000,000	30,800,000	424,842,716
Net Cash Flow	(17,836,329)	(111,806,747)	(18,633,267)	(21,722,473)	(5,238,400)	5,840,048	68,571,001	113,934,427	4,538,279	(18,137,668)	(24,233,797)	(25,662,236)	(50,387,161)
RECONCILIATION													
Beginning Cash Balance	331,272,346	309,946,329	198,764,562	176,939,502	151,251,099	149,631,770	155,471,819	224,042,819	337,977,246	342,515,526	324,377,858	300,144,061	331,272,346
Monthly Net Cash Flow	(17,836,329)	(111,806,747)	(18,633,267)	(21,722,473)	(5,238,400)	5,840,048	68,571,001	113,934,427	4,538,279	(18,137,668)	(24,233,797)	(25,662,236)	(50,387,161)
Payroll for Other Funds	(819,397)	(807,422)	(839,461)	(834,700)	(852,366)	-	-	-	-	-	-	-	(4,153,346)
AP for Other Funds	(2,589,970)	(16,032,365)	(5,692,462)	(5,738,821)	(2,643,319)	-	-	-	-	-	-	-	(32,696,938)
Receipts for Other Funds	1,580,252	458,258	5,471,998	8,085,660	2,838,100	-	-	-	-	-	-	-	18,434,268
Transfers In/Out Other Funds	(2,576,733)	11,443,016	(1,835,664)	(2,535,568)	4,328,451	-	-	-	-	-	-	-	8,823,502
Outstanding Checks	2,205,412	7,733,797	3,901,828	906,591	802,180	-	-	-	-	-	-	-	15,549,807
AP Issued in Prior & Cleared	(1,231,286)	(464,654)	(4,192,898)	(343,221)	(767,928)	-	-	-	-	-	-	-	(6,999,987)
PR Issued in Prior & Cleared	(57,966)	(1,705,650)	(5,134)	(3,505,872)	(86,045)	-	-	-	-	-	-	-	(5,360,666)
Ending Cash Balance	309,946,329	198,764,562	176,939,502	151,251,099	149,631,770	155,471,819	224,042,819	337,977,246	342,515,526	324,377,858	300,144,061	274,481,824	274,481,824

MIDLAND INDEPENDENT SCHOOL DISTRICT
CASH FLOW YEAR-TO-DATE
CHILD NUTRITION FUND

As of November 30, 2024

	JULY ACTUAL	AUGUST ACTUAL	SEPTEMBER ACTUAL	OCTOBER ACTUAL	NOVEMBER ACTUAL	DECEMBER <i>Projected</i>	JANUARY <i>Projected</i>	FEBRUARY <i>Projected</i>	MARCH <i>Projected</i>	APRIL <i>Projected</i>	MAY <i>Projected</i>	JUNE <i>Projected</i>	YEAR-END <i>Projected</i>
RECEIPTS													
Local Revenue	13,834	248,437	331,380	449,110	367,393	300,000	250,000	450,000	300,000	350,000	350,000	20,000	3,430,154
State Revenue	-	-	-	-	-	-	-	-	57,500	-	-	-	57,500
Federal Revenue	140,502	18,475	914,612	1,346,681	1,441,357	-	2,000,000	2,000,000	1,500,000	1,000,000	1,500,000	1,000,000	12,861,628
Total Cash Inflows	154,336	266,913	1,245,992	1,795,791	1,808,750	300,000	2,250,000	2,450,000	1,857,500	1,350,000	1,850,000	1,020,000	16,349,283
DISBURSEMENTS													
Payroll	137,066	321,599	335,196	331,149	334,633	350,000	300,000	300,000	300,000	300,000	350,000	300,000	3,659,643
Accounts Payable	29,260	912,552.01	967,887	1,287,214	943,080	1,500,000	500,000	1,000,000	1,000,000	1,000,000	1,000,000	250,000	10,389,993
Indirect Costs to Gen Fund	-	-	-	-	-	-	-	-	-	-	-	-	-
Inventory	-	1,692	-	-	-	-	-	-	-	-	-	-	1,692
PY AP	45,915	285	-	-	-	-	-	-	-	-	-	-	46,200
Total Cash Outflows	212,241	1,236,128	1,303,083	1,618,363	1,277,714	1,850,000	800,000	1,300,000	1,300,000	1,300,000	1,350,000	550,000	14,097,528
Net Cash Flow	(57,905)	(969,216)	(57,090)	177,429	531,037	(1,550,000)	1,450,000	1,150,000	557,500	50,000	500,000	470,000	2,251,754
RECONCILIATION													
Beginning Cash Balance	3,701,231	3,675,894	3,495,010	4,941,364	4,441,880	4,064,508	2,514,508	3,964,508	5,114,508	5,672,008	5,722,008	6,222,008	3,701,231
Monthly Net Cash Flow	(57,905)	(969,216)	(57,090)	177,429	531,037	(1,550,000)	1,450,000	1,150,000	557,500	50,000	500,000	470,000	2,251,754
Transfers In/Out Other Funds	20,674	601,550	1,577,905	(757,962)	(836,988)	-	-	-	-	-	-	-	605,179
Summer Feeding	-	-	-	-	-	-	-	-	-	-	-	-	-
AP Issued in Prior & Cleared	(2,621)	(11,904)	(156,318)	(78,103)	(156,079)	-	-	-	-	-	-	-	(405,025)
Outstanding Checks	14,516	198,686	81,858	159,151	84,658	-	-	-	-	-	-	-	538,869
Ending Cash Balance	3,675,894	3,495,010	4,941,364	4,441,880	4,064,508	2,514,508	3,964,508	5,114,508	5,672,008	5,722,008	6,222,008	6,692,008	6,692,008

MIDLAND INDEPENDENT SCHOOL DISTRICT
CASH FLOW YEAR-TO-DATE
DEBT SERVICE FUND
As of November 30, 2024

	JULY <i>ACTUAL</i>	AUGUST <i>ACTUAL</i>	SEPTEMBER <i>ACTUAL</i>	OCTOBER <i>ACTUAL</i>	NOVEMBER <i>ACTUAL</i>	DECEMBER <i>Projected</i>	JANUARY <i>Projected</i>	FEBRUARY <i>Projected</i>	MARCH <i>Projected</i>	APRIL <i>Projected</i>	MAY <i>Projected</i>	JUNE <i>Projected</i>	YEAR-END <i>Projected</i>
RECEIPTS													
Local Revenue													
Tax Collections	233,686	40,495	192,004	467,554	5,546,997	10,000,000	28,000,000	46,000,000	8,000,000	1,000,000	250,000	600,000	100,330,736
Interest Income	525,302	246,825	43,129	43,094	53,246	122,664	199,362	383,025	491,108	493,042	516,125	503,867	3,620,790
State Revenue	-	-	-	-	412,544	-	-	-	-	-	-	-	412,544
PY Tax Collections	38,551	218,579	-	-	-	-	-	-	-	-	-	-	257,130
Total Cash Inflows	797,538	505,899	235,133	510,649	6,012,788	10,122,664	28,199,362	46,383,025	8,491,108	1,493,042	766,125	1,103,867	104,621,199
DISBURSEMENTS													
Debt Service Payment	-	2,270,545	-	-	-	-	-	66,140,235	-	-	-	-	68,410,780
Debt Service Fees	-	105,114,520	5,680	-	-	4,500	500	-	-	-	-	-	105,125,200
PY AP	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Cash Outflows	-	107,385,065	5,680	-	-	4,500	500	66,140,235	-	-	-	-	173,535,980
Net Cash Flow	797,538	(106,879,166)	229,453	510,649	6,012,788	10,118,164	28,198,862	(19,757,210)	8,491,108	1,493,042	766,125	1,103,867	(68,914,781)
RECONCILIATION													
Beginning Cash Balance	115,901,373	116,698,911	9,895,977	10,125,430	10,636,078	16,236,322	26,354,486	54,553,348	34,796,138	43,287,246	44,780,287	45,546,413	115,901,373
Monthly Net Cash Flow	797,538	(106,879,166)	229,453	510,649	6,012,788	10,118,164	28,198,862	(19,757,210)	8,491,108	1,493,042	766,125	1,103,867	(68,914,781)
Transfer to other funds	-	76,232	-	-	(412,544)	-	-	-	-	-	-	-	(336,312)
Outstanding Checks	-	-	-	-	-	-	-	-	-	-	-	-	-
AP Issued in Prior & Cleared	-	-	-	-	-	-	-	-	-	-	-	-	-
Ending Cash Balance	116,698,911	9,895,977	10,125,430	10,636,078	16,236,322	26,354,486	54,553,348	34,796,138	43,287,246	44,780,287	45,546,413	46,650,280	46,650,280



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: December 17, 2024

Presented By: Roy Garcia, Interim Chief of Human Capital Management

Subject: T-TESS Appraisers List

Consent Item

Financial Impact

None

Strategic Plan Goals/Board Academic Goals

Grow & Develop Staff

Our retention and recruitment practices promote professional growth that yields and rewards high-impact staff, improving student outcomes.

Executive Summary

The Texas Teacher Evaluation and Support System (T-TESS) offer teachers the necessary guidance for professional growth and development. They provide clear appraisal guidelines for appraisers to support improvement, identify strengths and gaps, and offer constructive feedback.

Recommendation

Recommend approval of the recently certified T-TESS Appraisers for the 2024-2025 school year.

Motion

Accept personnel recommendations as printed and included in the packet

Estimated Time to Prepare Agenda Item

1 Hour

Contact Person

Roy Garcia

Enclosure

T-TESS Appraisers List



HUMAN CAPITAL MANAGEMENT

District T-TESS Appraisers School Year 2024-2025

Kristin Albaugh

Bobby Milliorn

Sue Shelton



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: December 17, 2024
Presented By: Roy Garcia, Interim Chief of Human Capital
Subject: T-TESS 2nd Appraisers List Amendments

Consent Item

Financial Impact

None

Strategic Plan Goals/Board Academic Goals

Grow & Develop Staff

Our retention and recruitment practices promote professional growth that yields and rewards high-impact staff, improving student outcomes.

Executive Summary

The Board Policy DNA (Local) requires the board to approve a roster of certified Texas Teacher Evaluation and Support System (T-TESS) appraisers, authorized to evaluate teachers as an alternative to their direct supervisors. This list has been recently revised to include any necessary additions or removals.

Recommendation

Recommend approval of the amended list of T-TESS 2nd Appraisers List Amendments.

Contact Person

Roy Garcia

Enclosure

T-TESS 2nd Appraisers List



HUMAN CAPITAL MANAGEMENT

District T-TESS 2nd Appraisers School Year 2024-2025

Karina Barrera

Kim Gamboa

Katrena Goodman

Andrea Messick

Jesus Napoles

Adam Portillo

Cyndi Pyles

Chelsea Reyes

Lynda Rhodes

Kristen Ross

Brenda Ruiz



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: December 17, 2024

Presented by: Fatima Muniz, Chief Technology Officer

Subject: Approval of Designation of Alternate Approver for TEASE/TEAL

Consent Item

Financial Impact

N/A

Board Goals/ Strategic Plan Goals

N/A

Executive Summary

The Texas Education Agency Secure Environment System (TEASE) and the TEA Login (TEAL) requires the school board to approve a list of individuals to review and submit district staff requests for TEASE and TEAL access. The Superintendent is the primary designee for this position; however, for large districts, it is customary to have backup designees to assist with the requests to expedite the approval process. The Board is required to take formal action to designate an Alternate Approver annually.

Recommendation

The District's Administration requests that the Board authorize Fatima Muniz (Chief Technology Officer) and Tucker Durham (Chief Financial Officer) to act as Superintendent Alternates for approving staff requests for access to one or more TEA web applications accessed through the Texas Education Agency Secure Environment TEA Login (TEAL). This authorization is valid for the calendar year starting January 1, 2025, to December 31, 2025.

Motion

I move to authorize Fatima Muñoz and Tucker Durham to act as Superintendent Alternates for approving staff requests for access to one or more TEA web applications accessed through the Texas Education Agency Secure Environment TEA Login (TEAL). This authorization is valid for the calendar year starting January 1, 2025, to December 31, 2025.

Contact Person

Fatima Muniz, Chief Technology Officer

Enclosure

N/A



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: December 17, 2024

Presented by: Lyndsey White, Chief Communications Officer

Subject: Approval of 2025 MISD Texas Public Information Act (TPIA) Calendar

Consent Item

Financial Impact

None

Board/Strategic Plan Goal(s)

Engage & Act – 8. Promote proactive and transparent data sharing and improve communication practices, ensuring clear follow-up and promoting a culture of openness and accountability.

Executive Summary

HB 3033, passed during the 88th Regular Legislative Session makes numerous changes to the Texas Public Information Act (TPIA). Under the TPIA, governmental entities must typically respond to requests for public information within ten business days. The bill defines a “business day” as any day other than a Saturday/Sunday, national holiday, or state holiday. Thus, district holidays no longer count as “non-business days” under the TPIA. HB 3033 does, however, allow governmental entities to select up to ten “designated non-business days” per calendar year. The attached calendar indicates Midland ISD’s selected non-business days for the 2025 calendar year.

Recommendation

District Administration recommends approval of the district selected “designated non-business days”.

Motion

N/A

Estimated Time to Prepare Agenda Item

1 hour

Enclosure

2025 Midland ISD TPIA Calendar



Midland ISD Public Information Act Calendar 2025

JANUARY

Mo	Tu	We	Th	Fr	Sa	Su
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

FEBRUARY

Mo	Tu	We	Th	Fr	Sa	Su
27	28	29	30	31	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

MARCH

Mo	Tu	We	Th	Fr	Sa	Su
24	25	26	27	28	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

APRIL

Mo	Tu	We	Th	Fr	Sa	Su
31	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

MAY

Mo	Tu	We	Th	Fr	Sa	Su
28	29	30	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JUNE

Mo	Tu	We	Th	Fr	Sa	Su
26	27	28	29	30	31	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

JULY

Mo	Tu	We	Th	Fr	Sa	Su
30	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

AUGUST

Mo	Tu	We	Th	Fr	Sa	Su
28	29	30	31	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SEPTEMBER

Mo	Tu	We	Th	Fr	Sa	Su
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

OCTOBER

Mo	Tu	We	Th	Fr	Sa	Su
29	30	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

NOVEMBER

Mo	Tu	We	Th	Fr	Sa	Su
27	28	29	30	31	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

DECEMBER

Mo	Tu	We	Th	Fr	Sa	Su
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

 Federal Holiday

 State Holiday

 District-Designated Non-Business Day

- 8. Superintendent's Update
Presenter: Dr. Stephanie Howard
- 9. District Informational Reports
 - A. Bond 2023 Monthly Report
Presenter: Cortney Smith

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Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: December 17, 2024

Presented by: Cortney Smith, Chief of Facilities and Operations

Subject: Bond 2023 Monthly Report

District Presentation

Financial Impact

N/A

Strategic Plan Goals/Board Academic Goals

1-5

Executive Summary

Presentation to provide an update on the progress of the 2023 Bond. Midland ISD is committed to providing transparency to the Board of Trustees and voters in Midland County on a monthly basis for all aspects of the approved bond of 2023. Monthly updates will include but are not limited to construction and project timelines, costs of projects and financial reports, and communication and marketing efforts.

Recommendation

Presentation Only

Motion

N/A

Contact Person

Cortney Smith, Chief of Facilities and Operations

Enclosure

N/A



Bond 2023

Monthly Update

Cortney Smith
December 17, 2024

PKG01- New ES

- **Construction 28% Complete | Aug 2025 Completion**
- **Steel erection 60% complete**
- **Masonry walls in the kitchen complete**
- **Stud walls ongoing in the classroom areas**
- **2nd floor decking in progress**
- **Metal stair framing delivered to site**
- **Drywall sheathing being installed on the North side**



PKG02- New HS Campuses x 2

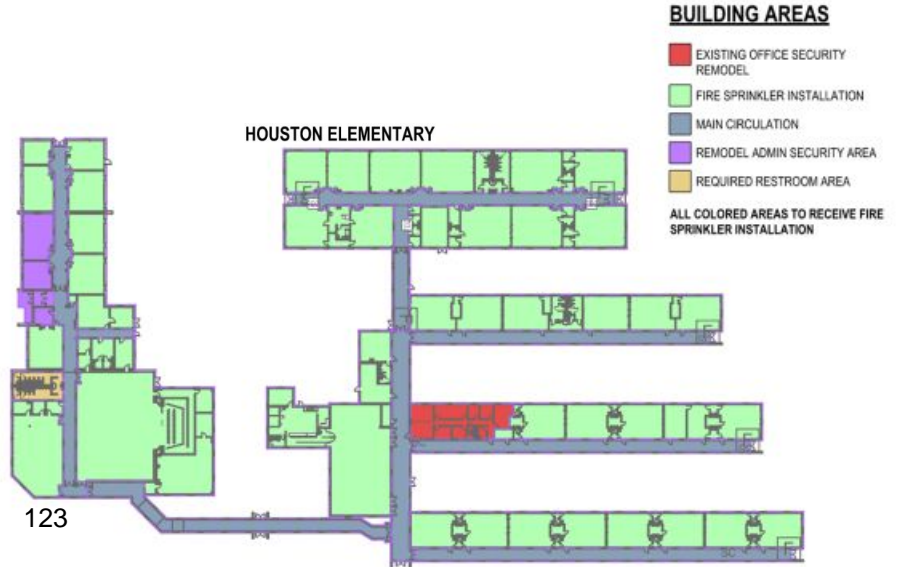
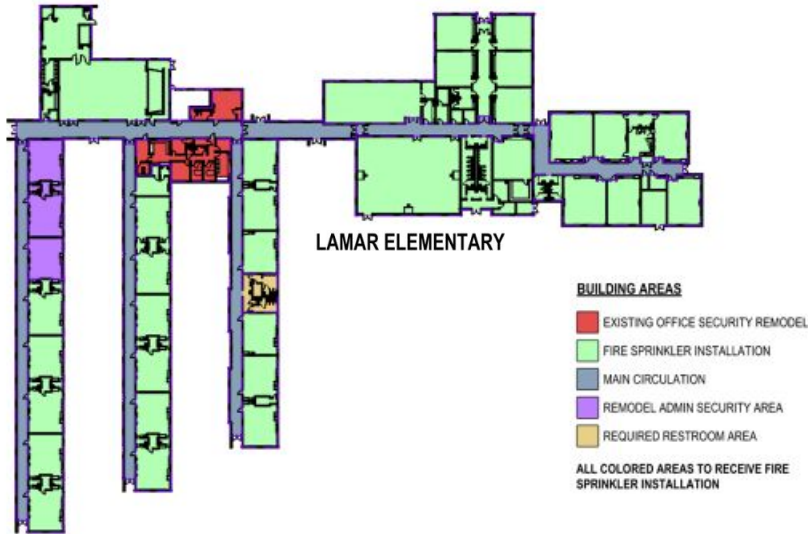
SD Phase Complete. DD in progress | Aug 2028 Completion

- T.I.N.A (Test. Immerse. Navigate. Analyze.) walk-throughs well received
- Design Development (DD-75%) due in December



PKG03 - ES Reno Group A

- Emerson, Franks, Houston, Lamar, Long, Parker, South, and Travis Schematic Design/Scope to budget approval by end of this month
- Aug 2026 targeted completion



PKG04: MS Reno Group A

- DD Phase final review in progress
- March 2025 Construction Document Phase targeted completion
- Aug 2026 targeted construction completion



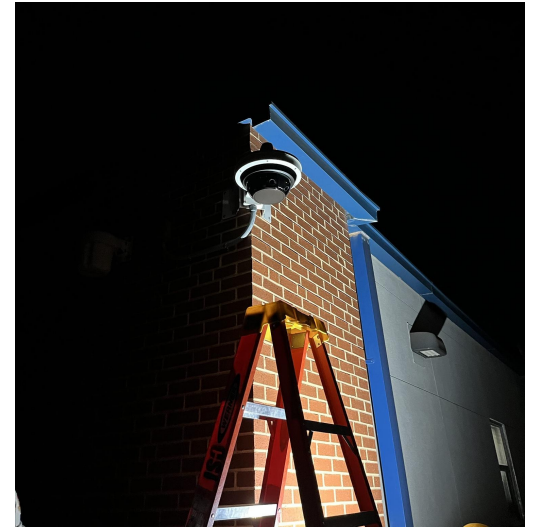
PKG05: MS Reno Group B

- Alamo Junior High
- Design Development in progress
- Aug 2026 targeted construction completion



PKG06: ES Safety

- **Under Construction: ~75% complete | Mar 2025 Completion**
- Camera installation is complete. Door access control installation in progress.
- District wide radio repeater system will be complete in March/April



PKG07: Midland Freshman Site

100% Construction Complete

All construction and track installation has been completed. Currently waiting on electrical contractor to finalize lighting wiring.



PKGS 8 & 9

ES Renovations - Group B (Santa Rita, Bush, Scharbauer & De Zavala)

- MWM Architects selected Sept 2024
- Initial site visits/site surveys currently underway
- Construction schedule not set yet

MS Renovations - Group C (San Jacinto and Abell)

- JSA Architects selected November 2024
- Initial site visits currently underway
- Construction schedule not set yet

Project Progress

PACKAGES:



Bond Budget

Currently Scheduled Finish

Closeout

Outfitting/Move-In

Construction

Construction Procurement

Construction Documents

Design Development

Schematic Design

Design Team Selected



MADE IN



B. Review of the 2025-2026 Budget Preparation Timeline and Priorities
Presenters: Dr. Stephanie Howard & Tucker Durham

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Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: December 17, 2024

Presented By: Dr. Stephanie Howard, Superintendent & Tucker Durham, Chief Financial Officer

Subject: Review of the 2025-2026 Budget Preparation Timeline and Priorities

District Report

Executive Summary:

Annually, the Board of Trustees is responsible for adopting a budget and setting a tax rate in order to sustain the adopted budget. The budget process is a year-long process that involves planning for the upcoming fiscal year, preparation of allocating resources then, after the adoption, requires monitoring the budget for effectiveness. A budget calendar has been developed to better outline the high-level budget process from the day the budget goes into effect to the end of the fiscal year as a roadmap for the board to be informed about. We have developed and will discuss the district-projected ADA (average daily attendance) based on the assumption of attendance rate and enrollment and budget priorities moving into the next year. The district will also seek feedback from the Board on their priorities and considerations while looking at next year's budget.

Contact Person:

Dr. Stephanie Howard, Superintendent
Tucker Durham, Chief Financial Officer

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Review 2025 - 2026 Budget Preparation Timeline & Priorities

133

December 17, 2024

Overview

- Legal Requirements
- Budget Timeline
- Historical and Projected Enrollment
- Historical Property Values
- District Budget Priorities
- Budget Assumptions to Date

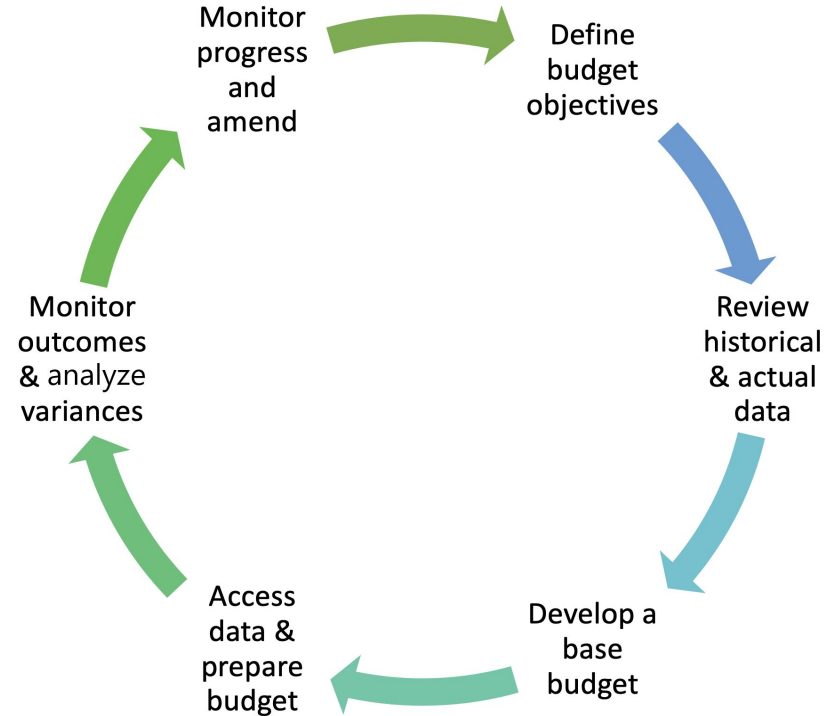
Overview

Strategic Plan

- Determines what to fund

Forecasting

- Determines how to fund



Factors Influencing Budget Process

LEGISLATIVE
SESSION

ENROLLMENT &
ATTENDANCE

AVAILABLE
FEDERAL
FUNDING

RECRUITMENT
& RETENTION

NEW FACILITIES

INFLATION

INCREASE IN
PROPERTY
VALUES

UNFILLED
POSITIONS

Legal Requirements

- Board is required to adopt an annual budget prior to July 1st
 - Fund
 - General Fund (199)
 - Child Nutrition (240)
 - Debt Service (599)
 - Function
- Board is required to set a tax rate prior to September 30th

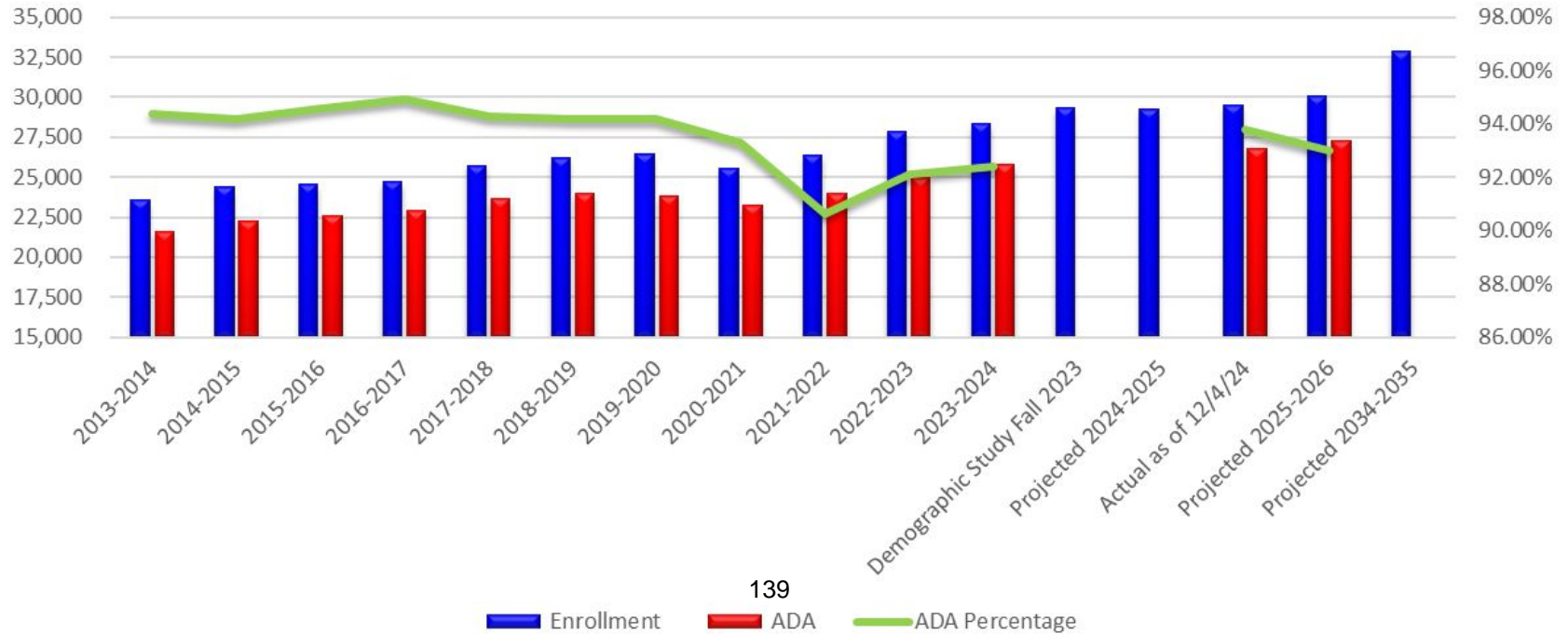
2025 - 2026 Budget Planning

Overview

- December 17, 2024
 - Review of the 2025 - 2026 Budget Preparation Timeline & Priorities
- February 19, 2025
 - 3rd Finance Committee Meeting
- May 14, 2025
 - 4th Finance Committee Meeting
- May 20, 2025
 - Review and Approve 2025 - 2026 Compensation Plan
- June 24, 2025
 - Public hearing for proposed budget & tax rate
 - Board approval of 2025 - 2026 budget and final budget amendments for 2024-2025 budget

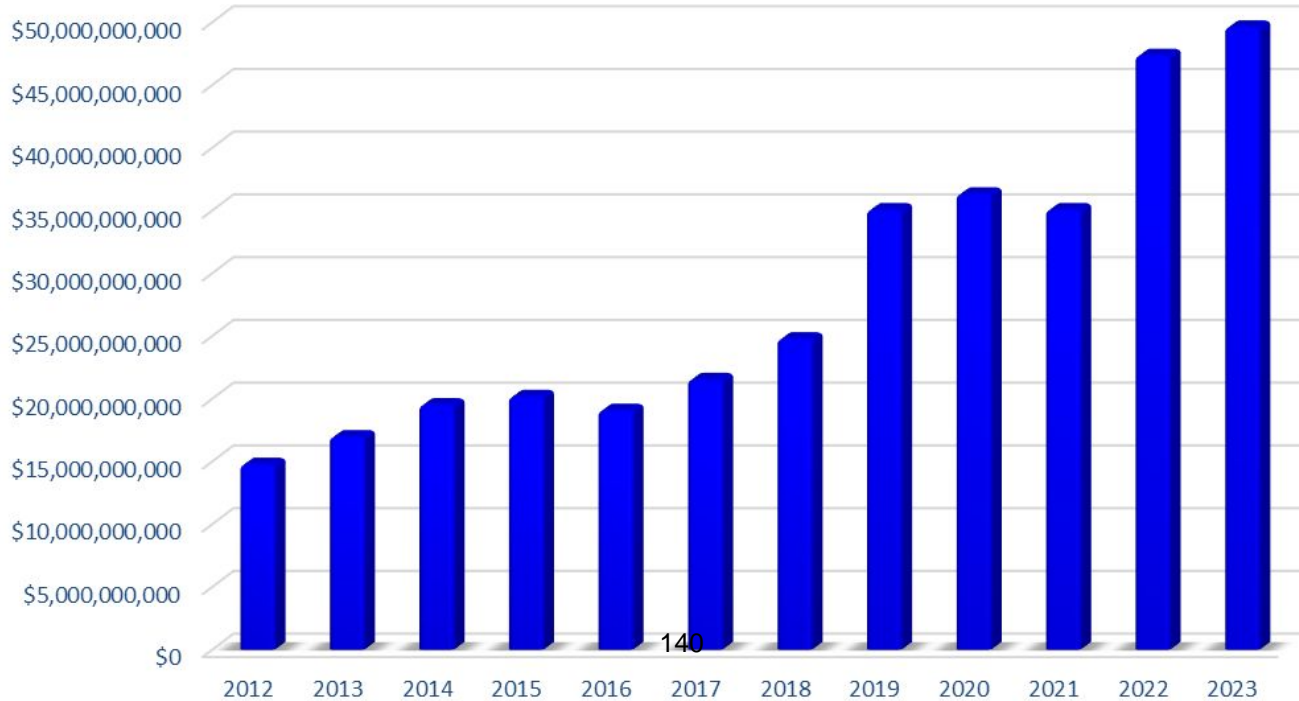
Enrollment Trends

Enrollment Trends & Projections



Historical Property Values

Historical Certified Property Values Per Comptroller



2025 - 2026 Budget Priorities

1. Sustainable Budget
2. Salary Increase
3. Data-driven budgeting based on board goals, strategic plan, and comprehensive assessment

Key Budget Assumptions

- Projected Enrollment - 30,103
- Projected ADA - 27,311
- Projected Attendance Rate - 93%

Next Steps

- Budget Allocations for Campuses
- Compensation Plan Review
- Administration Review of Budget
- Track Proposed Legislation
- Finance Committee Meetings
- Budget Adoption

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10. Action Items

A. Discussion of and Request for Approval of Renewal of Senate Bill 1882 Partnership
Third Future Schools-Texas at Sam Houston Collegiate Preparatory Elementary
Presenter: Roberto Cedillo

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Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: December 17, 2024

Presented by: Roberto Cedillo

Subject: Discussion of and Request for Approval of Renewal of Senate Bill 1882 Partnership Third Future Schools-Texas at Sam Houston Collegiate Preparatory Elementary

Action Item

Financial Impact

This agreement allows for the Operating Partner to receive additional SB 1882 Funds.

