



# Agenda of Board Meeting June 16, 2025 The Board of Trustees Wichita Falls Independent School District

In Compliance with the Texas Government Code, Chapter 551, Subchapter C, the Board of Trustees of the Wichita Falls Independent School District will meet for a Board Meeting at 6:00 PM, on June 16, 2025, in the Board Room at the Education Center, 1104 Broad St, Wichita Falls, TX 76301.

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

<b>I. CALL TO ORDER AND OPENING STATEMENT</b>	
<b>II. INVOCATION</b>	
<b>III. PUBLIC COMMENT</b>	
<b>IV. SUPERINTENDENT REPORT</b>	
<b>V. CONSENT AGENDA</b>	
A. Employer Healthcare Contribution	3
B. Construction Method of Parking Lot Projects	5
C. Minutes from May Meetings	6
<b>VI. FINANCIAL SERVICES</b>	
A. Budget Amendments for June 2025	21
B. Adoption of the Budget for the 2025-2026 Fiscal Year for the General Fund, Food Service Fund, and Debt Service Fund	26
C. Purchase of Excess Workers Compensation Insurance	31
<b>VII. SCHOOL ADMINISTRATION</b>	
A. Savvas Autentico Levels 1-3 Renewal	34
B. Hirschi Middle School Turnaround Plan	37
<b>VIII. SPECIAL EDUCATION</b>	
A. Staffing Proposal for Speech Therapy Services	43
<b>IX. HUMAN RESOURCES</b>	
A. Applicant Pool	46
<b>X. BOARD MATTERS</b>	
A. Consider and Approve the Application for 1882 Benefits and the Contract with Third Future Schools on Hirschi Middle School Partnership	48
B. Closed Session:	
1. Personnel Matters Including the Appointment, Evaluation, Reassignment, Duties, Discipline, Dismissal and/or Compensation of Individual District Employees ( <i>Pursuant to Texas Government Code 551.074</i> )	
<b>XI. ADJOURNMENT</b>	

*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.*

---

For the Board of Trustees

**WICHITA FALLS ISD BOARD OF TRUSTEES**  
**June 16, 2025**

<b>Agenda Item:</b>	Employer Healthcare Contribution		
<b>Administrator Responsible:</b>	Leah Horton, Chief Financial Officer		
<b>Attachments:</b>	Attachment		
<input checked="" type="checkbox"/> Action Needed	<input type="checkbox"/> Future Action	<input type="checkbox"/> Presentation	<input type="checkbox"/> Report

**Administrative Recommendation:**

That the Wichita Falls Independent School District Board of Trustees consider paying \$535 per month, 100% of the Primary Plan employee only monthly healthcare contribution for each employee for the 2025-2026 fiscal year as submitted by Leah Horton, Chief Financial Officer, and as recommended by Dr. Donny Lee, Superintendent of Schools.

**Explanation:**

Currently, the Wichita Falls Independent School District pays \$492 per month as the employer healthcare contribution benefit to employees. The attached chart shows the premium cost for the 2024-2025 year compared to the upcoming 2025-2026 year. The employee only cost for TRS ActiveCare Primary Plan has increased \$43 to \$535 a month. If approved, Wichita Falls Independent School District would continue to pay 100% of the lowest employee only healthcare plan.

**Fiscal Note:**

District paid healthcare portion at \$535 per month for an estimated 1,365 employees equal to \$730,275 per month or \$8,763,300 annually.

## TRS Activecare Rate Changes from 24-25 Year to 25-26 Year

TRs Activecare Plans	Total Premium Before District Contribution				Change in Premium Yr - Yr	Emp. Cost Less \$535 Amt	Increase or Decrease to Employee
Primary Plan	2024-2025 Premium	# Enrolled	24-25 Total Cost	2025-2026 Premium	Increase or Decrease to Tier	Employee Net Cost	
Employee Only	\$492.00	678	\$333,576.00	\$535.00	\$43.00	\$0.00	
Employee & Spouse	\$1,329.00	9	\$11,961.00	\$1,445.00	\$116.00	\$910.00	increase
Employee & Child(ren)	\$837.00	198	\$165,726.00	\$910.00	\$73.00	\$375.00	increase
Employee & Family	\$1,673.00	6	\$10,038.00	\$1,819.00	\$146.00	\$1,284.00	increase
<b>Primary Totals</b>	<b>891</b>						
HD Plan	2024-2025 Premium	# Enrolled	24-25 Total Cost	2025-2026 Premium	Increase or Decrease to Tier	Employee Net Cost	
Employee Only	\$496.00	201	\$99,696.00	\$538.00	\$42.00	\$3.00	decrease
Employee & Spouse	\$1,340.00	7	\$9,380.00	\$1,453.00	\$113.00	\$918.00	increase
Employee & Child(ren)	\$844.00	51	\$43,044.00	\$915.00	\$71.00	\$380.00	increase
Employee & Family	\$1,687.00	9	\$15,183.00	\$1,830.00	\$143.00	\$1,295.00	increase
<b>HD Totals:</b>	<b>268</b>						
Primary+	2024-2025 Premium	# Enrolled	24-25 Total Cost	2025-2026 Premium	Increase or Decrease to Tier	Employee Cost	
Employee Only	\$577.00	144	\$83,088.00	\$628.00	\$51.00	\$93.00	increase
Employee & Spouse	\$1,501.00	6	\$9,006.00	\$1,633.00	\$132.00	\$1,098.00	increase
Employee & Child(ren)	\$981.00	51	\$50,031.00	\$1,068.00	\$87.00	\$533.00	increase
Employee & Family	\$1,905.00	0	\$0.00	\$2,073.00	\$168.00	\$1,538.00	increase
<b>Select Totals:</b>	<b>201</b>						
AC 2 (closed to new enrollees)	2024-2025 Premium	# Enrolled	24-25 Total Cost	2025-2026 Premium	Increase or Decrease to Tier	Employee Cost	
Employee Only	\$1,013.00	4	\$4,052.00	\$1,013.00	\$0.00	\$478.00	decrease
Employee & Spouse	\$0.00	0	\$0.00	\$2,402.00		\$0.00	N/A
Employee & Child(ren)	\$1,507.00	1	\$1,507.00	\$1,507.00	\$0.00	\$972.00	decrease
Employee & Family	\$0.00	0	\$0.00	\$2,841.00		\$0.00	N/A
<b>AC 2 Total:</b>		<b>5</b>					

**Total # Enroll on 6/1/2025**

**1365**

**Note: AC 2 is being phased out with no new enrollment in this plan. No increase in rates on this plan.**

**WICHITA FALLS ISD BOARD OF TRUSTEES**  
**June 16, 2025**

Agenda Item:	Construction Method for Parking Lot Projects		
Administrator Responsible:	Leah Horton, Chief Financial Officer		
Attachments:	No Attachments		
<input checked="" type="checkbox"/> Action Needed	<input type="checkbox"/> Future Action	<input type="checkbox"/> Information	<input type="checkbox"/> Report

**Administrative Recommendation:**

That the Wichita Falls Independent School District Board of Trustees review the construction method and designate the methodology to be utilized for the construction as related to the Parking Lot Projects as submitted by Leah Horton, Chief Financial Officer, and as recommended by Dr. Donny Lee, Superintendent of Schools.

**Explanation:**

Projects exceeding \$50,000 are considered "construction," and per Policy CV(Local), "Prior to advertising, the Board shall determine the project delivery/contract award method to be used for each construction contract valued at or above \$50,000."

Available options for construction methods include the following Board Policies:

- CVA – Competitive Bidding (Traditional Method)
- CVB – Competitive Sealed Proposals (Traditional Method)
- CVC – Construction Manager-Agent
- CVD – Construction Manager-at-Risk
- CVE – Design-Build
- CVF – Job Order Contracts

The Board may select the method solely at the Board’s discretion or may consider the district staff recommendation of the most advantageous method(s) expected to result in on-time and within budget results.

Recommendation for this Project: **Competitive Sealed Proposals (Traditional Method, Policy CVB)** is a procurement method by which a district requests proposals, ranks the offerors, negotiates as prescribed, and subsequently contracts with a general contractor for the construction, rehabilitation, alteration, or repair of a facility. In selecting a contractor through competitive sealed proposals, a district shall follow the procedures provided by Government Code 2269, Subchapter D. Gov't Code 2269.151.

The CSP is done as a two-step process in order to separately rank responding vendors based on qualifications and experience, without consideration of price. After the qualifications are evaluated and scored, the second step of proposed project pricing is unsealed, and Vendor pricing is calculated against the lowest bid and the price score added to the qualifications score for the final scoring total of all proposals.

Note: The subsequent CSP award recommendation will also be brought to the Board for review and vote.

**Fiscal Note:**

As per Policy CV-Legal, "If the *Board of Trustees* considers a construction contract, before advertising, must determine which method provides the best value for the District."

**WICHITA FALLS ISD BOARD OF TRUSTEES  
JUNE 16, 2025**

<b>Agenda Item:</b>	Minutes
<b>Administrator Responsible:</b>	Dr. Donny Lee, Superintendent of Schools
<b>Attachments:</b>	Minutes of Work Session, May 13, 2025 Minutes of Regular Meeting, May 19, 2025
<input checked="" type="checkbox"/> Action Needed	<input type="checkbox"/> Future Action <input type="checkbox"/> Presentation <input type="checkbox"/> Report

**Administrative Recommendation:**

That the Wichita Falls Independent School District Board of Trustees approves the proposed minutes of a work session on May 13, 2025 and a regular meeting on May 19, 2025 as submitted by Dr. Donny Lee, Superintendent of Schools.

**Explanation:**

The following are copies of the minutes referenced above. These minutes will become official upon approval by the Board.

**WICHITA FALLS INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES  
WFISD ADMINISTRATION BUILDING – BOARD ROOM  
WORK SESSION MEETING MAY 13, 2025**

***CALL TO ORDER AND OPENING STATEMENT:***

The Board of Trustees of the Wichita Falls Independent School District met in a work session meeting on the above date. The meeting was called to order at 12:00 p.m. by Mr. Mark Lukert, board president.

Board members present: Mr. Mark Lukert, Mr. Jim Johnson, Ms. Sandy Camp, Ms. Susan Grisel and Ms. Dianne Scroggins. Mr. Lukert noted that a quorum was present and the meeting had been duly called and notice of the meeting had been posted for the time and manner required by law.

Staff members present: Dr. Donny Lee, Superintendent of Schools, Ms. Denise Williams, Director of Human Resources, Ms. Leah Horton, Chief Financial Officer, Ms. Keli Sims, Administrative Assistant to the Director of HR, Ms. Vanessa Dishman, Executive Assistant to the Superintendent, Ms. Ashley Thomas, Communications Officer, Mr. Jeff Hill, Director of Elementary Curriculum, Mr. Jayme Carr, Director of Secondary Curriculum, Ms. Trish Potts, Internal Auditor, Ms. Marchuetta Matthews, Administrative Assistant to the Assistant Superintendent, Ms. Deb Dipprey, Executive Director of School Administration, Chief Anthony Smith, WFISD PD, Mr. Shannon Troester, Risk & Contract Manager, Ms. Lauren Zotz, Director of Purchasing, Mr. Scot Hafley Assistant Superintendent of Operations, Ms. Alefia Paris-Toulon, Executive Director of Special Programs, and Mr. Larry Menefee, Director of Student Services.

***INVOCATION:***

Ms. Diann Scroggins gave the invocation.

***PUBLIC COMMENT:***

None

***REPORTS AND SPECIAL DISCUSSION:***

**CULTURE COIN PRESENTATION**

Dr. Donny Lee, Superintendent of Schools, recognized Booker T. Washington music teacher, Emma Habert, for her heroic actions last month. On April 16, first year teacher Ms. Habert was assisting with dismissal outside of the school when she noticed a nearby vehicle reversing unexpectedly. She swiftly intervened to protect a 1st grade student from being hit by the car. Despite sustaining an impact to her hip/leg, she prioritized the safety of our students, ensuring each child was safely escorted to their vehicle.

***FINANCIAL SERVICES:***

**FINANCIAL REPORTS AS OF MARCH 31, 2025**

Mr. Jim Johnson, seconded by Ms. Diann Scroggins, motioned that the Wichita Falls Independent School District Board of Trustees approve the Financial Reports as of March 31, 2025 as submitted by Leah Horton, Chief Financial Officer, and as recommended by Dr. Donny Lee, Superintendent of Schools.

Carried unanimously by a vote of 5-0

**APRIL 2025 BUDGET AMENDMENTS**

Ms. Susan Grisel, seconded by Ms. Dianne Scroggins, motioned that the Wichita Falls Independent School District Board of Trustees approve the budget amendments to the April 2025 budgets as submitted by Leah Horton, Chief Financial Officer, and as recommended by Dr. Donny Lee, Superintendent of Schools.

Carried unanimously by a vote of 5-0

**PURCHASE OF WAREHOUSE COOLER**

Ms. Diann Scroggins, seconded by Ms. Susan Grisel, motioned that the Wichita Falls Independent School District Board of Trustees approve the purchase a replacement of the Warehouse Food Service Walk-in Cooler, as submitted by Leah Horton, Chief Financial Officer, and as recommended by Dr. Donny Lee, Superintendent of Schools.

Carried unanimously by a vote of 5-0

**PURCHASE OF FOOD SERVICE TILT SKILLETS**

Mr. Jim Johnson, seconded by Ms. Sandy Camp, motioned that the Wichita Falls Independent School District Board of Trustees approve the purchase a replacement Food Service Tilt Skillets, as submitted by Leah Horton, Chief Financial Officer, and as recommended by Dr. Donny Lee, Superintendent of Schools.

Carried unanimously by a vote of 5-0

**PROCUREMENT OF SPECIAL ED STAFFING**

Ms Leah Horton, Chief Financial Officer, presented information regarding RFP 2526-06-C-26 Special Education Staffing for needs related to Speech Language Pathologists and Diagnosticians, to multiple vendors on an as-needed basis, for the 2025-2026 School Year, as submitted by Leah Horton, Chief Financial Officer, and as recommended by Dr. Donny Lee, Superintendent of Schools. RFP 2526-06-C-26 was advertised twice in the Times Record News and issued on the District’s electronic bidding platform. Sixty-two (62) vendors viewed the bid and twenty-six (26) vendors submitted valid proposals for one or both of the service categories. Historically, the positions sought have been hard to fill and the District operates with vacant positions and a continued increase in Special Education student referrals and enrollment. Fulfilling staff shortages with this RFP assures the district complies with special education laws and legal requirements to provide the essential services. The RFP Evaluation Committee consists of Alefia Paris-Toulon, Executive Director of Special Programs, Kimberly Thorne, Associate Director of Special Programs, and Kendra Maroney, District Lead Speech Language Pathologist. The solicitation was facilitated by Lauren Zotz, Director of Purchasing. In the current 2024-2025 school year, SLP (and LSSP) services were obtained at an expense of \$1,275,276.08 (services to date). This is the expense-only portion and does not take into consideration the Medicaid reimbursement portion related to services provided to students.