Board Goals/ Strategic Plan Goals

Board Goal 1-4

Executive Summary

Presentation and discussion of the 1882 partners in the last year of their contract, Third Future Schools-Texas at Sam Houston Collegiate Preparatory Elementary. Based on Policy, upon the expiration of a charter performance contract, the Board may renew the contract for up to an additional ten-year term. In accordance with law, the Board shall renew a charter performance contract only if the Board finds that the campus charter has substantially fulfilled its obligations and met the performance standards in the contract and applicable law.

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

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

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



Midland Independent School District

BOARD OF TRUSTEES AGENDA

The following are the proposed changes for the renewal:

Term: Extend the contract and partnership through the 2027-2028 school year.

Enrollment: Increase enrollment to bring building utilization to 100% functional capacity.

Academic Goals:

Performance Goal 1 is aligned with the MISD Board Goals, one of the Superintendent's Constraint Progress Measures established by the Board is to ensure that by 2028, 70% of our students are enrolled in campuses rated "A" or "B." Therefore, we are requesting that Third Future achieve a minimum of a "B" rating.

Performance Goal 1			
	2025 - 2026	2026 - 2027	2027 - 2028
Campus Rating	B	B	B

Performance Goal 2 is aligned with MISD Board goal 1 but reflects a higher level of achievement due to Sam Houston's higher baseline in this area. While MISD's goal is set at 48% for the '25-'26 school year, Sam Houston's starting point is 61%. The percentage increase over the next two years remains consistent with MISD's target growth rate.

Performance Goal 2: 3rd Reading - Meets			
	2025 - 2026	2026 - 2027	2027 - 2028
The percentage of 3rd grade students who score meets grade level performance or above on the reading language arts STAAR assessment.	61%	64%	68%



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Performance Goal 3 is aligned with MISD Board goal 2.

Performance Goal 3: 3rd Math - Meets			
	2025 - 2026	2026 - 2027	2027 - 2028
The percentage of 3rd grade students who score meets grade level performance or above on the math STAAR assessment.	45%	48%	50%

Performance Goal 4 is aligned with MISD Board Goal 3.

Performance Goal 4: 4th - 6th Growth - Reading			
	2025 - 2026	2026 - 2027	2027 - 2028
The percentage of 4th - 6th grade students who meet or exceed their reading language arts STAAR annual growth.	75%	76%	77%



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Performance Goal 5 is aligned with MISD Board Goal 4.

Performance Goal 5: 4th - 6th Growth - Math			
	2025 - 2026	2026 - 2027	2027 - 2028
The percentage of 4th - 6th grade students who meet or exceed their math STAAR annual growth.	67%	69%	71%

Funding:

The current agreement has a district holdback percentage of 6% based on the partner's state funds, exclusive of the additional 1882 funds, to help offset the cost of district expenses. The recommendation increases the holdback percentage to 7.6%, which accounts for the increased cost of operations for the district. This number was calculated based on the services provided to the partnership and in line with the methodology we use for all district partnerships. The agreement also states the partner will be responsible for 100% of their nursing salary, which is in line with their other TFS agreement and other partnership agreements as well. Previously, the partnership split the cost with the district for the salary of their nurse. The partnership is also in good standing with their annual audits, free of instances of findings.

Recommendation

MISD Administration recommends approval of the agreement between Midland Independent School District and Third Future Schools-Texas to manage Sam Houston Collegiate Preparatory Elementary School through 2028.

Motion

Approve as presented

Contact Person

Melissa Horner, Executive Director Student Services

Enclosure

Agreement Between MISD and Third Future-Texas

**AGREEMENT BETWEEN
MIDLAND INDEPENDENT SCHOOL DISTRICT
AND
THIRD FUTURE SCHOOLS-TEXAS**

This Agreement (the “Agreement”) is made and entered into as of December 17, 2024 (“Commencement Date”) by and between **MIDLAND INDEPENDENT SCHOOL DISTRICT**, a public independent school district and political subdivision of the State of Texas, (“District” or “MISD”) and **THIRD FUTURE SCHOOLS-TEXAS** (“Operating Partner” or “OP”) (together, the “Parties”) to operate **Sam Houston Collegiate Preparatory Elementary School**, Campus Number 165901111 (the “School” or “Campus”), or as modified by Paragraph 3.02 below. The purpose of this Agreement is to set forth the objectives, understandings, and agreements of the Parties in connection with the establishment and operation of Senate Bill No. 1882, adopted by the 85th Texas Legislature in 2017, codified as Texas Education Code (“TEC”) §§ 11.174 and 42.2511 (“SB 1882”), which allows this cooperative partnership between a public education institution and an in-district charter authorized under TEC Chapter 12, Subchapter C.

ARTICLE I. RECITALS

- 1.01 Independent School District. MISD is an independent school district created in accordance with the laws of Texas.
- 1.02 Authority to Contract. The Board of Trustees of MISD is empowered by TEC §§ 11.157 and 11.174 to contract with a public or private entity for that entity to provide educational services for the District.
- 1.03 Non-Profit Organization. Third Future Schools-Texas is an organization that is exempt from taxation under Section 501(c)(3), Internal Revenue Code of 1986 (26 U.S.C. Section 501(c)(3)). MISD hereby contracts with OP to operate a charter under TEC Chapter 12, Subchapter C, and OP is eligible under TEC §§ 11.174 and 12.101(a) to operate the School.
- 1.04 Charter Granted and Term of Charter. On the Commencement Date, the District hereby grants the OP a charter in accordance with and under TEC Chapter 12, Subchapter C, specifically §§ 12.0521 or 12.0522. This is an in-district charter with the lowest performance rating in accordance with TEC § 12.0522(c), such that this Agreement is not subject to the 15% limit described in TEC § 12.0522(c). The District shall ensure that the charter is properly authorized under TEC Chapter 12, Subchapter C. A charter granted under TEC Chapter 12, Subchapter C begins on the Commencement Date and expires on June 30, 2028, in accordance with TEC § 12.0531.

- 1.05 Consideration. In consideration of the mutual agreements set forth in this Agreement, and for other good and valuable consideration, the Parties agree as follows:

ARTICLE II. PURPOSE OF AGREEMENT

- 2.01 Contract for Services. This Agreement constitutes a contract for services.
- 2.02 Premise of Agreement. This Agreement is predicated on understanding that students benefit when decisions regarding educational programs, operations, and student services are made at the school level and that autonomy and accountability are mutually reinforcing principles.
- 2.03 Student Achievement. The primary purpose of this Agreement is to improve student outcomes by authorizing OP to operate the School 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 Continuation of School Operations. The Parties intend for OP to continue operations of the School through the 2027-28 school year in accordance with Article X of this Agreement.

ARTICLE III. DEFINED TERMS

- 3.01 School. In addition to the meaning as defined above in this Agreement as “Sam Houston Collegiate Preparatory Elementary School,” “School” has the meaning assigned in the Texas Administrative Code (“TAC”) § 97.1051(3) and includes all components of the operation of the campus, including, without limitation, the grade levels served, the courses taught, the instructional materials, staffing, budgetary allocations, scheduling, transportation, and other services and responsibilities associated with school operation.
- 3.02 Facilities. “Facilities” are defined as the building(s) located on the School campus, the address of which is 2000 West Louisiana Avenue, Midland, TX 79701, and related equipment, furnishings, and property improvements, including any athletic fields and related improvements, and the land on which the building(s) and related improvements are located as more fully defined in Article XIII.
- 3.03 Material Breach. A “Material Breach” of this Agreement shall include the failure of a Party to comply with or fulfill any material obligation, condition, term, 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 as defined by Paragraph 3.04, 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 VI below.

ARTICLE IV. TERM AND TERMINATION

- 4.01 Term. The term of this Agreement shall begin July 1, 2025 and end on June 30, 2028 (“Term”). This Agreement may only be renewed for an additional term by mutual, written agreement of both Parties, executed no later than February 1 of the last year of the applicable Term. At the end of any Term, either Party may non-renew this Agreement without any penalty. This Agreement is subject to the termination provisions detailed in this Article.
- 4.02 Termination by Mutual Consent. This Agreement may be terminated at any time by mutual written agreement of OP and the District if termination is effective no sooner than the end of the then current school year.
- 4.03 Termination for Cause. Either Party may terminate this Agreement if the other Party fails to remedy a Material Breach of this Agreement within sixty (60) days after written notice by the non-breaching Party of such Material Breach; provided, however, that if the breach would affect the safety or well-being of a student and is not reasonably capable of being cured, then no such notice and opportunity to cure shall be required. If OP terminates this Agreement because of the District’s Material Breach that is not cured, then the District shall pay OP a transition fee totaling the actual transition costs of up to \$500,000.00 as liquidated damages. If the District terminates this Agreement because of OP’s Material Breach that is not cured, then OP shall pay the District a transition fee totaling the actual transition costs of up to \$500,000.00 as liquidated damages. The Parties acknowledge that the transaction fee is to cover teacher salaries, service agreement contracts, and other transition costs to support the transition after this Agreement is terminated under this Paragraph. Based on the above considerations, both Parties agree that it is reasonable for OP and the District to be paid in the amounts set forth above and that such amounts are intended by the Parties as compensatory and not punitive.
- 4.04 Termination Related to Academic or Financial Performance. The District may terminate this Agreement without penalty as a result of the OP’s failure to meet the academic or financial performance goals defined in Addendum A-3 and A-4, in the manner prescribed by Addendum A-3 and A-4. Termination under this paragraph shall be effective at the end of the then current school year so long as written notice of such termination is provided no later than thirty (30) days after receipt of the Commissioner of Education’s academic ratings or the determination of student outcome goals.

- 4.05 Termination Right to a Public Hearing. If neither party is in breach of this Agreement and the School successfully achieves the student outcome goals specified in Addendum A-3 and A-4, the District shall hold a public hearing conducted in accordance with Chapter 551 of the Texas Government Code at least sixty (60) days prior to any District action to terminate or non-renew the Agreement. If the School fails to achieve the student outcome goals specified in Addendum A-3 and A-4, the District shall not extend this Agreement without a public hearing at least sixty (60) days prior to any District action to extend or renew the Agreement.
- 4.06 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.

ARTICLE V. RELATIONSHIP OF THE PARTIES

- 5.01 Nature of Relationship. The relationship between the Parties hereto shall be that of contracting parties. OP shall operate as an independent contractor to the District and will be responsible for delivering the services required by this Agreement. The relationship between and among the Parties was developed and entered into through arms-length negotiations and is based solely on the terms of this Agreement and such contracts and agreements as may be created in the future from time to time between the Parties and reduced to writing.
- 5.02 No Agency. Neither Party will be the agent of the other Party except to the extent otherwise specifically provided by this Agreement. Neither Party has the express nor implied authority to bind the other Party to any contractual duty or other obligation other than what is specifically stated in this Agreement. Unless specifically agreed to in writing by the Parties, no employee, agent or contractor employed or retained by the District to perform work at the School will be deemed to be an employee, agent, or contractor of the OP, nor shall any employee, agent, or contractor employed or retained by the OP to perform work at the School be deemed to be an employee, agent, or contractor of the District. Furthermore, both Parties shall 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 the minutes of such meeting) and as agreed to in writing by the Parties.
- 5.03 No Common Control. Neither Party is a division, subsidiary, affiliate, or any part of the other Party or has the right or authority to exercise any common control of any other Party.

Nothing herein will be construed to create a partnership or joint venture by or between the District and the OP.

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

ARTICLE VI. APPLICABLE LAWS

- 6.01 Compliance with Applicable Law. The Parties shall perform their respective obligations under this Agreement in compliance with Applicable Law. 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 ("Section 504"); the Age Discrimination Act of 1975; the Americans with Disabilities Act; the Individuals with Disabilities in Education Act ("IDEA"); the Family Educational Rights and Privacy Act of 1974 ("FERPA"); the Every Student Succeeds Act to the extent specified in the Act; the Texas Education Code to the extent the School is not exempt; applicable record retention laws and conflicts of interest laws under the Texas Local Government Code; the Texas Government Code and the Texas Local Government Code, to the extent it applies to the School; the Texas Open Meetings Act and Texas Public Information Act under the Texas Government Code; and any amendments, interpretations, and reauthorizations of the foregoing.
- 6.02 Scope of Applicable Law. The Parties agree that certain laws and regulations that apply to other schools within the District may not apply to the School or its operation as a consequence of the grant of a campus charter under Texas Education Code, Chapter 12. The Parties further agree that, except as provided in this Agreement, as identified in Addendum A-2, or required by Applicable Law, no provision, rule, or guideline of Texas law otherwise applicable to a governing body or school shall apply to the School or its operation.
- 6.03 Immunity. Nothing contained in this Agreement shall be read to generally waive the immunity granted by TEC, Chapter 22, Subchapter B, and TEC, Chapter 12, Subchapter C or available under common law to either Party or to the School.

ARTICLE VII. GOVERNING POLICIES

- 7.01 Limitation on Authority. Any and all services contracted for or performed for the School must be made by each Party in strict accordance with the responsibilities of each Party as

detailed in Article IX of this Agreement. An educational or administrative service necessary for operation of the School, but not specifically reserved for the District to provide under this Agreement, shall be provided and solely managed by OP insofar as such delegation is permitted by state and federal law. A service is provided by OP if OP performs the service, contracts for its performance, or otherwise ensures and oversees provision of the service. Unless OP agrees in writing, the District has no authority to make purchases or provide services to the School that are not identified as the District's responsibility under Article IX of this Agreement.

- 7.02 Policy Election. OP shall operate in accordance with the District's Charter Policy specified in Addendum A-1, as it currently exists or as it may be amended, so long as any such amendment does not constitute a Material Breach of this Agreement. If both Parties agree that an amendment amounts to a Material Breach, then the Parties may agree to operate under a prior (non-amended) policy so long as the prior policy is in compliance with the then-current Applicable Laws.
- 7.03 Adoption and Publication of School Policies. OP shall have the initial and final decision in adopting policies applicable to the School campus and Facilities. All policies adopted by the OP shall comply with Applicable Law. OP shall provide drafts of proposed policies or proposed amendments to policies currently in effect to the District for review and comment no later than thirty (30) days prior to the meeting at which the policies are to be considered for adoption or amendment. OP shall publish adopted policies and District Board Policies applicable by law or by election under this agreement on the School's website.
- 7.04 Future Waivers and Exemptions. Pursuant to 19 TAC § 97.1075(d)(6), the School is exempt from laws and rules to the fullest extent allowed by TEC, Chapter 12, Subchapter C, and is exempt from all District policies except for laws, rules, and policies that are specifically identified as applicable to the School in this Agreement and/or incorporated by reference herein. The Parties will collaborate in applying for waivers from any restrictions imposed by Applicable Law when it is jointly determined that such waiver would expand opportunities for students enrolled in the School Campus. If the District is relieved from compliance from certain state or federal law or regulation through a waiver, adoption, or amendment of a local innovation plan under Chapter 12A, Texas Education Code, the School is automatically relieved from compliance regardless of whether such relief is addressed in this Agreement. Further, if a waiver from a local policy, procedure, protocol, or other requirement is granted to another school in the District that serves students at the same grade levels offered at the School, and the policy is not waived by this Agreement, the waiver applies to the School unless the District notifies the School otherwise in writing within sixty (60) days of the waiver's application to the other school(s).

ARTICLE VIII. PERFORMANCE REQUIREMENTS

- 8.01 Student Outcome Goals. The primary responsibility of OP under this Agreement is to ensure that the annual student outcome goals specified in Addendum A-3, or as amended, are achieved.
- 8.02 Performance Measurement, Methods, and Timeline. The Parties agree that achievement of annual student academic and financial performance targets agreed upon by the Parties and specified in Addendum A-3 and A-4 will be determined using the methods, indicators, and timelines specified that Addendum.
- 8.03 Performance Consequences. The Parties agree to specific, material consequences in the event that the OP does or does not meet the annual academic or financial performance expectations and goals described in Addendum A-5.
- 8.04 Responsibilities of OP Governing Board. The governing board of OP agrees that it is responsible for ensuring that OP achieves performance goals specified in Addendum A-3 and A-4 and is obligated to oversee management of the School and intervene as required to ensure that performance goals are achieved.
- 8.05 Monitoring Performance. The District shall retain the right to monitor the performance of the School and OP as required by Addendum A-3 and A-4.

ARTICLE IX. RESPONSIBILITIES

- 9.01 OP Responsibilities: The OP shall have the sole authority over matters involving academic curriculum, the instructional program, and related expenditures. In accordance with Paragraph 11.01, OP shall have sole authority to select, reassign at the School, or request removal by the District of any District employees or contractors. OP shall have sole authority regarding the employment of OP employees, including, without limitation, hiring, assignment, evaluation, compensation, advancement, and other terms of employment.
- 9.01.1 *Administration*. OP shall select and manage the School's Principal, Assistant Principal(s), and any other role designated as an administrator, who will be employed by the OP.
- 9.01.2 *Teaching Staff*. OP shall select, supervise, and manage the School's teachers, teaching assistants, paraprofessionals, curriculum specialists, program coordinators, and any other academic instructional role, who shall be employees solely of OP. OP may independently apply for and be allocated funds available through the Texas Teacher Incentive Allotment ("TIA") to the extent permitted by the Texas Education Agency ("TEA") and state law.
- 9.01.3 *Miscellaneous*. OP shall select, supervise, and manage the School's guidance counselors, librarians, extracurricular activity instructors, physical education

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

- 9.01.4 *Staffing Plan.* OP shall have sole non-delegable authority to determine the staffing plan and positions at the School, provided funds subject to OP’s control under the terms of this Agreement are sufficient to discharge all obligations associated with the staffing plan and positions.
- 9.01.5 *Special Programs.* OP shall provide Special Education and inclusion services with support from the District as outlined in Paragraph 9.02.7. OP agrees to comply with best practices for Special Education services in compliance with guidance from TEA. The Parties shall share all information necessary to coordinate Special Education services. OP shall identify and provide all Section 504 related services to students as required by Applicable Law. OP shall provide all Bilingual Education, English as a Second Language, and Special Language Programs at the School in accordance with Applicable Law. Each party shall comply with Applicable Laws, including but not limited to, IDEA and Section 504, as necessary to carry out its responsibilities under this Agreement.
- 9.01.5.1 *Dyslexia Services.* OP shall be responsible for providing dyslexia intervention and support services. Any allotment received by the District for services to students with dyslexia shall be allocated to OP in accordance with Paragraph 14.04.
- 9.01.5.2 *Specialized Learning Environments.* The Parties shall collaborate regarding the placement of students in other District Special Education programs and facilities as determined by the Admission, Review, and Dismissal (“ARD”) committee. Special Education funds shall follow the student and be allocated to the campus implementing the student’s Individualized Education Plan (“IEP”) and related services.
- 9.01.6 *Record Keeping.* District and OP will coordinate record keeping in order to comply with state law. OP shall appoint and employ personnel responsible for maintaining necessary School records, which shall include, but not be limited to, student attendance, student grades, accounting for all Federal and State Funds used at the School, and any and all records required to be entered into TEA’s Public Education Information Management System (“PEIMS”).
- 9.01.7 *OP School and Regional Support.* OP shall ensure that at least one staff member from Third Future Schools-Texas, who is proficiently trained in implementing OP’s instructional model, will provide on-site support and oversight to the School not less than quarterly each school year. OP’s school leader will also be proficiently trained in implementing OP’s instructional model with appropriate support from Third Future Schools-Texas.
- 9.01.8 *Health Services.* OP shall be responsible for selecting and supervising the School’s nurse and/or any other health care provider located on the campus. Upon OP’s request, the District may agree to supply a nurse or other health care provider to OP for services at the School. In such cases, OP shall bear full

financial responsibility for all related costs, including, but not limited to, salary, benefits, and any additional expenses incurred in providing such personnel.

9.01.9 *Campus Security.* OP shall provide, staff, and oversee the School’s security operations, including, but not limited to peace officers and other security personnel. OP herein agrees to fulfill all campus safety and security responsibilities at the School, as outlined in Applicable Law and TEA regulations that would otherwise be the responsibility of the District.

9.02 District Responsibilities. The District shall maintain control of and shall be responsible for all activities as agreed to by the Parties, subject to OP’s annual election of individual services described in Paragraph 14.02, which include, but are not limited to, the following:

9.02.1 *Student Transportation.* The District shall provide all necessary student transportation to and from the School and to and from school related activities (“regular student transportation routes”). Any transportation needs outside of the District’s regular student transportation routes, including, but not limited to, field trips and regular attendance days at the School that are not regular attendance days for other District schools, shall be contracted back to the District and paid for by OP. District, at their sole discretion, reserves the right to deny transportation services to the OP in the event of inclement weather.

9.02.2 *Maintenance.* The District shall maintain the School campus and Facilities by overseeing and contracting for the regular maintenance of the campus by janitorial staff, groundskeepers, and maintenance personnel.

9.02.3 *Building Utilities.* The District shall provide the utilities necessary to operate the School, which will be charged back for actual cost to the OP on a regularly scheduled basis.

9.02.4 (Intentionally Omitted)

9.02.5 *Food Services.* The District shall provide food and cafeteria services to the School in accordance with applicable federal, state, and local laws and regulations. To the extent required by law or rule, OP shall coordinate with the District for reporting to third parties regarding student eligibility, claims, and counting for meals provided to students.

9.02.6 *Substitute Teachers.* To the extent the District is able, the District shall provide OP access to its substitute teacher pool. OP shall schedule and compensate any needed substitute teachers for the School.

9.02.7 *Special Education.* The District shall provide OP access to District-employed diagnosticians and Licensed Specialists in School Psychology at mutually agreed upon times for conducting Special Education services as required by federal and state law and regulations. OP may elect to utilize District vendors or staff, as determined by the District, to provide Special Education related services at the School, which will be billed to the OP on a regularly scheduled basis. The District will be responsible for all education services for students placed in

Special Education programs or facilities outside of the School, as described by Paragraph 9.01.5.2.

ARTICLE X. SCHOOL OPERATIONS

- 10.01 OP's Governing Board. OP represents that a true and accurate list of its current directors ("Directors") is attached to this Agreement as Addendum A-2. If there is any change to the Directors during the Term of this Agreement, OP shall provide written notice to the District of the change within thirty (30) days. No District Board of Trustees member, Superintendent, or any staff member responsible for granting this Agreement shall be appointed to OP's Governing Board. District staff may not comprise a majority of OP's Governing Board.
- 10.02 Budgetary Authority of OP. OP has sole authority to approve or amend the budget for the School and to make expenditures thereunder relating to any matter involving academic curriculum, the instructional program, or other matters related to OP's responsibilities and obligations under this Agreement.
- 10.03 School Leadership. The Chief Administrator ("Executive Director") of the School shall be the assigned agent of the OP, who will monitor, direct, and supervise the Head of School ("Principal"). The Principal shall be appointed and employed by OP.
- 10.03.1 *OP Employee*. OP shall hire and manage at least one employee at the School, which may be, but is not limited to, the Executive Director.
- 10.04 Grade Levels. The School will serve students in grades Pre-Kindergarten through sixth grade. OP shall not serve any other grade level at the School without the written consent of the District.
- 10.05 Attendance Area. The School's attendance area ("Attendance Area") shall be defined as the area designated in Addendum A-8 to this agreement, subject to TEC § 12.065.
- 10.06 Enrollment Policies. Any student who resides in the Attendance Area may attend the School. The Parties will collaborate and agree on a process for enrollment of students into the School. Prior to implementing any plan to increase capacity at the School, the District shall provide notice to OP, afford OP an opportunity to comment on the plan, and coordinate any such capacity increase with OP. In addition to the agreed-upon enrollment policies, the following applies:
- 10.06.1 *Discrimination Prohibited*. OP is prohibited from discriminatory admission, suspension, or expulsion of a student on the basis of a student's national origin, ethnicity, race, religion, disability, gender, or academic achievement.

- 10.06.2 *Enrolled Students.* All students attending the School shall be enrolled in the District.
- 10.06.3 *Students Residing Outside of the School's Designated Attendance Zone.* Students who wish to enroll at the School, but reside outside of the School's designated attendance zone, may apply for admission and transfer in accordance with the District's then-applicable admissions policies and procedures. Preference shall be given to students who reside within the District's defined boundaries.
- 10.06.4 *Enrollment Goals and Performance Expectations.* OP is expected to meet the following enrollment targets for the School Campus during each respective school year: 2025-26: 558 students, 2026-27: 589 students, 2027-28: 620 students. If OP fails to meet these enrollment goals, the MISD Board of Trustees reserves the right to initiate an improvement plan or take other corrective action to address underperformance. OP shall report enrollment numbers at designated intervals agreed upon with the District to ensure compliance with this requirement.
- 10.06.5 *Enrollment of Students Zoned to the School.* Students residing within the designated attendance zone for the School Campus shall be permitted to attend the School regardless of capacity limitations. Such students are entitled to enroll directly without the need to complete an application.
- 10.06.6 *Zoned Students Electing Not to Attend.* Students who reside in the attendance zone but opt not to attend the School Campus at any time must submit a formal transfer application through Apply Midland or an equivalent system designated by the District. This transfer policy will apply regardless of grade level or school year, ensuring orderly processing and tracking of zoned students who elect not to attend the School Campus.
- 10.07 Discipline and Expulsion Policies. OP shall implement student discipline, suspension, and expulsion policies in compliance with Applicable Law, including, but not limited to, TEC Chapter 37. OP will utilize the District's Disciplinary Alternative Education Program ("DAEP") in alignment with standard District practices. OP shall re-admit students placed in the District's DAEP after completion of their disciplinary assignment. OP shall abide by all Applicable Laws concerning due process and concerning the discipline of students with disabilities.
- 10.08 Schedule. OP will have sole authority in determining the school day, school year, bell schedule, schedule for before and after-school services and for extra-curricular activities. OP shall collaborate with the District in reviewing the District's policies and schedules

and making a good faith effort to align the School's schedule to the extent necessary to enable the District to provide transportation for students enrolled in the School in an efficient manner. OP's schedule shall comply with the State of Texas' required minutes of instruction. OP agrees to provide this information to the District no later than forty-five (45) days before start of school.

- 10.09 District Meetings, Initiatives, and Training. School staff under the supervision and control of OP will not be required but may participate in District training events or other meetings at the direction of the OP. OP agrees that all School staff shall comply with and receive training required by Applicable Law.
- 10.10 Contractor Criminal History Background Checks. The District shall conduct criminal history background checks for all vendors and contractors selected by the District as well as for all District employees. OP shall conduct criminal history background checks for all vendors and contractors selected by OP as well as for all OP employees, or OP may contract with the District for such checks. The District and OP shall adhere to reporting requirements, definitions, and laws further detailed in Paragraph 11.03. Either Party's failure to comply with this Paragraph's reporting requirements shall amount to a Material Breach of this Agreement.
- 10.11 Technology Infrastructure; Network Services. The District shall be responsible for providing, repairing, and maintaining technology infrastructure, including, but not limited to, computers/tablets, printers, and network services at the School of a standard reasonably comparable to other District schools. OP shall provide District with a list of additional equipment purchased and collaborate with the District to ensure consistency between the standard equipment and the needs of the School.
- 10.12 Media Requests. The Parties agree to collaborate on responses to any media requests or press releases related to the School. The Parties shall collaborate prior to responding to any media request or making a press release and further agree that any statement made will have prior approval by each Party, which shall be reasonably and timely granted. This requirement does not apply to: (a) general communications regarding OP or the District that may include references to the School, or (b) crisis communications regarding the School.
- 10.13 Communications with Students' Parents. The Parties agree to jointly approve a protocol for communications with students' parents within sixty (60) days of the execution of this Agreement.

ARTICLE XI. STAFFING

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

School, including, but not limited to, the School Leader, other administrators, teachers, and teaching assistants that are directly 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 personnel policies or procedures and that OP has sole authority over hiring, assignment, evaluation, development, advancement, compensation, continuation, and all other terms of employment with respect to OP's responsibilities detailed in Paragraph 9.01 of this Agreement and in accordance with OP's personnel policies.

- 11.02 Employee Documentation. Each Party shall be responsible for the formal documentation of the work performance of their respective employees. OP shall collaborate with the District to provide information to the District's Human Resources Director or other designee regarding the work performance of District employees assigned to the School.
- 11.03 Criminal History Background Checks. Unless contracted for by the District as stated in Paragraph 10.10, OP shall perform all criminal history background checks required by Applicable Law, including without limitation those required for School personnel, applicants, vendors, contractors, and volunteers and shall take action required by law upon completing the background check. OP and the School's employees shall adhere to the laws in Senate Bill 7, adopted by the 85th Texas Legislature, and codified in TEC §§ 21.006 and 22.087. As permitted by law, 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 within seven (7) business days of notice. 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 also understands that the District's Superintendent 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. Notwithstanding the foregoing, the District's Superintendent shall have no obligation to report OP's employees to the State Board of Educator Certification ("SBEC"). OP's failure to comply with this Paragraph's reporting requirements shall amount to a Material Breach of this Agreement.
- 11.04 Child Abuse Reporting. All District and OP employees working at the School shall comply with all Applicable Law governing mandatory child abuse and neglect reporting, including but not limited to the Texas Family Code Chapter 261, TEC §§ 38.004, 38.0041, and the Texas Administrative Code § 61.1051.
- 11.05 Certified Personnel. The School's personnel shall, at a minimum, have the qualifications required by Applicable Law for the assigned role, except to the extent a requirement has been lawfully waived or the individual is subject to a lawful exemption.

- 11.06 Employment Records. OP is responsible for maintaining the employment records for all OP personnel at the School. All employment records of OP employees only are the property of OP.
- 11.07 Employee Complaints and Grievances. The Parties agree that the District's employees' complaints and grievances will be governed by the District's policies and OP's employees' complaints and grievances will be governed by OP's policies.
- 11.08 Non-Solicitation. Both Parties agree not to hire any employee from the other Party without first conducting a reference check with the employee's current supervisor (or Human Resources Department, if preferred by supervisor), and until it receives written confirmation that the employee has been released from any contractual obligations with the other Party. For lateral hires, both Parties agree to make a good faith effort to hire any staff members making a lateral (same/similar position) transfer across organizations within a mutually agreed upon transfer window. This window will be set together annually for the coming school year before June 30. If a lateral transfer opportunity falls outside of the transfer window and while the employee is under current contractual obligations to its current employer, the then 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. Both Parties agree to work together to share recommendations regarding former employees who may be suitable for employment by the other Party. Nothing in this Paragraph alters the nature of the ongoing relationship between any employee and his/her employer.
- 11.09 Teacher Retirement System. An employee of the OP is eligible for membership in and benefits from the Teacher Retirement System of Texas if the employee would be eligible for membership and benefits if holding the same position at the District.
- 11.10 Removal of District Personnel. OP shall have the sole authority to request removal of any District employee or District contractor assigned to the School. Prior to the removal of any District employee from the School, OP shall provide to the District any required documentation, after which, the District shall grant the request within twenty (20) working days. In the event that OP seeks to prevent any District employee from returning to the School for the upcoming school year, OP shall notify the District no later than March 1 of the current school year. In this event, the District may still require that OP submit any required documentation to the District Human Resources Department.

- 11.11 Nepotism Restrictions. The School shall comply with all nepotism restrictions. All persons employed by School prior to the Commencement Date of this Agreement will be considered “grandfathered in” and exempt from nepotism restrictions.

ARTICLE XII. ACADEMIC PLAN

- 12.01 Curriculum and Program. OP will have sole authority to approve all curriculum decisions beyond the minimum requirements outlined in 19 Texas Administrative Code §74.2 (relating to Description of a Required Elementary Curriculum), lesson plans, instructional strategies, and instructional materials, as defined in TEC, §31.002(1), to be used at the School. This authority includes sole authority over educational programs for specific, identified student groups, such as gifted and talented students, students of limited English proficiency, students at risk of dropping out of school, and other statutorily defined student populations.
- 12.02 Educational Plan or Academic Model. OP will implement the education plan described in its proposal to operate the School, attached as Addendum A-6. The OP will include in the plan the vision for the School, including its culture, curriculum, assessment program, instructional strategies, talent recruitment and management strategies, professional development activities or programs, evidence that the aforementioned strategies and programs can be effective with the student population served at the School, and the management routines and practices to be implemented by the OP in managing the staff and academic programs at the School. OP will ensure that the curriculum satisfies the minimum requirements outlined in 19 TAC §74.2. OP agrees to notify the District of any significant alteration of this plan within ten (10) business days.
- 12.03 Selection of Instructional Materials. OP has sole authority to select instructional materials (as defined in TEC, §31.002(1)) for the School and represents that selected materials will align with the Texas Essential Knowledge and Skills (“TEKS”), or its successor, and any other standards that may be required under Applicable Law.
- 12.04 Assessments. OP has sole authority over the selection and administration of student assessments not required by federal or state law.
- 12.05 Extracurricular Programming and Participation. Students enrolled at the School may join any extra-curricular activity offered by OP for its enrolled students. Students enrolled at the School may not participate in extra-curricular activities offered at other campuses within the District.
- 12.06 Student Behavior. Students enrolled at the School will be required to follow the OP’s Student Code of Conduct as presented in its proposal to operate the School and attached as Addendum A-6. OP agrees to notify the District of any modification of its Student Code of Conduct in writing at least sixty (60) days in advance of implementation. OP agrees that it

will not modify DAEP or expulsion provisions without consent of the District; provided, however, that such consent shall not be unreasonably withheld or delayed. OP agrees that a student shall not be suspended or expelled from the School for attendance or academic performance reasons. OP shall pay the District the actual cost for any student OP assigns to the District's DAEP.

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

ARTICLE XIII. FACILITIES

13.01 Facilities. The District shall provide Facilities, in the form such facilities were dedicated to use by the School prior to the commencement of this Agreement, including classrooms, office furniture, equipment, and storage areas for the School. 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 neat and orderly manner.

13.02 Ownership. The Parties acknowledge that all Facilities are owned by the District.

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

13.04 Furniture and Equipment for Classrooms and Instructional Areas. In consultation with OP regarding the furniture and equipment needs of the OP classrooms, the District will supply existing chairs, desks, bookcases, bookshelves, file cabinets, computer tables, conference tables, and other furniture as reasonably required for the School. Such furniture and equipment will be substantially the same as furniture and equipment provided in other classrooms for the same grade level and/or same subject at other District schools. OP also may furnish other furniture, fixtures, and equipment, at its cost and expense, as OP determines is required to implement OP's instructional program. The title to all furniture and equipment supplied by the District for use by OP remains vested in the District. The title to all furniture and equipment provided by the OP, without respect to source of funds, remains vested in OP. The District shall tag and identify its property so that ownership is

clear. Each Party shall maintain an inventory list of all of its assets located at the school according to its own inventory control policies.

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

13.06 Janitorial Services. The District shall provide janitorial services at the School in the same manner and at the same level of quality as for the remainder of District's schools.

13.07 Maintenance. OP shall maintain the School's classrooms and any other portion of the Facilities, such as office space and storage areas used exclusively by the OP, in a neat and orderly manner. Both Parties shall comply with Applicable Laws regarding standards of safety and health of students. The District shall be responsible for routine maintenance and major repairs of the School including upgrades, HVAC equipment, roof repairs, and parking lot repairs. The District shall maintain all other portions of the School in a neat and orderly manner. OP shall immediately (no later than 12 hours after discovery of any concern) notify the District of any immediate and urgent repairs needed at the School.

13.08 Insurance Coverage. In addition to the requirements of Article XVII below, each Party, at its own expense, shall maintain its own insurance throughout the Term of this Agreement. The insurance required under this Agreement shall be as follows:

13.08.1 Comprehensive or commercial general liability insurance for not less than \$1,000,000 (combined single limit for bodily injury and property damage per occurrence and in the aggregate). Each Party may elect to carry what other insurance that Party decides is necessary or advisable for its obligations under this Agreement. Such insurance shall be written to cover claims incurred, discovered, manifested, or made during or after the Term:

i) Automobile insurance to cover losses for motor vehicle accidents by that Party; and

ii) Workers Compensation insurance as may be required by Applicable Law for that Party.

13.08.2 The District shall obtain and maintain property insurance for the School as it deems necessary and advisable to carry. Each Party may elect to carry insurance to insure its own personal property located at the School.

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

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

ARTICLE XIV. FINANCIAL MATTERS

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

14.02 Menu of Services. The District may annually publish a service menu and price list for educational and support services other than or in addition to what the District is required to provide under this Agreement. If the District opts to publish a service menu and price list, the District must do so no later than April 1 for the following school year. Such services may include, but are not limited to: professional development; participation of School students in extracurricular activities; transportation for field trips; and transportation or food services needed on days in which the District is not operating. Prices will be stated in a per-pupil, per-square foot, or per-day/hour basis format. Prices will be the at-cost prices for District schools. Should OP utilize a service on the menu, the District will reduce OP's monthly payment pursuant to Paragraph 14.04 for the services provided in the month following performance of the service. The District's initial service menu and price list is attached to this Agreement as Addendum A-9.

14.03 District Administrative Expenses. Required administrative services are outlined in Addendum A-9. OP may not elect out of required administrative expenses. During the Term of this Agreement, the District shall retain 7.62% of all FSP Funds for District administrative services, including mandatory state and federal reporting and data system administration and authorizing oversight ("District Funds"). OP shall receive the remaining of all combined FSP Funds and SB 1882 Funds to operate and manage the School ("OP Funds"). During the entire Term of this Agreement, actual costs for the following services will be deducted from the monthly payment made to the OP: utilities at the School Facility, custodial services at the School Facility, copier service at the School, and the cost for any student assigned to the District's DAEP in accordance with Paragraph 12.06. Both Parties

acknowledge and agree that the goal of this Agreement is to focus effort, money, assistance, and aid to the School's students. The Parties agree that after two years of operation of this Agreement, they will evaluate the finances and enrollment of the School and may reasonably consider redistributing funds under this Agreement. The District will reduce OP's monthly payment made pursuant to Section 14.04 by the amount of fixed administrative expenses monthly.

14.04 Determination of Per Pupil Funding Allocation. In consideration of the services provided under this Agreement, the District shall pay OP for each school year of the Term. OP shall earn funding according to the student allotment estimated calculation in the State Aid Template based on projected enrollment. Funding estimates will be re-calculated at mid-year based on PEIMS snapshot enrollment data for the appropriate grade levels. Per pupil funding allocation based on WADA is subject to an annual offset as defined in Paragraphs 14.02 and 14.03 above. The annual amount set forth in this Paragraph shall be referred to herein as "the Fee." The Parties recognize that the Fee is earned by OP as contractual fees for services rendered and that, as such, is discretionary and unrestricted in nature to the extent permitted by law. Other than the Fee paid to the OP under this Paragraph and the grants awarded for the School under Paragraph 14.07, the District shall retain all State, federal and local funds earned or received on behalf of each student at the School to pay for the activities and services provided by the District under this Agreement.

14.04.1 *Settle-up.* The budget is an estimated financial plan that is available prior to the beginning of the school year. The estimated ADA and weights will be adjusted to actuals based on PEIMS end of year to determine earned allocations. The actual amounts earned and expenditures charged are not fully known until December of the year following the school year and settle-ups will be completed by December 15 of the year following the applicable school year.

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

14.06 Limitations. Notwithstanding any terms herein to the contrary, the District's obligation to compensate OP is expressly subject to the receipt, adjustment, or modification of funds by the District from the State of Texas specifically allocated for those eligible students in attendance at the School. In the event that such funding is not received or reduced, the

District shall not be obligated to OP in any amount, and any prior payments made by the District shall be retained by OP in consideration of and as payment for educational services provided to the date of such termination. This section shall not be construed to relieve the District of any responsibility or obligation to OP if the District fails to receive funding as a result of a failure by the District or its agents or contractors to fulfill requirements necessary for securing funding from the State of Texas.

- 14.07 Federal and State Grants. Federal and state funding must be spent as approved and designated by Federal and State agencies. OP admits knowledge of and agrees that the District's obligation hereunder for payment of Federal and/or State grants is limited to and expressly subject to receipt of any such grant funds from TEA. In the event the District is ever required to refund any funds received from TEA specifically designated for any Federal or State grant program at the School, then it is understood and agreed that OP shall be liable for and shall refund such amounts received. The District may apply for District and/or School-specific grants and the School shall receive funds from any grants awarded the District based on a per-student allocation, provided the District shall only apply for School-specific grants in coordination with OP and with OP's written approval. Should OP fail to respond to a written request for approval within seven (7) calendar days, the District may proceed in applying for School-specific grants without OP's written approval. If the District is successful in its application and receives such grant funds, the District shall retain 10% of such grant funds attributable to the School and OP shall receive 90% of such grant funds, unless the grant's purpose relates to the District's charter partnership development and start-up. The District shall not be entitled to retain any portion of grant funds awarded directly to OP and managed solely by OP. Both the District and OP agree to use any such grant funds in accordance with and for the purposes specified in the grant's application and in the grant award.
- 14.08 Contracting, Purchasing and Procurement. Excluding services that the District provides to OP under this Agreement, 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 laws. OP reserves the right to contract for any services it deems beneficial in operation of the School.
- 14.09 Accounting and Audits. OP shall comply with generally accepted fiscal management and accounting principles. OP's annual financial reports will be provided to the District in Governmental Accounting Standards Board (GASB) format and its monthly financial reports will be provided in Financial Accounting Standards Board (FASB) format. The Parties shall comply with the financial performance goals detailed in Addendum A-3, which shall include, but is not limited to, a completion of OP's annual financial report with respect to operation of the School, receipt of an unqualified audit opinion with respect to operation of the School, and specific consequences in the event that OP does not meet the financial performance goals with respect to its operation of the School. In addition to any

audits required by Applicable Law, OP shall submit to the District within one hundred-eighty (180) days following the end of each fiscal year during the Term of this Agreement, financial statements pertaining to operation of the School audited by an independent certified public accountant. The District shall also retain the right to conduct its own campus audit of the School and annual audit of OP's management of funds received for operation of the School as it deems necessary. OP agrees to comply with all rules, regulations, ordinances, statutes, and other laws, whether local, state or federal, including, but not limited to, all audit and other requirements of the Single Audit Act of 1984. In the event an audit occurs and any expenditures relating to this Agreement are disallowed, OP agrees to reimburse the District immediately for the requisite full amount.

- 14.10 Refund upon Termination; Over Allocation. In the event of termination during the Term of this Agreement, or an over allocation determined under TEC § 48.272 or otherwise, OP agrees to refund to the District, within ninety (90) days of the date of termination or over allocation determination, all advanced but unearned funds.

ARTICLE XV. RECORDS AND REPORTING

- 15.01 Records Management System. The District shall maintain a records management system that conforms to the system required of school districts under the Local Government Records Act, § 201.001 et seq., Local Government Code, and rules adopted thereunder; provided, however, that records subject to audit shall be retained and available for audit for a period of not less than five (5) years from the latter of the date of termination or renewal of this Agreement.
- 15.02 State and Federal Reporting. OP shall report timely and accurate information to the District as necessary for the District to comply with all applicable state and federal requirements. The District shall provide OP with a schedule of reporting requirements and deadlines for OP's compliance. The schedule shall be provided on an annual basis. OP shall report information in the manner requested by the District and correct any demonstrable errors as requested by the District, provided that the manner of reporting or correction requested is not unduly burdensome to OP.
- 15.03 Lawful Disclosure. To the extent that OP or the District will come into possession of student records and information, and to the extent that OP or the District will be involved in the survey, analysis, or evaluation of students incidental to this Agreement, both Parties agree to comply with all requirements of the FERPA and the Texas Public Information Act ("TPIA"). In the event that the District is required to furnish information or records of the School pursuant to the TPIA, OP shall furnish such information and records to the District, and the District shall have the right to release such information and records. Either OP or the District may object to disclosure of information and records under FERPA or the TPIA.

ARTICLE XVI. INTELLECTUAL PROPERTIES

- 16.01 Proprietary Materials. Each of the Parties shall own its own intellectual property including without limitation all trade secrets, know-how, proprietary data, documents, and written materials in any format. Any materials created exclusively by the District for the School shall be owned by the District, and any materials created exclusively by OP for the School shall be OP's proprietary material, regardless of the funding source used to create such materials. The Parties acknowledge and agree that neither has any intellectual property interest nor claims in the other Party's proprietary materials. Notwithstanding the foregoing, materials and work product jointly created by the Parties shall be jointly owned by the Parties and may be used by the individual Party as may be agreed upon by both Parties from time to time.
- 16.02 Name. OP owns the intellectual property right and interest to all of its intellectual property, including, but not limited to, the names "Third Future Schools-Texas" and "Third Future Schools" ("Third Future Names"). The Parties agree that the Third Future Names may be used by District during the Term of the Agreement. The Parties agree that after the expiration or termination of this Agreement, the District shall not use the Third Future Names for its own individual purposes.

ARTICLE XVII. INSURANCE

- 17.01 Insurance Coverage. OP shall secure and keep in force during the Term of this Agreement commercial general liability insurance coverage, including contractual coverage, and automobile liability insurance coverage, with minimum liability limits of \$1,000,000 per occurrence, with a \$2,000,000 annual aggregate. In addition, OP shall secure and keep in force sexual misconduct and molestation coverage as of July 1, 2025 applying the same minimum liability limits as above. The District is to be named as an additional insured under such coverage for any liability arising, directly or indirectly, under or in connection with this Agreement, or with regard to the operations of the School or any event arising therefrom. The District 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 School, in substantially the same manner as it maintains such insurance with respect to other District schools. OP shall also maintain (a) broad form casualty coverage for all personal property located or used at the School, including the Furnishings, which coverage shall be on a full replacement value basis, and (b) worker's compensation insurance to the extent required by the laws of the State of Texas. Any deductible or other similar obligation under OP's insurance policies shall be the sole obligation of OP and shall not exceed \$25,000. Notwithstanding the foregoing requirement regarding insurance coverage, the District shall have the right to self-insure part or all of said insurance coverage in the District's sole discretion. In the event that the District 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, the District shall make funds available to the same extent that they would have been available had such insurance policy been carried.

- 17.02 Form of Policies. All of OP's insurance policies shall be issued by insurance companies qualified to operate in Texas and otherwise reasonably acceptable to the District. Such policies shall name the District, and such other related parties as the District elects, as additional insureds. Evidence of insurance shall be delivered to the District on or before the Possession Date, and thereafter within thirty (30) days prior to the expiration of the term of each such policy, or immediately upon OP's obtaining a new policy. Such coverage may be maintained under a blanket insurance policy of OP.
- 17.03 Evidence of Insurance. Upon request, a Party will furnish a certificate of insurance to the other Party evidencing the required coverage within thirty (30) days after the Possession Date of this Agreement and annually thereafter. Each Party will provide to the other Party notice of any cancellation or material adverse change to such insurance within thirty (30) days of such occurrence.
- 17.04 Cooperation. To the extent that it is reasonably practicable, each Party will comply with any information or reporting requirements required by any of the other Party's insurers.

ARTICLE XVIII. INDEMNIFICATION

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

EACH PARTY (the "Indemnifying Party") covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the OTHER PARTY and the elected officials, employees, officers, directors, volunteers and representatives of the OTHER PARTY, individually and collectively (the "Indemnified Party"), from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the Indemnified Party directly or indirectly arising out of, resulting from or related to the Indemnifying Party's activities under this AGREEMENT, including any acts or omissions of EITHER PARTY, any agent, officer, director, representative, employee, consultant or subcontractor of EITHER PARTY, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this AGREEMENT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of the Indemnifying Party, its officers or employees, in instances where such negligence causes personal injury, death, or

property damage. IN THE EVENT OP AND THE DISTRICT ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE PARTIES UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

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

EACH PARTY shall advise the OTHER PARTY in writing within 24 hours of any claim or demand against EITHER PARTY related to or arising out of the activities under this AGREEMENT.

ARTICLE XIX. GENERAL AND MISCELLANEOUS

- 19.01 Entire Agreement; Order of Precedence. This Agreement, including all referenced attachments and terms incorporated by reference contains the entire agreement of the Parties. All prior representations, understandings, and discussions are merged into, superseded by and canceled by this contract. In case of conflict, the order of precedence of the documents constituting this Agreement is as follows, each listed document superseding in the event of any conflicting provision in a later listed document: (1) this Agreement; (2) Addendum A-1; (3) Addendum A-6; and (4) all other addenda to this Agreement. Any future amendment of this Agreement shall be in writing and shall be signed by both Parties.
- 19.02 Severability. The Parties intend that each provision hereof constitute a separate agreement between or among them. Accordingly, the provisions hereof are severable and in the event that any provision of this Agreement shall be deemed invalid or unenforceable in any respect by a court of competent jurisdiction, the remaining provisions hereof will not be affected, but will, subject to the discretion of such court, remain in full force and effect, and any invalid or unenforceable provision will be deemed, without further action on the part of the Parties, amended and limited to the extent necessary to render the same valid and enforceable and reflect the intent of the Parties.
- 19.03 Waiver. No waiver of any provision of this Agreement will be effective unless in writing, nor will such waiver constitute a waiver of any other provision of this Agreement, nor will such waiver constitute a continuing waiver unless otherwise expressly stated.
- 19.04 Venue and Jurisdiction. OP and the District agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the

Parties created hereunder are performable in Midland County, 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 Midland County or in the United States District Court for the Western District of Texas, Midland Division.

19.05 Governing Law. The laws of the State of Texas, without regard to its conflict of laws provisions, will govern this Agreement, its construction, and the determination of any rights, duties, obligations, and remedies of the Parties arising out of or relating to this Agreement.

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

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

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

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

19.10 Days. Any timeline in this Agreement referencing “days” shall mean calendar days unless otherwise clearly stated.

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

If to the OP:
Zach Craddock
Superintendent, Third Future Schools
431 Sable Blvd.
Aurora, CO 80011
zach.craddock@thirdfuture.org

If to the DISTRICT:
Dr. Stephanie Howard
Superintendent
615 W. Missouri Ave.
Midland, Texas 79701
stephanie.howard@midlandisd.net

19.12 Force Majeure. If the performance of this Agreement or any obligations hereunder is prevented by reason of epidemic, pandemic, earthquake, hurricane, fire, flood or other casualty, or due to strikes, riot, storms, explosions, acts of God, war, terrorism, 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.

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

Entered into this ____ day of _____, 2025

By: _____
MISD Superintendent

By: _____
President of MISD Board of Trustees

By: _____ *Zach Craddock* _____
Superintendent – Third Future Schools

By: _____ *Conrad Coleman* _____
President of Third Future Schools Board of Directors

ADDENDA REFERENCE

Addendum 1: District Charter Policy

Addendum 2: OP Policies and Bylaws and Governing Board

Addendum 3: Student Outcome Goals

Addendum 4: Financial Performance Goals

Addendum 5: Performance Consequences

Addendum 6: Local Partnership Application

Addendum 7: Facility Plan

Addendum 8: Attendance Zone

Addendum 9: OP's 5 Year Budget

Addendum 10: Teacher Incentive Allotment (TIA) Provisions

Addendum 11: District Menu of Services

ADDENDUMS REFERENCE

Addendum A-1: District Charter Policy

Addendum A-2: OP Policies and Bylaws and Governing Board

Addendum A-3: Student Outcome Goals

Addendum A-4: Financial Performance Goals

Addendum A-5: Performance Consequences

Addendum A-6: Local Partnership Application

Addendum A-7: Facility Plan

Addendum A-8: Attendance Zone

Addendum A-9: OP's 5 Year Budget

Addendum A-10: TIA

Addendum A-11: District's Menu of Services

A-1: MISD Charter Policy

ELA - CAMPUS OR PROGRAM CHARTERS: PARTNERSHIP CHARTERS (LOCAL)

Authorization

To provide quality educational settings for all students and to obtain benefits under Education Code 11.174 and 48.252, the District may establish partnership charters as permitted by law and as described in this policy. The District shall be committed to rigorous decision-making and shall grant campus charters only to applicants that have demonstrated the competence and capacity to succeed in all aspects of the proposed campus charter.

Definitions

Operating Partner

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

Partnership Program

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

Compliance with Law

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

Application

In establishing a partnership program, the District may issue requests for applications designed to identify operating partners best qualified to meet the needs of the District.

Process

The Board shall consider an application if the

applicant:

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

The application process shall include:

1. A comprehensive written application;
2. A rigorous review of the application by a charter application review committee;
3. A formal recommendation from the review committee to the Superintendent for approval or denial of each application;
4. A formal recommendation from the Superintendent to the Board for approval or denial of each application; and
5. A vote by the Board to approve or deny each application. An application shall include the following, at a minimum:

Content

An application should include

1. The purpose and community need for the proposed campus charter;
2. A statement of the proposed campus charter's mission and goals;
3. Identification of the students to be served;
4. The academic plan including educational focus, program, curriculum to be offered, and a description of the proposed school day, calendar, and year;
5. The plan for meeting the needs of students with disabilities, English language learners, and other special populations;
6. The plan for measuring and reporting student achievement and increases in student achievement for all student groups;
7. The financial and business plan, including a proposed five year operating budget and a contingency budget for lower than expected enrollment;
8. Identification and description, including the expertise and professional backgrounds, of the proposed governing body members and

- campus leadership;
- 9. The governance and decision-making plan including governing board structure, campus leadership and management structure, and organization chart;
- 10. Indications that the proposed governance structure is conducive to sound fiscal and administrative practices and strong, accountable, independent oversight of the campus;
- 11. Identification and description of any services the proposed campus charter expects to be performed by the District (e.g., transportation, food);
- 12. The proposed campus charter's leadership roles and responsibilities regarding personnel, the budget, purchasing, program funds, and other areas of management;
- 13. The campus charter's staffing and employment plan consistent with federal and applicable state guidelines, including
- 14. Information on the qualifications, experience, recruitment, selection, professional development, and ongoing evaluation of teaching staff to be hired for the campus;
- 15. The proposed student recruitment, enrollment, and withdrawal processes, and a plan for ensuring equitable access in accordance with law;
- 16. The student discipline plan and procedures;
- 17. The petition indicating evidence of support for the approval of a charter as required by law, if applicable; and
- 18. A pre-operational start-up plan detailing tasks, responsible parties, and a timeline for completion

Review Committee

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

Composition

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

Conflicts of Interest

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

Review Process

The review committee may:

- 1. Request additional information or documents

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

Recommendation

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

Charter Performance Contract

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

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

Standards

In addition to standards required by law, the charter performance contract shall include additional standards established by the Board, including expectations for academic performance, short-term financial performance, long-term financial stability, and operational and governance performance.

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

Oversight and Evaluation

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

Monitoring System

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

Data Collection

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

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

Evaluation and Reports

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

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

The Board shall produce for the public an annual report that provides performance data for all the campus charters it oversees, including individual campus performance and overall campus charter performance. The annual report shall at a minimum be posted on the District website.

Campus Charter Autonomy

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

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

Conflicts of Interest

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

Intervention

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

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

Probation

Criteria

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

Procedure

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

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

timeline for remediation established by the District.

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

Revocation

Criteria

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

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

1. Persistent or serious violation of applicable state or federal law;
2. Persistent or serious violation of a provision of the charter performance contract;
3. Persistent or serious failure to meet generally accepted accounting standards for fiscal management;
4. Persistent failure to improve student academic achievement for all student groups;
5. Failure for three consecutive years to meet the academic or financial accountability standards outlined in law;
6. Failure for three consecutive years to meet the academic or financial performance standards established in the charter performance contract;
7. Multiple placements on probation as specified in the charter performance contract; or
8. Failure of the District to obtain the benefits of Education Code 11.174 and 48.2511, if applicable.