**PROCUREMENT OF SECURITY MONITORING**

Ms. Leah Horton, Chief Financial Officer, requested that the Wichita Falls Independent School District Board of Trustees award Security Monitoring Services to Commercial & Industrial Electronics, Inc.(C&I) for three (3) years with the option to renew for two (2) additional one-year periods as recommended by Dr. Donny Lee, Superintendent of Schools. Security Monitoring Services for the district include the 24/7 monitoring of fire alarms, (fire alarm systems, sprinkler systems, status), security systems (burglar, opens/closing, panic), elevator status, water levels, and special critical conditions (such as Food Service cold storage monitoring). The recommendation is a result of RFP 2526-04-S-30 Security Monitoring Services, which was advertised twice in the Times Record News and issued on the district’s online bid solicitation platform. Seven (7) vendors received automatic invitations, three (3) received direct invitations, and one (1) vendor submitted a proposal. Commercial & Industrial Electronics earned the highest/only evaluation score. The evaluation committee includes Chris Fain, Director of Maintenance, Scott McLaughlin, Fire and Security Coordinator, and Kenneth Callahan, Maintenance Supervisor. C&I has successfully provided these services to WFISD since 2012. The solicitation was facilitated by Lauren Zotz, Director of Purchasing, and the award recommendation provided herein is verified to meet state procurement requirements.

Vendor	Corporate Address	Evaluation Score	Annual Spend
Commercial & Industrial Electronics, Inc	Wichita Falls, Texas	100	Not to Exceed \$21,000

This item will be placed on the consent agenda for the regular meeting on May 19, 2025

**PROCUREMENT OF PEST CONTROL SERVICES**

Ms. Leah Horton, Chief Financial Officer, requested that the Wichita Falls Independent School District Board of Trustees award district-wide pest control services to Art’s Home Pest Exterminators (“Art’s”) for three (3) years beginning July 1, 2025, through June 30, 2028, for the current base services amount of \$28,584.24, with two (2) optional one-year renewal periods as recommended by Dr. Donny Lee, Superintendent of Schools. Texas law requires school districts to implement and maintain an Integrated Pest Management (IPM) program and appoint a

certified IPM Coordinator; for WFISD, that certification is held by Chris Fain, Director of Maintenance. IPM is regulated by the Texas Department of Agriculture (TDA), and focuses on safe, preventive pest control using minimal-risk methods. Highly affected (food) areas like kitchens and teacher lounges are treated regularly, while other areas are addressed on an as-needed basis. RFP 2526-03-S-30 for Pest Control Services was advertised twice in the Times Record News and issued on the district’s bid solicitation online platform. One-hundred-nine (109) vendors received an invitation by commodity, ten (10) local vendors were manually invited, nine (9) vendors (local and non-local) viewed the opportunity, and two (2) vendors submitted proposals. The responding vendors are both TDA-licensed and meet or exceed district needs to maintain a successful IPM program. Lauren Zotz, Director of Purchasing, facilitated the solicitation. The evaluation team includes Chris Fain, Director of Maintenance, and Maintenance Supervisors Kenneth Callahan and Lawrence Mastalsz, each independently scoring the submissions. The scoring resulted in a recommendation of an award to Art’s Home Pest Exterminators. Furthermore, the award recommendation provided herein is verified to meet state and federal procurement requirements.

<i>Vendor</i>	<i>Headquarters</i>	<i>RFP Score</i>
ABC Pest Control	Tyler, Texas	62.70
Art’s Home Pest Exterminators	Wichita Falls, Texas	95.00

This item will be placed on the consent agenda for the regular meeting on May 19, 2025

**PURCHASE OF CAPTURING KIDS HEARTS**

Ms. Leah Horton, Chief Financial Officer, requested that the Wichita Falls Independent School District Board of Trustees purchase the professional development package Capturing Kids’ Hearts (The Flippen Group) in the amount of \$153,400.00, as recommended by Dr. Donny Lee, Superintendent of Schools. Capturing Kids Hearts (CKH) has been an integral component of district initiatives since the 2015-2016 school year. CKH supports several components of our current 5-part Strategic Plan, including Part 1 – “We will maximize human potential through a culture of high expectations”; Part 3 – “We will build a collaborative culture to foster ownership and increase engagement”; and Part 4 – “We will develop systems to identify and meet the physical, emotional, and social needs of students.” CKH strategies emphasize the importance of relationships and their effect of increasing academic achievement by building a strong classroom culture and serving the whole child to meet the social and emotional needs of our students.

- Booker T. Washington Elementary\*
- Burgess Elementary\*
- Crockett Elementary\*
- Cunningham Elementary School\*
- Fain Elementary School\*
- Fowler Elementary School\*
- Franklin Elementary\*
- Jefferson Elementary\*
- Milam Elementary School\*
- Scotland Park Elementary
- Sheppard Elementary School\*
- Southern Hills Elementary School\*
- West Foundation Elementary School\*
- Zundy Elementary School\*
- McNiel Middle School

\*Denotes 2024-2025 National Showcase Campuses

This recommendation is a result of RFP 2425-06-C-25 Professional Development or Training, which was advertised twice in the Times Record News and issued on the district’s online bid solicitation platform. One hundred-six (106) vendors received commodity invitations, one (1) received direct invitations, and thirty-one (31) vendors submitted a proposal. The solicitation and subsequent quote process were facilitated by Lauren Zotz, Director of Purchasing, and the award recommendation provided herein is verified to meet state and federal procurement requirements, and that the recommended vendor is not debarred by the U. S. Office of the Inspector General.

This item will be placed on the consent agenda for the regular meeting on May 19, 2025

**PURCHASE OF LOWMAN EDUCATIONAL MODULES**

Ms. Diann Scroggins, seconded by Ms. Susan Grisel, motioned that the Wichita Falls Independent School District Board of Trustees approve the purchase of Lowman Education Modules for educational support at all campuses for the 2025-2026 school year in the amount of \$197,200.00 as submitted by Leah Horton, Chief Financial Officer and

as recommended by Dr. Donny Lee, Superintendent of Schools. Lowman Education modules are designed to support student learning by providing targeted, supplemental study resources that reinforce core academic concepts. These modules offer structured, easy-to-follow content that helps students build confidence, close learning gaps, and master skills at their own pace. By integrating these tools alongside classroom instruction, educators can better meet individual student needs and enhance overall academic achievement. This purchase will be made utilizing Allied States #24-7491, which was advertised twice in the El Paso Times. The Lowman Education module pricing is verified by Allied States to be compliant with the vendor award. This expenditure is confirmed to meet all procurement requirements for this purchase.

Carried unanimously by a vote of 5-0

### **PURCHASE OF STADIUM LIGHTS**

Ms. Susan Grisel, seconded by Mr. Jim Johnson, motioned that the Wichita Falls Independent School District Board of Trustees approve the purchase of stadium lights for Memorial Stadium from Musco Sports Lighting, LLC, in the amount of \$321,000.00, as submitted by Leah Horton, Chief Financial Officer, and as recommended by Dr. Donny Lee, Superintendent of Schools. Musco Sports Lighting, LLC (Musco), is a large-area lighting systems company headquartered in Oskaloosa, Iowa. Of the four (4) vendors contacted, Musco offered the cost-saving option of retrofitting replacement lights instead of full replacement of lights and poles at Memorial Stadium. Musco standard warranty program covers materials and labor for ten years. The products outlined herein includes updated lighting for better visibility as well as upgraded functions to offer improved entertainment features, theatrical effects, light show programming, remote on/off, and onsite dimming (high/medium/low/blackout), which will benefit spectator experience at district events, area playoff events, and other events held at the stadium. In addition to the improved functionality, the change to LED lighting will significantly reduce the stadium overhead lighting cost per event by an estimated 50%. The Musco quote is verified to be compliant with Buyboard contract# 677-22, which was advertised by Buyboard twice in (11) newspapers. This expenditure is confirmed to meet all procurement requirements for this purchase.

Carried unanimously by a vote of 5-0

### **CONSTRUCTION METHOD FOR BARWISE SPED PROJECT**

Ms. Diann Scroggins, seconded by Ms. Sandy Camp, motioned that the Wichita Falls Independent School District Board of Trustees review the construction methods and designate the Design Build (CVE) methodology to be utilized for the Special Education project at Barwise providing for the LEAP Program requirements, as submitted by Leah Horton, Chief Financial Officer, and as recommended by Dr. Donny Lee, Superintendent of Schools.

Carried unanimously by a vote of 5-0

### ***DISTRICT OPERATIONS***

#### **POLICY FDA AND FNCE (LOCAL)-1<sup>ST</sup> READING**

Mr. Scot Hafley, Assistant Superintendent of Operations, read proposed changes/additions to/of Board Policy FDA (Local) and FNCE (Local) as recommended by Dr. Donny Lee, Superintendent of Schools. Policy FDA (Local) covers inter-district transfers for students living outside of the WFISD attendance zone. Previously all intra and inter district transfers were located in FDB (Regulation). In January of 2024 the WFISD Board of Trustees moved all intra-district transfer policy to FDB (Local). This is the first reading of FDA (Local) and will move all inter-district transfer policies and procedures out of FDB (Regulation) Policy FNCE needs to be updated to remove the language requiring students to pay a fee to have their electronic devices returned. This will move our local policy in alignment with the student handbook. As of 4-25-25 WFISD enrolls 280 "out of district" students equating to \$1,724,800 in basic funding

#### **TEXAS DEPARTMENT OF AGRICULTURE EXCESS NET CASH RESOURCE PLAN**

Mr. Scot Hafley, Assistant Superintendent of Operations, requested that the Wichita Falls Independent School District Board of Trustees approve the Texas Department of Agriculture (TDA) approved Excess Net Cash Resource Plan (2023-2024) as submitted by Scot Hafley, Assistant Superintendent, and as recommended by Dr. Donny Lee, Superintendent of Schools. A plan to reduce excess Child Nutrition net cash resources (as required by TDA) was developed by members of WFISD's Maintenance, Finance, Purchasing and Food Service departments. The plan was approved by TDA on April 16, 2025 in full, and must now be reviewed and approved by the Board. All eventual purchases of \$100,000 or more will be brought to the Board for approval. All Capital Expenditures (unit pricing) over \$10,000 will be further approved by TDA prior to purchase. Many items listed on the already approved 2023-2024 Excess Fund Plan were combined from the 2022-2023 Plan in order to work from a single plan. The new items in the 2023-2024 plan include upgraded district-wide freezer alarms, upgraded Hirschi Serving

Lines, and two new Food Service delivery vans. The completion date for the original Plan 2 listed items is August 31, 2025, and the completion date for the new/additional items is March 28, 2026. The excess cash resources are determined by subtracting the three-month average expenditures from the Net Cash resources. These funds are strictly tied to improvements in food service and food quality for WFISD students. The Food Service fund balance is separate from the WFISD fund balance and budget.

This item will be placed on the consent agenda for the regular meeting on May 19, 2025

***HUMAN RESOURCES:***

**PERSONNEL REPORT**

Ms. Denise Williams, Director of Human Resources, reported to the Wichita Falls Independent School District Board of Trustees a review of employee resignations/retirements that have been submitted since the last Work Session board meeting. The resignations/retirements have been accepted by Dr. Donny Lee, Superintendent of Schools, in accordance with the requirements of Policy DFE (LOCAL).

**TEACHER APPLICANT POOL**

Mr. Jim Johnson, seconded by Ms. Diann Scroggins, moved that the Wichita Falls Independent School District Board of Trustees approve the proposed teacher applicant pool and addendum.

Carried unanimously by a vote of 5-0

***BOARD MATTERS:***

**BOARD MINUTES:**

Minutes of a work session on April 8, 2025, public hearing on April 14, 2025 and regular meeting on April 14, 2025.

These items will be placed on the consent agenda for the regular meeting on May 19, 2025

**DISTRICT EVENTS:**

Ms. Ashley Thomas, Communications Officer, informed the Board of Trustees on the events happening around the district; 24/25 Teachers of the Year are Jamie Cove, elementary and Logan Parrish, secondary, 2025 Graduating Class Top Graduates are Legacy: Maegan Roberson, Valedictorian and Anh Tran, Salutatorian, Memorial: Jun Park, Valedictorian, Emma West, Salutatorian; Teacher Appreciation Week was celebrated across the district last week and 5 teachers were given \$500 grants, nominated by the community, CEC held first Signing Day, PIE Recognition Banquet, Tina Bearden was the May Teacher Spotlight winner, Sam's Spotlight Award went to Freddie Pena at Fowler Elementary, Elementary Senior Walks will be held up to May 21<sup>st</sup>, Scholarship Reception is tonight, May 13<sup>th</sup> at 6:30pm, McNeil Middle School Closing Ceremony, May 14th at 2:45pm, Retirement Breakfast is Thursday May 15<sup>th</sup> at 7:30 am, Scholarship Reception at Region IV is May 15<sup>th</sup> at 4:00pm, Scholars Reception at the CEC, Teacher planning/Student holiday, May 19<sup>th</sup>, Legacy Graduation rehearsal, May 20, Last Day of School/early release, May 21<sup>st</sup>, Memorial Graduation Rehearsal, May 21<sup>st</sup> Teacher Planning Day May 22<sup>nd</sup> and Legacy Graduation is Thursday, May 22<sup>nd</sup> and Memorial Graduation is Friday, May 23 at 8:00.

**RECESS:**

Mr. Mark Lukert, board president, recessed the work session to go into closed session at 12:43 pm.

**CLOSED SESSION:**

1. Personnel Matters Including the Appointment, Evaluation, Reassignment, Duties, Discipline, Dismissal and/or Compensation of Individual District Employees (Pursuant to Texas Government Code 551.074)
2. Discussions Regarding Student Intra-District Petitions Under Board Policy FDB (Pursuant to Texas Government Code 551.0821)

**OPEN SESSION:**

Mr. Mark Lukert, board president, called the meeting back into open session at 1:08 pm.