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

Procedure

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

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

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

Notification

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

Contract Renewal

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

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

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

Procedure

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

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

Decision Not to Renew

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

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

Notification

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

Closure Protocol

The Board shall develop a detailed campus closure protocol to apply if the Board decides not to renew or

to revoke a charter performance contract and close the campus. The protocol shall ensure timely notification to parents including assistance in finding new placements; orderly transition of student records to the District; and disposition of campus funds, property, and assets in accordance with law. In the event of closing any campus charter, the District shall oversee and work with the campus charter's governing board and leadership to carry out the closure protocol.

A-2 TFS Board Adopted School Policies

Board of Education Policies

2 March 2022

TFS Board and Council Members -- August 2021

TFS Board							
Last name	First name	Position on Board	Term	Term No.	Email	Occupation	Relevant Competencies
Sward-Miller	Jennifer	President	Jun 19 - Jun 22	1	jswardmiller@outlook.com	Manager and Partner, property transformation and resale	Human resources, organizational effectiveness, strategy
Mills	Patrick	Secretary / Treasurer	Dec 19 - Dec 22	1	patrick.m.mills@comcast.net	Former Naval Officer and defense contractor	Organizational effectiveness, strategy
Sanchez Cawthorn	Kimberly	Vice President	Dec 19 - Dec 22	1	k_s_sanchez@yahoo.com	Former teacher and Affiliate Faculty member of Regis University and Denver University	Education policy, human resources
Lindimore	Mary	Director	Jul 19 - Jul 22	1	mary@precisionschools.com	Managing Director, Precision P3; School Improvement	Education policy, research, instruction
Ngola-Trice	Rachel	Director	Aug 19 - Aug 22	2	racheltrice@gmail.com	Vice President of Finance at Cresa	Finance, strategy

TFS Council							
Last name	First Name	the Position Council	Term	Term No.	Email	Occupation	Relevant Competencies
Jones	Dwight	President	Jul 21 - Jul 24	2	dwightjones567@gmail.com	Vice President of National Urban Markets; former Colorado Commissioner of Education	Education policy, strategy, innovation, effective district/network
Clementi	Tammy	Vice President	Jul 21 - Jul 24	2	tammyclementi4127@gmail.com	National Director for Academic Planning for Houghton, Mifflin, Harcourt	Curriculum and Instruction, education policy
Frickey-Saito	Jeani	Secretary-Treasurer	Jul 21 - Jul 24	2	jeanifrickey@gmail.com	Former President of Stand for Children in Colorado	Legislation, policy, strategy, human resources
Laband	Scott	Council member	Jul 21 - Jul 24	2	slaband@coloradosucceeds.org	President of Colorado Succeeds	Legislation, policy, strategy, innovation
Chu	Dale	Council member	Jan 21 - Jan 24	1	dalechu@me.com	President, DC Strategies	School improvement, effective district/network operations, legislation, policy, strategy, innovation

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A. Foundations and Basic Commitments



TFS Board Policy
AA, Board Member Conflict of Interest
Revised 21 February 2017

AA -- Board Member Conflict of Interest Policy

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

1. If a Board member has a personal or financial interest in any matter being considered by the Board, the member shall disclose such interest to the Board, shall not vote on the matter, and shall not attempt to influence the decisions of other Board members.
2. A member of the Board shall not also be an employee of the school, nor shall a member receive any compensation for services rendered to the school. This provision shall not prohibit members from receiving reimbursement for authorized expenses incurred during the performance of board duties.
3. The Board shall not enter into any contract with any of its members or with a firm in which a member has a financial interest.
4. A Board member is expected to avoid conflict of interest in the exercise of the member's fiduciary responsibility. Accordingly, a Board member may not:
 - a. disclose or use confidential information acquired during the performance of official duties as a means to further the Board member's own personal financial interests or the interests of a member of the Board member's immediate family;
 - b. accept a gift of substantial value or economic benefit which would tend to improperly influence a reasonable person, or which the Board member knows or should know is primarily for the purpose of a reward for official action;
 - c. engage in a substantial financial transaction for private business purposes with a person whom the Board member directly supervises;
 - d. perform an official act which directly confers an economic benefit on a business in which the Board member has a substantial financial interest or is engaged as a counsel, consultant, representative or agent.

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



AC – Equal Opportunity and Non-Discrimination

The network is committed to compliance with all applicable federal, state and local laws governing equal employment opportunity and prohibiting employment discrimination.

The network values the diversity of its student population and believes that a diverse workforce, as reflected by differences in socio-economics, race, color, creed, gender, sexual orientation, religion, national origin, ancestry, age, genetic information, marital status or disability, can best prepare its students to participate fully as members of a pluralistic society. Therefore, the network shall promote and provide for equal opportunity in recruitment, selection, promotion and dismissal of all personnel. While always seeking to hire the best qualified person for any position, the network commits to make all reasonable efforts to increase the number of persons in the applicant pool who, if hired, would increase the diversity in the workforce.

LEGAL REFS.: 20 U.S.C. § 1681

29 U.S.C. § 201

29 U.S.C. § 621

29 U.S.C. § 701

42 U.S.C. § 1201

42 U.S.C. § 2000d

42 U.S.C. § 2000e

42 U.S.C. § 2000ff et seq. (Genetic Information Nondiscrimination Act of 2008) C.R.S. 22-32-110(1)(k)

C.R.S. 22-61-101

C.R.S. 24-34-301

C.R.S. 24-34-402



ACA – Staff Grievances and Complaints

Third Future Schools is committed to providing a working and learning environment that is free from unlawful discrimination and harassment. TFS shall respond to reported concerns and complaints of unlawful discrimination and/or harassment; take action in response when unlawful discrimination and/or harassment is discovered; impose appropriate sanctions on offenders in a case-by-case manner; and protect the privacy of all those involved in unlawful discrimination and/or harassment complaints as required by state and federal law. Under certain circumstances, the complaint may be referred to law enforcement for investigation.

TFS has adopted the following procedures to promptly and fairly address concerns and complaints about unlawful discrimination and/or harassment. Complaints may be submitted informally or formally. Notwithstanding any of the procedures outlined below, the CEO or Board President of TFS may refer any incident or complaint to legal counsel should either deem it in the best interest of TFS to do so.

Definitions

The term "compliance officer" means an employee designated to act as such by the Board of Directors. That individual shall be identified by name, address and telephone number. If the designated individual is not qualified or is unable to act as such, the CEO shall designate an administrator who shall serve until a successor is appointed by the Board.

The term "aggrieved individual" shall mean a student, the parents or guardians of a student under the age of 18 acting on behalf of a student, a student 18 or over, or an employee of TFS, who is directly affected by an alleged violation of TFS policies prohibiting unlawful discrimination or harassment.

Compliance officer's duties

The compliance officer shall be responsible for conducting a confidential investigation and coordinating all complaint procedures and processes, for any alleged violation of federal or state statute or TFS policy prohibiting unlawful discrimination or harassment. The compliance officer's duties shall include providing notice to students, parents/guardians of students and employees concerning the compliance process available, dissemination upon request of information concerning the forms and procedures for the filing of complaints, investigation of all complaints and coordination of the hearing procedures. The compliance officer may act as the hearing officer.

Complaint procedure

An aggrieved individual who believes he or she has been subject to unlawful discrimination or harassment in violation of law and TFS policy is encouraged to report the incident as provided in TFS policy. All reports received by teachers, counselors, principals or other TFS employees shall be forwarded to the compliance officer or CEO.

Any aggrieved individual may file, with the compliance officer or CEO, a complaint charging TFS, another student or any school employee with unlawful discrimination or harassment. The complaint shall be in writing and shall describe with reasonable specificity the nature of the complaint.

Upon receiving a complaint, the compliance officer shall confer with the aggrieved individual as soon as is reasonably possible in order to obtain a clear understanding of the basis of the complaint and to discuss what action the aggrieved individual is seeking. At the initial meeting, the compliance officer shall explain the avenues for informal and formal action, provide a description of the complaint process, and explain that both the victim and the individual alleged to have engaged in prohibited conduct have the right to exit the informal process and request a formal resolution of the matter at any time. The compliance officer shall also explain that whether or not the individual files a formal complaint or otherwise requests action, TFS is required by law to take steps to correct the unlawful discrimination or harassment and to prevent recurring unlawful discrimination, harassment or retaliation against anyone who makes a report or participates in an investigation. The compliance officer shall also explain that any request for confidentiality shall be honored so long as doing so does not preclude TFS from responding effectively to the prohibited conduct and preventing future prohibited conduct.

Following the initial meeting with the aggrieved individual, the compliance officer shall attempt to meet with the individual alleged to have engaged in prohibited conduct and his or her parents/guardians, if the individual alleged to have engaged in prohibited conduct is a student, in order to obtain a response to the reported harassment. Such person(s) shall be informed only of those facts which, in the compliance officer's judgment, are necessary to achieve a full and accurate disclosure of material facts or to obtain an informal resolution.

The compliance officer may consider the following types of information in determining whether unlawful harassment occurred:

1. statements by any witness to the alleged incident,
2. evidence about the relative credibility of the parties involved,
3. evidence relative to whether the individual alleged to have engaged in prohibited conduct has been found to have engaged in prohibited conduct against others,
4. evidence of the aggrieved individual's reaction or change in behavior following the alleged prohibited conduct,
5. evidence about whether the alleged victim and/or aggrieved individual took action to protest the conduct,
6. evidence and witness statements or testimony presented by the parties involved,
7. other contemporaneous evidence, and/or
8. any other evidence deemed relevant by the compliance officer.

In deciding whether conduct is a violation of law or policy, all relevant circumstances shall be considered by the compliance officer, including:

1. the degree to which the conduct affected one or more students' education or one or more employee's work environment,
2. the type, frequency and duration of the conduct,
3. the identity of and relationship between the individual alleged to have engaged in the prohibited conduct and the aggrieved individual and/or alleged victim,
4. the number of individuals alleged to have engaged in the prohibited conduct and number of victims of the prohibited conduct,
5. the age of the individual alleged to have engaged in the prohibited conduct and the aggrieved individual and/or alleged victim,
6. the size of the school, location of the incident and context in which it occurred,
7. other incidents at the school.

The compliance officer shall determine whether the matter should proceed formally or informally. At any time, the aggrieved individual may request an end to an informal process and begin the formal compliance process.

On the basis of the compliance officer's investigation and if the aggrieved individual requests that the matter be resolved in an informal manner and the compliance officer agrees that the matter is suitable for such resolution, the compliance officer may attempt to resolve the matter informally.

The compliance officer shall prepare a written report containing findings and recommendations, as appropriate, to the CEO. The compliance officer's report shall be advisory and shall not bind the CEO or TFS to any particular course of action or remedial measure. However, the report may be used by the CEO or other TFS administration officials as a basis for disciplinary or other appropriate action.

Formal complaint process

If the aggrieved individual requests a formal complaint process, the compliance officer shall transfer the record within five school days to the CEO or designee for formal resolution and so notify the parties by certified mail.

After reviewing the record made by the compliance officer, the CEO or designee may gather additional evidence necessary to decide the case and/or determine that a hearing is necessary. At such time the matter should be referred to an administrative hearing officer for further fact finding. The hearing officer will be an administrative employee of TFS designated by the CEO.

The hearing shall be informal. The hearing officer shall provide the affected person a written statement of charges, evidence and reasons supporting the proposed adverse action. A student shall be entitled to be represented by his/her parent or by an attorney. An employee shall be entitled to be represented by an attorney or other representative of his/her choice. The

complainant shall appear at the hearing and shall be entitled to present testimony and other evidence. Formal rules of evidence shall not apply. The compliance officer or designee may represent TFS at the hearing and shall likewise be entitled to present testimony and other evidence. The hearing shall be closed to the public.

The hearing officer shall make a written recommendation to the CEO based upon evidence presented at the administrative hearing. Within 10 school days of receiving the record from the hearing, the CEO or designee shall determine any action deemed appropriate.

TFS action

Whether or not a formal complaint is filed, TFS shall take appropriate action to end the prohibited conduct, to make the victim whole by restoring lost educational or employment opportunities, to prevent the prohibited conduct from recurring and to prevent retaliation against anyone that reports unlawful discrimination or harassment or participates in an unlawful discrimination or harassment investigation.

All parties, including the parents/guardians of all students involved, shall be notified by the CEO of the final outcome of the investigation, to the extent permitted by law, and all steps taken by TFS. If disciplinary action is recommended for a student or employee, that action shall proceed in accordance with applicable TFS policy and to the extent permitted by law. Remedial and/or disciplinary actions shall include measures designed to stop the prohibited conduct, correct its negative impact on the affected individual, and ensure that the prohibited conduct does not recur.

Nothing contained herein shall be interpreted to confer upon any person the right to a hearing independent of a TFS policy, administrative procedure, statute, rule, regulation or agreement expressly conferring such right. This process shall apply, unless the context otherwise requires and unless the requirements of another policy, procedure, statute, rule, regulation or agreement expressly contradicts with this process, in which event the terms of the contrary policy, procedure, law, rule, regulation or agreement shall govern.

Staff Grievances

It is TFS's desire that procedures for settling differences provide for prompt and equitable resolution at the lowest possible administrative level and that each employee be assured an opportunity for orderly presentation and review of grievances without fear of reprisal.

If the Supervising Administrator (principal or assistant principal) has initiated a written Letter of Reprimand or Remediation Plan to the employee, the employee may respond with their own written statement or rebuttal within five (5) working days. These documents will become part of the employee record. These documented actions are not grievable. The content of an evaluation and the ratings given shall not be grievable under TFS's grievance process.

A "grievance" is defined as an alleged material violation of TFS Policies or Board of Directors Governing Policies that apply to all employees.

When an employee perceives a violation of TFS Policy, Board Governing Policies and/or statute, the employee is encouraged to bring the issue to their Supervising Administrator or the CEO.

At Level I of the grievance process, the Supervising Administrator and employee will make every effort to reach resolution in a collaborative fashion. If the Supervising Administrator does not have the authority to resolve the issue, the Supervising Administrator will refer the employee to the next level of the grievance process.

At Level II of the grievance process, the employee may request a hearing with the CEO or the CEO's designee. The CEO or designee will attempt to reach resolution and will make a decision as to how the situation will be resolved or concluded. Should the CEO be the subject of the grievance, the Board of Directors will appoint a hearing officer to attempt to reach resolution or to make a decision as to how the situation will be resolved or concluded.

Nothing in this policy shall be construed to imply in any manner the establishment of personal rights not explicitly established by statute or TFS Policy. Neither shall anything in this Policy be construed to establish any condition prerequisite relative to non-renewal of contracts, transfer, assignment, dismissal, or any other employment decision relating to school personnel.

All employment decisions remain within the sole and continuing discretion of the Administration and/or Board, as appropriate, subject only to the conditions and limitations prescribed by Colorado law.

Contact information:

CEO: F. Mike Miles; fmikemiles@gmail.com
Board President: Rachel Ngola; racheltrice@gmail.com
Charter School Institute:

- CSI main line: 303 866-3299
- CSI email: CSI_Info@CSI.state.co.us

B. School Board Governance and Operations



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

BG – Board of Education Policy Process

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

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

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

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

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

Development of Policy

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

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

Review and Maintenance of Policy

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

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

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

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

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

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

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

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

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

Implementation of Policy/Development of Regulations

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

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

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

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

Network Administrative Handbooks

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

Administration in the Absence of Policy

In cases where action must be taken and the Board has provided no guidelines in policy for such action, the CEO shall have the power to act. His decisions, however, shall be subject to review by the Board at its next regular meeting. The CEO shall inform the Board promptly of actions taken and the possible need for policy action. If the Board chooses to take no policy action, the CEO may issue a CEO Directive to provide clarifying Network guidance. Board policy will take precedence over CEO Directives in cases of potential conflict. Before issuance, CEO Directives

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

Board Review of Regulations, Handbooks and Directives

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

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

Communication and Availability

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

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

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

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

C. General School Administration



TFS Board Policy
CB – CEO Employment
Revised 21 August 2018

CB – CEO Employment

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

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

CROSS REF.: CB-R, CEO's Ethics

D. Fiscal Management



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

DJA – Authorized Signature and Purchasing

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

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

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

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

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

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

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

LEGAL REF:

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



DJA-R – Authorized Signature and Purchasing Regulations

Purchase Orders

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

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

Purchasing Cards/Credit Cards

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

Petty Cash

In certain situations, small amounts of money may be needed to immediately facilitate small, cash-oriented purchases. These funds may be expended from petty cash upon approval of the principal. The principal will determine the amount to be set up as a petty cash fund, but the amount will not exceed \$400.00. To replenish a petty cash account, the p



DIE -- Audits/Financial Monitoring

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

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

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

The auditor also shall make recommendations to the Board concerning its financial records, procedures and related activities as may appear necessary or desirable and shall perform such other related services as may be requested by the Board of Education.

The audit of the CAFR must be completed and submitted by the auditor to the Chief Executive Officer within five months after the close of the fiscal year (or earlier if required by Aurora Public Schools) unless a request for an extension of time is granted by the state auditor. The Chief Executive Officer shall submit a copy to the Aurora Public School's superintendent, or designee by the date required by APS.

Appointment of Auditor

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

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

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

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

LEGAL REFS.:

C.R.S. 22-32-109 (1)(k)

C.R.S. 24-75-601.3

C.R.S. 29-1-601 *et seq.*

DB -- Financial Planning and Budget

Financial Planning

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

The Chief Executive Officer will develop a budget that:

1. Is in a summary format understandable to the Board and presented in a manner that allows the Board to understand the relationship between the budget and the results priorities and any operational expectations goals for years.
2. Credibly describes revenues and expenditures.
3. Shows the amount spent in each budget category for the most recently completed fiscal year, the amount budgeted for the current fiscal year, and the amount budgeted for the next fiscal year.
4. Discloses budget-planning assumptions.
5. Assures fiscal soundness in future years.
6. Reflects anticipated changes in employee compensation, including inflationary adjustments, performance increases and benefits.
7. Provide resources sufficient to support the Board in its governance capacity in order to assure that the governance function is effective and efficient.

Resources will be sufficient to provide for:

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

DFE – Cash Handling

Purpose:

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

Policy Statement:

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

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

Definitions:

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

Policy:

1. More than one person must account for cash received. A system of checks and balances should be established. For example, the school staff collects the cash, creates receipt, and the Office Manager creates the deposit.
2. All cash must be kept in a locked box and stored in a secure location (locked drawer, closet, or safe) at all times.
3. All transactions must be documented with a three-part receipt. One receipt is given to the payee, the second is attached as documentation to the deposit, and the third is filed and maintained per the TFS Record Retention Policy.
4. All bank deposits must be accounted for and documented as written in the TFS Cash Handling Procedures.
5. Bank deposits must be verified by someone who does not typically handle cash. For example, the school principal or assist principle(s).
6. Bank deposits must be made on a weekly basis if either of the two conditions occur:
 - there is more than \$100 in cash receipts; or
 - at least one check or money order in received, during regular business hours.
7. The office should be supplied with adequate cash to make change for payees making cash payments (\$300). The change must also be reconciled on a weekly basis.
8. No one, under any circumstances, may borrow any monies from the cash box, or use this money to purchase items for the school. **THIS IS NOT A PETTY CASH BOX.**
9. It is the responsibility of the Office Manager/Office Support staff to ensure that all funds are received, receipted, safeguarded, and accurately accounted for on a daily basis. Any discrepancies in cash handling or deviations from this policy may result in disciplinary action, up to and including termination of employment.



DFEE – Pre-Paid Debit Card (PPDC)

Purpose:

Third Future Schools' Pre-Paid Debit Card (PPDC) program is intended to facilitate the procurement of low dollar value items, giving school leaders and designated staff the purchasing power required to manage the needs of their schools on a day-to-day basis.

Policy Statement:

Pre-Paid Debit Cards (PPDC) are assigned to individual employees who have been given the authority to make purchases under the limits set by the Director of Finance. The individual whose name appears on the card is ultimately responsible for charges to that card. PPDC are to be used by the person to whom it is issued. Sharing PPDC is strictly prohibited.

Purchases made with the PPDC must only be for the use and benefit of Third Future Schools and its associated schools. Misuse of the PPDC may result in disciplinary action up to and including termination. PPDC privileges will be suspended when policies and procedures are not followed including when the PPDC is used for prohibited purchases, personal use, and/or the PPDC is used for split transactions.

Definitions:

Pre-Paid Debit Card (PPDC) – The PPDC is a Visa branded debit card through the Bento for Business Debit Card Company that is accepted by most suppliers and merchants. All charges will be paid monthly by the TFS Finance Department and charged to the appropriate budgets using the CDE Chart of Accounts account codes.

Business Purpose – The business purpose, which is defined as one that supports or advances the goals, objectives and mission of Third Future Schools and its associated schools, and adequately describes the expense as a necessary, reasonable, and appropriate business expense for TFS. The business purpose is the main intent of the business transaction; it is the reason why the transaction occurred. It is a statement that includes who benefits from the purchase, what was purchased, and why the purchase was necessary.

Cardholder – The individual to whom the PPDC is issued.

Approver – The individuals responsible for financial oversight and compliance with TFS purchasing guidelines. In most cases this will be the individual school Principals, TFS CEO, TFS Director of Operations, and/or TFS Director of Finance.

TFS Network Administration – Individuals who are approved by TFS Board of Directors (BOD) to make transactional decisions on behalf of TFS and its associated schools (CEO, Director of Finance, Director of Operations).

Cardholder Responsibilities:

Cardholder responsibilities include safeguarding the PPDC, purchasing appropriately, reviewing and monitoring transactions, maintaining receipts, and complying with additional grant and contract requirements.

Safeguarding:

- The cardholder is responsible for safeguarding the card and is accountable for all purchases made using the card.
- PPDC may only be used by the designated cardholder. They may not be shared.
- Loss of the card must be immediately reported to the TFS Finance Department.
- The TFS Finance Department must be notified if the cardholder changes assignments, schools, and/or leaves TFS. The PPDC must be returned to the TFS Finance Department at the time of separation from TFS.
- The PPDC account number may not be saved on any personal online accounts.

Purchases and Receipt Tracking:

- Maximum transaction limits for all items will be determined and managed by the TFS Finance Department. If you need an adjustment to the limit set on a card, please fill out a TFS PPDC Limit Adjustment Request form.
- Split transactions are prohibited. Split transactions occur when a single item costing more than the cardholder's single transaction limit is broken into two or more transactions to bypass the policy on transaction limits.
- Receipts must be retained according to the TFS Records Retention Policy. • All purchases must be documented using the TFS PPDC Documentation form, which must include a detailed receipt with the following information:
 - the date of the charge;
 - the name of the vendor;
 - a detailed description of the item(s)/service(s) purchased;
 - the amount of the charge (must match the amount of the charge on the PPDC statement); and
 - the purpose of the purchase including what school/department benefiting from the purchase.
- Collaborate with the TFS Finance Department to research and/or resolve any disputed charges within a reasonable timeframe.

Appropriate Purchases:

- Emergency transactions when payment must be made immediately for the benefit of students/staff of TFS and its associated schools. Purchases are deemed as an “emergency” based on the assessment and judgment of the School Principal and/or the

TFS Network Administration.

- Procurement of low dollar value items that cannot otherwise be purchased through the invoice/credit process.

Prohibited Purchases:

- Animals
- Alcoholic Beverages
- Cash Advances
- Gift Cards, unless previously approved by TFS Network Administration
- Personal items
- Personal Memberships (personal memberships such as Amazon Prime)
- Prescription drugs and controlled substances
- Radioactive Material
- Weapons and ammunition
- Any other purchases deemed prohibited by Third Future Schools, state and/or federal statute, and or TFS's charter authorizers.

Tax Exempt:

Third Future Schools is a tax-exempt organization; any taxes paid are not allowed and are the responsibility of the cardholder.

Any exceptions to this policy must be approved by the TFS Finance Department or any TFS's authorized approvers.

Please email the TFS Finance Department finance@aalk8.org if you need a copy of the tax exempt certificate.

Audit:

All transactions and related recordkeeping are subject to audit by TFS Network Administration, TFS Finance Department, external auditors, charter authorizers, and the Federal government.

Approver Responsibilities:

Notify the TFS Finance Department if the following occurs:

- The cardholder changes assignments or schools.
- The cardholder leaves TFS's employment. The PPDC must be returned to the TFS Finance Department.

TFS Finance Department Responsibilities:

- Cancel cards when no longer needed.
- Run reports for procurement and accounting analysis.
- Review and approve use of PPDC for special circumstances.
- Adjust PPDC purchasing limits as needed.
- Reconcile PPDC statements by the 20th of every month.
- Report any disputed charges with Bento.
- Code transactions and submit to Account Payable for processing.

Forms:

- TFS Pre-Paid Debit Cardholder Agreement
- TFS Pre-Paid Debit Card Documentation Form
- TFS Pre-Paid Debit Card Limit Adjustment Request



DIE -- Fiscal Accounting Policy

Financial Administration

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

The Chief Executive Officer will:

1. Assure that payroll and legitimate debts of the school are promptly paid when due.
2. Assure that all purchases are based upon comparative prices of items of similar value, including consideration of both cost and long-term quality.
3. Use a competitive bidding procedure for the purchase of supplies, materials and equipment, and any contracted services except professional services, for all transactions in excess of **\$50,000**.
4. Coordinate and cooperate with the Board's appointed financial auditor for an annual audit of all district funds and accounts, assuring that the audit report is presented directly to the Board and in terms of district compliance with this policy.
5. Make all reasonable efforts to collect any funds due the district from any source.
6. Keep complete and accurate financial records by funds and accounts in accordance with Generally Accepted Accounting Principles.
7. Publish a financial condition statement annually.

The Chief Executive Officer may not without Board approval:

8. Expend more funds than have been received in the fiscal year unless revenues are made available through other legal means, including the use of fund balances, the authorized transfer of funds from reserve funds or from tax anticipation notes.
9. Obligate the school for any short or long-term expenditures that would indebt the school.
10. Expend monies from reserve funds.
11. Permanently transfer money from one fund to another.
12. Allow any required reports to be overdue or inaccurately filed.
13. Receive, process or disburse funds under controls that are insufficient under generally accepted accounting procedures.



DJ -- Procurement

Purpose:

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

Policy Statement:

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

PURCHASING GUIDELINES

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

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

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

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

Leasing of equipment for school district purposes must meet guidelines for multiyear contracts specified in Section 20, Article 10 of the Colorado State Constitution. Prior to entering into a contract for the lease of equipment for any district use, the request must be reviewed by TFS Finance Committee in collaboration with the Director of Finance. and approved by the CEO or designee.

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

Purchase Authorization/Contract Execution:

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

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

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

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

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

	\$25,001 to \$750,000	<p>Written approval from appropriate budget authority: CEO, Reviewed by TFS Finance Committee</p> <p>If the expense requires a budget adjustment of more than 10% of the Board approved budget line item or requires a budget adjustment to a restricted Board approved budget line item, written approval is required by the TFS Board of Directors.</p>
	\$750,001 or over NOT ALLOWED	Written approval required by the TFS Board of Directors

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

TFS CEO	Up to \$750,000	Reviewed by TFS Finance Committee If the expense requires a budget adjustment of more than 10% of the Board approved budget line item or requires a budget adjustment to a restricted Board approved budget line item, written approval is required by the TFS Board of Directors.
	\$750,001 or over	Written approval required by the TFS Board of Directors

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

Noncompetitive/Sole Source Purchases:

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

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

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

1. The competitive process will result in higher cost or otherwise adversely affect TFS as determined by the Director of Operations. The Director of Operations shall document the basis for the determination in the purchasing file.
2. The service is a professional service that requires a higher degree of professional skill such as engineering and architectural services, professional management or educational consulting, legal services, medical services, technology services or other services as determined by the Director of Finance and the Director of Operations, Executive Director of Schools, or the CEO for capital construction related services.
3. A particular product or service is required to standardize or maintain standardization, reduce financial investment, or simplify administration.
4. A particular product or service is required to maintain interchangeability or compatibility as a part of an existing system.

5. Purchases are made in cooperation with federal, state, other local government units, other school districts, the Cooperative Education Purchasing Council, U.S. communities, Western States Contracting Alliance or the Multiple Assembly of Procurement Officials when it is in the best economic interest of TFS as determined by the CEO.
6. Instructional materials; e.g. textbooks, library books, tests, teaching aids, publications, videos, films or software.
7. The product or service is the subject of an insurance claim or a change order.
8. The product is perishable, and the purchase would not encourage favoritism or substantially diminish competition.
9. The product is for resale.
10. Property (Real Estate)
11. Surplus Property
12. Advertising agreements
13. Purchases less than \$50,000
14. The purchase is made pursuant to an existing purchase agreement that has substantially complied with the requirements of TFS Purchasing Guidelines
15. Emergency contracts pursuant to the requirements set forth in this policy

Specific Vendor or Brand Name Purchasing Requests:

When there is a request to purchase a specific product or to use a specific product or to use a specific vendor, the following information is required to justify the purchase:

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

Emergency Purchases:

Emergency situations shall be defined as those instances that may adversely affect the health, welfare or safety of students, employees or the general public, when any delays would place an excessive financial burden on TFS, or when delays would cause significant harm to TFS. In the case of an emergency requiring the immediate purchase of goods or services, the employee managing the emergency shall have the authority to authorize the purchase of necessary goods or services in the open market regardless of the amount of the purchase.

Follow up for emergencies occurring during weekday working hours:

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

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

- An emergency purchase may be made directly with the vendor by a school or department.

- A letter of justification explaining the circumstances of the emergency must be delivered to the Finance Department during the first working day after the purchase.

Unauthorized Purchases:

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

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

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

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

Bid/Proposal/Quotation Award Authorization:

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

Informal Procurement Procedures:

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

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

When conducting an informal procurement, the purchaser shall seek at least three informally solicited competitive price quotes or competitive proposals from prospective contractors.

The purchaser shall keep a written record of the sources and terms of the quotes or proposals received. If three quotes or proposals are not reasonably available, fewer will suffice, but the purchaser shall create a written record of the effort made to obtain the quotes or proposals.

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

Formal Procurement Procedures:

Procurements shall be awarded by formal competitive solicitations as follows:

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

Negotiations:

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

Dispute Resolution:

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

Public Access:

Quotes and bids shall be subject to public inspection throughout the evaluation process. Requests for proposals shall be considered working documents that may be negotiated and therefore shall not be subject to public inspection during the evaluation process. These documents will be available for review once an award has been made. However, any bidder or proposer may submit confidential items such as intellectual property, trade secret, privileged or confidential commercial or financial information as long as those items are clearly identified, limited to the

scope as set forth in this section and reasonably separated so as not to limit disclosure of nonprivileged information. Such identified documents shall not be disclosed pursuant to Colorado Public Records Laws. All information in the Colorado Open Records Act is a strong presumption for disclosure. Marking information as confidential is not necessarily sufficient to prevent disclosure. The following information concerning the proposal shall not be considered as confidential commercial information even if it is clearly marked as such: prices, non-financial information concerning compliance with specifications, guarantees and warranties.

Public Works Contract

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

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

Work Force:

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

E. Support Services



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

EBCE-R – School Closing

Responsibilities

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

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

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

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

Employees

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

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



EBD -- Maintenance/Control of Materials/Property Management

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

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

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

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

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

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

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

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

EB-R – Safety Program

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

RESPONSIBILITIES

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

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

All employees are responsible for adhering to Network safety regulations.

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

- Monitor and evaluate all accident and incident reports and ensure appropriate investigative findings and identified corrective actions are initiated.
- Initiate all proposed safety, standards, procedures and programs.
- Be the primary contact point for all site designated safety representatives/ principals, on all matters involving safety.
- Monitor and evaluate future legislative changes and implement as required.
- Assess locations for safety program compliance and assist in the identification and implementation of preventative and/or corrective action.
- Develop and deliver accident and injury prevention training and equipment, and safety awareness communications.
- Assign appropriate priority levels for all safety projects.
- Maintain and communicate on a regular basis safety performance information and analysis.
- Assist all departments and locations in safety related budget planning.

- Create and convene special investigative committees as deemed required for the additional investigation and review of significant incidents or accidents.
- Prepare and submit to the CEO an annual report on Network safety performance.

GOVERNANCE:

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

- Establish high, but obtainable annual accident prevention goals.
- Develop long term safety strategies for the safety of students and employees.
- Review safety performance results and trends and identify methods to ensure continuing favorable results.
- Analyze results of loss prevention audits and inspections for physical hazards, safe work practices, and identify corrective actions as required.
- Review results of accident and incident investigations to identify and eliminate primary causes, to include unsafe acts and/or conditions.
- Develop and coordinate safety awareness and focused training programs for all employees.

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

- Perform safety audits of the facility and grounds.
- Identify, report, and correct (when possible) unsafe conditions and unsafe acts.
- Assist in facilitating safety awareness training and communications.
- Communicate site safety performance data provided by the Director of Operations.
- Review pedestrian, bus and traffic safety, especially in and around the school.

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

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

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

LEGAL REFS.: C.R.S. 9-1-101 through 9-1-106

C.R.S. 22-3-101 through 22-3-104 C.R.S. 22-32-110 (1)(k)

C.R.S. 22-32-124(2)

C.R.S. 24-10-106.5

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

EEAEC-R – Student Conduct on School Buses

GENERAL

The safety and welfare of students shall be a primary consideration in matters pertaining to student transportation. The Student Handbook and school behavior guidelines govern the conduct of students in the school and on Network property, including school buses. In addition, these regulations apply regardless of whether the student is being transported to or from school, to or from a field trip, or is being transported by a Network vehicle for any other reason.

RESPONSIBILITIES

The principal shall publish and promulgate the student handbook and behavior guidelines. The Director of Operations will develop, maintain, and publish the handbook and guidelines on the Network's website. The Director shall use approved strategies for developing, communicating and teaching student expectations for safe conduct as it pertains to student transportation services.

Each student is responsible for complying with the handbook and behavior. Parents/guardians are expected to review and discuss the rules and guidelines with their students. Both shall be aware of all Network policies concerning the handbook and guidelines in an effort to help them understand and assume responsibility for safe, appropriate, and acceptable school bus conduct.

The school bus driver shall have the authority and responsibility to maintain order on the school bus. Students will be required to act in accordance with all policies and regulations pertaining to student transportation. The driver will report student unsafe behavior or other misconduct to the principal in a timely manner.

Unless otherwise provided by law, the principal shall have the authority to discipline any student who commits an infraction of the rules and guidelines. He/she has the authority to suspend the riding privileges of any student whose behavior threatens to place or places the student and/or others in an unsafe situation. A student's parent/guardian will be notified of a suspension from bus transportation for their student.

The principal shall establish a progressive disciplinary process to address student misconduct on the bus. The principal shall be the deciding authority concerning a student's continued eligibility or reinstatement of a student's privilege of Network provided transportation services.

EHB – Record Retention

Purpose:

The purpose of this Policy is to ensure that necessary records and documents are adequately protected and maintained and to ensure that records that are no longer needed by Third Futures Schools or are of no value are discarded at the proper time.

Policy Statement:

Third Future Schools (TFS) Record Retention Policy is designed to establish procedures for the retention and destruction of school records.

Policy:

Records are to be retained as follows regardless of the physical format of the record including e-mail, Web files, text files, sound and movie files, PDF documents, and all Microsoft Office or other formatted files.

Provided that no retention period is specified for duplicate copies, retain those that are created for administrative purposes for one year, and retain those created for convenience or reference purposes until no longer needed or for one year, whichever is first. Duplicate copies should not be retained longer than the record copy.

BOARD OF DIRECTORS

General Description:

Records generally relating to the TFS Board and its members that govern TFS. The specified retention period applies to the information contained within the record, regardless of the physical format of the record (paper, microfilm, computer disk or tape, optical disk, etc.).

1. MINUTES OF THE MEETINGS OF THE BOARD OF DIRECTORS (Board) that record the nature of the meeting, proceedings of the meeting, all actions taken by the Board, all business that comes before the Board, the names of all persons who speak before the Board and their general topic, if an executive session was held and the general topic, and a record of adjournment. **Retention: Permanent**
2. LEGAL OPINIONS requested by the Board and supplied by Third Future School (TFS) counsel or the courts, that provide legal guidance on various matters pertinent to TFS. **Retention: Permanent**
3. ORGANIZATION AND REORGANIZATION RECORDS OF TFS that may include but are not limited to:
 - a. Public Petitions

- b. Legal descriptions and maps
- c. Requests for exclusion
- d. Mill levy data
- e. Election results
- f. Court orders

Retention: Permanent

4. BOARD MEETING AGENDAS that provide the schedule of topics that the Board will consider at each meeting.

Retention: 1 year

5. SCHOOL BOARD ELECTION RECORDS that include but are not limited to:

- a. Election ballots or surveys
- b. Election results
- c. List of eligible voters

Retention: 30 days after the election provided the election or the results of it have not been challenged. Should an election be contested all records are to be retained until such time that the appropriate court or authority allows them to be destroyed.

6. BOARD POLICY AND PROCEDURES MANUAL that identifies the TFS official policies and procedures that are to be followed by staff and students.

Retention: Permanent

7. RESOLUTIONS OF THE BOARD that relate to TFS's endorsement of a position, action or policy on a given topic such as supporting a statewide referendum on school funding.

Retention: Permanent

GENERAL ADMINISTRATIVE RECORDS

General Description:

Records generally relating to the administration and direction of TFS various programs. The specified retention period applies to the information contained within the record, regardless of the physical format of the record (paper, microfilm, computer disk or tape, optical disk, etc.).

1. AGREEMENTS AND CONTRACTS of various kinds that document some form of agreement or contract that is enforceable by law between TFS and other parties regarding leases, franchises, professional services and others that TFS should be involved. **Retention: Duration of the agreement or contract plus 2 years, to include any terms limiting action there under**
2. ANNUAL REPORT of TFS to the Board of Directors and/or persons of TFS. **Retention: Permanent**
3. COMPLAINTS - Communications that are received from parents and/or other persons regarding objections, dissatisfactions, or disagreement with TFS policies or actions. **Retention: 2 years after response or action by the school District, and all rights of appeal have been**

exhausted

4. CORRESPONDENCE – LEGAL -- These communications are related to legal issues where TFS is a party. Examples of this type of correspondence are court filings, legal opinions, affidavits, and other topics that may be needed for future use. **Retention: Permanent**
5. ELECTRONIC MAIL is a work-related electronic message that is transmitted between two or more computers or electronic terminals belonging to the TFS network. **Retention:** Four months (except as outlined elsewhere in this policy)
6. MAPS AND DRAWINGS that relate to building construction and/or remodeling, site plans, engineering, cartographic or other graphic presentations that are needed for the continued operation of TFS and its facilities. **Retention: Permanent**
7. NEWS RELEASES that are prepared statements or announcements issued to the news media regarding TFS Board decisions, changes in senior administrative personnel, and/or program changes or termination of specific school programs. It should be noted that major policy or *historical news releases should be retained indefinitely*. **Retention: 2 years**
8. RULES AND REGULATIONS adopted by TFS Board in relation to various school activities and functions. Examples of these would be to protect students and staff, set standards of conduct and dress, and provide accountability to the taxpayers. **Retention: Permanent**
9. STUDIES AND PLANS prepared by TFS or contractors for TFS. Examples include feasibility studies, planning and land use, population estimates, educational achievement, capital projects, transportation projections and other documents that have long-term reference or historical value to TFS. **Retention: 5 years**

STUDENT SERVICES RECORDS

General Description:

Records generally relating to academic records of children within TFS. The specified retention period applies to the information contained within the record, regardless of the physical format of the record (paper, microfilm, computer disk or tape, optical disk, etc.).

NOTE: RECORDS OF THE STUDENT FROM ELEMENTARY AND MIDDLE SCHOOL SHOULD BE MERGED INTO THE STUDENT PERMANENT RECORD WHEN HE OR SHE REACHES HIGH SCHOOL.

1. STUDENT PERMANENT RECORD: These records are divided into three categories: personal information, enrollment history, and academic performance. Each Colorado school District keeps information about students in different ways and on different forms. Therefore, the retention schedule presents the kinds of information or data elements that are maintained in files, rather than the names of the forms on which information may be found.

- a. Personal Information --This information, except for the immunization record, is usually found with the student's permanent record.
 - i. Student's identification number: The District assigned number used for record keeping purposes.
 - ii. Legal name of student
 - iii. Legal name of parent(s) or guardian
 - iv. Date of birth
 - v. Gender
 - vi. Address
 - vii. Telephone number
 - viii. Immunization record for withdrawal
- b. Enrollment History -- This information should be on the transcript. It consists of the following:
 - i. Exact date the student enrolled in TFS
 - ii. Name, city and state of the previous school(s) attended outside TFS
 - iii. The schools attended within TFS
 - iv. The dates and grade levels of the student
 - v. Date the student withdrew or graduated from TFS
 - vi. Name, city and state of the school to which the student is withdrawing
- c. Academic Performance -- usually found on the transcript or on report cards.
 - i. Classes and/or grade level taken
 - ii. Semester grades
 - iii. Postsecondary courses/semester grades
 - iv. Standardized test scores
 - v. Advanced placement (AP) test scores
 - vi. Grade point average (GPA)
 - vii. Class rank
 - viii. College placement test scores (i.e., ACT/SAT)

Retention: Permanent or until the records are transferred upon an official records request

- 2. STUDENT FALL ENROLLMENT REPORT (OCTOBER COUNT): Report to the Colorado Department of Education of the number of students enrolled.

Retention: Permanent

- 3. STUDENT END OF SCHOOL YEAR ENROLLMENT REPORT: Report to the Colorado Department of Education that reports the number of students in school at the close of the academic year.

Retention: Permanent

- 4. STUDENT CUMULATIVE RECORDS: Records that contain optional information on students attending school at TFS. The record may contain but is not limited to:

- a. Other information that enabled school officials to counsel with students and plan appropriate activities.
- b. Immunization record for graduates

- c. Ethnic code (This code is of use only to the District in which the student is enrolled.)
- d. Withdrawal grades (sometimes called grades in progress); withdrawal grades are not official grades, i.e., no credits are earned. Their purpose is to facilitate enrollment at the student's next school.
- e. Supplementary programs: Examples of such programs are gifted and talented, bi lingual, English as a Second Language (ESL), and Title 1.
- f. Health records, hearing and vision screenings, visits to the school clinics, or similar records are not required information.
- g. Signed release of records: The purpose of this record is to document whether or not student record information was released, as requested by the parent or student.
- h. Progress reports: Mid-semester grades which inform parents and students of how the student is doing. These are not official grades and do not have long- term value.
- i. Out-of-District records
- j. School fines
- k. Emergency information
- l. Marriage licenses: Students may obtain a copy from the state or country in which they were married. It is not the responsibility of the school District to maintain these records permanently.
- m. Birth certificates: Students may obtain a copy from the state or country in which they were born. It is not the responsibility of the school District to maintain these records permanently.
- n. Court orders denying access to records
- o. Adoptions: The child's legal name should be changed on the transcript, although the previous name should also remain part of the transcript. It is not the responsibility of TFS to maintain permanent adoption records
- p. Guardianships: It is not the responsibility of TFS to maintain guardianship records q. GED records: This information is retained permanently at the Colorado Department of Education.

Retention: (1) For graduates: purge immediately after graduation; (2) For withdrawals: destroy after the student leaves the District unless there is a compelling need to keep it longer.

- 5. Report Cards that document the periodic report by a school about a student's academic, social, emotional, and physical progress. Information includes, but is not limited to, full legal name of student, teacher's name, name and address of school, indication of attendance during reporting period, grades, and other related information.

Retention: 1 year after school year in which records were created, provided semester grade is recorded in the student permanent record

- 6. Student Discipline, Suspension, and Expulsion Records documenting inappropriate student behavior and corrective actions taken. Information includes referral and action form, notes, letters to parents, suspension documentation, detention documents, hearing notices, bus driver referrals, statements and conference notes.

Retention: (1) When suspended and subsequently expelled, keep permanently. Information will be stored in the student information system and paperwork will be scanned into an electronic file in student records. The permanent record file must be retained until student reaches the age of 21. (2) When disciplined or temporarily

suspended and returned to school with no further rules infractions: until the student is no longer enrolled

7. Student Truancy Records: Records created to document student's excessive absences and action taken to correct the problem by school personnel. Information includes referral and action forms, letters to parents, attendance profile sheets, correspondence, release forms, copies of initial court petitions, copies of court orders, hearing notes, affidavits and visitation documentation.

Retention: until the student is no longer enrolled

SPECIAL SERVICES/SPECIAL EDUCATION RECORDS

General Description:

Records generally relating to special needs of children within TFS. The specified retention period applies to the information contained within the record, regardless of the physical format of the record (paper, microfilm, computer disk or tape, optical disk, etc.).

1. SPECIAL SERVICES STUDENT FILE: Records may include but are not limited to:

- a. IEP and Supporting Documentation
- b. ISP (Individual Service Plan)
- c. IFSP (Individual Family Service Plan)
- d. Testing Documentation
- e. Health Record
- f. Psychological Report
- g. Student Achievement
- h. Referrals, Permissions & Notices
- i. Student Assessment Reports
- j. Evaluations and Accompanying Reports
- k. Outside Agency Information
- l. Literacy Plan
- m. Behavior Support Plan
- n. Communication Plan
- o. Health Plan
- p. Service Plan
- q. Request for Records
- r. Record of Access

Retention: Three years after all special services/special education and related services have ended

BUILDING AND GROUNDS RECORDS

General Description:

Records generally relating to the construction and operation of facilities and grounds within TFS. The specified retention period applies to the information contained within the record, regardless

of the physical format of the record (paper, microfilm, computer disk or tape, optical disk, etc.).

1. CONSTRUCTION PROJECT FILES: Records may include but are not limited to:

- a. Surveys and plot plans that pertain to school real estate
- b. Final blueprints, specifications and shop drawings and all modifications made thereto
- c. ADA plan
- d. Evacuation plan
- e. Federal and state environmental reports (asbestos, lead, radon etc.)
- f. Certificate of occupancy and final building inspection reports

Retention: Permanent

2. DEEDS TO REAL PROPERTY that legally convey the land to TFS ownership and include the filing reception number in the county clerk and recorder's office.

Retention: Permanent

3. RECORD OF UTILITY USAGES documents the electricity, gas, water or other utility that each building consumes each month or year.

Retention: 5 years or until no longer needed

4. APPLICATION AND APPROVAL FOR USE OF SCHOOL PREMISES for purposes other than regular school activities.

Retention: 2 years

FINANCIAL RECORDS

General Description:

Records documenting and ensuring accountability for the receipt and expenditure of public funds. The specified retention period applies to the information contained within the record, regardless of the physical format of the record (paper, microfilm, computer disk or tape, optical disk, etc.).

1. ACCOUNTS PAYABLE RECORDS that serve as the basis for payment of bills by TFS, including copies of bills paid, copies of checks, invoices, purchase orders and receiving reports, and correspondence with vendors.
 - a. Accounts payable records, in general - **Retention: 6 years + current**
 - b. Balance sheets - **Retention: Until updated**
 - c. Bills paid, including invoices and statements - **Retention: 6 years + current**
 - d. Charge slips and credit card statements - documentation of charges for items such as printing and meals or credit card transactions. - **Retention: 2 years + current**
 - e. Credit card records - records of credit cards issued to TFS for official school use. - **Retention: 1 year + current, after cancellation**
 - f. Expense records - records maintained to document travel, mileage, claims for reimbursement and other expenses of school officials while on educational

business, including requests, authorizations, reimbursements and other similar information. - **Retention: 2 years, provided audit has been completed**

- g. Form 1099 - this form is sent to vendors, such as contractors, when the vendor's charges for services exceed \$600 for the year. - **Retention: 4 years**
- h. Petty cash records - records of petty cash funds account and requests for petty cash for various purposes. - **Retention: 1 year + current**
- i. Vendor files - files maintained as a unit to track accounts payable activity for specific vendors, including information such as the federal taxpayer identification number, name and address, correspondence, copies of checks, etc. - **Retention: 6 years + current**

2. ACCOUNTS RECEIVABLE RECORDS that serve as the basis for collection of amounts owed by vendors, organizations and persons having accounts with TFS and documentation of billing and collection of monies.

- a. Accounts receivable records, in general - **Retention: 2 years + current**
- b. Balance sheets - **Retention: Until updated**
- c. Cash books, receipts and reports - cash book showing receipts, cash account pre-edit listing, daily cash reports and other documentation of receipt of monies for fees, parking tickets, rentals, registrations, etc. - **Retention: 2 years + current**
- d. Cash register validation tape - **Retention: 1 year + current**
- e. Invoices and statements issued by the school District - billings by school District to outside companies or institutions for damages, supplies, services or repairs, etc. - **Retention: 6 years + current**

3. AUDIT RECORDS documenting external audits of the financial position of TFS.

- a. Audit reports - annual or special reports prepared by external auditors examining and verifying the school District financial activities or the financial activities of a fund, department or other component of the municipal government. - **Retention: Permanent**
- b. Audit work papers - documentation consisting of routine correspondence with auditors and copies of TFS records compiled for use by auditors in performing an audit. - **Retention: 2 years + current after completion of audit**

4. BANK RECORDS that document the current status and transaction activity of TFS funds held at banks

- a. Bank statements - monthly statements showing the amount of money on deposit to the credit of TFS. - **Retention: 6 years + current**
- b. Check records:
 - i. Canceled checks - **Retention: 6 years + current**
 - ii. Duplicate copies of checks - carbon copies or photocopies of checks issued and maintained solely as a quick reference source. - **Retention: 1 year + Current**
 - iii. Check register - chronological listing of check entries. - **Retention: 6 years + current**
 - iv. Check stubs - **Retention: 1 year + current**

- v. Deposit pass books - records of TFS savings account deposits, withdrawals and balances. - **Retention: 6 years + current**
- vi. Deposit slips - bank cashiers' slips showing amount and date of deposit of monies into TFS accounts. - **Retention: 1 year + current**
- vii. Reconciliations - Retention: **6 years + current**
- viii. Trial balances - **Retention: 2 years + current**

5. BUDGET RECORDS

- a. Final adopted budget - final financial plan for the budget established by the TFS as approved by the school Board for the allocation and budgeting of all expenditures of the TFS. - **Retention: Permanent Duplicate copies: Until superseded**
- b. Preliminary draft budget - version of the budget presented for public inspection and review prior to consideration of the budget by TFS Board. - **Retention: 1 year after adoption of final budget Duplicate copies: Until final budget is adopted**
- c. Budget reports
 - i. Monthly or quarterly reports - periodic reports regarding the status of receipts and disbursements in comparison to the adopted budget. - **Retention: 2 years + current**
 - ii. Year-end reports - summary of annual budget reports compiled at year-end. - **Retention: 6 years + current**
 - iii. Budget work papers - papers used to assist in the preparation and review and decision-making processes for department budget request, including reports, budget instructions, work sheets, spending plans, budget proposals, financial forecasting reports and similar records. - **Retention: 1 year + current**

6. FEE AND RATE SCHEDULES that document the fees and rates collected by TFS for various services.

Retention: Retain current and previous schedules

7. FINANCIAL GUARANTEES: Records relating to the acquisition and release of various forms of financial guarantee, including escrow accounts, letters of credit, liens, promissory notes. These types of records are required by the school District from other parties to ensure performance, payments or the completion of certain specified actions, such as the completion of projects, required improvements or the payment of delinquent bills or assessments.

Retention: 1 year after expiration, completion of guaranteed project (if applicable) or release of the guarantee by TFS

8. FIXED ASSET RECORDS: Inventories and listings kept to track and control the fixed assets of TFS, including buildings, real estate, office equipment, tools, machinery, and other equipment.

- a. Annual reports - work sheets compiled for annual reports listing totals of all fixed assets, purchases and disposition of assets. - **Retention: Until superseded**
- b. Auction records - summary reports and other records of TFS property sold at

public auction. - **Retention: 2 years + current**

- c. Depreciation detail - **Retention: 3 years + current**
- d. Disposition records - records of disposal of school District property (not real estate) and unclaimed, abandoned or confiscated property such as bicycles and computer equipment by competitive bidding or destruction, including date, department name, description of item, value, disposition, method and reason for disposition, condition, value and approvals. - **Retention: 3 years + current after disposition of property**
- e. Fixed asset files - listings of all TFS property (buildings and real estate), vehicles, equipment and furniture, including description, cost, date purchased, location, name of vendor and depreciation. - **Retention: 10 years**
- f. Fixed assets/inventories - listings of expendable and non-expendable property of TFS, including buildings, real estate, vehicles, furniture, equipment, supplies and other items owned or administered by TFS. - **Retention: Until revised + 1 year**
- g. Surplus property records - documentation of the sale of surplus real property, including invitations, bids, acceptances, lists of materials, evidence of sales and related correspondence. - **Retention: 6 years after final payment**

9. TRUST FUND RECORDS: Documentation of bequests to TFS
Retention: 2 years after trust fund closed

10. GOVERNMENT REVENUE PROGRAMS: Records pertaining to governmental programs allocating state or federal revenue sharing funds to TFS for specific purposes.

- a. Federal revenue programs
 - i. Federal excise tax - exemption certificates from gasoline vendors issued to TFS, which are required for allowance of federal tax credits for vendors to bill less the excise tax. - **Retention: 6 years + current**
 - ii. Revenue sharing - documentation and reports of TFS receipt and reallocation of federal revenue sharing funds, including public notices, expenditure records and reports, project records, financial and payroll records, etc. - **Retention: 6 years + current**
- b. Instructions for completing government forms. - **Retention: Until superseded or obsolete**

11. GRANT RECORDS: Files pertaining to applications for grants and the administration, monitoring and status of grants received by TFS from private and governmental sources.

- a. Awarded grants - documentation of awarded grants that are accepted by TFS, including records of grant application, performance under the grant, grant contracts and agreements, annual and final performance reports. - **Retention: Duration of grant + 3 years**
- b. Rejected grants - documentation of grants applied for by TFS and either rejected by the grantor or not accepted by TFS. - **Retention: 2 years + current after rejection or withdrawal**

- c. Reports from grant funded programs - periodic reports on the administrative and fiscal operations of federal or state funded programs compiled on a monthly, quarterly, or semi-annual basis. - **Retention: 3 years after completion of all applicable audits**

12. INSURANCE RECORDS

- a. Certificates of insurance - documentation provided by insurance providers as proof of insurance coverage for specific purposes.
 - i. Major school District - **Retention: 10 years after substantial completion**
 - ii. Other certificates of insurance **Retention: 6 years after expiration**
- b. Claim records - records of claims for damages made by TFS against other parties and made by other parties against TFS.
 - i. Claim records - statements of claims and completed claim forms. - **Retention: 6 years + current**
 - ii. Claim reports - summary reports regarding handling and disposition of claims made against TFS and/or its insurance company by other parties - **Retention: 6 years + current**
- c. Employee insurance claim records - records pertaining to employee claims for medical, dental, long term disability and other insurance coverage. - **Retention: 3 years + current after incident is closed and all rights of appeal have expired**
- d. Insurance policies - documents issued by the insurance company to outline liability coverage and risk control standards for TFS under the insurance policy. **Retention: 6 years after expiration of policy, or after all claims made under the policy are settled, whichever is later**

13. INVESTMENT RECORDS: Records documenting various investments made BY TFS.

- a. Bank statements – investments - **Retention: 2 years after investment ends**
- b. Certificates of deposit – registers - **Retention: 6 years after maturity**
- c. Money market certificates - **Retention: 6 years + current after maturity**
- d. Reports - investment of funds - **Retention: 6 years provided audit has been completed**
- e. Saving bond records - **Retention: 6 years + current after final payment**
- f. Treasury bills and notes - **Retention: 6 years + current after maturity**

14. LEDGERS AND JOURNALS

- a. General ledger - year-end summary of receipts and disbursements by account and fund reflecting the general financial condition and operation of TFS; may also include documentation from subsidiary ledgers to general ledger and accounting adjustments in the form of general entries. - **Retention: Permanent**
- b. Subsidiary ledgers and journals - daily, monthly or quarterly transaction detail showing receipts and expenditures such as depositor payment amount, date payee, purpose, fund credited or debited, and check number; provides backup documentation to general ledger - **Retention: 2 years**

15. LOAN RECORDS: Records of loans entered into by TFS.
Retention: 6 years + current after payment and cancellation
16. PURCHASING RECORDS: Records pertaining to procurement of services or commodities, including purchase requisitions, purchase order, vouchers, field order, work orders, invoices and supporting documentation for purchases.
- a. Purchasing records, in general - orders and requisitions - **Retention: 4 years + current**
 - b. Bids - bids, quotes and proposals regarding services and commodities received by TFS in response to solicitations.
 - i. Accepted bids - received from successful bidders **Retention: 6 years + current, after acceptance of the bid**
 - ii. Rejected/Unsuccessful bids - received from unsuccessful bidders **-Retention: 2 years + current**
 - iii. Unsolicited bids - received from bidders without solicitation - **Retention: 2 years + current**
 - iv. Lease-purchase records - records pertaining to the acquisition of property by lease-purchase transactions. - **Retention: Term of lease-purchase arrangement + 6 years**
 - c. Procurement and purchasing policies - directives, memoranda or manuals pertaining to policies established by TFS for the procurement of commodities and services - **Retention: Permanent Duplicate Copies: Until superseded**
 - d. Purchasing control forms - purchase orders, purchase requisitions, field purchase orders, vouchers and other forms documentation to procurement process. - **Retention: 6 years + current**
 - e. Solicitations and specifications - requests for proposals (RFPs), requests for quotations (RFQs), and other solicitations by TFS for competitive bids, proposals or quotes for the provision of services or commodities; includes bid specifications. - **Retention: 6 years + current**
 - f. State bid list - **Retention: Until superseded**
 - g. Vendor lists - listings of vendors providing goods and services to TFS, usually including names, addresses, phone numbers, description of goods or services provided. - **Retention: Until superseded or obsolete**
17. FINANCIAL REPORTS: Reports created for internal use to document the status of funds, bank accounts, investments and other accounting of TFS funds, including financial projection reports.
- a. Annual financial reports - statistical reports on the financial affairs of TFS or specific departments, including a statement on the value of all TFS owned property and an accounting of all income and expenditures in relationship to the final budget. - **Retention: Permanent**
 - b. county treasurer's reports - periodic reports of the county treasurer regarding the distributions of taxes collected on behalf of TFS, including information regarding taxes collected, interest and fees. - **Retention: 10 years + current**
 - c. Revenue and expenditure reports - reports including information regarding cost analysis, itemized expenditures and revenue sharing. - **Retention: 6**

years + current

- i. Departmental expenditure reports - **Retention: 1 year + current**
- ii. Financial reports – monthly - **Retention: 2 years + current**

18. CASH RECEIPT JOURNALS

Retention: 2 years + current

TRANSPORTATION RECORDS

General Description:

Records generally relating to the operation and maintenance of TFS transportation program. The specified retention period applies to the information contained within the record, regardless of the physical format of the record (paper, microfilm, computer disk or tape, optical disk, etc.).