**ACTION CONCERNING STUDENT INTRA-DISTRICT TRANSFER PETITIONS**

Ms. Diann Scroggins, seconded by Mr. Jim Johnson, motioned that the Wichita Falls Independent School District Board of Trustees grant Emmalee Chavez an intra-district transfer as requested and as recommended by Dr. Donny Lee, Superintendent of Schools.

Carried unanimously by a vote of 5-0

Mr. Jim Johnson, seconded by Ms. Diann Scroggins motioned that the Wichita Falls Independent School District Board of Trustees deny Noah Lawrence an intra-district transfer as requested and as recommended by Dr. Donny Lee, Superintendent of Schools.

Carried unanimously by a vote of 5-0

**ADJOURNED:**

Mr. Mark Lukert, board president, adjourned the meeting at 1:09 pm.

\_\_\_\_\_  
President, Board of Trustees

\_\_\_\_\_  
Secretary, Board of Trustees

**WICHITA FALLS INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES  
WFISD ADMINISTRATION BUILDING – ROOM 302  
REGULAR SESSION MEETING MAY 19, 2025**

***CALL TO ORDER AND OPENING STATEMENT:***

The Board of Trustees of the Wichita Falls Independent School District met in a work session meeting on the above date. The meeting was called to order at 6:00 p.m. by Mr. Mark Lukert, board president.

Board members present: Mr. Mark Lukert, Mr. Jim Johnson, Ms. Susan Grisel, Ms. Katherine McGregor, and Ms. Diann Scroggins. Mr. Lukert noted that a quorum was present and the meeting had been duly called and notice of the meeting had been posted for the time and manner required by law.

Staff members present: Dr. Donny Lee, Superintendent of Schools, Ms. Deb Dipprey, Executive Director of School Administration, Ms. Leah Horton, Chief Financial Officer, Mr. Scot Hafley, Executive Director of Operations, Ms. Denise Williams, Director of Human Resources, Ms. Vanessa Dishman, Executive Assistant to the Superintendent, Ms. Keli Sims, Administrative Assistant- HR, Mr. Grant Freeman, Director of Athletics, Ms. Ashley Thomas, Communications Officer, Ms. Alefia Paris-Toulon, Executive Director of Special Programs, Ms. Jennifer Spurgers, CEC Principal, Ms. Kelly Strenski, Director of Fine Arts, Ms. Jennifer Parker, Teacher, Ms. Ayrian Norman, Teacher, Mr. Dwight Hamm, Teacher, Mr. Kevin Nguyen, Teacher, Ms. Gretchen Neilson, Mr. Loy Studer, Teacher, Ms. Sarah Cook, Teacher, Ms. Carissa Long, Teacher, Ms. Melanie Coons, Teacher, Mr. Harold Randolph, Mr. Michael Walta, Teacher, Mr. Andrew Checki, Teacher, Ms. Vicki Harding, Teacher, Mr. Chris Mayfield, Teacher, Ms. Carol Rose, Teacher, Mr. Robert Woodard, Teacher, Mr. Dustin Holley, Teacher, Ms. Kylee Miller, Teacher, Mr. Robby Wood, Teacher, Mr. Billy Davison, Teacher, Ms. June Davison, Aide, Mr. Zach Davis, Teacher, Mr. Trey Law, Teacher, Mr. Cleveland Wallerich, Teacher, Ms. Sarah Peterson, Teacher, Mr. Jeremy Crouch, Teacher, Ms. Samantha Moorhead, Teacher and Mr. Carl Weirsema, Teacher.

Also present: Student parents, Mr. Robert Richards, bus driver and media.

***PRESENTATION OF COLORS:***

Legacy JROTC presented the colors.

***INVOCATION:***

Ms. Diann Scroggins gave the invocation.

***PRESENTATIONS:***

**Lewis and Marie Ryan Scholarship Recipients**

Wichita Falls Independent School District Board of Trustees recognizes the **Lewis and Marie Ryan Scholarship Recipients** as submitted and recommended by Dr. Donny Lee, Superintendent. To be eligible for the scholarships, students must rank in the upper ten percent scholarship-wise in mathematics and/or science and be a student who, without such assistance, might be unable to obtain the advantage of a college education or to continue their education at a college or university of such student's choice.

**Legacy High School Recipients**

Betsy Beeson - attending University of Texas @ Austin  
Noah Doley - attending Texas A & M University  
Kabree Powell - attending Oklahoma State University  
Maegan Roberson - attending Texas A & M University  
Anh Tran - attending Rice University  
Ella Watson - attending Midwestern State University

**Memorial High School Recipients**

Georgia Bindel - attending Baylor University  
Joanna Chen - attending University of Texas @ Austin  
Jun Park - attending Stanford University  
Florances Qiu - attending University of Texas @ Austin  
Mason Schreiber - attending Texas A & M University  
Emma West - attending Oklahoma State University

**CEC ProStart State Winner**

Wichita Falls Independent School District Board of Trustees recognizes the Career Education Center ProStart Champion as submitted and recommended by Dr. Donny Lee, Superintendent. Each year, high school students and their instructors from various ProStart programs across Texas gather to compete in the prestigious Texas ProStart Invitational at the Waco Convention Center. This event showcases the skills of culinary teams, management teams, and individual participants, making it one of the largest high school hospitality competitions in the nation. Texas is home to 13% of all ProStart high schools in the nation

**Competition Winner for Amuse-Bouche (Small Bite)**

Arowen Rasmussen

*Teacher: Gretchen Nielsen*

## 2025 TSSEC Qualifiers-Legacy High School

Wichita Falls Independent School District Board of Trustees recognizes the **Texas State Solo and Ensemble Competition (TSSEC) State Music Qualifiers from Legacy High School** as submitted and recommended by Dr. Donny Lee, Superintendent.

### Choir

Cadence Bailey  
Senon Cabrera  
Zachary Cartwright  
Amaya Clark  
Adam Cook  
Ellie Daniels  
Ruby Dean  
Ethan Earley  
Caura Flinn  
Ava Fukasawa  
James Hasson  
Amanda Igbokwe  
Jillian Logsdon  
Erik Ranjel  
Dajuan Rankin  
Ava Thompson

*Directors: Sarah Cook and Carissa Long*

### Band

Kiera Dassinger (2x)  
Cheyenne Garcia  
David Glover  
Caelan Gore  
David Hasson (2X)  
Gavin Jones  
Jacob Lawrence  
Talon Oliver  
Lian Ortiz  
Brayden Schmidt  
Kaleb Seager (2x)  
Dayton Shoemaker  
Carter Spurgers (3X)  
Mason Winter  
Ava Yoder (2X)

*Directors: Loy Studer, Ben Cooper, Lindsay Harris and Harold Randolph*

### Orchestra

Senon Cabrera (2X)  
*Director: Loy Studer*

## 2025 TSSEC Qualifiers-Memorial High School

Wichita Falls Independent School District Board of Trustees recognizes the **Texas State Solo and Ensemble Competition (TSSEC) State Music Qualifiers from Memorial High School** as submitted and recommended by Dr. Donny Lee, Superintendent.

### Choir

Madeline Acosta  
Brianna Baldivia  
Alyssa Biffle  
Evan Blanco  
Allison Calvert  
Alondra Castilla  
Grace Cuellar  
La'Johnique Douglas  
Nyya Douglas  
Nevaeh Forbins  
Bailey Garcia  
Arin Hill  
Harper Huckleby  
Brayden Jennings  
Neomi Nunez  
Valerie Ojeda  
Audryanna Perkins  
Ryleigh Putney  
Makayla Rose-Adame  
Liam Rose

*Directors: Melanie Coons and Ayrian Norman*

### Band

Addison Altherr  
Grady Belcher  
Rebecca Black  
London Boyd  
Chloe Callarman  
Nicholas Curry  
Brendon Foster  
Kylie Goins  
Ruby Guerrero  
Kevin Hernandez  
Dat Ho  
Alenna Hoang  
Alyssa Hoang  
Claire Keating  
Mason Macias  
Hannah Martin  
Mia Mayfield  
Lorelei Mitchell  
Bright Nolte  
Erik Oviedo  
Ethan Pak  
Matthew Rodriguez

Emma Schreiber  
Tyler Swafford  
Addison Williams  
*Directors: Michael Walta, Thomas Borgman and Andrew Checki*

### Guitar

Ethan Li  
Hayden Nguyen  
*Director: Dwight Hamm*

### Orchestra

Chloe Bullard  
Ayden Lewis  
Kaylee Nguyen  
Jimin Park  
Jinoo Park  
Jun Park  
*Director: Kevin Nguyen*

### Piano

Evan Liang

## 2025 Texas Music Scholars-Legacy

Wichita Falls Independent School District Board of Trustees recognizes the **Texas Music Scholars** as submitted and recommended by Dr. Donny Lee, Superintendent.

The Texas Music Scholars award is given by TMEA with the following requirements:

- Is a viable member of the school’s parent musical organization for the entire school year.
- Maintains in all cumulative coursework an overall “A” average as defined by the local school district for the current school year.
- Maintains academic eligibility for the entire school year.
- Participates in all scheduled events of the parent organization.
- Attends, as an audience member, two director-approved concert events of high school, collegiate or professional level during a school year.
- Has auditioned, been selected, and participated as required in a TMEA or ATSSB organization (band, orchestra, or choir).
- Performs a UIL Prescribed Music List Class 1 solo for a competition or public performance.
- Consistently exhibits behavior, which brings honor to the parent organization, school and community.

**Choir**

Cadence Bailey  
 Ellie Daniels  
 Ethan Earley  
 Ava Fukasawa  
 James Hasson  
 Dajuan Rankin  
 Directors: Sarah Cook and Carissa Long

Carter Spurgers  
 Ava Yoder  
*Directors: Loy Studer, Ben Cooper, Lindsay Harris  
 and Harold Randolph*

**Orchestra**

Rachel Anderson  
 Senon Cabrera  
 Ben Harris  
 Lian Ortiz  
 Adrian Quast  
 Ahn Tran  
*Director: Loy Studer*

**Band**

Kiera Dassinger  
 David Hasson  
 Jacob Lawrence

**2025 Texas Music Scholars-Memorial**

Wichita Falls Independent School District Board of Trustees recognizes the **Texas Music Scholars** as submitted and recommended by Dr. Donny Lee, Superintendent.

The Texas Music Scholars award is given by TMEA with the following requirements:

- Is a viable member of the school’s parent musical organization for the entire school year.
- Maintains in all cumulative coursework an overall “A” average as defined by the local school district for the current school year.
- Maintains academic eligibility for the entire school year.
- Participates in all scheduled events of the parent organization.
- Attends, as an audience member, two director-approved concert events of high school, collegiate or professional level during a school year.
- Has auditioned, been selected, and participated as required in a TMEA or ATSSB organization (band, orchestra, or choir).
- Performs a UIL Prescribed Music List Class 1 solo for a competition or public performance.
- Consistently exhibits behavior, which brings honor to the parent organization, school and community.

**Choir**

Allison Calvert  
 Grace Cuellar  
 Liam Rose  
*Directors: Melanie Coons and Ayrian Norman*

*Directors: Michael Walta, Thomas Borgman, Andrew  
 Checki*

**Orchestra**

Chloe Bullard  
 Ayden Lewis  
 Evan Liang  
 Kaylee Nguyen  
 Jimin Park  
 Jinoo Park  
 Jun Park  
*Director: Kevin Nguyen*

**Band**

Grady Belcher  
 Rebecca Black  
 Dat Ho  
 Alenna Hoang  
 Alyssa Hoang  
 Claire Keating  
 Mia Mayfield  
 Jayden Perry

**Piano**

Evan Liang

## **2025 State VASE Qualifiers**

Wichita Falls Independent School District Board of Trustees recognizes the **State VASE Qualifiers** as submitted and recommended by Dr. Donny Lee, Superintendent.

The mission of the TAEA Visual Arts Scholastic Event is to recognize exemplary student achievement in the Visual Arts by providing art students and programs a standard of excellence in which to achieve. For VASE competition, students begin by entering their artwork into one of 20 region contests statewide. At this level, jurors look for originality of concept, technical expertise, understanding of the Texas Essential Knowledge and Skills (TEKS) for visual art, and the interpretation of the student's stated intent.

### **Legacy High School**

Genesis Cortez  
Moriah Kraft  
Abbie Preston  
*Teacher: Vickie Harding*

### **Memorial High School**

Madison Bodine  
Leila Dillard  
Hiromi Flores  
Hunter Sparks  
*Teacher: Chris Mayfield*

Jose Villanueva  
*Teacher: Carlye Bindel*

## **2025 Purchase Art Awards**

Wichita Falls Independent School District Board of Trustees recognizes the **WFISD Art Purchase Awards** as submitted and recommended by Dr. Donny Lee, Superintendent. Student Purchase Art Awards are presented by the district to talented high school student artists. Their artwork can be seen in the hallways and in the Boardroom of the Education Center. Each student will receive a cash award of \$100 from the Perkins-Prothro Foundation. The students are:

### **Legacy High School:**

Genesis Cortez  
Dayanis Mungia Aguilera  
*Teacher: Vickie Harding*

Lian Ortiz  
*Teacher: Carol Rose*

### **Memorial High School:**

Leila Dillard  
Loc Nguyen  
Hunter Sparks  
*Teacher: Chris Mayfield*

## **2025 Girls Soccer Awards-Legacy**

Wichita Falls Independent School District Board of Trustees recognizes the **Legacy High School Girls Soccer** players for receiving All-State Honors as submitted and recommended by Dr. Donny Lee, Superintendent. Legacy High School had 4 seniors who received Academic All-State honors from the Texas Association of Soccer Coaches. TASCO Academic All-State guidelines include:

- graduating senior
- 90 GPA for all four years of high school

### **TASCO Academic All-State**

Alessandra Cornejo  
Emily Diehl  
Kayden Grimes  
Alyssa Gutierrez

Legacy High School Girls Soccer had 1 senior who was named to the Texas High School Coaches Association (THSCA) Super Elite Team.

### **THSCA Super Elite Team**

Kayden Grimes

*Coach: Carl Wiersema*

## **2025 Girls Soccer Awards- Memorial**

Wichita Falls Independent School District Board of Trustees recognizes the **Memorial High School Girls Soccer** players for receiving **Academic All-State Honors** as submitted and recommended by Dr. Donny Lee, Superintendent.

Memorial High School had 6 seniors who received Academic All-State honors from the Texas Association of Soccer Coaches. TASCOC Academic All-State guidelines include:

- graduating senior
- 90 GPA for all four years of high school

Memorial High School had 5 seniors who received Academic All-State honors from the Texas High School Coaches Association. THSCA Academic All-State guidelines include:

- graduating senior
- 92 GPA for all four years of high school

### **Academic All-State**

Adrianna Botello - TASCOC Academic All-State, THSCA Academic All-State

Aubrey Calderon - TASCOC Academic All-State

Addisyn Handy - TASCOC Academic All-State, THSCA Academic All-State

Jasmine Montgomery - TASCOC Academic All-State, THSCA Academic All-State

Angelia Romero - TASCOC Academic All-State, THSCA Academic All-State

Jaynae Villastrigo - TASCOC Academic All-State, THSCA Academic All-State

*Coach: Robert Woodard*

## **2025 Boys Soccer Awards-Legacy**

Wichita Falls Independent School District Board of Trustees recognizes the **Legacy High School Boys Soccer** players for receiving **All-State Honors** as submitted and recommended by Dr. Donny Lee, Superintendent.

Legacy High School had 3 seniors who received Academic All-State honors from the Texas Association of Soccer Coaches. TASCOC Academic All-State guidelines include:

- graduating senior
- 90 GPA for all four years of high school

### **TASCOC Academic All-State**

Elias Barron

Coltyn Hale

Angel Prieto

Legacy High School 1 senior who was named to the Texas High School Coaches Association (THSCA) Super Elite Team.

### **THSCA Super Elite Team**

Ricky Paniagua

*Coach: Dustin Holly*

## **2025 Softball Awards-Memorial**

Wichita Falls Independent School District Board of Trustees recognizes **Memorial High School Softball** players for receiving Academic All-State Honors as submitted and recommended by Dr. Donny Lee, Superintendent.

Memorial High School had 5 seniors who received Academic All-State honors from the Texas High School Coaches Association. THSCA Academic All-State guidelines include:

- graduating senior
- 92 GPA for all four years of high school

### **THSCA Academic All-State**

Lilly Mason - 2nd Team

Emily Bowker - Honorable Mention

Ella Dawson - Honorable Mention

Serenity Cuellar - Honorable Mention

Preslee Graham - Honorable Mention

*Coach: Kylee Miller*

### **2025 Academic All-State Cross Country-Memorial**

Wichita Falls Independent School District Board of Trustees recognizes **Memorial High School Cross Country** students for receiving TGCA Academic All-State Honors for Cross Country as submitted and recommended by Dr. Donny Lee, Superintendent. The following student athletes from Memorial High School received Texas Girls Coaches Association (TGCA) Academic All-State honors for Cross Country. To achieve this award, students had to have above a 94 GPA for all four years of high school.

#### **Cross Country Academy All-State**

Adriyanna Botello  
Jasmine Montgomery

*Coach: Robby Wood*

### **2025 State Powerlifting-Legacy**

Wichita Falls Independent School District Board of Trustees recognizes **Legacy Powerlifters** for receiving State Powerlifting Honors as submitted and recommended by Dr. Donny Lee, Superintendent. Legacy High School had 3 students who qualified for the State Powerlifting Meet.

#### **State Qualifiers**

Nmesomachukwu (Meso) Nzek-Biko - First State Champion in Legacy History; State Record Holder for Deadlift  
Leah Sanchez - 3rd Place; State Record Holder for Bench Press  
Darrion Simmons - State Qualifier

*Coach: Billy Davison*

### **2025 Girls Basketball Awards-Legacy**

Wichita Falls Independent School District Board of Trustees recognizes **Legacy Girls Basketball** players for receiving Academic All-State Honors as submitted and recommended by Dr. Donny Lee, Superintendent. Legacy High School had 2 seniors who received Academic All-State honors from the Texas High School Coaches Association and the Texas Girls Coaches Association.

#### **THSCA & TGCA Academic All-State**

Kenedee Pennington  
Kya Thomas-Carroll

*Coach: Zachary Davis*

### **2025 Boys Basketball Awards-Legacy**

Wichita Falls Independent School District Board of Trustees recognizes **Legacy Boys Basketball** players for receiving All-State Honors as submitted and recommended by Dr. Donny Lee, Superintendent. Legacy High School had 2 seniors who received Academic All-State honors from the Texas High School Coaches Association and Texas Association of Basketball Coaches for basketball.

#### **Academic All-State**

Jimmell McFalls - THSCA Academic All-State, TABC Academic All-State  
Caiden Reed - THSCA Academic All-State, TABC Academic All-State

*Coach: Trey Law*

### **2025 Golf Awards-Legacy**

Wichita Falls Independent School District Board of Trustees recognizes **Legacy Golf** athletes for receiving All-State Honors as submitted and recommended by Dr. Donny Lee, Superintendent. Legacy High School had 5 seniors who received Academic All-State honors from the Texas High School Coaches Association for golf.

#### **THSCA Academic All-State**

Noah Doley - 1st Team  
Kabree Powell - 2nd Team  
Desirae Colbert - Honorable Mention  
Cameron Kaylor - Honorable Mention

Hayden Reed - Honorable Mention

*Coaches:*

*Sarah Peterson (Girls)*

*Cleveland Wallerich (Boys)*

### **2025 Baseball Awards-Legacy**

Wichita Falls Independent School District Board of Trustees recognizes **Legacy Baseball** players for receiving All-State Honors as submitted and recommended by Dr. Donny Lee, Superintendent. Legacy High School had 1 senior who received Academic All-State honors from the Texas High School Coaches Association for baseball.

#### **THSCA Academic All-State**

Brady Parker - 2nd Team

*Coach: Jeremy Crouch*

### **2025 Track Awards-Legacy**

Wichita Falls Independent School District Board of Trustees recognizes **Legacy Track** athletes for receiving Academic All-State Honors as submitted and recommended by Dr. Donny Lee, Superintendent. Legacy High School had 1 junior who received Academic All-State honors from the Texas Track & Field Coaches Association.

#### **Texas Track & Field Coaches Association Academic Award**

Anaria' Anderson

*Coach: Samantha Moorhead*

#### ***PUBLIC COMMENT:***

Mr. Robert Richards, bus driver- he is representing himself and other Durham employees that feel the WFISD Board of Trustees do not care about the bussing staff because they have not received correspondence and were not consulted regarding the change of the bussing contract earlier in the year.

#### ***SUPERINTENDENT'S REPORT:***

Dr. Donny Lee, Superintendent of Schools, gave a report on the following:

- Rider Middle School is almost ready
- Wichita Falls City Counsel, Wichita Falls Chamber of Commerce and other city leaders toured Wichita Falls High School for possible use for city needs; appraisal ordered
- Today was deadline for Premier Charter School to voice interest in WFISD vacant buildings; no response received
- McNiel Middle School closing ceremony; will be revamped as elementary
- Interviewing 4 applicants for Director of School Administration tomorrow
- Interviewed 3 applicants for Coordinator of Ag Science
- Interviewed 2 applicants for Hirschi Middle School Turn-a-Round Principal
- Graduations coming up
- Summer Leadership Institute and Board Retreat coming up
- FFA Convention July 2 and 3
- House Bill 2 Finance Bill: cleared House, now in Senate with changes
  - Increases daily allotment by only \$55 compared to \$400 as was in House version
  - Changes regarding raises and how they are figured; teachers only
  - Special Education funding according to coding

#### ***CONSENT AGENDA:***

Minutes from April Meetings

Procurement of Security Monitoring

Purchase of Capturing Kids' Heart Package for SY 25-26

Procurement of Pest Control Services

Texas Department of Agriculture Excess Net Cash Resource Plan

Ms. Susan Grisel, seconded by Ms. Diann Scroggins, motioned that the Wichita Falls Independent School District Board of Trustees approve items placed on the Consent Agenda at the May 13, 2025 meeting.

***DISTRICT OPERATIONS***

**POLICY FDA AND FNCE LOCAL-2<sup>ND</sup> READING**

Mr. Jim Johnson, seconded by Ms. Susan Grisel, motioned that the Wichita Falls Independent School District Board of Trustees approve the FDA and FNCE policy updates as read and recommended by Dr. Donny Lee, Superintendent of Schools.

Carried unanimously by a vote of 5 – 0

**LOW ATTENDANCE WAIVER**

Mr. Jim Johnson, seconded by Ms. Katherine McGregor, motioned that the Wichita Falls Independent School District Board of Trustees approve the TEA waiver for low attendance on 4-30-25 due to flooding throughout the Wichita Falls area, as submitted by Scot Hafley, Assistant Superintendent and recommended by Dr. Donny Lee, Superintendent of Schools.

Carried unanimously by a vote of 5 – 0

***HUMAN RESOURCES:***

**TEACHER APPLICANT POOL**

Ms. Katherine McGregor, seconded by Ms. Diann Scroggins, motioned that the Wichita Falls Independent School District Board of Trustees approve the proposed teacher applicant pool (Exhibit B.)

Carried unanimously by a vote of 5 – 0

***BOARD MATTERS:***

**MOVE JULY 14<sup>TH</sup> REGULARLY SCHEDULED BOARD MEETING TO 1:00PM**

Ms. Diann Scroggins, seconded by Ms. Susan Grisel, motioned that the Wichita Falls Independent School District Board of Trustees approve moving the July 14, 2025 regularly scheduled board meeting from 6:00pm to 1:00pm.

Carried unanimously by a vote of 5 – 0

**ENDORSEMENT FOR TASB BOARD OF DIRECTORS**

Ms. Katherine McGregor, seconded by Ms. Diann Scroggins, motioned that the Wichita Falls Independent School District Board of Trustees endorse Mr. Mark Lukert as a nominee to fill a position on the TASB Board of Directors.

Carried unanimously by a vote of 5 – 0

**RECESS:**

Mr. Mark Lukert, board president, recessed to go into closed session at 7:47pm.

**CLOSED SESSION:**

1. Personnel Matters Including the Appointment, Evaluation, Reassignment, Duties, Discipline, Dismissal and/or Compensation of Individual District Employees (Pursuant to Texas Government Code 551.074)
2. To Deliberate or Discuss Safety Initiatives (Pursuant to Texas Government Code 551.076)
3. Discussion of Purchase, Exchange, Lease or Value of Real Property (Pursuant to Texas Government Code 551.072)

**ADJORNMENT:**

With no other action to take, Mr. Mark Lukert, board president, adjourned the meeting at 8:32pm.

---

President, Board of Trustees

---

Secretary, Board of Trustees

**WICHITA FALLS ISD BOARD OF TRUSTEES**  
**June 16, 2025**

<b>Agenda Item:</b>	June, 2025 Budget Amendments
<b>Administrator Responsible:</b>	Leah Horton, Chief Financial Officer
<b>Attachments:</b>	Attachment
<input checked="" type="checkbox"/> Action Needed	<input type="checkbox"/> Future Action <input type="checkbox"/> Information <input type="checkbox"/> Report

**Administrative Recommendation:**

That the Wichita Falls Independent School District Board of Trustees approves the attached budget amendments to the 2024-2025 budgets, as detailed on the attached Budget Amendment report. These amendments are submitted by Leah Horton, Chief Financial Officer, and as recommended by Dr. Donny Lee, Superintendent of Schools.

**Explanation:**

Budgeted funds that are transferred between functions, as well as increases/decreases to the district's legally adopted budgets, require Board approval in the form of a budget amendment.

**Fiscal Note:**

General Operating revenues and expenditures reflect no change resulting in a deficit budget of \$1,102,790.

Food Service revenues and expenditures reflect no change resulting in a deficit budget of \$4,428,000.

There are no proposed amendments to the Debt Service budget.

The detail of the proposed amendments and cross-function transfers is reflected on the attached Budget Amendment report.

# Memorandum

**To:** Dr. Donny Lee, Superintendent  
**From:** Leah Horton, Chief Financial Officer  
**Date:** June 16, 2025  
**Subject:** June 2025 Budget Amendments/Revisions

**General Operating Fund (199)** Please approve the following inter-functional budget transfers:

Campus/Dept.	Amount	From Function	To Function
046 – Barwise Middle School Payroll Changes	\$75,000	11	32
820 – Maintenance GB Construction-Rider MS	\$43,000	51	81
984 – Transportation GB Construction-Rider MS	\$250,000	34	81

**General Operating Fund (181/199):** Please approve the following budget revisions to appropriate additional revenue and expenditures:

Campus/Dept	Account	Amount
-------------	---------	--------

Attached spreadsheet(s) reflect the impact to the budget.