1. DRIVER QUALIFICATION FILE to include but not limited to:

- a. school bus driver annual written test
- b. small vehicle driver annual written test
- c. Driving performance test
- d. DOT medical report
- e. Motor vehicle record check
- f. First aid certificate
- g. Commercial driving license (CDL) copy

Retention: until the driver resigns, is terminated, or retires

2. NEW HIRE DRIVER QUALIFICATION FILE: In addition to the items listed in above:

- a. Pre-service training record outline
- b. Mountain driving written test
- c. Adverse weather driving written test
- d. CDL skills test

Retention: Until driver resigns, is terminated or retires

3. VEHICLE MAINTENANCE FILE to include but not limited to:

- a. Annual inspection form
- b. Vehicle repair form
- c. Preventive maintenance inspection form –

Retention: Life of the vehicle

4. DAILY PRE-TRIP INSPECTION SHEETS that verify the driver has completed the required inspections.

Retention: 6 months

5. EMERGENCY EVACUATION DRILLS that document the driver's knowledge and application of evacuation procedures.

Retention: 6 months

6. EMERGENCY EVACUATION TALK CHECKLIST that spell out the correct and proper procedures for students and teachers to follow in the event of an emergency. **Retention: 6 months**

7. DRUG AND ALCOHOL TEST RESULTS that are required of transportation section employees.
Retention: 2 years

8. INSERVICE TRAINING RECORD that documents the annual training provided to each driver and maintenance person.
Retention: 2 years

9. FINGERPRINT REPORTS from the Colorado Bureau of Investigation and FBI
Retention: Until driver resigns, is terminated or retires

INSTRUCTION RECORDS

General Description:

Records generally relating to the teaching instruction efforts that occur within TFS. The specified retention period applies to the information contained within the record, regardless of the physical format of the record (paper, microfilm, computer disk or tape, optical disk, etc.).

1. DISTRICT TEST SCORES (STATE AND FEDERAL MANDATED) that reflect student academic achievement.
Retention: Permanent

2. TEACHER'S GRADE BOOKS that record the daily and term grades for each student.
Retention: 1 year + current provided term grades are recorded to the permanent student record

3. COUNSELOR RECORDS that are used to counsel a student on specific and general aptitudes, and areas of student interest.
Retention: 3 years + current

FOOD SERVICE RECORDS

General Description:

Records generally relating to providing food services within TFS. The specified retention period applies to the information contained within the record, regardless of the physical format of the record (paper, microfilm, computer disk or tape, optical disk, etc.).

1. MEALS SERVED identifies the daily number of meals served in each school.
Retention: 1 year after the end of the federal fiscal year to which they

pertain

2. **PREPAID MEAL RECORD** that records meal ticket information of payments made in advance. **Retention: 3 years after the end of the federal fiscal year to which they pertain**
3. **FREE/REDUCED MEAL ROSTER** that lists the names of the participating students. **Retention: 3 years after the end of the federal fiscal year to which they pertain**
4. **FREE/REDUCED PRICE MEAL RECORDS** which include application for free or reduced prices and compliance and verification records. May include additional criteria that a District uses in making a decision to approve an application. **Retention: 3 years after the end of the federal fiscal year to which they pertain**
5. **DAILY RECEIPT REPORTS** that document the food/meal sales receipts for each day; may include cash register tape sales, cash sales, and a summary report. **Retention: Until audited + 1 year**
6. **FEDERAL CLAIM FOR REIMBURSEMENT** that documents the total number of free, reduced, paid breakfasts and lunches served during the month that are being claimed for reimbursement of federal funds. **Retention: 3 years after the end of the federal fiscal year to which they pertain**
7. **RECEIPTS/RECEIPT BOOKS** that documents monies received by food services for meals and services rendered. **Retention: 3 years after the end of the federal fiscal year to which they pertain**
8. **FOOD PURCHASE ORDERS** (includes food commodities) that authorize the delivery of a specified food product, merchandise showing the amount of funds authorized for the same. **Retention: 3 years after the end of the federal fiscal year to which they pertain**
9. **PAYMENT VOUCHERS FOR FOOD SERVICE CLAIMS** that identify a request for payment to a vendor for food goods or services in accordance with approved purchase orders. **Retention: 3 years after the end of the federal fiscal year to which they pertain**

EHC – Technology Resources and Internet Safety

Technology resources provide access to a wealth of information and services to students and staff. The Third Future Schools Network recognizes the tremendous importance of preparing our students for the Year 2030, and the integral role that the Internet, computers, and mobile devices play in such preparation. One of the most important 21st century skills involves the ability to navigate safely and responsibly through the vast Internet landscape.

Still, as students are still learning appropriate use of technology and need to focus on the learning objectives presented by teachers daily, automatic access to the Internet will not be granted and students will gain such access under the supervision of a teacher or learning coach.

Staff members may use personal computers and handheld electronic devices for appropriate reasons at appropriate times. For students: electronic personal computers and handheld electronic devices are not allowed at school unless specifically authorized by a student's teacher for a specific education purpose and for a specific and limited amount of time. Users who demonstrate inappropriate uses of electronic devices are subject to disciplinary action

VIRUS PROTECTION SOFTWARE: Antivirus software must be installed and up-to-date on personally owned electronic devices. When logging into the network, wired and wireless, the personally owned electronic device will be scanned for virus protection software. If this software is not apparent, the device will not be allowed to connect. User will be prompted to purchase virus protection before logging into the Network system.

PROHIBITS INAPPROPRIATE USE: Use of Network educational technology resources for any inappropriate purpose is prohibited. Network policies apply to use of the Network's educational technology resources.) Users may not use Network resources for personal for profit business.

RESPONSIBLE USERS: The Network seeks to provide both a safe, secure learning environment and the opportunity for students to learn. The Network adopts the approach of helping students become responsible users of digital media and provides specific learning experiences in appropriate online behavior, safety and privacy, and cyberbullying to address Children's Internet Protection Act (CIPA). With this educational opportunity comes personal responsibility. To ensure that users are acting responsibly, all users must realize that any user's files and messages may be reviewed by authorized personnel.

RESTRICT ACCESS: It is possible to access material that students (or parents/guardians of students) might find inappropriate. While the Network will take reasonable steps to restrict

access by minors to harmful material including the use of an Internet content filter, it is

impossible to guarantee that such access cannot or will not be gained. The Network makes no warranties for the access it is providing. The Network shall not be liable for users' inappropriate use of the Network's technology resources, violations of copyright restrictions or other laws, users' mistakes or negligence, and costs incurred by users. The Network shall not be responsible for ensuring the availability of the Network's technology resources or the accuracy, age appropriateness, or usability of any information found on the Internet.

NETIQUETTE AND PROVISIONS: All users of Network computers and networks are expected to abide by the rules of network etiquette (netiquette) and adhere to this policy's exhibits. Failure to comply with this policy and the defined rules of network etiquette may result in disciplinary action.

EMAIL: Filtered email service is provided to all staff. Be mindful of using Network email for personal purposes. Practice netiquette and take security precautions. Open attachments only from trustworthy sources, and be mindful of spams or scams. Chain emails shall not be forwarded to Network users. Disciplinary action may be taken for student and staff misuse of technology resources.

SOCIAL NETWORKING SITES: The Network realizes that part of Next Generation Learning is adapting to the changing methods of communication including social networking sites. Under the supervision of a teacher or learning coach, social networking websites have the potential to support student learning, and students can participate in online social networks where people all over the world share ideas, collaborate, and learn new things. In online social environments that are connected to Network information, ensure personal profiles and related content are consistent with work and study at the Network. Do not post confidential student information in any venue.

LEGAL REFS.: C.R.S. § 22-87-101, et seq. (Children's Internet Protection Act) C.R.S. § 24-72-204.5 (monitoring electronic communications) 47 U.S.C. § 254(H) (Children's Internet Protection Act)
47 U.S.C. § 231, et seq. (Child Online Protection Act)
20 U.S.C §1232g (Family Educational Rights and Privacy Act)

EHC-R – Use of Social Media

Students may use social media and social networking sites under the supervision of a teacher for a specific educational purpose while at school. Student use of social networking while at school for personal reasons or non-educational purposes is not allowed.

Teachers will abide by the following guidelines:

- Be cautious of identity theft issues using social networking sites. Be careful not to display personal information for yourself or students when setting up a profile or bio.
- Use discretion when uploading digital pictures and selecting avatars to assure that they convey the appearance your boss, students and their families would interpret as appropriate. All Images should be free of any copyright restrictions.
- Be aware of what you post online. Social [media](#) venues are very public. What you contribute leaves a digital footprint for all to see. Do not post anything you wouldn't want parents, colleagues, students, a future employer or others to see.
- Follow the school's code of conduct when writing online. It is acceptable to disagree with someone else's opinions; however, do it in a respectful manner. Make sure that criticism is constructive and not hurtful. What is inappropriate in the classroom is inappropriate online.
- Be safe online. Never give out personal information, including, but not limited to, last names, phone numbers, addresses, exact birthdates, and pictures. Do not share your passwords.
- Linking to other websites to support your thoughts and ideas is recommended. However, be sure to read the entire article prior to linking to ensure that all information is appropriate for a school setting.
- Staff and students are encouraged to use interactive websites and tools; however, all must be utilized within the context of educational usage. Staff-created blogs or other online content such as micro blog feeds must also only occur within the context of educational usage. Users must follow proper etiquette, including but not limited to, using proper language with no vulgarity and no cyber-bullying or spreading falsehoods about another that lowers the affected individual in the eyes of the community.
- Teacher/student interactions online must only occur within the context of educational usage. For the protection of both students and staff, the Network strongly advises that staff do not “friend” students on public networks, since lines of personal and professional boundaries are not as clear in social networking sites. Friending students on private or school-based networks for educational purposes is acceptable within the context of educational usage(i.e. Destiny or Sharepoint).
- Do not use other people's intellectual property without their permission. **It is a violation of copyright law to copy and paste other's thoughts.** When paraphrasing another's

idea(s) be sure to cite your source with the URL. It is good practice to hyperlink to your sources.

- Be aware that pictures may also be protected under copyright laws. Verify you have permission to use the image or it is under Creative Commons attribution.
- How you represent yourself online is an extension of yourself. Do not misrepresent yourself by using someone else's identity.
- Blog and wiki posts should be well written. Follow writing conventions including proper grammar, capitalization, and punctuation. If you edit someone else's work be sure it is in the spirit of improving the writing.
- If you run across inappropriate material that makes you feel uncomfortable, or is not respectful, tell your administrator right away.

F. Facilities Planning and Development



TFS Board Policy
FEH – Supervision of Construction
Revised 21 April 2018

FEH – Supervision of Construction

The CEO shall plan for, supervise, and be responsible for all construction projects. The CEO will hire an owner's representative for technical assistance and construction oversight if he deems necessary. The CEO and owner's representative will serve as the Network's primary representative to ensure the success of the project.

Contractual authority is given only to the CEO. No one other than the CEO shall provide direction to the construction contractor in a manner that binds the Network. All construction contract administration will be conducted according to the limits spelled out in contract.

The CEO will enforce construction contracts in a firm and fair manner.

G. Personnel



TFS Board Policy
GBEA – Employment of Relatives
Revised 15 July 2019

GBEA – Employment of Relatives

1. Purpose

Third Future Schools expects its employees to make personnel decisions and other educational and business decisions objectively based on the Network's needs, resources and priorities.

While the Network does not restrict the employment of relatives in most circumstances, it recognizes that, when an employee has supervisory or fiscal authority over, or access to confidential information concerning, another employee who is a relative, or participates in Network decisions directly affecting a relative, a conflict of interest exists and there is a substantial risk of favoritism and negative effects on the integrity of Network decision-making.

Accordingly, this policy is intended to establish standards and procedures for employment of relatives in Network positions and for decision-making affecting relatives.

This policy may be modified by the TFS Board of Education (the Board) at any time and does not create any express or implied contract, including a contract of employment, property rights, privacy rights, due process rights or any other contractual or constitutional rights.

2. Definitions

For purposes of this policy and unless otherwise specified herein, "relative" means the spouse (including common law spouse), child, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin, corresponding in-law or "step" relation, fiancé, domestic partner, any member of the employee's household.

3. Applicant Disclosure

An applicant applying to or within the Network is expected and required to accurately and honestly disclose any relatives' names who also work for the Network when asked during the interview process or before signing a contract with the Network.

4. Decisions Affecting Relatives

No Network employee shall participate in a Network decision, or seek to influence or advocate for a decision, that causes a direct benefit or penalty to a relative of the employee, whether or not such relative is an employee. Such decisions may include, but not be limited to, decisions concerning hiring, discharge, performance evaluations, grievances, transfers, vendor contracts, purchases, and investigations.

5. Hiring or Assignment of Relatives

The Network generally permits the hiring and assignment of relatives of current Network employees to positions within the Network, except in circumstances where:

- a. One relative would directly exercise supervisory, appointment, or dismissal authority or disciplinary action over the other relative;
- b. One relative would audit, verify, or receive, or is or would be entrusted with moneys received or handled by his or her relative; or

The Network may make exceptions to this standard on a temporary basis (for periods generally not exceeding three months) or in the event of a Network emergency.

In the event two members of a school or building staff attain a relative status or occupy the same household during a school year and one employee supervises the other, they shall report this information to their immediate supervisor and notice shall be given them that they come under the requirements of this policy and that the necessary reassignment involved shall be effected no later than the following school year.

6. Other Conflict of Interest Concern

If any two employees of the Network who are in a superior/subordinate status and have a known romantic relationship, or there is a logical conflict of interest as set forth in paragraph 5 above, they shall report this information to their immediate supervisor and will be advised of the requirements of this policy by their immediate supervisor(s).

7. Disclosure and Evaluation Procedure

If a Network employee experiences a change in personal status (such as through marriage or engagement), or becomes aware of an actual or expected Network decision affecting a relative of the employee, that is subject to the restrictions of section 2 or 4 above, the employee shall self report and disclose all facts concerning the matter immediately to one of the following persons:

- a. Immediate supervisor
- b. Principal
- c. CEO

When a report is received, the individual receiving the report shall coordinate an evaluation of the circumstances and determine whether action should be taken.

8. Professional Working Behavior

The Network expects its employees to exhibit professional behavior in their interactions with employed relatives while at work and on Network property.

9. Reporting and Retaliation

Any employee may report a violation of this policy to any of the individuals identified in 7.a.-c. above. If an employee experiences retaliation for reporting a violation of this policy, the employee should report the matter directly to the CEO or principal.

10. Consequences

The Network reserves the right in any situation involving the application of this policy to decide, in its discretion, whether an investigation should be conducted and whether corrective action should be taken, including, but not limited to, reassignment, disciplinary action or termination of employment.

LEGAL REF.: Constitution of Colorado, Article X, Section 13
C.R.S. § 14-15-101, et seq.
C.R.S. § 18-8-308
C.R.S. § 24-34-402 (1)(h)



GCE/GCF – Employee Background Checks

Prior to employing any applicant for a position in the TFS Network, the Network, in accordance with state law, shall conduct a background check concerning such applicant with the Colorado Department of Education (CDE) and previous employers regarding the applicant's fitness for employment. In addition, during the employment of any person in the Network, the Network may, in accordance with state law, conduct a background check concerning that employee.

Any applicant recommended for employment in the Network, for which a Colorado educator's license is not required, shall submit to the Network a complete set of fingerprints and a notarized form regarding felony and misdemeanor convictions. The Network shall forward the fingerprints to the Colorado Bureau of Investigation (the CBI) for the purpose of conducting a state and national fingerprint-based criminal history record check. Applicants may be conditionally employed prior to the Network receiving the fingerprint results.

LEGAL REFS: C.R.S. 22-32-109 (1)(f)
C.R.S. 22-32-109.7
C.R.S. 22-32-109.8
C.R.S. 22-32-109.9



GCOA -- Evaluation of School Professionals

Evaluation of School Professionals

The Network schools recognize that the sound appraisal of the performance of school professionals is critical in achieving the educational objectives of the school.

The Board of Education expects its administrative and supervisory staffs to exert reasonable efforts to encourage and help school professional personnel to develop their leadership, professionalism and instructional abilities to an optimum degree.

Evaluations shall be conducted in accordance with state law, Board of Education Governing Policies and School Policy to improve instruction, enhance the implementation of programs in the curriculum, and measure the professional growth and development of personnel and level of performance of each school professional employee. Evaluations will also serve as the measurement of satisfactory performance for school professionals and documentation for non renewal of employment contract or dismissal for unsatisfactory performance. All school professionals must receive a summative evaluation annually two weeks before the last day of classes.

The Board shall periodically consult with school administrators, professional educators, parents in reviewing the effectiveness of the evaluation system.

The basic requirements of the evaluation system shall be:

1. All full-time and part-time school professionals shall be regularly evaluated by a licensed administrator/supervisor.
2. Evaluations shall be conducted in a fair, professional and credible manner and shall be based on written criteria which pertain to good teaching practices and the school professional's particular position.
3. Standards for satisfactory performance and criteria which can be used to determine whether performance meets such standards shall be developed. One of the standards for measuring the school professional's performance shall be directly related to classroom instruction and shall include multiple measures of student performance.
4. All evaluation standards and criteria shall be provided in writing and shall be discussed by the evaluator prior to and during the course of the evaluation process.

5. The system shall identify the various methods which will be used for information collection during the evaluation process, such as direct and informal observation and may include any peer, parent, or student input. All data on which an evaluation is based will be documented to the extent possible and available for the school professional's review.
6. The evaluation system shall specify the frequency and duration of the evaluation process, with school professionals receiving at least one summative evaluation annually.
7. All written evaluation reports shall be specific as to performance strengths and weaknesses, dates of documented observations, data sources, and professional growth plans. The professional growth plan with goal setting shall be specific as to ways to improve student achievement and to the identification of areas of deficiency in meeting professional standards and ways to improve upon performance in those areas. The school professional shall have an opportunity to review the evaluation with the Supervising Administrator, and both shall sign it. If the school professional disagrees with any of the conclusions or recommendations in the evaluation, he or she may attach a written explanation or other relevant documentation within five (5) working days, but any such disagreement shall not relieve their obligation to sign the evaluation as required by Colorado law.
8. The system shall contain a process to be followed when a school professional's performance is deemed unsatisfactory. In accordance with state law, this process shall provide for a notice of deficiencies, a remediation plan, a statement of the resources and assistance available, and a reasonable period of time to correct the deficiencies.

No informality in any evaluation or in the manner of making or recording any evaluation shall invalidate the evaluation. No minor deviation in the evaluation procedures shall invalidate the process or the evaluation report.

Nothing in this policy shall be construed to imply in any manner the establishment of any property rights or expectancy or entitlement to continued employment not explicitly established by statute, Board of Education Governing Policies, School Policy or contract. Neither shall this policy and/or the evaluation system be deemed or construed to establish any conditions prerequisite relative to renewal or non-renewal of contracts, transfer, assignment, dismissal or other employment decisions relating to school personnel.

Unless an evaluator acts in bad faith or maliciously with respect to the application of a procedure associated with the evaluation process, any misapplication of a procedure, failure to apply a procedure or adhere to a prescribed timeline shall not be an impediment to or prevent the school from changing an employee's contract status or assignment under the terms of the employment contract and state law. The content of the evaluation, the ratings given and any remediation plan shall not be grievable under the school's formal grievance process.

All employment decisions remain within the sole and continuing discretion of the Board of Education, subject only to the conditions and limitations prescribed by Colorado law.

Legal

C.R.S. 22-9-101 et seq. (Personnel Performance Evaluation Act)

C.R.S. 22-63-301 (grounds for dismissal)

C.R.S. 22-63-392 (8) (burden of proof)

GBC-R FMLA ELIGIBLE STAFF LEAVES AND ABSENCES

Title FMLA Eligible Staff Leaves and Absences
Designation GBC-R
Office/Custodian Business Director

Basic conditions

To initiate a leave request under federal Family and Medical Leave Act (FMLA), the employee must complete a leave of absence application (GBC-E) (we will need to create). The employee must complete this form in detail, sign the form and secure their immediate supervisor's signature. The employee or supervisor then must submit the form to the Director of Finance. When possible, the form should be submitted 30 days in advance of the effective date of leave. The Finance Director will review the leave of absence application and send out the required medical certification documentation to the employee.

Medical Certification

Third Future Schools will require medical certification to support a claim for leave for an employee's own serious health condition or to care for a seriously ill child, spouse, or parent. The basic certification form will be sufficient if it contains the date on which the condition commenced, the duration of the condition and any appropriate medical information. The employee will be given a Family and Medical Leave Act (FMLA) medical certification form to be filled out by the attending physician.

The employee is responsible for getting the certification to the attending physician. The completed certification must be returned to the Director of Finance within fifteen (15) calendar days per FMLA guidelines. All medical information provided to the District through this process shall be treated as confidential.

For an employee's own medical leave, the certification also must include a statement that the employee is unable to perform the functions of his/her position. If the requested leave is to care for a seriously ill child, spouse, or parent, the certification must include an estimate of the amount of time the employee is needed to provide care. Certification for intermittent leave must indicate the dates on which treatment is expected to be given and the duration of the treatment. If the requested leave is to care for a seriously ill child, spouse, or parent, the certification must include an estimate of the amount of time the employee is needed to provide care.

For the employee's own intermittent leave, the certification must contain a statement indicating the medical necessity of the intermittent treatment and its expected duration.

In the instance of a child placed with an eligible employee for adoptive or foster care, Third Future Schools will require official court or Department of Human Services (DHS) documentation clearly stating that the child has been placed with the eligible employee and whether the child has been placed for adoptive or foster care.

In the instance of qualifying exigency due to the eligible employee's spouse, son, daughter or parent being on "covered active duty", a copy of the military orders will be required. For military caregiver leave, a medical certification form will be required to be filled out by the service member's attending physician which must include an estimate of the amount of time the employee is needed to provide care as well as military documentation showing that the qualifying service member was on active duty and during that leave incurred or aggravated a serious illness or injury requiring care.

At its discretion, Third Future Schools may require a second medical opinion at Third Future Schools' own expense or periodic medical recertification.. If the first and second opinions differ, Third Future Schools at its own expense may require the binding opinion of a third health care provider approved jointly by Third Future Schools and the employee.

Notification and reporting

When the need for leave for the birth or adoption of a child or for planned medical treatment is foreseeable, the employee must provide at least 30 days prior notice unless circumstances dictate otherwise. With respect to foreseeable treatments of an employee's family members, the employee must make a reasonable effort to schedule treatment so as not to disrupt Third Future Schools' operations.

In case of illness, the employee is required to report periodically on his/her leave status and intention to return to work.

Intermittent or reduced leave

When instructional employees seek intermittent leave in connection with a family or personal illness and when such leave would constitute at least 20 percent of the total number of working days in the period during which the leave would extend, Third Future Schools may require the employee to take leave in a block (not intermittently) for the entire period or to transfer to an available alternative position with the school system, that is equivalent in pay, for which the employee is qualified and which better accommodates the intermittent situation.

Reinstatement

Because the end of the semester is a critical time for both staff and students, the following conditions will apply to requests from staff seeking to return from leave within the last three weeks of the semester:

1. If the employee begins any category of family and medical leave five or more weeks prior to the end of the semester and the leave is for more than three weeks, Third Future Schools may require the employee seeking to return within the last three weeks to wait until the next semester to return.

2. If the employee begins any category of family and medical leave except personal sick leave less than five weeks before the end of the semester and the period of leave is greater than two weeks, Third Future Schools may require the employee to wait until the next semester to return.
3. If the employee begins any category of family and medical leave except personal sick leave three or fewer weeks before the end of the semester and the period of leave is greater than five working days, Third Future Schools may require the employee to wait until the next semester to return.

Employees who have taken leave due to a personal health condition will be required to provide certification by their physician that the employee is able to resume work. This certification must be presented to Third Future Schools at least two (2) working days prior to the anticipated return to work date. In addition, Third Future Schools reserves the right to consult with a public health official if there is any question about possible transmission of a disease in the school setting.

Repayment of benefits

In event that an employee elects not to return to work upon completion of an approved unpaid leave of absence, Third Future Schools may recover from the employee the cost of any payments made to maintain the employee's group health insurance coverage unless the failure to return to work was due to a continuation, recurrence, or onset of a serious health condition as certified by a physician that entitles the employee to leave or for other reasons beyond the employee's control so long as in doing so, no federal or state laws governing benefits will be violated.

Benefit entitlements based upon length of service will be calculated as of the last paid work day prior to the start of the unpaid leave of absence.

Posting/notice to employees

Building principals/administrators will post notices explaining the Family and Medical Leave Act's provision in locations where they can be readily seen by employees and applicants for employment.

Any employee questions regarding leaves of absence should be directed to the Finance Director



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

Staff Use of the Internet, Electronic Communication and Technology

The Internet and electronic communications (e-mail, chat rooms, and other forms of electronic communication) have vast potential to support curriculum and learning. The Network schools believe they should be used in the school as a learning resource to educate and to inform. They should also be used to help the organization run more efficiently to meet school's goals.

The Network schools support the use of the Internet and electronic communications by staff to improve teaching and learning through interpersonal communication, access to information, research, training, and collaboration and dissemination of successful educational practices, methods, and materials.

The Internet and electronic communications are fluid environments in which users may access materials and information from many sources. Staff members shall take responsibility for their own use of school computers and computer systems to avoid contact with material or information that violates this policy.

INTERNET FILTERING

To protect students from child pornography or material and information that are obscene or harmful to minors, Internet filtering appliances that block or filter such material and information have been installed on the school network. All Internet usage is forced through these filters. Blocking or filtering is generally waived for a supervising teacher or school administrator, as necessary, and only after the teacher or administrator acknowledges a warning from the system for purposes of bona fide research or other educational projects being conducted by staff members over the age of 18. Such filtering is required by law under the Children's Internet Protection Act (CIPA, 2000).

UNAUTHORIZED AND UNACCEPTABLE USES

Staff members shall use school technology equipment and technology systems in a responsible, efficient, ethical, and legal manner. Staff use of the network is a privilege, not a right.

Because technology and ways of using technology are constantly evolving, every unacceptable use of school computers and computer systems cannot be specifically described in policy. Therefore, examples of unacceptable uses include, but are not limited to, the following:

- Violation of respectful workplace standards
- Engagement in illegal behaviors
- Conducting personal commercial business
- Using school email addresses for personal profit or business
- Disrespect of a class or classes of individuals
- Excessive engagement in leisure activities during work hours
- Demeaning of the school, school personnel or students
- Purposefully accessing, creating, transmitting, retransmitting or forwarding of material or information:
 - that promotes violence or advocates destruction of property including, but not limited to, access to information concerning the manufacturing or purchasing of destructive devices or weapons
 - that contains pornographic, obscene, or other sexually oriented materials through either pictures or writings, that are intended to stimulate erotic feelings or appeal to prurient interests in nudity, sex, or excretion
 - that plagiarizes the work of another without express consent
 - that uses inappropriate or profane language likely to be offensive to others in the school community
 - that is knowingly false or could be construed as intending to purposely damage another person's reputation in violation of any federal or state law including but not limited to copyrighted material and material protected by trade secret
 - that contains personal information about themselves or others, including information protected by confidentiality laws using another individual's Internet or electronic communications account without written permission from that individual
 - that impersonates another or transmits through an anonymous remailer
 - that accesses fee services without specific permission from the system administrator
 - The Administration and Board of Education reserves the right, at its sole discretion, to determine the appropriateness of all information accessed through its technology.

SECURITY

Security on school computer systems is a high priority. Staff members who identify a security problem while using the Internet or electronic communications must immediately notify a system administrator. Staff members should not demonstrate the problem to other users. Logging on to the Internet or electronic communications as a system administrator is prohibited except by Administration whose job require such logging on.

Staff member must:

- Lock their machine any time they walk away, no matter how long it will be.

Staff members shall not:

- Use another employees' password or any other identifier.
- Write down any passwords or post passwords, including sticky notes on monitors, desks, or any unsecure area.
- Log into any system not assigned to them, unless the system is designated as a public or multi-user machine.
- Gain or attempt to gain unauthorized access to school computers or computer systems.
- Read, alter, delete or copy electronic communications of other staff members.
- Place electronic devices of any kind on the school network that are not authorized by the Administration. Generally, this means that only school configured PCs, laptops and other personal network devices can be attached with a hardwire to the school network without prior permission from the Administration Team.

Any staff member identified as a security risk, or as having a history of problems with other computer systems, may be denied access to the Internet and electronic communications.

USE OF SOCIAL MEDIA

Staff members are expected to serve as positive role models at all times and must represent the school professionally at all times. All off-campus expression on social media that is made pursuant to a staff member's official job duties is subject to this policy.

Staff may not use a personal social media account to interact with students. If staff chooses to use social media to communicate with students, they should establish a separate public professional social media account. Staff members shall not use email, text messaging, instant messaging, or social networking sites to discuss non-school related issues with students. Staff members are expected to protect the health, safety, and emotional well-being of students and to preserve the integrity of the learning environment. Online or electronic conduct that distracts or disrupts the learning environment or other conduct in violation of this or related school policies may form the basis for disciplinary action up to and including dismissal from employment.