**Wichita Falls Independent School District  
General Operating Fund Budget  
Jun-25**

	Original Operating Fund 199 Jun	Proposed Transfers & Revisions Increase/ (Decrease)	Amended Operating Fund 199 Jun
<b>Revenues:</b>			
5700 - Local Revenues	\$ 41,117,000	\$ -	\$ 41,117,000
5800 - State Program Revenues	84,682,178	-	84,682,178
5900 - Federal Program Revenues	4,734,280	-	4,734,280
Total Revenues	<u>\$ 130,533,458</u>	<u>\$ -</u>	<u>\$ 130,533,458</u>
<b>Expenditures</b>			
11 - Instruction	\$ 71,475,365	(75,000)	\$ 71,400,365
12 - Instructional Resources and Media Services	1,250,569	-	1,250,569
13 - Curriculum and Instructional Staff Development	947,091	-	947,091
21 - Instructional Leadership	1,876,885	-	1,876,885
23 - School Leadership	6,963,578	-	6,963,578
31 - Guidance, Counseling and Evaluation Services	3,785,014	-	3,785,014
32 - Social Work Services	173,084	75,000	248,084
33 - Health Services	1,867,598	-	1,867,598
34 - Student Transportation	6,285,910	(250,000)	6,035,910
35 - Food Service	30,000	-	30,000
36 - Cocurricular/Extracurricular Activities	3,926,425	-	3,926,425
41 - General Administration	3,889,159	-	3,889,159
51 - Plant Maintenance and Operations	18,858,651	(43,000)	18,815,651
52 - Security and Monitoring Services	1,902,550	-	1,902,550
53 - Data Processing Services	3,868,919	-	3,868,919
61 - Community Services	16,920	-	16,920
71 - Debt Service	1,102,800	-	1,102,800
81 - Facilities Acquisition and Construction	2,776,901	293,000	3,069,901
93 - Payments to Fiscal Agent	100,000	-	100,000
95 - Payments to JJAEP	40,000	-	40,000
99 - Other Intergovernmental Charges	763,152	-	763,152
Total Expenditures	<u>\$ 130,797,780</u>	<u>\$ -</u>	<u>\$ 131,900,570</u>
<b>Other Financing Sources (Uses)</b>			
Sale of Real & Personal Property	\$ 10,000	\$ -	\$ 10,000
Transfer in from Food Service Fund	429,323	-	429,323
Transfer to Capital Projects for Stadium Maintenance	(75,000)	-	(75,000)
Transfer to Capital Projects for Athletics	(50,000)	-	(50,000)
Transfer to Capital Projects for Fine Arts	(50,000)	-	(50,000)
	-	-	-
Excess (Deficiency) of Revenues Over Expenditures	<u>\$ (0)</u>	<u>\$ -</u>	<u>\$ (1,102,790)</u>

**Wichita Falls Independent School District  
Food Service Budget  
Jun-25**

	Amended Child Nutrition Funds 240 & 242 Apr	Increase/ (Decrease)	Amended Child Nutrition Funds 240 & 242 Jun
<b>Revenues:</b>			
Local Revenues	\$ 1,350,042	\$ -	\$ 1,350,042
State Program Revenues	32,000	-	32,000
Federal Program Revenues	7,257,395	-	7,257,395
Total Revenues	\$ 8,639,437	\$ -	\$ 8,639,437
<b>Expenditures</b>			
Instruction			
Instructional Resources and Media Services			
Curriculum and Instructional Staff Development			
Instructional Leadership			
School Leadership			
Guidance, Counseling and Evaluation Services			
Health Services			
Student Transportation			
Food Services	\$ 11,083,114	\$ 1,555,000	\$ 12,638,114
Cocurricular/Extracurricular Activities			
General Administration			
Plant Maintenance and Operations			
Security and Monitoring Services			
Data Processing Services			
Community Services			
Facilities Acquisition and Construction			
Payments to Fiscal Agent			
Other Intergovernmental Charges			
Total Expenditures	\$ 11,083,114	\$ 1,555,000	\$ 12,638,114
<b>Other Financing Sources (Uses)</b>			
Operating Transfers In			
Operating Transfers Out to General Operating Fund	\$ (429,323)	\$ -	\$ (429,323)
Excess (Deficiency) of Revenues Over Expenditures	\$ (2,873,000)	\$ (1,555,000)	\$ (4,428,000)

**Wichita Falls Independent School District  
Debt Service Budget  
Jun 2025**

	Original Debt Service Fund 599 Apr	Increase/ (Decrease)	Amended Debt Service Fund 599 Jun
<b>Revenues:</b>			
Local Revenues	\$ 23,188,723	\$ -	\$ 23,188,723
State Program Revenues	0	-	0
Federal Program Revenues	-		
Total Revenues	\$ 23,188,723	\$ -	\$ 23,188,723
<b>Expenditures</b>			
Instruction			
Instructional Resources and Media Services			
Curriculum and Instructional Staff Development			
Instructional Leadership			
School Leadership			
Guidance, Counseling and Evaluation Services			
Health Services			
Student Transportation			
Food Services			
Cocurricular/Extracurricular Activities			
General Administration			
Plant Maintenance and Operations			
Security and Monitoring Services			
Data Processing Services			
Community Services			
Debt Service	\$ 22,029,183	-	\$ 22,029,183
Facilities Acquisition and Construction			
Payments to Fiscal Agent			
Total Expenditures	\$ 22,029,183	\$ -	\$ 22,029,183
<b>Other Financing Sources (Uses)</b>			
Sale of Bonds			
Excess (Deficiency) of Revenues Over Expenditures	\$ 1,159,540	\$ -	\$ 1,159,540

**WICHITA FALLS ISD BOARD OF TRUST OF TRUSTEES**  
**June 16, 2025**

<b><u>Agenda</u></b>	Adoption of the Budget for the 2025-2026 Fiscal Year for the General Fund, Food Service Fund, and Debt Service Fund
<b><u>Administrator</u></b>	Leah Horton, Chief Financial Officer
<b><u>Attachments</u></b>	Attachment
<input checked="" type="checkbox"/> Action Needed <input type="checkbox"/> Future Action <input type="checkbox"/> Presentation <input type="checkbox"/> Report	

**Administrative Recommendation:**

That the Wichita Falls Independent School District Board of Trustees adopt the General Fund budget, Food Service budget, and Debt Service budget for 2025-2026 as reflected in the attachment submitted by Leah Horton, Chief Financial Officer, and as recommended by Dr. Donny Lee, Superintendent of Schools.

**Explanation:**

The public hearing on the 2025-2026 budget was held June 16, 2025, at 5:30 PM in The Board Room located at 1104 Broad St., Wichita Falls, TX 76301. The notice of this public hearing was published as required. A copy of that advertisement is attached. The proposed budget was also posted on the WFISD Website. The administration recommends adoption of the budgets presented at the public hearing.

**Fiscal Note:**

Based on the 2025 Estimated Tax Roll from the Wichita Appraisal District, the budget can be funded with the estimated tax rate of \$0.7011 for Maintenance and Operations and the tax rate of \$0.412393 for Debt Service.

Maintenance and Operations	\$ 0.7011
Debt Service	\$ 0.412393
Total Proposed Tax Rate	\$ 1.113493

The revenue and expenditures for the General Fund, Food Service Fund and Debt Service Fund are as follows:

	Revenue	Expenditure	Surplus (Deficit)
General Fund	\$ 135,457,364	\$ 135,457,364	-
Food Service	\$ 9,196,890	\$ 12,800,046	\$ (3,603,156)
Debt Service	\$ 22,155,000	\$ 21,319,968	\$ 835,032
Total	\$ 166,809,254	\$ 169,577,378	\$ (2,768,124)

# RESOLUTION

**STATE OF TEXAS**

**COUNTY OF WICHITA**

*WHEREAS*, Texas Education Code, §44.001-44.006, requires the president of the Board of Trustees to call a meeting of the Board for the purpose of adopting a budget for the succeeding fiscal year; and

*WHEREAS*, the president must provide for the publication of notice of the budget meeting in a daily, weekly, or biweekly newspaper published in the district; and

*WHEREAS*, the Board of Trustees of the Wichita Falls Independent School District set the date of June 16, 2025 at 5:30 p.m. for the public hearing and adoption of the 2025-2026 Budget; and

*WHEREAS*, the Wichita Falls Independent School District published a Notice of Public Meeting to Discuss Budget in the Times Record News on June 6, 2025 and posted the proposed budget on the District Website; and

*NOW, THEREFORE BE IT RESOLVED*, that the Board of Trustees of the Wichita Falls Independent School District does hereby adopt the 2025-2026 Budget as presented by the school district, with all specified changes discussed during the adoption.

Adopted this 16<sup>th</sup> day of June 2025 by the Wichita Falls Independent School District.

By: \_\_\_\_\_  
Mark Lukert, President

ATTEST:  
\_\_\_\_\_  
Sandy Camp, Secretary



## Wichita Falls Independent School District Official Budget FY 2025-2026

	General Operating	Food Service	Debt Service	Total
Operating Tax Revenue	0.7011		0.412393	1.113493
<b>Revenues:</b>				
5700 Local & Intermediate	\$ 41,117,000	\$ 1,510,864	\$ 22,155,000	\$ 64,782,864
5800 State Program	\$ 91,876,230	\$ 32,212	\$ -	\$ 91,908,442
5900 Federal Program	\$ 1,981,879	\$ 7,653,814	\$ -	\$ 9,635,693
<b>Total Revenues</b>	<b>\$ 134,975,109</b>	<b>\$ 9,196,890</b>	<b>\$ 22,155,000</b>	<b>\$ 166,326,999</b>
<b>Expenditures:</b>				
11 Instruction	\$ 75,261,202	\$ -	\$ -	\$ 75,261,202
12 Instructional Resources	\$ 1,224,548	\$ -	\$ -	\$ 1,224,548
13 Staff Development	\$ 657,203	\$ -	\$ -	\$ 657,203
21 Instructional Administration	\$ 1,772,813	\$ -	\$ -	\$ 1,772,813
23 School Administration	\$ 7,104,939	\$ -	\$ -	\$ 7,104,939
31 Counseling Services	\$ 4,773,929	\$ -	\$ -	\$ 4,773,929
32 Social Work Services	\$ 290,547	\$ -	\$ -	\$ 290,547
33 Health Services	\$ 2,012,992	\$ -	\$ -	\$ 2,012,992
34 Transportation Services	\$ 7,315,468	\$ -	\$ -	\$ 7,315,468
35 Food Service	\$ 30,000	\$ 12,327,791	\$ -	\$ 12,357,791
36 Extra-Curricular	\$ 3,908,653	\$ -	\$ -	\$ 3,908,653
41 General Administration	\$ 4,059,617	\$ -	\$ -	\$ 4,059,617
51 Maintenance	\$ 19,000,152	\$ -	\$ -	\$ 19,000,152
52 Security	\$ 1,960,132	\$ -	\$ -	\$ 1,960,132
53 Data Processing Services	\$ 3,888,867	\$ -	\$ -	\$ 3,888,867
61 Community Services	\$ 16,550	\$ -	\$ -	\$ 16,550
71 Debt Services	\$ 1,101,600	\$ -	\$ 21,319,968	\$ 22,421,568
81 Construction	\$ -	\$ -	\$ -	\$ -
93 Payments to Fiscal Agent/Member Districts of SSA	\$ 100,000	\$ -	\$ -	\$ 100,000
95 Payments to JJAEP	\$ 40,000	\$ -	\$ -	\$ 40,000
99 Intergovernmental Charges	\$ 763,152	\$ -	\$ -	\$ 763,152
<b>Total Expenditures</b>	<b>\$ 135,282,364</b>	<b>\$ 12,327,791</b>	<b>\$ 21,319,968</b>	<b>\$ 168,930,123</b>
<b>Other Sources/Uses:</b>				
7900 Sale Real/Other District Property	\$ 10,000	\$ -	\$ -	\$ 10,000
7900 Transfer in from Food Service Fund - Custodial & Utilities	\$ 472,255	\$ -	\$ -	\$ 472,255
8900 Transfer to Capital Projects Fund Stadium Maintenance	\$ (75,000)	\$ -	\$ -	\$ (75,000)
8900 Transfer to Capital Projects Fund Athletics	\$ (50,000)	\$ -	\$ -	\$ (50,000)
8900 Transfer to Capital Projects Fund Fine Arts	\$ (50,000)	\$ -	\$ -	\$ (50,000)
8900 Transfer out from Food Service Fund - Custodial & Utilities	\$ -	\$ 472,255	\$ -	\$ 472,255
<b>Estimated Net Change in Fund Balance 2025-2026</b>	<b>\$ -</b>	<b>\$ (3,603,156)</b>	<b>\$ 835,032</b>	<b>\$ (2,768,124)</b>

# NOTICE OF PUBLIC MEETING TO DISCUSS BUDGET AND PROPOSED TAX RATE

The \_\_\_\_\_ will hold a public meeting at \_\_\_\_\_ in \_\_\_\_\_

\_\_\_\_\_. **The purpose of this meeting is to discuss the school district’s budget that will determine the tax rate that will be adopted. Public participation in the discussion is invited.**

The tax rate that is ultimately adopted at this meeting or at a separate meeting at a later date may not exceed the proposed rate shown below unless the district publishes a revised notice containing the same information and comparisons set out below and holds another public meeting to discuss the revised notice.

**Maintenance Tax**                    \$ \_\_\_\_\_ / \$100 (Proposed rate for maintenance and operations)

**School Debt Service Tax**  
**Approved by Local Voters**    \$ \_\_\_\_\_ / \$100 (proposed rate to pay bonded indebtedness)

### Comparison of Proposed Budget with Last Year’s Budget

The applicable percentage increase or decrease (or difference) in the amount budgeted in the preceding fiscal year and the amount budgeted for the fiscal year that begins during the current tax year is indicated for each of the following expenditure categories:

Maintenance and operations	_____ % increase	or	_____ % (decrease)
Debt service	_____ % increase	or	_____ % (decrease)
Total expenditures	_____ % increase	or	_____ % (decrease)

### Total Appraised Value and Total Taxable Value (as calculated under Tax Code Section 26.04)

	Preceding Tax Year	Current Tax Year
Total appraised value* of all property	\$ _____	\$ _____
Total appraised value* of new property**	\$ _____	\$ _____
Total taxable value*** of all property	\$ _____	\$ _____
Total taxable value*** of new property**	\$ _____	\$ _____

\* "Appraised value" is the amount shown on the appraisal roll and defined by Tax Code Section 1.04(8).  
 \*\* "New property" is defined by Tax Code Section 26.012(17).  
 \*\*\* "Taxable value" is defined by Tax Code Section 1.04(10).

### Bonded Indebtedness

Total amount of outstanding and unpaid bonded indebtedness\* \$ \_\_\_\_\_

\* Outstanding principal.

**Comparison of Proposed Rates with Last Year's Rates**

	<b><u>Maintenance &amp; Operations</u></b>	<b><u>Interest &amp; Sinking Fund*</u></b>	<b><u>Total</u></b>	<b><u>Local Revenue Per Student</u></b>	<b><u>State Revenue Per Student</u></b>
<b>Last Year's Rate</b>	\$	\$ *	\$	\$	\$
<b>Rate to Maintain Same Level of Maintenance &amp; Operations Revenue &amp; Pay Debt Service</b>	\$	\$ *	\$	\$	\$
<b>Proposed Rate</b>	\$	\$ *	\$	\$	\$

\*The Interest & Sinking Fund tax revenue is used to pay for bonded indebtedness on construction, equipment, or both. The bonds, and the tax rate necessary to pay those bonds, were approved by the voters of this district.

**Comparison of Proposed Levy with Last Year's Levy on Average Residence**

	<b><u>Last Year</u></b>	<b><u>This Year</u></b>
Average Market Value of Residences	\$	\$
Average Taxable Value of Residences	\$	\$
Last Year's Rate Versus Proposed Rate per \$100 Value	\$	\$
Taxes Due on Average Residence	\$	\$
Increase (Decrease) in Taxes		\$

**Under state law, the dollar amount of school taxes imposed on the residence homestead of a person 65 years of age or older or of the surviving spouse of such a person, if the surviving spouse was 55 years of age or older when the person died, may not be increased above the amount paid in the first year after the person turned 65, regardless of changes in tax rate or property value.**

**Notice of Voter-Approval Rate: The highest tax rate the district can adopt before requiring voter approval at an election is \_\_\_\_\_ . This election will be automatically held if the district adopts a rate in excess of the voter-approval rate of \_\_\_\_\_ .**

**Fund Balances**

The following estimated balances will remain at the end of the current fiscal year and are not encumbered with or by a corresponding debt obligation, less estimated funds necessary for operating the district before receipt of the first state aid payment:

Maintenance and Operations Fund Balance(s)	\$
Interest & Sinking Fund Balance(s)	\$

A school district may not increase the district's maintenance and operations tax rate to create a surplus in maintenance and operations tax revenue for the purpose of paying the district's debt service.