VANDALISM

Vandalism will result in cancellation of privileges and may result in disciplinary action and/or legal action. Vandalism is defined as any malicious or intentional attempt to harm, destroy, modify, abuse, or disrupt:

- Operation of any network within the school or any network connected to the Internet
- Operation of any form of electronic communications

- Data contained on any network or electronic communications
- Data of another user
- Usage by another user
- School-owned software or hardware

This includes, but is not limited to, the uploading or creation of computer viruses.

UNAUTHORIZED SOFTWARE

Staff members are prohibited from using or possessing any software that has been downloaded or is otherwise in the user's possession without appropriate registration and payment of any fees owed to the software owner. Licenses must be purchased for each device or each site per the requirements set forth by the software owner. All software must be used in accordance with the End-User License Agreement that accompanies any piece of software.

Unauthorized software shall include "free" software that is meant for individual, private

INSTRUCTIONAL USE OF AUDIO-VISUAL RESOURCES

All instructional resources, including audiovisual materials, must:

- Be consistent with the Network schools school policies, educational goals, and the objectives of specific courses and/or activities
- Adhere to federal and state copyright laws
- Reflect the best teaching practices based on age appropriateness and instructional relevance

Movies and Movie Clips

Showing movies in class, as opposed to movie clips, should be a rare event in the Network schools. A teacher must obtain the permission of the Principal before showing a film in class that runs beyond twenty (20) minutes. Teachers may show YouTube and other streaming video clips in class as long as they reflect the best teaching practices as described above.

STAFF MEMBER USE IS A PRIVILEGE

Use of the Internet and electronic communications requires personal responsibility and an understanding of the acceptable and unacceptable uses of such tools. Staff member use of the Internet and electronic communications is a privilege, not a right. Failure to follow the use procedures contained in this policy may result in the loss of the privilege to use these tools, restitution for costs associated with damages, and may result in school disciplinary action and/or legal action. The school may deny, revoke, or suspend access to school technology or close accounts at any time

A-3: Student Outcome Goals

Performance Goal 1			
	2025 - 2026	2026 - 2027	2027 - 2028
Campus Rating	B	B	B

Performance Goal 2: 3rd Reading - Meets			
	2025 - 2026	2026 - 2027	2027 - 2028
The percentage of 3rd grade students who score meets grade level performance or above on the reading language arts STAAR assessment.	61%	64%	68%

Performance Goal 3: 3rd Math - Meets			
	2025 - 2026	2026 - 2027	2027 - 2028
The percentage of 3rd grade students who score meets grade level performance or above on the math STAAR assessment.	45%	48%	50%

Performance Goal 4: 4th - 6th Growth - Reading			
	2025 - 2026	2026 - 2027	2027 - 2028
The percentage of 4th - 6th grade students who meet or exceed their reading language arts STAAR annual growth.	75%	76%	77%

Performance Goal 5: 4th - 6th Growth - Math			
	2025 - 2026	2026 - 2027	2027 - 2028
The percentage of 4th - 6th grade students who meet or exceed their math STAAR annual growth.	67%	69%	71%

A-4 Financial Performance Measures

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

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

Performance Measure #3 Unrestricted Days Cash	Unrestricted Cash divided by ([Total Expenses minus Depreciation Expenses]/365)
Days cash is greater than or equal to 30 beginning in 2025-26. Days cash is greater than or equal to 60 beginning in 2026-27 and thereafter.	

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

Performance Measure #5 Current Financial Statements	
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All financial statements reflect positive net asset amount.

A-5 Performance Consequences

Regular Review and Material Consequences of Failure to Meet Contract Goals

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

Termination

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

Academic Performance

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

Financial Performance

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

Termination under this section shall be effective no later than the end of the then current school year, so long as written notice of such termination is provided no later than thirty (30) days after the release of the Commissioner of Education's academic ratings or the date of determination by the District that the OP has failed to meet the academic or financial performance goals defined above.

A-6: Renewal Application

SCHOOL OVERVIEW

School Name: Sam Houston Collegiate Prep Academy		
School Leader: Micahel Garza		
School Leader Contact Information	Email: Michael Garza	Phone: 432 240 7100
Board Chair:	Conrad Coleman	
Board Chair Contact Information	crad1998@yahoo.com	Phone: 432 559 6179
Operating Partner's Governing Board Membership: Ms. Dorothy Reyes, Ms. Sarah Arrambide, Ms. Martina Van Norden, Mr. Blake Roach		
Operating Partner's Point of Contact: Zach Craddock		
Partner Organization Contact Information	Email: zach.craddock@thirdfuture.org	Phone: 719 963 6620
School's Initial Opening Date/Year: August 2020		
Current Grade Span Served: PreK-6		
Current Enrollment: 487		
<p>School Mission: A team of dedicated teachers and leaders, working in a high performance and caring culture, implements a wholesale reform of the education system based on different design principles. They maintain an intense focus on high quality instruction and also provide students with experiences to broaden perspective and support for growth of Year 2035 competencies. Third Future Schools holds high expectations for students and staff and believes that everyone can create their future.</p>		
Contract Amendments to Date: One amendment to date restructuring the percent withheld by the ISD. This was executed in the summer of 2023		
Formal Intervention(s) or Probation(s) to Date: None		

Grade Span Desired in Subsequent Contract Term: PreK-5, per Midland ISD rezoning information provided to the Network. TFS is unsure of when this restructuring would possibly be happening, but we are capable of adjusting whenever Midland ISD needs to do this.
Enrollment Desired in Subsequent Contract Term: 475
Renewal Application Submitted by: (School Leader Signature) <i>Zach Craddock</i>
Renewal Application Submitted by: (Board Chair Signature) <i>Conrad Coleman</i>
Date Submitted: 8/30/24

1. Executive Summary

In fewer than 500 words, please describe the school's mission, vision, academic program, leadership structure, and staffing model. Highlight the school's successes and challenges addressed/overcome over the contract term.

Our Mission: A team of dedicated teachers and leaders, working in a high performance and caring culture, implements a wholesale reform of the education system based on different design principles. They maintain an intense focus on high quality instruction and also provide students with experiences to broaden perspective and support for growth of Year 2035 competencies. Third Future Schools holds high expectations for students and staff and believes that everyone can create their future.

Our Vision: By the Year 2030, Third Future Schools will create 100 proof points of a new education system and inspire transformation of the broader public education system in order to significantly narrow the achievement gap and prepare students for a Year 2035 workplace and world.

Academic Plan: We have designed our schools' educational program around Personalized Learning concepts. Personalized Learning is an approach to instruction that is centered on the student. It taps into a student's needs, strengths and interests to engage students and provide a best fit education for each student. The instruction is tailored to the individual needs of the student, and the student learns in a way that best meets their learning style.

Leadership Structure:

Name	Title	Position
Michael Garza	Principal	Principal
Nicole Gabriel	Director of Schools	Director of Schools
Keena Olivas	Assistant Principal	Assistant Principal
Zach Craddock	Superintendent	Superintendent

Staffing Plan: See attachment outlining the 24-25 staffing model

2. Reflecting on Performance

A. Academic Achievement.

- i. Required: Explain to what degree the school has met its performance goals as listed in Addendum A-3 of its performance contract. Discuss, as applicable, any gaps in subgroup performance and the school’s action steps towards addressing them. **Document attached: A-3 Addendum and NWEA Subgroup breakdown**

- ii. Optional: Describe and provide any supplemental data* and context that serves as evidence of the school’s academic strengths. This could include outcomes related to school-established, mission-specific academic goals and measures not currently included in the charter contract. **Documents attached: summary NWEA Data, SRT Data, Action Plan**

B. Financial Health.

- i. Required: Explain to what degree the school has met its performance goals as listed in Addendum A-4 of its performance contract.
 - o **Completion of annual financial report demonstrating fiscal responsibility: Completed and provided Midland ISD**
 - o **Annual receipt of an unqualified audit opinion, in**

connection with the annual financial report: All audits have been provided on time and complete to Midland ISD

- **Annual completion of all other state- and federally-required financial forms and documentation: Complete as requested**
- **TFS Midland will achieve a minimum of \$100,000 fund balance for the 2020-2021 school year: Goal Was Met**
- **The actual versus budgeted expenditures will not exceed a 10% variance: Goal met**

- ii. Optional: Describe and provide any supplemental data* and context that serves as evidence of the school's financial health.

C. Organizational Performance.

- i. Required: Explain to what degree the school has met its internal goals related to organizational performance. **Documents attached: Action Plan**
- ii. Optional: Describe and provide any supplemental data* and context that serves as evidence of the school's organizational strength.

** Any supplemental data submitted through an optional response should provide information that a) meaningfully augments the body of evidence that the authorizer has already collected on the school's performance, or b) illustrates or supports plans or strategies for the next charter term that would be material to the charter contract for the renewal term.*

3. Plans for the Future

A. Educational Programming

- i. Required: Describe any significant changes to the essential terms of the school's educational program as described in the original, approved charter application. Provide rationale for these changes and discuss how they are likely to improve student outcomes. **No significant changes to be made. The school will implement a revised Extended LSAE model to improve academic outcomes for our proficient and advanced students. This model will provide them with more time for rigorous assignments that will push them to the mastery level on STAAR and increase growth with NWEA MAP assessments.**
- ii. Optional: Propose any additional goals or measures related to academic achievement the school would like considered in its subsequent contract. **We**

would like to adjust Performance Measures 5-7 to say “1.8 years of growth and/or the average percentile score for grades 2-6 will be 60%

B. Financial Planning

- i. Required: Provide a description of the school’s proposed financial plan for the next five years. Please describe any anticipated changes to the school’s overall finances and clearly articulate the financial impact of any proposed modifications on the school’s education program and operations. **Five year budget is attached. No significant changes to our finances are planned or anticipated.**

C. Organizational Planning

- i. Required: Describe any anticipated changes related to the governance of the school. **No anticipated changes related to governance exist at this time.**
- ii. Required: Describe any anticipated changes to the school leadership, staffing model, and/or management of the school. **No anticipated changes to these three apply at this time.**
- iii. Required: Describe the current status of the school facility and discuss any anticipated changes in the facilities needs or location. **The facility is in great condition due to the professionalism and dedication of the Midland ISD staff. They take good care of the facility, grounds and they are a pleasure to work with.**

A-7: Facility Plan

Facilities for the School are defined as the building and associated grounds known as “Sam Houston Elementary School” in Midland ISD, located at 2000 W Louisiana Ave, Midland, TX 79701.

A-8: School Attendance Zone

The Attendance Zone for the School shall be defined as designated in the MISD Map of Elementary School Attendance Zones, found at <https://apps.myplanware.com/schoolsearch/midland> for the 2025 - 2026 SY.

A-9: OP 5 Year Budget

Third Future Schools FY24/25 BUDGETS	SH	SH	SH	SH	SH
	24-25 Budget	25-26 Budget	26-27 Budget	27-28 Budget	28-29 Budget
Grades	K-6	K-6	K-6	K-6	K-6
Average daily Attendance	94%	94%	94%	94%	94%
Physical Count	487	500	500	475	475
Funded Pupil Count	455	470	470	444	444
Per Pupil Revenue	\$ 8,592 \$	\$ 8,850 \$	\$ 9,107 \$	\$ 9,207 \$	\$ 9,307 \$
Per Pupil Mill/1882	1,797 \$	1,851 \$	1,905 \$	1,959 \$	2,013 \$
Per Pupil Revenue	10,389	10,701	11,012	11,324	11,636
BEGINNING FUND BALANCE	\$ 43,467	\$ 104,714	\$ 190,075	\$ 202,482	\$ 507,147
REVENUE					
Foundation School Program	\$ 3,912,253	\$ 4,159,500	\$ 4,280,290	\$ 4,159,279	\$ 4,273,755
Texas/ Colorado PPR (Per Pupil Revenue) 1882 Partnership Texas/ Colorado Mill Levy Equalization Funding	\$ 818,299	\$ 869,970	\$ 895,350	\$ 869,968	\$ 893,912
State Revenue	\$ 4,730,553	\$ 5,029,470	\$ 5,175,640	\$ 5,029,248	\$ 5,167,667

Total					
Title IA	\$ 68,311 \$	\$ 79,002 \$	\$ 72,213 \$	\$ 74,160 \$	\$ 74,160 \$
Title IA - Parent Activities/Home Improvement	1,023 \$ 12,030 \$ 643 \$	1,000 \$ 12,030 \$ 643 \$	1,000 \$ 10,748 \$ - \$ 4,474 \$	1,000 \$ 12,030 \$ 643 \$	1,000 \$ 12,030 \$ 643 \$
Title IIA	4,368 \$	5,578 \$	21,113	4,368 \$	4,368 \$
Title IIIA ELLA	83,408	165		83,408	83,408
Title IV IMTA (Instructional Material Technology Allotment)/Teacher Incentive Allotment					
Federal Funds and Grants	\$ 169,783	\$ 98,418	\$ 109,548	\$ 175,609	\$ 175,609
TFS Network Share On Behalf PERA / TRS	\$ 1,900,000 \$ 104,427	\$ 1,800,000 \$ 104,427	\$ 1,700,000 \$ 104,427	\$ 1,900,000 \$ 104,427	\$ 1,900,000 \$ 104,427
Local Funds	\$ 2,004,427	\$ 1,904,427	\$ 1,804,427	\$ 2,004,427	\$ 2,004,427
TOTAL REVENUES	\$ 6,904,762	\$ 7,032,315	\$ 7,089,615	\$ 7,209,284	\$ 7,347,703
EXPENSES					
Instructional - Salaries	\$ 2,774,453	\$ 2,857,686	\$ 2,940,920	\$ 3,024,153	\$ 3,107,387
Instructional - Stipends	\$ 20,000 \$ 45,283 \$	\$ - \$ -	\$ - \$ -	\$ - \$ -	\$ - \$ -
Instructional - Incentive Pay	626,244	\$ 645,031	\$ 663,818	\$ 682,606	\$ 701,393
Instructional - Payroll Benefits (See Staffing Sheet for Details)					
Instructional - Salaries & Benefits	\$ 3,465,980	\$ 3,502,717	\$ 3,604,738	\$ 3,706,759	\$ 3,808,780

Third Future Schools FY24/25 BUDGETS

	24-25 Budget	25-26 Budget	26-27 Budget	27-28 Budget	28-29 Budget
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Grades	K-6	K-6	K-6	K-6	K-6
Average daily Attendance	94%	94%	94%	94%	94%
Physical Count	487	500	500	475	475
Funded Pupil Count	455	470	470	444	444
Per Pupil Revenue	\$ 8,592 \$	\$ 8,850 \$	\$ 9,107 \$	\$ 9,207 \$	\$ 9,307 \$
Per Pupil Mill/1882	1,797 \$	1,851 \$	1,905 \$	1,959 \$	2,013 \$
Per Pupil Revenue	10,389	10,701	11,012	11,324	11,636
SPED - Salaries	\$ 128,000	\$ 131,840	\$ 135,680	\$ 139,520	\$ 143,360
SPED - Payroll	\$ 28,666	\$ 29,526	\$ 30,386	\$ 31,246	\$ 32,106
Benefits (See Staffing Sheet for Details)					
SPED - Salaries & Benefits	\$ 156,666	\$ 161,366	\$ 166,066	\$ 170,766	\$ 175,466
Admin - Salaries	\$ 513,750	\$ 529,163	\$ 544,575	\$ 559,988	\$ 559,988
ADMIN- Payroll	\$ 122,392	\$ 126,064	\$ 129,736	\$ 133,408	\$ 133,408
Benefits (See Staffing Sheet for Details)					
Admin - Salaries & Benefits	\$ 636,142	\$ 655,227	\$ 674,311	\$ 693,395	\$ 693,395
Payroll Expenses	\$ 4,258,788	\$ 4,319,310	\$ 4,445,115	\$ 4,570,920	\$ 4,677,641
CONTRACTED SERVICES					
Dyad	\$ 231,800	\$ 238,754	\$ 238,754	\$ 245,708	\$ 245,708
Consultants	\$ 109,000	\$ 109,000	\$ 109,000	\$ 109,000	\$ 109,000
5th Quarter	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000
Summer School (summer 2023)					
Contracted Services (SPED, Speech, Nurses etc...)					
Authorizer FEES					
District / State administrative fees (authorizer)	\$ 224,131	\$ 224,131	\$ 224,131	\$ 224,131	\$ 224,131
District Services Fee (authorizer)-	\$ 413,900	\$ 413,900	\$ 413,900	\$ 413,900	\$ 413,900
	\$ 715,476	\$ 703,232	\$ 708,961	\$ 720,928	\$ 734,770

OPT IN Network Support					
Support	\$ 2,094,308	\$ 2,089,017	\$ 2,094,747	\$ 2,143,568	\$ 2,156,410

Teacher Professional Development \$ 12,030 \$ 12,030 \$ 10,748 \$ 12,030 \$ 12,030
 Instruction Based Technology Equipment - TEACHERS \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000
 15,000 \$ 15,000 Electronic Media/Curriculum Software & Supplies \$ 102,453 \$ 105,750
 \$ 105,750 \$ 99,928 \$ 99,928
 Testing & Assessment Materials - SPED \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000
 Central Support Supplies (Physics in a Box) \$ 40,000 \$ 40,000 \$ - \$ - Dyad equipment
 and materials/ Supplies \$ 9,740 \$ 10,000 \$ 10,000 \$ 9,500 \$ 9,500

Third Future Schools FY24/25 BUDGETS

	24-25 Budget	25-26 Budget	26-27 Budget	27-28 Budget	28-29 Budget

Grades	K-6	K-6	K-6	K-6	K-6
Average daily Attendance	94%	94%	94%	94%	94%
Physical Count	487	500	500	475	475
Funded Pupil Count	455	470	470	444	444
Per Pupil Revenue	\$ 8,592 \$	\$ 8,850 \$	\$ 9,107 \$	\$ 9,207 \$	\$ 9,307 \$
Per Pupil Mill/1882	1,797 \$	1,851 \$	1,905 \$	1,959 \$	2,013 \$
Per Pupil Revenue	10,389	10,701	11,012	11,324	11,636
Admin Supplies	\$ 5,000 \$	\$ 5,000 \$	\$ 5,000 \$	\$ 5,000 \$	\$ 5,000 \$
Instructional Supplies	34,090 \$	35,000 \$	35,000 \$	33,250 \$	33,250 \$
Instruction Teacher Supplies - Teacher Discretionary	7,305 \$	7,500 \$	7,500 \$	7,125 \$	7,125 \$
Student Incentive Supplies (Habits of Success)	10,000 \$	10,000 \$	10,000 \$	10,000 \$	10,000 \$
Principal Discretionary Supplies	4,870 \$	5,000 \$	5,000 \$	4,750 \$	4,750 \$
SPED Supplies & IIEP Legal	10,000	10,000	10,000	10,000	10,000
Supplies and Materials	\$ 225,488	\$ 270,280	\$ 268,998	\$ 221,583	\$ 221,583
Student travel	\$ 75,000 \$	\$ 75,000 \$	\$ 75,000 \$	\$ 75,000 \$	\$ 75,000 \$
Student field trips	9,740 \$	10,000 \$	10,000 \$	9,500 \$	9,500 \$
Admin Travel	1,500 \$	1,500 \$	1,500 \$	1,500 \$	1,500 \$
Legal Services	5,844 \$	6,000 \$	6,000 \$	5,700 \$	5,700 \$
Audit Services	7,000 \$	10,000 \$	10,000 \$	10,000 \$	10,000 \$
Banking	2,500 \$	2,500 \$	2,500 \$	2,500 \$	2,500 \$
Insurance	11,171 \$	11,171 \$	11,171 \$	11,171 \$	11,171 \$
WEB Site ALL Costs	1,500 \$	1,500 \$	1,500 \$	1,500 \$	1,500 \$
Background Checks	1,250 \$	1,250 \$	1,250 \$	1,250 \$	1,250 \$
Copiers/Printers	35,000	35,000	35,000	35,000	35,000
Professional Services	\$ 150,505	\$ 153,921	\$ 153,921	\$ 153,121	\$ 153,121
On Behalf PERA/TRS	\$ 104,427	\$ 104,427	\$ 104,427	\$ 104,427	\$ 104,427
HR Payroll	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000

Processing/Software Fees (Accounting)					
Other Operating Expenses	\$ 114,427	\$ 114,427	\$ 114,427	\$ 114,427	\$ 114,427

Third Future Schools FY24/25 BUDGETS SH SH SH SH SH

	24-25 Budget	25-26 Budget	26-27 Budget	27-28 Budget	28-29 Budget
Grades	K-6	K-6	K-6	K-6	K-6
Average daily Attendance	94%	94%	94%	94%	94%
Physical Count	487	500	500	475	475
Funded Pupil Count	455	470	470	444	444
Per Pupil Revenue	\$ 8,592	\$ 8,850	\$ 9,107	\$ 9,207	\$ 9,307
Per Pupil Mill/1882	1,797	1,851	1,905	1,959	2,013
Per Pupil Revenue	10,389	10,701	11,012	11,324	11,636
Total Expenses	\$ 6,843,515	\$ 6,946,955	\$ 7,077,208	\$ 7,203,619	\$ 7,323,182
Total Revenues	\$ 6,904,762	\$ 7,032,315	\$ 7,089,615	\$ 7,209,284	\$ 7,347,703
Net (Revenue - Expenses)	\$ 61,247	\$ 85,360	\$ 12,407	\$ 5,665	\$ 24,522
Beginning Balance (unaudited projected balance)	\$ 43,467	\$ 104,714	\$ 190,075	\$ 202,482	\$ 507,147
Ending Fund Balance (unaudited projected balance)	\$ 61,247	\$ 85,360	\$ 12,407	\$ 304,665	\$ 313,522
Unrestricted Fund Balance	\$ 104,714	\$ 190,075	\$ 202,482	\$ 507,147	\$ 820,668

A-10: Teacher Incentive Allotment (TIA) Provisions

1. When accessing the Strategic Compensation Operating System, the District may view the following Personal Identifiable Information (PII) for designated teachers at the School listed in this Agreement. The District shall share the information with the OP of the School listed in this Agreement within thirty (30) days of when the report is made available and upon request.
 - a. First Name
 - b. Last Name
 - c. TEA ID
 - d. Birthdate
 - e. Unique ID
 - f. Campus
 - g. Role ID
 - h. Designation
 - i. Designation validity dates
 - j. Teacher Incentive Allotment amount generated
 - k. Designation source
2. When accessing the Strategic Compensation Operating System, the District shall confirm the designated teacher information and confirm the allotment generated for the teachers at the School. The District shall work with the OP to confirm the information.
3. The District and the OP shall ensure that the TIA funds are expended in alignment with TEC §48.112.

A-11 Menu of Services

Midland ISD – Third Future Schools Houston & Lamar Partnership Menu of Services School Year 2024-25				
Service	Required (R), Optional (O)	Per Pupil Pricing <i>*Unless noted otherwise*</i>	Required Cost	Optional Cost
Special Education Diagnostic Services- Based on availability of evaluator.	O	In-house: \$500 per evaluation per evaluator. Contracted out: \$1,000 per evaluation per evaluator.		In-house: \$500 per evaluation per evaluator. Contracted out: \$1,000 per evaluation per evaluator.
Licensed Specialist in School Psychology (LSSP) Services-Based on availability of evaluator.	O	In-house: \$500 per evaluation per evaluator. Contracted out: \$1,800 per evaluation per evaluator.		In-house: \$500 per evaluation per evaluator. Contracted out: \$1,800 per evaluation per evaluator.
Technology (Additional not included on Contract Sections 10.14-Houston, 10.11-Lamar)	O	Actual Cost		Actual Cost
Maintenance (Additional not included in Contract Section 9.02.2)	O	Actual Cost		Actual Cost
Transportation- Bus Routes	O	\$312.52		\$312.52
Field trips	O	\$43 per hour		\$43 per hour
Custodial	R	Actual Cost	Actual Cost	
Print Shop	O	Actual cost		Actual cost
Postage	O	Actual cost		Actual cost
Copier contract	R	Actual cost of lease, maintenance fees, & overages (<i>Estimate \$3,200 per copier</i>)	Actual cost of lease, maintenance fees, & overages (<i>Estimate \$3,200 per copier</i>)	
Utilities	R	Actual cost of utilities (<i>Estimate \$120,000</i>)	Actual cost of utilities (<i>Estimate \$120,000</i>)	
Student Elementary DAEP Placements	R	\$13 per student per day	\$13 per student per day	
Health Care Provider at TFS Houston	R	50% of actual payroll costs	50% of actual payroll costs	
Health Care Provider at TFS Lamar	O	100% of actual payroll costs		100% of actual payroll costs
Unpaid balances for CNS Daily Meal Service	R	Actual cost of meals	Actual cost of meals	

Midland ISD – Third Future Schools Houston & Lamar
 Partnership Menu of Services
 School Year 2024-25



Service	Required (R), Optional (O)	Per Pupil Pricing <i>*Unless noted otherwise*</i>	Required Cost	Optional Cost
Contractor Criminal History Background Check	O	Actual cost of background check		Actual cost of background check
Software Programs/Licences	O	Actual Cost of software and Licenses		Actual Cost of software and Licenses



Sam Houston

December 17, 2024

**Request for Approval of Renewal of Senate Bill 1882
Partnership Third Future-Texas at Sam Houston
Collegiate Preparatory Elementary**





School Overview

Location	200 W Louisiana Ave	Grades Served	PK-6
Leadership	Michael Garza	Board Members	Board President - Conrad Coleman Secretary/Treasurer - Dorothy Reyes Director - Sarah Arrambide Director -Blake Roach Director - Martina Van Norden
First Charter Year	2020	Total Enrollment	481
Charter Term	2020 - 2025	Charter length	5 years
Recent actions	This will be the first renewal for this partner.	Current Performance Contract Term	2020-2021 thru 2024-2025; 5 years



Who are we?



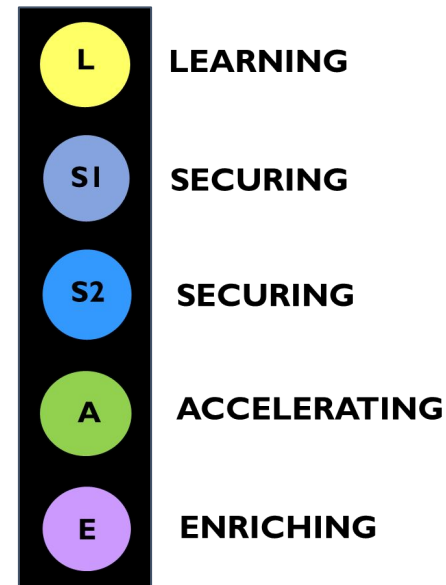
Student Experiences

- **Dyad model**
 - arts
 - creative pursuits
 - other learning experiences
- **Art of Thinking classes**
- **Unique staffing plan allows for extended opportunities for students**

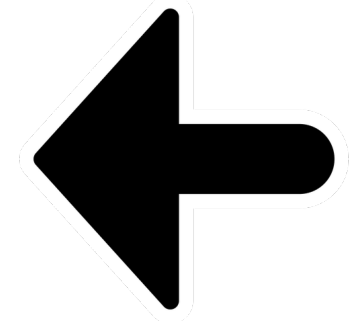
Instructional Design

- **LSAE - (Learning - Securing - Accelerating - Enriching) model is implemented with fidelity**
- **Sam Houston received a proficient or higher score on the LSAE learning rubric assessed in December 2022 and May 2023.**
- **LSAE model includes: learning coaches, team centers, Demonstration of Learning (DOL) record keeping, LSAE grades and extended LSAE**

Dyad - A dyad is something that consists of two parts. Within our program, grades are paired in a dyad: 3rd/4th grade, 5th/6th grade, 7th/8th grade. Students will work during each 2 year period to complete specific experiential requirements in order to maximize their learning potential.