Visit [Texas.gov/PropertyTaxes](http://Texas.gov/PropertyTaxes) to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

**WICHITA FALLS ISD BOARD OF TRUSTEES**  
**June 16, 2025**

<b>Agenda Item:</b>	Purchase of Excess Workers Compensation Insurance		
<b>Administrator Responsible:</b>	Leah Horton, Chief Financial Officer		
<b>Attachments:</b>	Midwest Employers Quote and Quote Summary		
<input checked="" type="checkbox"/> Action Needed	<input type="checkbox"/> Future Action	<input type="checkbox"/> Presentation	<input type="checkbox"/> Report

**Administrative Recommendation:**

That the Wichita Falls Independent School District Board of Trustees approve the purchase of Excess Workers Compensation Insurance policy carried by Midwest Employers Casualty Company in the amount of \$119,882, as quoted by Higginbotham Insurance Agency and as submitted by Leah Horton, Chief Financial Officer and as recommended by Dr. Donny Lee, Superintendent of Schools.

**Explanation:**

Excess workers' compensation insurance for self-insured schools provides financial protection against catastrophic claims that exceed the school's self-insured retention (SIR). It's designed to manage the risk of high-cost, long-term claims that could strain a school's budget. The district's SIR is \$450,000.

On behalf of the district, Higginbotham obtained three quotes for Excess workers' compensation insurance, one 1-year, and two 2-year quotes. Mr. Shannon Troester reviewed all quotes for compliance and price. Significant cost savings are captured in the two 2-year quotes, with favor to the company with an AM Best Rating of A+ (Midwest Employers) over the company with an AM Rating of A- (Incline Casualty).

**Fiscal Note:**

This expenditure will be paid in Year 1 of the two-year policy with Budgeted Funds. Expenditures of \$100,000 or more require Board of Trustees' approval per policy, CH Local.



**Wichita Falls Independent School District**

**Excess Workers' Compensation and Employers Liability**

**Coverage Period:** July 1, 2025 to July 1, 2027

**Carrier:** Midwest Employers Casualty Company **AM Best Rating:** A+ XV

Policy Terms	Option 1
State(s)	TX
Estimated Annual Payroll	\$106,000,000
Estimated Annual Manual Premium	\$277,890
Length of Policy Period (Years)	2.00
Estimated Policy Period Normal Premium	\$555,780
<b>SPECIFIC:</b>	
Specific Limit	Statutory
Specific Retention	\$450,000
<b>EMPLOYERS LIABILITY:</b>	
Employers Liability Limit	\$1,000,000
Employers Liability Retention	\$450,000
<b>AGGREGATE:</b>	
Aggregate Limit	\$1,000,000
Rate as a % of Normal Premium	777.75%
Est. Aggregate Retention	\$4,322,579
Minimum Aggregate Retention	\$4,236,127
Aggregate Loss Limit	\$450,000
<b>PREMIUM:</b>	
Rate as a % of Normal Premium	21.57%
Estimated Policy Period Premium	\$119,882
Policy Period Minimum Premium	\$107,894
Annual Deposit Premium	\$59,941
Terrorism Risk Insurance Act of 2002	\$1,798
(Included in Deposit Premium above)	

**CONDITIONS / COMMENTS:**

MECC must be notified of any aircraft changes occurring during the policy period.

A signed Fraud Warning must be received prior to policy issuance.

Includes the following endorsements:	CMB-11	Amendment to Schedule Item 11
	CMB-199	Policyholder Disclosure Notice of Terrorism Insurance
	ISI-254-EXC	Aircraft Exclusion
	CMB-TX	Texas Important Notice
	CMB-TX-EL	Texas Employers Liability
	CMB-187	Two Year Policy Short Rate Table
	ISI-285	More Than One Premium Adjustment

**Quote is valid until effective date of coverage.**

**Sample Policy available upon request.**

This quote is based on information provided by the Insured and/or agent. It is for illustrative purposes only.

Read the policy for actual terms and conditions.

**Quote expires 6/30/25.**

**Excess Worker's Compensation and Employer's Liability QUOTE SUMMARY**

	CURRENT (24-25)	OPTION 1 (25-26 only)	OPTION 2 (25-26 only)	OPTION 3 (25-26 and 26-27)
Length of Policy (Years)	1	1	2	2
Company	<b>STAR INSURANCE</b>	<b>SAFETY NATIONAL (formerly STAR INS)</b>	<b>INCLINE CASUALTY COMPANY</b>	<b>MIDWEST EMPLOYERS CASUALTY COMPANY</b>
Rating:		A+	A-	A+
<b>Policy Terms:</b>				
Estimated Annual Payroll	\$89,907,765.00	\$106,000,000.00	\$106,000,000.00	\$106,000,000.00
Estimated Annual Manual Premium	\$284,625.00	\$277,890.00	\$262,590.00	\$277,890.00
Length of Policy (Years)	1	1	2	2
Estimated Policy Period Normal Premium	\$284,624.00	\$277,890.00	\$525,180.00	\$555,780.00
<b>SPECIFIC:</b>				
Specific Limitation	Statutory	Statutory	Statutory	Statutory
Specific Retention	\$450,000.00	\$450,000.00	\$450,000.00	\$450,000.00
<b>EMPLOYERS LIABILITY:</b>				
Employers Liability Limit	1,000,000 / 1,000,000	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00
Employers Liability Retention	\$450,000.00	\$450,000.00	\$450,000.00	\$450,000.00
<b>AGGREGATE:</b>				
Aggregate Limit	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00
Rate as a % of Normal Premium	485.00%	493.97%	22.65%	777.75%
Estimated Aggregate Retention	\$1,380,431.00	\$1,372,693.00	\$3,041,685.00	\$4,322,579.00
Minimum Aggregate Retention	\$1,380,431.00	\$1,372,693.00	\$2,920,024.00	\$4,236,127.00
Loss Limitation	\$450,000.00	\$450,000.00	\$450,000.00	\$450,000.00
<b>PREMIUM:</b>				
Rate per \$100 est. Annual Payroll				21.570%
<b>Deposit Premium</b> (total to be paid at start of Year 1 for both years)	<b>\$80,108.00</b>	<b>\$94,446.00</b>	<b>\$118,977.00</b>	<b>\$119,882.00</b>
Minimum Premium	\$72,097.00	\$85,001.00	\$107,080.00	\$107,894.00
<b>Annual Deposit Premium</b>	<b>\$80,108.00</b>	<b>\$94,446.00</b>	<b>\$59,489.00</b>	<b>\$59,941.00</b>
<b>Terrorism Risk Insurance Act of 2002</b>	<b>included in Dep Prem</b>	<b>included in Dep Prem</b>	<b>included in Dep Prem</b>	<b>included in Dep Prem (value \$1,798)</b>
	<b>Endorsements</b>	<b>CONDITIONS / COMMENTS:</b>	<b>CONDITIONS / COMMENTS:</b>	<b>CONDITIONS / COMMENTS:</b>
	276020408 Broad Form All States		Contingencies Needed Prior to Binding:	CMB-11 Amendment to Schedule Item 11
	288060710 EL per Occurrence & Annual Aggregate		Signed excess application	CMB-199 Policyholder Disclosure Notice of Terrorism Insurance
	291010708 Voluntary Compensation Endorsement		Risk and safety procedures including active shooter program	ISI-254-EXC Aircraft Exclusion
	467021105 EL Maximum Limits		Information on police/security employees including armed employees and estimated payroll	CMB-TX Texas Important Notice
	6000000121 Terrorism Risk Insurance		Includes the following endorsements: EWC9918	CMB-TX-EL Texas Employers Liability
	Texas Mandatory		Endorse:EWC9944	CMB-187 Two Year Policy Short Rate Table
			Endorse:EWC9931	ISI-285 More Than One Premium Adjustment

**WICHITA FALLS ISD BOARD OF TRUSTEES**  
**June 16, 2025**

<b>Agenda Item:</b>	Auténtico Levels 1-3 Renewal		
<b>Administrators Responsible:</b>	Debbie Dipprey, Executive Director of School Administration; Nayna Torres, Instructional Materials Coordinator		
<b>Attachments:</b>	4-Year License Quote		
<input checked="" type="checkbox"/> Action Needed	<input type="checkbox"/> Future Action	<input type="checkbox"/> Presentation	<input type="checkbox"/> Report

**Administrative Recommendation:**

That the Wichita Falls Independent School District Board of Trustees approve the purchase of *Savvas Auténtico Levels 1–3 Digital Courseware* for grades 9-11<sup>th</sup> grades (for school year 25-26) as submitted by Debbie Dipprey, Executive Director of School Administration and as recommended by Dr. Donny Lee Superintendent of Schools.

**Explanation:**

Savvas *Auténtico* Levels 1–3 digital courseware supports Spanish language instruction for high school students enrolled in Languages Other Than English (LOTE) courses.

*Auténtico* is a comprehensive, standards-based Spanish curriculum that integrates listening, speaking, reading, and writing skills through authentic cultural content, multimedia activities, and leveled instruction aligned to TEKS and ACTFL World-Readiness Standards. Levels 1–3 are used in grades 9–11 (or beyond) as part of the district’s Spanish language progression.

The Board originally adopted *Auténtico* in 2017 during the Languages Other Than English (LOTE) and Career & Technical Education (CTE) instructional materials adoption. Since that time, *Auténtico* has remained the district’s primary Spanish curriculum resource for secondary campuses. There have been no updates to the LOTE TEKS and no new proclamation from the State Board of Education that would require a new instructional materials adoption at this time. Therefore, this renewal ensures uninterrupted access to the digital content currently in use and supports continuity in instruction without requiring a change in materials.

Level	Description	Qty	Unit Price	Total
Level 1	Auténtico 2018 Texas Digital Courseware Extension – 4-Year License	900	\$36.00	\$32,400.00
Level 2	Auténtico 2018 Texas Digital Courseware Extension – 4-Year License	900	\$36.00	\$32,400.00
Level 3	Auténtico 2018 Texas Digital Courseware Extension – 4-Year License	80	\$36.00	\$2,880.00

**Total Cost:** \$67,680.00

**Term:** 4-Year Digital License (2025–2029)

**Fiscal Note:**

This renewal will be funded using the district’s Instructional Materials and Technology Allotment (IMTA). The purchase has been approved by the district’s IMTA Committee. This purchase covers four years of service, as a multi-year contract it requires Board of Trustees approval per policy, CH Local.

Becky Hernandez  
Principal  
Wichita Falls Ind Sch District  
710 Burkburnett Rd  
Wichita Falls, TX 76306-7608

**Quote Number:** Q-155422  
**Quote Creation Date:** 4/25/2025  
**Quote Expiration Date:** 9/30/2025

**Special Notes:**

Please send final purchase order to [irvingsupport@savas.com](mailto:irvingsupport@savas.com)

Wichita Falls ISD - Autentico 4 Years Digital Only  
Price Quote Detail

Auténtico

Texas Auténtico ©2018 - Level 1

ISBN	Description	Price	Charged Qty	Total Charged
9798213447262	AUTENTICO 2018 TEXAS DIGITAL COURSEWARE EXTENSION 4-YEAR LICENSE LEVEL 1**	\$36.00	900	\$32,400.00
<b>Texas Auténtico ©2018 - Level 1 - Subtotal:</b>				<b>\$32,400.00</b>

Texas Auténtico ©2018 - Level 2

ISBN	Description	Price	Charged Qty	Total Charged
9798213447309	AUTENTICO 2018 TEXAS DIGITAL COURSEWARE EXTENSION 4-YEAR LICENSE LEVEL 2**	\$36.00	900	\$32,400.00
<b>Texas Auténtico ©2018 - Level 2 - Subtotal:</b>				<b>\$32,400.00</b>

Texas Auténtico ©2018 - Level 3

ISBN	Description	Price	Charged Qty	Total Charged
9798213447347	AUTENTICO 2018 TEXAS DIGITAL COURSEWARE EXTENSION 4-YEAR LICENSE LEVEL 3**	\$36.00	80	\$2,880.00
<b>Texas Auténtico ©2018 - Level 3 - Subtotal:</b>				<b>\$2,880.00</b>

<b>Solution Subtotal:</b>	<b>\$67,680.00</b>
<b>Shipping and Handling:</b>	<b>\$0.00</b>
<b>Total:</b>	<b>\$67,680.00</b>

\*\*Contract Pricing has been applied to this Quote

### Savvas Learning Company LLC Terms and Conditions

To place your order please submit a copy of this price quote with your Purchase Order, include the Quote Number on your Purchase Order, and include any other required documentation. You may send the order documents using an electronic form or by mail. Please submit your PO and price quote via one of the following methods:

**Please send final purchase order to [irvingsupport@savvas.com](mailto:irvingsupport@savvas.com)**

Savvas does not accept Credit Card information via postal mail, facsimile, or email. Credit Card information will only be accepted via phone, eCommerce, or my Savvas Orders. For questions regarding your order please call Customer Service: 1-800-848-9500.

**Price quote:** This is a price quote for the customer's convenience only, and not an offer to contract. All quotes are subject to review and final acceptance by an authorized representative of Savvas at its offices. Savvas reserves the right to correct typographical, computational or other errors. Savvas' standard payment terms are net 30 days unless otherwise specified. All pricing is in US Dollars unless otherwise specified. Pricing calculations use multiple decimal places to determine the most accurate extended pricing but are represented in standard currency format.

**Shipping & handling** charges (where applicable) are shown on the quote. S&H rates quoted are for standard ground transportation and may not reflect account contracted rates. If expedited shipping is requested, actual charges may be higher. For orders picked up at the Savvas warehouse by the customer or a third party carrier contracted by the customer, a 2% handling charge will be applied to shippable items. The 2% charge will appear on the customer proposal and invoice as a S&H charge.

**Taxes:** All pricing in this quote is exclusive of any applicable sales, use or other similar taxes or duties. The customer is responsible for any such taxes or duties that may apply; if the customer is tax exempt, evidence of such tax exemption must be provided. Estimated tax may be provided solely for customer convenience. The amount indicated is only an estimate and is intended to be helpful for budgeting purposes. The actual amount of sales tax assessed at the time of invoicing may be more or less.

**Platforms:** Savvas, and any third party for which Savvas serves as the sales agent or distributor, reserve the right to change and/or update technology platforms, including possible edition updates to customers during the term of access. Customers will be notified of any change prior to the beginning of the new school year.

**Damaged & Defective Products:** If a print product, or the print component of a blended (print & digital) product, is received in damaged or defective condition, Savvas will issue a credit or replacement at no charge to the customer if the customer promptly (no later than 120 days) returns the damaged or defective product. Customers must report missing product immediately upon receipt.

**Return Policy:** Returns (other than damaged or defective products) are subject to the following conditions: (a) materials must be returned to Savvas at the customer's expense in new, unused condition, suitable for resale by Savvas (note that any barcoding, stickering, stamping or similar marking on any print materials renders them unsuitable for resale); (b) materials must be returned within six (6) months from the date of purchase; (c) the customer must obtain a Return Materials Authorization ("RMA") from Savvas prior to returning the materials, and must ship the materials back to Savvas within thirty days of receiving the RMA; (d) all materials sold in a set or package must be returned complete as originally sold; and (e) any materials provided by Savvas to the customer on a no-charge basis in consideration of the customer's purchase must be returned in proportion to the purchased materials that are being returned for a credit. A restocking fee of 3% may be applied to credits over \$1,000. Savvas' return policy does not apply to science lab kits or trade publication novels, which are sold on a non-returnable basis.

**Consumable Worktexts:** Subsequent year consumable worktexts will ship each year on the anniversary of the original order date for the duration of their license. Worktexts will ship to the location listed on the original order. Quantities for each grade level and title will remain consistent each year. Changes to quantities of titles previously ordered, shipping location changes, or any other changes to consumable worktext shipments must be made 4 weeks prior to shipment date. (the anniversary of the original order date unless changed). Changes can be made on the Subscription Worktext Site: <https://worktext-subscriptions.savvas.com>

**Annual subscriptions for iLit and Successmaker Only:** Savvas' iLit and Successmaker products (and no others) automatically renew on the anniversary date of the original purchase and will be invoiced accordingly unless otherwise specified.

Technical support services are included with purchase of Savvas digital products.

**Online help:**

<https://support.savvas.com/support/s/k12-curriculum-support-form>

phone: 1-800-848-9500

**Professional Services:** All paid services must be delivered within twelve (12) months of the order date of those services. Any unused services expire at the end of such twelve (12) month period, unless otherwise specified in contract terms. Any cancellation made with less than 72 hours' notice will result in a cancellation fee equal to the full price of the event. MySavvasTraining is included with purchase of products (<https://mysavvastraining.com>).

**WICHITA FALLS ISD BOARD OF TRUSTEES**  
**June 16, 2025**

<b>Agenda Item:</b>	Hirschi Middle School Turnaround Plan		
<b>Administrators Responsible:</b>	Debbie Dipprey, Executive Director of School Administration		
<b>Attachments:</b>	None		
<input checked="" type="checkbox"/> Action Needed	<input type="checkbox"/> Future Action	<input type="checkbox"/> Presentation	<input type="checkbox"/> Report

**Administrative Recommendation:**

That the Wichita Falls Independent School District Board of Trustees approve the Turnaround Plan for Hirschi Middle School for submission to the Texas Education Agency as presented by Debbie Dipprey, Executive Director of School Administration and as recommended by Dr. Lee, WFISD Superintendent of Schools.

**Explanation:** TEA has identified Hirschi Middle School as a campus “in need of comprehensive support” based on Closing the Gaps, Domain 3. Additionally, the campus has been identified as low-performing for multiple years. Based on that identification a Targeted Improvement Plan and a Turnaround Plan for Hirschi Middle School must be approved by the Board of Trustees for submission to TEA. The Targeted Improvement Plan was approved and submitted to TEA in February 2025. The Turnaround Plan is an extension of the Targeted Improvement Plan.

## Response Summary:



All campuses identified in 2023 state accountability that have an Academically Unacceptable count of 2+ must complete the survey. A PDF copy of your survey responses will be available for download at the end of the survey for your records. TEA will upload the PDF of your survey into ISAM on the submissions table for your campus.

If you are a **Comprehensive Support and Improvement (CSI) campus** identified under federal accountability in 2024 with a fail to exit count of 2+ please complete your Turnaround Plan in Intervention, Stage, and Activity Manager (ISAM).

**Please complete this survey by 5pm on June 30, 2025.**

**If you have questions, please contact Ashley Hunt @ SIDivision@TEA.Texas.Gov**  
Thank you for taking the time to engage in this survey and provide the requested information.

**LEA info. Please enter your email to receive communications about your survey response.**  
ddipprey@wfid.net

**Campus info. Please select your region and School Improvement (SI) Specialist(s). Please be sure to select a specialist for each dropdown, if there is not a second specialist listed, please select the blank.**

<b>Region</b>	REGION 09: WICHITA FALLS
<b>SI Specialist 1</b>	REGION 09: WICHITA FALLS ~ Lauren.Smith@tea.texas.gov
<b>SI Specialist 2</b>	REGION 09: WICHITA FALLS ~ Lauren.Smith@tea.texas.gov ~

**Campus Info. Please select your District and Campus.**

<b>District</b>	WICHITA FALLS ISD-243905
<b>Campus</b>	WICHITA FALLS ISD-243905 ~ KIRBY MIDDLE-243905048

**Strategy. What is your School Improvement Strategy? (Select all that apply.)**

- Engage in Texas Partnership (1882)

**1. How does this strategy align to your reason for CSI identification?**

The campus has been identified for improvement due to:

- Low academic performance as evidenced by recent state assessments and ESF diagnostic results, particularly in Lever 2.1 and 2.2 (Leadership and Teacher Quality).
- Inconsistent instructional practices, weak data-driven instruction, and limited capacity among current staff to implement and sustain evidence-based strategies.

Teacher and leader data indicates:

- High teacher turnover (over 25% annually), many early-career teachers.
- Leadership team is relatively new with limited experience in turnaround settings.
- ESF diagnostic indicates Level 2 ratings in Lever 2.1 (Principal Leadership) and 2.2 (Instructional Leadership Team).

Third Future Schools (TFS) is a proven school management organization that specializes in rapidly improving low-performing campuses through a leadership-centered, data-driven, and instructional excellence model. TFS operates under a partnership model where it assumes day-to-day operations of the campus with a focus on rapidly improving outcomes within 1–3 years.

Improvement Strategy Aligned to Cause and Timeframe

Key Actions:

1. Transition to Third Future Operational Management for the 25-26 SY at Hirschi MS ○ TFS takes over management while maintaining district oversight and support.
  - Immediate diagnostic of teacher performance, student achievement data, and culture/climate factors.
2. Implement TFS Academic Model (Year 1)
  - Extended school year and day structure to increase instructional time.
  - Use of mastery-based progression in core subjects.
  - Emphasis on acceleration, not remediation.
3. Deploy Turnaround Leadership Model (Year 1–2)
  - Replace or support current leadership based on a performance and readiness assessment. ○ TFS installs a principal or Executive Director with a turnaround track record.
  - Existing leaders are given opportunity to grow within the TFS framework.
4. Staffing and Retention Strategy (Year 1–2)
  - Recruit high-performing teachers aligned with TFS competencies.
  - Offer incentive-based compensation linked to performance.
  - Create career pathways and leadership opportunities to improve retention.
5. Instructional Coaching and Accountability (Ongoing)
  - Weekly coaching sessions for teachers and leaders.
  - Use of walkthroughs, data meetings, and real-time feedback to drive instructional quality. ○ All instructional practices aligned with a TFS rubric tied to student growth. Capacity Building & PD Plan

Training

Leadership Bootcamp for school leaders (2 weeks): Covers instructional systems, data analysis, staff supervision, and culture-setting.

● Teacher Induction (2 weeks):

- TFS pedagogy and planning framework.
- Use of formative assessment data.
- Student engagement and culture systems.

Ongoing Coaching & Support (Throughout Year 1 & 2)

● Weekly Instructional Coaching:

- All teachers receive direct, personalized coaching from TFS coaches.
- Bi-Weekly Leadership Coaching:
- Leaders receive training and coaching from a regional director with experience in successful turnaround work.

● Monthly Data Days:

- Deep-dive analysis and instructional planning based on interim assessments.

Differentiated PD to Match Current Talent State

Based on ESF Lever 2 data and teacher/leader experience:

- New teachers receive more intensive coaching (twice weekly), classroom modeling, and co-planning. ● Veteran but underperforming staff receive targeted skill-building with clear performance goals. ● High-performing staff are given stretch assignments and roles in mentoring peers.

Talent Development Metrics

- Increase teacher retention by 10–15% by Year 2 through targeted support and career growth.
- Increase percentage of effective teachers (based on classroom observations and student data) by 20% in Year 1.

## **2. Define the milestones and monitoring efforts that will be taken over the next two years to fully implement the selected strategy/strategies.**

Federal identification ratings require urgent improvement (usually within 1–3 years to exit status). TFS has a track record of rapid school turnaround, and the strategy explicitly focuses on:

- Visible student progress within Year 1.
- Major gains in Year 2, aligned with state and federal exit criteria.
- Sustainable systems built by Year 3. . Transition to TFS Management (First 90 Days)

Milestone: Third Future Schools Leadership and the WFISD Board of Trustees

● Full transition of campus management to Third Future Schools (TFS) leadership.

- Initial diagnostic of campus performance, including leadership, instructional quality, student data, and culture/climate.

Monitoring Effort:

- Weekly leadership check-ins conducted by TFS leadership.
- Data reviews at the end of the first 30, 60, and 90 days (academic, behavioral, and teacher retention) conducted by TFS leadership.

## 2. Teacher and Leadership Capacity Building (Months 1–6)

Milestone: Conducted by TFS Leadership

- Upfront teacher training on TFS pedagogy, data-driven instruction, and classroom management. ● Leadership training and coaching for the principal and instructional leadership team.

Monitoring Effort: TFS Leadership

- Daily classroom walkthroughs by TFS instructional coaches and leadership. ● Bi-weekly coaching sessions with instructional leaders and teachers.
- Performance reviews for both teacher performance and leadership effectiveness based on student outcomes, engagement, and classroom observations.

## 3. Early Implementation of Mastery-Based Academic Model (Months 3–6)

Milestone:

- Launch mastery-based instructional model, focusing on accelerated learning. ● Extended learning time (longer school days or year) implemented.

Monitoring Effort: TFS Leadership

- Weekly data meetings to analyze student mastery of key learning standards. ● Monthly student growth tracking using formative assessments and progress monitoring tools.

## 4. Initial Impact on Teacher Retention & Climate (Months 3–6)

Milestone:

- Implement teacher retention initiatives (mentorship programs, professional growth opportunities, performance incentives).

Monitoring Effort: TFS Leadership

- Teacher satisfaction surveys at the 3- and 6-month marks.
- Exit interviews and monthly retention metrics for teachers.
- Staffing data review to ensure that turnover is reduced by Year 1.

Year 1 Outcomes (End of Year 1)

- Student outcomes: Demonstrate measurable improvement in key subjects (reading, math).
- Teacher effectiveness: Significant increase in teachers meeting or exceeding TFS standards for instruction.
- Leadership development: The principal and leadership team show improvement in instructional leadership effectiveness.

Year 2 Milestones: Scaling, Refining, & Sustaining Growth Conducted by TFS Schools Leadership.

## 5. Scaling Data-Driven Instructional Practices (Months 7–12)

Milestone:

- Full implementation of data-driven instruction where all teachers use student data to drive instruction on a weekly basis.
- Expand individualized support for students, particularly for subgroups (e.g., ELs, SPED students).

Monitoring Effort: Third Future Schools Leadership

- Daily classroom observations with real-time feedback provided to teachers.
- Monthly data analysis meetings focused on achievement gaps, subgroup performance, and overall class progress.
- Benchmark assessments to monitor student growth and learning outcomes will be conducted at BOY, MOY, and EOY.

## 6. Strengthening Leadership Capacity and Systems (Months 7–12)

Milestone: TFS Leadership

- Capacity-building for school leaders (including assistant principals and instructional coaches) to take on more responsibilities.

- Implement systems for data-informed decision-making at all levels of leadership.

Monitoring Effort: Third Future Leadership

- Leadership reviews (individual and team) to assess progress and leadership effectiveness. ● End-of-year leadership survey for staff to gauge trust, communication, and leadership effectiveness.

## 7. Enhanced Student and Teacher Engagement (Months 7–12)

Milestone: Third Future Schools Leadership

- Expanded student support systems, including targeted tutoring, after-school programs, and SEL support.
- Continue teacher professional development and ensure that teachers receive more differentiated PD based on their performance and needs.

Monitoring Effort: Third Future Schools Leadership

- Surveys on student engagement, teacher engagement, and school climate. ● Monthly analysis of attendance rates, academic performance, and behavior data.

## 8. Increased Focus on Subgroup Performance (Months 7–12)

Milestone: Third Future Schools Leadership

- Targeted interventions for students in identified subgroups (e.g., English Language Learners, students with disabilities).

- Regular academic progress meetings to address subgroup disparities.

Monitoring Effort: Third Future Schools Leadership

- Monthly subgroup data reviews (reading/math proficiency, growth, attendance, behavior). ● Progress reports for at-risk students reviewed by instructional leadership.

Year 2 Outcomes (End of Year 2)

- Academic growth: Significant progress in student proficiency and growth, particularly in math and reading.
- Subgroup performance: Achievement gaps between subgroups (e.g., EL, SPED) are narrowing.
- Leadership systems: A well-established, sustainable leadership team that is able to guide the school effectively.

- Staff stability: Teacher retention exceeds 90%, and staff satisfaction is notably improved.
- Ongoing Monitoring Efforts Throughout Year 1 & 2
- Check-ins between TFS leaders and the WFISD Board of Trustees to ensure alignment and share progress.
  - Progress updates shared with WFISD board members, and community stakeholders to ensure transparency and accountability.
  - Data dashboards updated regularly to monitor real-time progress on student outcomes, teacher effectiveness, and leadership performance.
  - Quarterly community engagement events to inform parents and stakeholders about school progress and solicit their feedback.
- Key Monitoring Tools
- TFS Data Dashboards for ongoing tracking of student outcomes, teacher performance, and subgroup progress.
  - Walkthroughs and Observation Logs to assess classroom and leadership practices.
  - Staff and Student Surveys to gauge engagement, climate, and culture.
  - Quarterly Progress Reports detailing academic growth, staff retention, and implementation fidelity.
- End of Year 2: Full Implementation & Exit Criteria
- Exit Federal Identification: By the end of Year 2, the campus will be on track to meet federal exit criteria for identification, demonstrating improvement in graduation rates, academic performance, and subgroup progress.
  - Sustainability Planning: Systems are in place for sustained success, with a fully developed instructional and leadership team capable of leading without TFS support.