LSAE Model





Current Academic Goals



Performance Goal 1					
	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Campus Rating	over 80	over 82	over 84	over 86	over 88
	(Not Rated)*	89%	(Pending Action)**	(Pending Action)**	Current Year

Performance Goal 2: Student Progress					
	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
School Progress Domain based on State Accountability Domain Rating	over 80	over 82	over 84	over 86	over 88
	(Not Rated)*	92%	(Pending Action)**	(Pending Action)**	Current Year

*Given the impact of COVID-19, all districts and schools received a label of Not Rated: Declared State of Disaster for their 2019-20 and 2020-21 accountability ratings

**Pending action due to current litigation involving a lawsuit from school districts against the Texas Education Agency



Current Academic Goals



Performance Goal 3: Closing the Gap					
	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Closing the Gap based on State Accountability Domain Rating	over 80	over 82	over 84	over 86	over 88
	(Not Rated)*	82%	(Pending Action)**	(Pending Action)**	Current Year

Performance Goal 4: K-3 Reading Progress					
	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Kinder - 3rd grade Reading Growth (DIBELS)	In the 2020-2021 school year, 75% of the students in grades K-3 will demonstrate typical or above typical growth in DIBELS at the end of the year.	In the 2021-2022 school year, 78% of the students in grades K-3 will demonstrate typical or above typical growth in DIBELS at the end of the year.	In the 2022-2023 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.	In the 2023-2024 school year, 83% of the students in grades K-3 will demonstrate typical or above typical growth in DIBELS at the end of the year.	In the 2024-2025 school year, 85% of the students in grades K-3 will demonstrate typical or above typical growth in DIBELS at the end of the year.
				83%	Current Year



Current Academic Goals



Performance Goal 5: Reading Growth					
	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Students will grow <u>XX</u> times the average U.S. growth in reading as measured by the NWEA MAP assessment and using RIT score for each grade, 2-5.	1.7	1.7	1.8	1.8	1.8
		1.53	1.26	.99	Current Year

Performance Goal 6: Math Growth					
	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Students will grow <u>XX</u> times the average U.S. growth in math as measured by the NWEA MAP assessment and using RIT score for each grade, 2-5.	1.7	1.7	1.8	1.8	1.8
		1.41	1.20	.99	Current Year



Current Academic Goals



Performance Goal 7: Science Growth					
	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Students will grow <u>XX</u> times the average U.S. growth in science as measured by the NWEA MAP assessment and using RIT score for each grade, 2-5.	1.7	1.7	1.8	1.8	1.8
		2.01	1.57	1.34	Current Year



New Academic Goals



Performance Goal 1			
	2025 - 2026	2026 - 2027	2027 - 2028
Campus Rating	B	B	B



New Academic Goals



Performance Goal 2: 3rd Reading - Meets			
	2025 - 2026	2026 - 2027	2027 - 2028
The percentage of 3rd grade students who score meets grade level performance or above on the reading language arts STAAR assessment.	61%	64%	68%

Performance Goal 3: 3rd Math - Meets			
	2025 - 2026	2026 - 2027	2027 - 2028
The percentage of 3rd grade students who score meets grade level performance or above on the math STAAR assessment.	45%	48%	50%



New Academic Goals



Performance Goal 4: 4th - 6th Growth - Reading			
	2025 - 2026	2026 - 2027	2027 - 2028
The percentage of 4th - 6th grade students who meet or exceed their reading language arts STAAR annual growth.	75%	76%	77%

Performance Goal 4: 4th - 6th Growth - Math			
	2025 - 2026	2026 - 2027	2027 - 2028
The percentage of 4th - 6th grade students who meet or exceed their reading math STAAR annual growth.	67%	69%	71%



Summary of Contract Renewal



Sam Houston has applied for renewal of its charter contract. Staff gathered data and information from annual reports and meetings as they relate to the Performance Goals and the charter contract. A thorough analysis of these materials has been conducted as well as contract negotiations to include:

- Sam Houston will increase their enrollment
- Term extension
- Updated Academic Performance Goals

Based on historical performance as it relates to Sam Houston’s charter contract, **we recommend renewal** for 3 additional years based on the following:

Academic Outcomes

- Sam Houston has strong academic performance which is demonstrated through their NWEA scores showing a years growth or more consistently in each area.
- Sam Houston is focusing their efforts on pushing students to the “masters” level of STAAR.
- Sam Houston has offered additional opportunities to students and families that may not be available at other campuses in the district.

Financial Health

- Sam Houston has met all financial obligations and goals. Sam Houston has a strong financial plan and is in good standing with the state and district.

MADE IN



B. Discussion of and Request for Approval of Budget Amendment #5
Presenter: Tucker Durham

300



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: December 17, 2024

Presented by: Tucker Durham, Chief Financial Officer

Subject: Discussion of and Request for Approval of Budget Amendment #5

Action Item

Financial Impact

District's expenditure estimate, by function, for the 2024-25 school year.

Board Goals/ Strategic Plan Goals

Goal 8, Initiative 2

Executive Summary

Annually, school boards are required to approve three funds. The general fund, the child nutrition fund, and the debt service fund, by function. Functions help categorize expenses to indicate the purpose of all transactions. The attached budget amendment contains cross-functional transfers that require board approval prior to moving funds in the budget since the board approves budgets based on the function at the fund level. These requests are from budget owners who have determined funds need to be moved from one budgeted account to another but are in two separate functions. This budget amendment is not revising any revenue accounts, but is only to address budget owner's needs to reallocate their budgeted dollars to another function.

Recommendation

The administration recommends the Board of Trustees approve Budget Amendment #5 as presented.

Contact Person

Jacqueline Aguirre, Budget Coordinator

Enclosure

December 2024 Budget Amendment

**MIDLAND INDEPENDENT SCHOOL DISTRICT
BUDGET AMENDMENT #5**

As of December 17, 2024

The Texas Education Agency requires that amendments to the adopted budget be reflected in the official minutes of the Board of Trustees during a given fiscal year. The following summary includes transfers and revisions to the initial budget.

	<u>Original Budget</u>	<u>Revised Budget - NOV 24</u>	<u>Budget Amendment #5</u>	<u>Revised Budget - DEC 24</u>
GENERAL FUND				
REVENUES				
5710 Ad Valorem Taxes	\$ 321,544,406	\$ 329,935,695	-	\$ 329,935,695
5700 Other Local Revenue	16,806,748	16,858,572	-	16,858,572
5800 State Revenue	18,905,031	24,283,810	-	24,283,810
5831 TRS On-Behalf	10,742,905	10,750,540	-	10,750,540
5900 Federal Revenue	1,219,276	1,219,276	-	1,219,276
Total Revenues	369,218,366	383,047,893	-	383,047,893
EXPENDITURES by FUNCTION				
11 - Instructional Services	182,106,459	182,777,382	(10,911)	182,766,471
12 - Instructional Resources and Media Services	3,471,082	3,475,082	-	3,475,082
13 - Staff Development	5,152,769	5,287,928	6,228	5,294,156
21 - Instructional Administration	7,879,559	7,400,571	(17,415)	7,383,156
23 - Campus Administration	16,844,981	16,863,889	3,000	16,866,889
31 - Guidance and Counseling	13,244,624	13,501,176	-	13,501,176
32 - Social Services	816,045	816,045	-	816,045
33 - Health Services	3,950,812	3,950,762	-	3,950,762
34 - Student (Pupil) Transportation	9,517,891	9,516,691	-	9,516,691
35 - Food Services	232,650	232,650	-	232,650
36 - Curricular / Extracurricular Activities	9,884,785	9,899,860	(1,047)	9,898,813
41 - General Administration	8,992,032	8,917,584	17,415	8,934,999
51 - Plant Maintenance and Operation	47,348,467	47,500,583	(214)	47,500,369
52 - Security and Monitoring Services	7,338,925	8,108,958	19,160	8,128,118
53 - Data Processing Services	7,902,408	7,227,187	(16,216)	7,210,971
61 - Community Services	1,657,344	1,661,740	-	1,661,740
71 - Debt Service (Capital Lease - Principal)	3,503,285	4,283,977	-	4,283,977
81 - Facilities acquisition and construction	-	472,999	-	472,999
91 - Contract Instructional Services (Ch. 49 Recap)	78,418,965	88,754,404	-	88,754,404
99 - Intergovernmental Charges	3,509,476	3,509,476	-	3,509,476
Total Expenditures	411,772,559	424,158,943	-	424,158,943
Transfer Out to Other Funds	-	-	-	-
Excess (Deficiency) of Revenues Over Expenditures	(42,554,193)	(41,111,050)	-	(41,111,050)
CHILD NUTRITION FUND				
REVENUES				
5700 Other Local Revenue	\$ 3,935,250	\$ 3,935,250	\$ -	\$ 3,935,250
5800 State Revenue	57,500	57,500	-	57,500
5900 Federal Revenue	13,285,000	13,285,000	-	13,285,000
Total Revenues	17,277,750	17,277,750	-	17,277,750
EXPENDITURES by FUNCTION				
35 - Food Services	17,277,750	23,377,750	-	23,377,750
Total Expenditures	17,277,750	23,377,750	-	23,377,750
Excess (Deficiency) of Revenues Over Expenditures	-	(6,100,000)	-	(6,100,000)
DEBT SERVICE FUND				
REVENUES				
5710 Ad Valorem Taxes	\$ 99,144,577	\$ 99,144,577	-	\$ 99,144,577
5700 Other Local Revenue	2,000,000	2,000,000	-	2,000,000
5800 State Revenue	520,485	520,485	-	520,485
Total Revenues	101,665,062	101,665,062	-	101,665,062
EXPENDITURES by FUNCTION				
71 - Debt Service (Principal, Interest & Bond Fees)	29,725,000	29,725,000	-	29,725,000
71 - Debt Service (Interest)	38,685,780	38,685,780	-	38,685,780
71 - Bond Issuance Cost and Fees	33,254,282	105,114,520	-	105,114,520
Total Expenditures	101,665,062	173,525,300	-	173,525,300
Other Sources/Uses (Net Effect of Bond Refunding)	-	-	-	-
Excess (Deficiency) of Revenues Over Expenditures	-	(71,860,238)	-	(71,860,238)

MIDLAND INDEPENDENT SCHOOL DISTRICT

BUDGET AMENDMENT #5

As of December 17, 2024

TRANSFERS

Budget amounts transferred across functions; they do not increase the total amount budgeted for the given fiscal year.

REVISIONS

Budget amounts in addition or reduction to the total amount approved in the initial budget. Revisions may increase/decrease the total amount budgeted for the given fiscal year and can reduce/increase fund balance.

	<u>Function</u>	<u>Amount</u>
GENERAL FUND		
TRANSFERS & REVISIONS		
Transfer Requests from Campuses and Departments & Expenditure Offset;	11	(10,911)
	13	6,228
	21	(17,415)
	23	3,000
	36	(1,047)
	41	17,415
	51	(214)
	52	19,160
	53	(16,216)
Net Effect of Transfers & Revisions		-
TOTAL NET CHANGE TO GENERAL FUND BUDGET		-

CHILD NUTRITION FUND

TRANSFERS/REVISIONS

Purchase of capital equipment for Child Nutrition Services	\$	-
Net Effect of Transfers/Revisions		-

TOTAL NET CHANGE TO CHILD NUTRITION FUND BUDGET **\$ -**

MADE IN



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BUDGET AMENDMENT #5

December 17, 2024

Overview

- Annually, school boards are required to approve the budget by function for the following funds
 - General Fund (199)
 - Child Nutrition (240)
 - Debt Service (599)
- If changes need to be made to move funds from one function to another, it requires board approval
- Functions within each fund categorizes the transaction based on the intended purpose
 - 11 - Instructional
 - 34 - Transportation
 - 91 - Recapture

SUMMARY

- Cross function transfers only
- Does not affect the overall budget but re-categorizes the funds for their intended purposes within different organizations budgets
- Utilization of fund balance for CNS and Debt Service

MIDLAND INDEPENDENT SCHOOL DISTRICT BUDGET AMENDMENT #5 As of December 11, 2024

The Texas Education Agency requires that amendments to the adopted budget be reflected in the official minutes of the Board of Trustees during a given fiscal year. The following summary includes transfers and revisions to the initial budget.

	Original Budget	Revised Budget - NOV 24	Budget Amendment #5	Revised Budget - DEC 24
GENERAL FUND				
REVENUES				
5710 Ad Valorem Taxes	\$ 321,544,406	\$ 329,935,695	-	\$ 329,935,695
5700 Other Local Revenue	16,806,748	16,858,572	-	16,858,572
5800 State Revenue	18,905,031	24,283,810	-	24,283,810
5831 TRS On-Behalf	10,742,905	10,750,540	-	10,750,540
5900 Federal Revenue	1,219,276	1,219,276	-	1,219,276
Total Revenues	369,219,366	383,047,893	-	383,047,893
EXPENDITURES by FUNCTION				
11 - Instructional Services	182,106,459	182,777,382	(10,911)	182,766,471
12 - Instructional Resources and Media Services	3,471,082	3,475,082	-	3,475,082
13 - Staff Development	5,152,769	5,287,928	6,228	5,294,156
21 - Instructional Administration	7,879,559	7,400,571	(17,415)	7,383,156
23 - Campus Administration	16,844,981	16,863,889	3,000	16,866,889
31 - Guidance and Counseling	13,244,824	13,501,176	-	13,501,176
32 - Social Services	816,045	816,045	-	816,045
33 - Health Services	3,950,812	3,950,762	-	3,950,762
34 - Student (Pupil) Transportation	9,517,891	9,516,691	-	9,516,691
35 - Food Services	232,650	232,650	-	232,650
36 - Curricular / Extracurricular Activities	9,884,785	9,899,860	(1,047)	9,898,813
41 - General Administration	8,992,032	8,917,584	17,415	8,934,999
51 - Plant Maintenance and Operation	47,348,467	47,500,583	(214)	47,500,369
52 - Security and Monitoring Services	7,338,925	8,108,958	19,160	8,128,118
53 - Data Processing Services	7,902,408	7,227,187	(16,216)	7,210,971
61 - Community Services	1,657,344	1,661,740	-	1,661,740
71 - Debt Service (Capital Lease - Principal)	3,503,285	4,283,977	-	4,283,977
81 - Facilities acquisition and construction	-	472,999	-	472,999
91 - Contract Instructional Services (Ch. 49 Recap)	78,418,965	88,754,404	-	88,754,404
99 - Intergovernmental Charges	3,509,476	3,509,476	-	3,509,476
Total Expenditures	411,772,559	424,158,943	-	424,158,943
Transfer Out to Other Funds	-	-	-	-
Excess (Deficiency) of Revenues Over Expenditures	(42,554,193)	(41,111,050)	-	(41,111,050)
CHILD NUTRITION FUND				
REVENUES				
5700 Other Local Revenue	\$ 3,935,250	\$ 3,935,250	\$ -	\$ 3,935,250
5800 State Revenue	57,500	57,500	-	57,500
5900 Federal Revenue	13,285,000	13,285,000	-	13,285,000
Total Revenues	17,277,750	17,277,750	-	17,277,750
EXPENDITURES by FUNCTION				
35 - Food Services	17,277,750	23,377,750	-	23,377,750
Total Expenditures	17,277,750	23,377,750	-	23,377,750
Excess (Deficiency) of Revenues Over Expenditures	-	(6,100,000)	-	(6,100,000)
DEBT SERVICE FUND				
REVENUES				
5710 Ad Valorem Taxes	\$ 89,144,577	\$ 89,144,577	-	\$ 89,144,577
5700 Other Local Revenue	2,000,000	2,000,000	-	2,000,000
5800 State Revenue	520,485	520,485	-	520,485
Total Revenues	101,665,062	101,665,062	-	101,665,062
EXPENDITURES by FUNCTION				
71 - Debt Service (Principal, Interest & Bond Fees)	29,725,000	29,725,000	-	29,725,000
71 - Debt Service (Interest)	38,685,780	38,685,780	-	38,685,780
71 - Bond Issuance Cost and Fees	33,254,282	105,114,520	-	105,114,520
Total Expenditures	101,665,062	173,525,300	-	173,525,300
Other Sources/Uses (Net Effect of Bond Refunding)	-	-	-	-
Excess (Deficiency) of Revenues Over Expenditures	-	(71,860,238)	-	(71,860,238)

RECOMMENDATION

The administration recommends the Board of Trustees approve Budget Amendment #5 as presented

C. Discussion of and Request for Approval of Amendment to Request for Proposal
(RFP) 23-321 On-Call Electrical Maintenance Services and Supplies
Presenter: Cortney Smith & Tucker Durham

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Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: December 17, 2024

Presented By: Cortney Smith, Chief of Facilities and Operations

Subject: Discussion of and Request for Approval of Amendment to Request for Proposal (RFP) 23-321 On-Call Electrical Maintenance Services and Supplies

Action Item

Executive Summary

Pursuant to 44.031 of the Texas Education Code (TEC), contracts or expenditures valued at \$50,000 or more in the aggregate for each 12-month period shall be competitively procured to provide the best value for the district.

This request for approval is critical due to the number of students affected. This is the main track facility for Midland High School and San Jacinto Junior High, and Midland High football uses it. Additionally, the district is scheduled to host four upcoming track meets for our student-athletes, where lighting will be required. Memorial Stadium is currently without lights on the west side of the stadium.

Board Goal/Strategic Plan Goals

Student Experience—Create learning environments that prepare students for meaningful opportunities post-graduation. Athletics plays a vital role in student success. We currently have 380 athletes participating in our track and soccer programs, and Midland High football comprises 300 athletes.

Financial Impact

Initial Estimated Expenditures \$500,000.00 yearly - Local Funds

Increase Estimated Expenditures \$500,000.00 yearly - Local Capital Projects Funds

Total Estimated Expenditures \$1 million - Local and Local Capital Projects Fund

The terms of the contracts will remain: One-year contract with two one-year options to extend with a 30-day cancellation notice.

Recommendation

Electrical contracted services work was estimated at \$500,000 for a 12-month period; therefore, the initial recommendation for the RFP was to award the following vendors on March 19, 2024, for an estimated aggregated expenditure of \$500,000.

Suppliers	
D&E Electric	Diamond Electric
Freedoms Computer Cabling and Electric Contractor	G-Force Electrical Services
LiveWire Midland Electric Company	308 The Bosworth Company, Ltd.



Midland Independent School District

BOARD OF TRUSTEES AGENDA

The district is recommending to amend the original amount by increasing to total estimated expenses to \$1 million to address the current needs located at Memorial Stadium.

This is due to a recent need to complete work already budgeted for in the Local Capital Projects fund. The work would address upgrading the six current transformers that are 65 years old and upgrading the lights to LED at Memorial Stadium. One transformer at Memorial has already failed, creating safety concerns, and the lighting on the west side of the stadium is currently not working. Memorial Stadium has been on the capital projects list since June 2023; however, it was lower on the priority list of projects to complete. With the recent concern of the failed transformer and the majority of other projects already completed, this has moved up to our main priority list to address.

Four projects remain on the priority list, including addressing Memorial Stadium. Below are the projects listed in priority order and their associated cost estimates.

- Memorial Stadium (transformers & LED lighting upgrade) - \$488,600
- Midland Legacy & Midland High Basketball Backboards - \$199,118
- Satellite Transportation Facility - est. \$850,000
- Legacy Ag Barn - est. \$1,500,000

Currently, the district has approximately \$2.5 million in available funds within the capital project fund balance. After Memorial Stadium and the basketball backboards are addressed at each high school facility, the district will have approximately \$1.8 million remaining in the capital projects fund to address the remaining projects. The district does not currently have official quotes for the satellite transportation or ag barn facilities but has included an estimate of what the work would cost. Based on official bids would depend on whether there are sufficient funds to move forward with completing the last two projects on the priority list.

The local capital projects fund is outside of the district's current general fund balance. As of the close of fiscal year 2024, the district has approximately 6.27 months of operating expenses available in fund balance, which includes recapture within the overall expenses and excluding the inventory and restricted categories within fund balance. When looking at the number of months the district has in fund balance, there are two calculations the district utilizes, one being including recapture and the other excluding recapture since recapture is based on tax collections. The district does not include inventory or restricted fund balance in these calculations as inventory is items the district currently has in stock and the restricted balance pertains to the 1882 partnerships, which the district does not have access to utilize.

TEA recommends districts have at least three months of operating expenses in the available fund balance to continue day-to-day operations, especially during the year when revenues are scarce. MISD's main cash inflows occur from December through February, and the largest cash outflow is in August, when the district's required annual recapture payment is due to TEA.

The Midland ISD Athletic Department is responsible for hosting several athletic events at Memorial Stadium beginning in December. The Midland High boys' and girls' soccer programs



Midland Independent School District

BOARD OF TRUSTEES AGENDA

have scrimmages in December that are being relocated to San Jacinto Junior High due to the lack of lights on the west side of the stadium.

The Midland ISD Athletic Department also hosts two high school track meets, and two junior high track meets at Memorial Stadium. The Tall City Relays (1000 competitors), scheduled for Friday, February 7, 2025, would be impacted by the lack of lights on the west side of the stadium. Midland ISD sub-varsity soccer games (100 athletes per game) will begin on February 14, 2025, at Memorial Stadium, where lighting will be required. This district schedule includes five home games through March 11, 2025. The athletic department is also hosting the District 2-6A track and field meet (800 competitors) on April 2-3, 2025, at Memorial Stadium. Without lights, we would not be able to host either of these track meets, and our student-athletes would be forced to travel out of town to separate meets at the expense of the district.

Options were considered to install only transformers, but after reviewing the costs, it was found that completing both the transformer installation and LED lighting retrofit simultaneously provides the best value to the district. This is because all materials can be ordered in bulk, and our contractor would only have to mobilize once.

Due to the cost of the work at Memorial Stadium (\$488,000), the district needs to increase the previously approved RFP ceiling to ensure we can utilize contracted electrical services with the vendors listed above for the remainder of the fiscal year. MISD recommends increasing the amount awarded between the vendors to ensure efficiencies regarding electrical work moving forward, specifically to address the needs located at Memorial Stadium. The district has currently expensed \$287,831.72 related to the RFP, which leaves a capacity of approximately \$212,168.28 for the remainder of the year for electrical needs.

Memorial Stadium will continue to be our track and field facility for all junior high and high school meets and San Jacinto's track and field practice facility once our new high schools are opened.

If the amount awarded is not increased, any electrical services required for the remainder of this year would require additional board approval to the current RFP or services could not be rendered unless the district rebid services. Below is a breakdown of the required procurement schedule when issuing an RFP/RFQ to the market, along with an example if we were to put a bid in the paper on December 12th (this example does not consider the holiday break for illustration reasons only). The following schedule is also in order to meet procurement law requirements but could be extended depending on the complexity of work and interested vendors.

- Issue notice of bid in the newspaper for two consecutive weeks
 - Issue first notice of bid in the newspaper on December 12th
 - Issue second notice of bid in the newspaper on December 19th
 - Open bid(s) on December 26th
 - Score bid(s) by January 9th
 - Board approval on January 21st 310
 - Issue letter to vendor(s) following approval of the Board



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Approving the amendment to the original RFP will allow the district to move forward with replacing the transformers that pose a safety concern and allowing the upgrade in lighting due to the current system being obsolete. With these upgrades, we will be able to continue hosting events at the facility for the spring semester without causing any disruption to our district or others planning to compete.

Contact Person

Cortney Smith, Chief of Facilities and Operations

D. Discussion of and Request for Approval to Hire the Chief of Human Capital
Presenter: Dr. Stephanie Howard

313



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: December 17, 2024

Presented by: Dr. Stephanie Howard, Superintendent

Subject: Discussion of and Request for Approval to Hire Chief of Human Capital

Action Item

Financial Impact

Budgeted Expenditure

Board Goals/ Strategic Plan Goals

Strategic Plan Goal # 1

Ensure staffing across all school sites with highly qualified teachers and leaders

Executive Summary

Personnel recommended for appointment and approved for separation by resignation or retirement.

Recommendation

Recommended Approval

Motion

Accept personnel recommendation as presented

Contact Person

Stephanie D. Howard, Ed.D.

Enclosure

Personnel recommended for appointment

E. Discussion of and Request for Approval to Hire Principal for Parker Elementary
Presenter: Roy Garcia

315



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: December 17, 2024

Presented by: Roy Garcia, Interim Chief of Human Capital

Subject: Discussion of and Request for Approval to Hire the Principal for Parker Elementary

Action Item

Financial Impact

Budgeted Expenditure

Board Goals/ Strategic Plan Goals

Grow & Develop Staff

Our retention and recruitment practices promote professional growth that yields and rewards high-impact staff, improving student outcomes.

Executive Summary

Hiring for school leadership positions is essential as effective leaders significantly influence educational institutions. They shape the vision, create a positive learning environment, and drive academic achievement. Through careful selection based on key leadership qualities, schools can find leaders who inspire, collaborate, and contribute to the overall success of students, teachers, and the school community.

Recommendation

Approval of personnel recommendations

Motion

Accept the recommendation as presented

Contact Person

Roy Garcia

Enclosure

Personnel recommendations for appointment

11. Information Items
A. Board Committee Monthly Report



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: December 17, 2024

Presented By: Board of Trustees

Subject: Board Committee Report

Information Item

Board Goal(s)

The Education Foundation is mindful of the Board Goals and strives to support the goals within the Foundation's programs to enhance academics and learning at all campuses.

Executive Summary

The Education Foundation has a 19-member board of directors made up of Midland community members.

Education Foundation Committee

On November 14, 2024, the Midland ISD Education Foundation Committee met. The following summarizes the agenda of the meeting:

- President's Report - Brian Stubbs
- Superintendent's Report - Roy Garcia and Araelia Betler for Dr. Howard
 - Kindergarten - Second Grade Literacy Update
- Director Report - Anita Gamertsfelder
 - Impact videos of Grants for Great Ideas
 - Thank you to Grants for Great Minds committee for application review
 - Winter Wishes will be December 2 & 3 at the Bush Center
 - Donations requested and received
- Grants Committee update
 - October Micro Grants presented
 - Grants for Great Minds - Higher Education scholarships approved for 29 employees
 - PIE Grant awards presented
- Vice President - Bhavika Bhakta
 - 2025 Slate of Officers presented
- Pickleball Tournament Fundraiser - Kristin Ditto
 - details and date presented



Midland Independent School District

BOARD OF TRUSTEES AGENDA

- Treasurer - Roy Geer
 - October Fincials presented
 - 2025 MEF budget presented

Trustee Board Members and Staff Present:

Roy Garcia, Araelia Betler

Contact Person

Anita Gamertsfelder

anita.gamertsfelder@midlandisd.net

The Midland Education Foundation exists to promote excellence in education by generating and distributing additional resources for the benefit of Midland ISD students and employees.



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: December 17, 2024

Presented By: Tucker Durham, Chief Financial Officer

Subject: Reportable Purchase Orders over \$100,000 - November 2024

Information Item

Financial Impact

Estimated amount (s); see the attachment.

Board Goal/Strategic Plan Goals

CH (Local)

Executive Summary

The Superintendent shall not be required to obtain Board approval for the following types of budgeted purchases, regardless of cost; however, purchases made pursuant to item 2 shall subsequently be reported to the Board at least quarterly:

1. A purchase made pursuant to a Board-approved interlocal contract, in accordance with law;
2. A purchase made through a cooperative purchasing program or state purchasing program that satisfies the District's obligation for competitive purchasing [see CH(LEGAL)]
3. A continuing or periodic purchase under a Board-approved bid or contract;
4. A purchase of produce or fuel.
5. A purchase of regulated utility services

Contact Person

Tucker Durham, Chief Financial Officer

Enclosure

Purchase Orders Over \$100k Report

Reportable Purchase Orders Over \$100,000 - November 2024

Purchase Order	Vendor	Description	Contract	Amount	Funding Source
2402500126	Sewell Ford	CNS Vehicle Replacements - (2) 2025 Ford Explorer Active RWD and (1) 2024 Ram ProMaster 2500 High Roof Cargo Van	Buyboard # 724-23	\$135,238.00	Federal Funds
9392500115	TRANE US Inc	Equipment, Parts, & Repairs - Energy Automation System, Central Plant System, and Aire Side System with Clean Up Conduit and VAX Box Connections - Coleman High School	Omnia Racine #3341	\$164,095.00	Local Funds
2402500122	Don Lee Farms	Commodity Processing of Beef - Fully Cooked Beef Steak Burger and Beef Sausage Pancake on a Stick - USDA Commodity Processing	WTFSC Interlocal SY 24-25	\$120,000.00	Federal Funds



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: December 17, 2024

Presented by: Roy Garcia, Interim Chief of Human Capital

Subject: Human Capital Monthly Report

Information Item

Financial Impact

N/A

Board Goal/Strategic Plan Goals

Grow & Develop Staff

Our retention and recruitment practices promote professional growth that yields and rewards high-impact staff, improving student outcomes.

Executive Summary

Monthly staffing reports offer valuable insights into employee turnover trends, which can indicate potential issues related to employee engagement or job satisfaction. As such, these reports are critical tools for managing a successful workforce.

Contact Person

Roy Garcia

Enclosure

Staffing Update, Personnel Appointments, Resignations, and Retirements

STAFFING UPDATE

December 2024

District Resignation/Retirement data as of November 30, 2024

*Resignation/retirement notices from non-certified, certified, professional contract staff members.

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
2021-22	57	17	18	6	11	27	8	13	17	7	261	63	505
2022-23	3	31	18	17	17	26	13	7	16	4	266	47	465
2023-24	3	5	18	10	8	30	19	10	6	12	234	31	386
2024-25	1	12	7	10	10								

SY23-24 YTD: 386

SY24-25 YTD: 40

Difference: 346

Top Separation Reasons:

- Family Obligations
- Other Education Employment

Special Note: The information contained in the table above is a snapshot of the data as of November 30, 2024. The data within the above table may change by a few each month due to various reasons (i.e., Family and Medical Leave, Temporary Disability Leave).

Vacancy and Hiring Data for November 2024

Teacher fill rate as of November 30, 2024: 98%

Bus Driver fill rate as of November 30, 2024: 97%

Upcoming Recruiting Events:

*Recruiting events will resume in January 2025



Board Administrator Appointments

11/01/2024 - 11/30/2024

11/21/2024

3:31 PM

Griselda.Flores

Name	Effective Date of Contract	Degree	College University	Experience	Assignment
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Board Administrator Resignations

Term Date: 11/01/2024 - 11/30/2024

11/21/2024

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Griselda.Flores

Name	Effective Date of Resignation	Degree	College University	Experience	Assignment	Reason
OSBORNE, ASHLEY	11/20/2024	MA	UNIV OF TEXAS PERMIAN BASIN	18	CHIEF/ASSOCIATE SUPERINTENDENT/ADMIN	OTHER EDUC EMPL

12. Possible Adjournment to closed session in accordance with Government Code Section 551.001 et. seq.

Section 551.071 - Consultation with the Board's attorney.

Section 551.074 - Personnel, to deliberate regarding the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee.

13. Action Arising from Closed Session

14. Adjourn

* Denotes an agenda item that correlates to the board goals.

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E. Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting.

The notice for this meeting was posted in compliance with the Texas Open Meetings Act on _____.