**3. How will your budget be reallocated to meet the needs of the chosen strategy/strategies?**

WFISD will seek grant funding through an 1882 Partnership grant to support the partnership with Third Future Schools. Additionally, Third Future Schools will receive a per pupil allocation of district funds and Federal Title Funds. Third Future Schools will develop the budget for the campus as documented in the partnership contract. WFISD will amend the district budget to reflect the per pupil allocation that will be allocated to Third Future Schools.

**4. How will staffing be reallocated to meet the needs of the chosen strategy/strategies?**

Third Future Schools will hire, assign and evaluate all staff on the campus as per the partnership agreement.

**5. Identify all curriculum programs that will be utilized during the 2025-2026 school year for:  
K-5 Math**

- Not Applicable

**6. Identify all curriculum programs that will be utilized during the 2025-2026 school year for:  
K-5 RLA**

- Not Applicable

**7. Identify all curriculum programs that will be utilized during the 2025-2026 school year for:  
6-8 Math**

- Other:  
All curriculum will be provided by Third Future Schools. Third Future Schools ensures that all curriculum is TEKS aligned.

**8. Identify all curriculum programs that will be utilized during the 2025-2026 school year for:  
6-8 RLA**

- Other:  
All curriculum will be provided by Third Future Schools. Third Future Schools ensures that all curriculum is TEKS aligned.

**9. Identify all curriculum programs that will be utilized during the 2025-2026 school year for:  
9-12 Math (Algebra 1, Algebra 2, Geometry)**

- Not Applicable

**10. Identify all curriculum programs that will be utilized during the 2025-2026 school year for:  
9-12 RLA**

- Not Applicable

**PN Date#1. Please select the date of Public Notice - Month**

<b>Please Select:</b>	June
-----------------------	------

**PN Date#2. Please select the date of Public Notice - Day**

<i>Please Select:</i>	11
-----------------------	----

**PN Date#3. Please select the date of Public Notice - Year**

<i>Please Select:</i>	2025
-----------------------	------

**Hearing Date#1. Please select the date of Public Hearing - Month**

<i>Please Select:</i>	June
-----------------------	------

**Hearing Date#2. Please select the date of Public Hearing - Day**

<i>Please Select:</i>	16
-----------------------	----

**Hearing Date#3. Please select the date of Public Hearing - Year**

<i>Please Select:</i>	2025
-----------------------	------

**5. Describe how the campus solicited feedback during the development of the TAP.**

The TAP for Hirschi MS was posted to the district website on June 11, 2025. On June 11, 2025 two townhall meetings were conducted to allow stakeholder input regarding the Turnaround Plan. Stakeholder feedback was collected via survey on the WFISD website.

**BA Date#1. Please select the date of Board Approval. - Month**

<i>Please Select:</i>	June
-----------------------	------

**BA Date#2. Please select the date of Board Approval. - Day**

<i>Please Select:</i>	16
-----------------------	----

**BA Date#3. Please select the date of Board Approval. - Year**

<i>Please Select:</i>	2025
-----------------------	------

**Written comments.**

Please upload the written comments collected while soliciting public feedback.  
*Naming convention: DistrictName\_CampusName\_CDCN\_Written comments.*

*Example: Taylor ISD\_Hunt EI\_ 123456789\_Written Comments*

[\[Click here\]](#)

## **Attention:**

You have reached the end of the survey. Once you click the final forward button below, you will be prompted to download a PDF version of your survey responses. This PDF is for your records.

**TEA will upload this PDF to the submission table in ISAM by July 11, 2025, for your reference.**

No further action is needed for your TAP submission.

---

**Embedded Data:**

N/A

<b>Agenda Item:</b>	Staffing Proposal for Speech Therapy Services		
<b>Administrator Responsible:</b>	Alefia Paris-Toulon, Executive Director of Special Programs		
<b>Attachments:</b>	2024-2025 SLP/SP Salary Schedule		
<input type="checkbox"/> Action Needed	<input type="checkbox"/> Future Action	<input type="checkbox"/> Presentation	<input checked="" type="checkbox"/> Report

That the Wichita Falls Independent School District Board of Trustees receive information about the proposed agenda item as submitted by Alefia Paris-Toulon, Executive Director of Special Programs, and as recommended by Dr. Donny Lee, Superintendent of Schools. This proposal outlines a strategic plan to enhance the recruitment and retention of Speech-Language Pathologists (SLPs), an extremely hard to fill area, while reducing the district’s reliance on costly contracted services. We recommend transitioning to a new staffing model that includes two key components:

1. **Hiring WFISD-Employed Remote SLPs**  
 WFISD would recruit and employ its own remote SLPs to deliver speech services via teletherapy. This approach allows us to eliminate or significantly reduce the use of third-party contractors, granting us full control over hiring and service quality. It also offers substantial cost savings and improves continuity of care for students.
2. **Offering Remote Work Flexibility for On-Site SLPs**  
 On-site SLPs would have the option to work remotely on Fridays. This flexible scheduling model—successfully implemented in other districts—is a proven strategy for staff retention and recruitment in extremely difficult to fill areas.. Our current SLP team has consistently expressed interest in this option as a means of improving work-life balance and job satisfaction.

**Explanation:**

Over the past five years, WFISD has delivered speech therapy services primarily through teletherapy. As of the end of the 2024–2025 school year, 1,080 students were eligible for both direct and/or indirect speech services.

To meet the demand for services, WFISD has employed the following staffing model under last year’s newly approved salary schedule and through a contractual agreement:

- 4 WFISD-employed on-site Speech-Language Pathologists (SLPs)** served only students enrolled in district-based programs at both the elementary and secondary levels.
- 13 remote contracted teletherapists** supported all remaining elementary students.

**Fiscal Note:**

The proposal to recruit and employ WFISD’s own remote Speech-Language Pathologists (SLPs) is not a novel idea. A successful implementation in Ector County ISD, resulted in building a team of 26 remote SLPs—each residing in Texas—alongside a contractual agreement which supports over 400 students, while also retaining seven on-site SLPs. I am grateful to the Ector County ISD staff for their insight and willingness to share their approach. Currently, WFISD pays for contracted remote SLPs at a daily rate of \$588—significantly exceeding our internal pay scale, which ranges from \$300 (entry-level) to \$400 (20+ years of experience). Transitioning to in-house remote SLPs could save the district approximately

\$400,000 annually, reducing our current contract-related expenditures which will settle at about \$1.4 million by the time the last invoice is paid for this year. Beyond cost savings, this innovative model allows the district to provide more consistent and uninterrupted services, strengthens compliance and reduces the risk for costly legal challenges. By offering competitive salaries, full benefits, and flexible work options—such as “Remote Fridays”—WFISD will be positioned to attract and retain highly qualified professionals and solidify our position as an innovative and competitive employer in the field of speech-language pathology.



**Wichita Falls ISD**  
**2024-2025 Salary Schedule**  
 Speech Therapists (ST); Speech Language Pathologists  
 (SLP); Licensed Specialists in School Psychology (LSSP)

Years of Experience	Daily Rate	197 Days Pay Sept-Aug	205 Days Pay: Aug-July	220 Days Pay: July-June
0	\$300.00	\$59,100	\$61,500	\$66,000
1	\$305.00	\$60,085	\$62,525	\$67,100
2	\$310.00	\$61,070	\$63,550	\$68,200
3	\$315.00	\$62,055	\$64,575	\$69,300
4	\$320.00	\$63,040	\$65,600	\$70,400
5	\$325.00	\$64,025	\$66,625	\$71,500
6	\$330.00	\$65,010	\$67,650	\$72,600
7	\$335.00	\$65,995	\$68,675	\$73,700
8	\$340.00	\$66,980	\$69,700	\$74,800
9	\$345.00	\$67,965	\$70,725	\$75,900
10	\$350.00	\$68,950	\$71,750	\$77,000
11	\$355.00	\$69,935	\$72,775	\$78,100
12	\$360.00	\$70,920	\$73,800	\$79,200
13	\$365.00	\$71,905	\$74,825	\$80,300
14	\$370.00	\$72,890	\$75,850	\$81,400
15	\$375.00	\$73,875	\$76,875	\$82,500
16	\$380.00	\$74,860	\$77,900	\$83,600
17	\$385.00	\$75,845	\$78,925	\$84,700
18	\$390.00	\$76,830	\$79,950	\$85,800
19	\$395.00	\$77,815	\$80,975	\$86,900
20	\$400.00	\$78,800	\$82,000	\$88,000

The salaries listed above are based on 10-month employment for the 2024-2025 school year. It does not represent salaries for future years. Salary advancements are based on the annual pay raise budget approved by the Board of Trustees each year.

*\*\*Speech Therapists (ST) who make more money on the Instructional Pay Scale will remain. These individuals will be monitored on an annual basis. If it becomes more advantageous to the individual to be placed on this pay scale, he/she will be moved. ST/SLP/LSSP pay scale will be utilized for all new hires. Individuals on the Instructional Pay Scale are not eligible for the \$2500 credential stipend due to the fact that it is included in their salary.*

*\*\*\* No SLP/LSSP will make more than \$400/day, even if when experience is more than 20 years.*

**WICHITA FALLS ISD BOARD OF TRUSTEES  
JUNE 16, 2025**

<b>Agenda Item:</b>	Applicant Pool		
<b>Administrator Responsible:</b>	Denise Williams, Director of Human Resources		
<b>Attachments:</b>	Applicant Pool		
<input checked="" type="checkbox"/> Action Needed	<input type="checkbox"/> Future Action	<input type="checkbox"/> Presentation	<input type="checkbox"/> Report

**Administrative Recommendation:**

That the Wichita Falls Independent School District Board of Trustees approve the proposed applicant pool as submitted by Denise Williams, Director of Human Resources, and as recommended by Dr. Donny Lee, Superintendent of Schools.

**APPLICANTS TO BE APPROVED BY THE BOARD OF EDUCATION  
June 16, 2025**

**CERTIFIED APPLICANT POOL**

Name	Certification	University	Yrs of Exp	Position/Assignment	Previous District
Amoah, Kingley	Special Education Grades (EC-12)	The University for Development Studies, Tamale, Ghana	9	Teacher Barwise Middle School Replacing Garrett Mudd	Dallas ISD
Nebgen, Wesley	Agriculture, Food, and Natural Resources Grades (6-12)	Tarleton State University Bachelor's	2	CTE Teacher Career Education Center Replacing Peyton Wood	Aledo ISD

*Asterisk indicates Contract Addendum Required. See key below.*

*\* Enrolled in an Alternative Certification Program*

*\*\* One-year out-of state Certification*

*\*\*\*Emergency Permit*

*\*\*\*\* Non-Renewal Permit*

*DOI = District of Innovation*

# WICHITA FALLS ISD BOARD OF TRUSTEES

June 16, 2025

**Agenda Item:** Consider and Approve the Application for 1882 Benefits and the Contract with Third Future Schools on Hirschi Middle School Partnership.

**Administrators Responsible:** Debbie Dipprey, Executive Director of School Administration

**Attachments:**

Action Needed       Future Action       Presentation       Report

**Administrative Recommendation:**

That the Wichita Falls Independent School District Board of Trustees Board of Trustees approve the Application for 1882 Benefits and the Contract with Third Future Schools on Hirschi Middle School Partnership as presented by Debbie Dipprey, Executive Director of School Administration and as recommended by Dr. Lee, WFISD Superintendent of Schools.



## Board Members

**Board President**

**Conrad Coleman**

Former radio and news reporter;  
former pharmaceutical sales  
representative

[EMAIL](#)

**Board Sec./Treasurer**

**Dorothy Reyes**

Practice Administrator for West  
Texas Medical Care

[EMAIL](#)

**Director**

**Sarah Arrambide**

Minister to Children, First Baptist  
Church, Midland

[EMAIL](#)

**Director**

**Blake Roach**

Associate Legislative Director, Texas  
Farm Bureau

[EMAIL](#)

**Director**

**Martina Van Norden**

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

[EMAIL](#)

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

This Agreement (the “Agreement”) is made and entered into as of June 8, 2025, (“Commencement Date”) by and between **WICHITA FALLS INDEPENDENT SCHOOL DISTRICT**, a public independent school district and political subdivision of the State of Texas, (“District” or “WFISD”) and **THIRD FUTURE SCHOOLS-TEXAS** (“Operating Partner” or “OP”) (together, the “Parties”) to operate **Hirschi Middle School**, Campus Number 243905001 (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 85<sup>th</sup> Texas Legislature in 2017, codified as Texas Education Code (“TEC”) §§ 11.174 and 48.252 (“SB 1882”), which authorizes this cooperative partnership between a public education institution and an in-district charter authorized under TEC Chapter 12, Subchapter C.

**ARTICLE I. RECITALS**

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

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

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

1.04 Charter Granted and Term of Charter. On the Commencement Date, the District hereby grants the OP a charter in accordance with and under TEC Chapter 12, Subchapter C, specifically §§ 12.0521 or 12.0522. This is an in-district charter granted pursuant to TEC § 12.0522(c), such that this Agreement is not subject to the 15% limit described in TEC § 12.0522(c). The District and OP shall ensure that all necessary action is taken to ensure that the charter is properly authorized under TEC Chapter 12, Subchapter C. A charter granted under TEC Chapter 12, Subchapter C begins on July 1, 2025, and expires on June 30, 2028, in accordance with TEC § 12.0531.

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

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

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

## **ARTICLE II. PURPOSE OF AGREEMENT**

2.01 Contract for Services. This Agreement constitutes a contract for instructional, services.

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

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

2.04 OP Assumption of School Operations. The Parties intend for OP to assume operations of the School beginning with the 2025-2026 school year in accordance with Article X of this Agreement.

## **ARTICLE III. DEFINED TERMS**

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

3.02 Facilities. "Facilities" are defined as the building(s) located on the School campus, the address of which is 3106 Borton St., Wichita Falls, TX 76305, and related equipment, furnishings, and property improvements, including any athletic fields and related improvements, and the land on which the building(s) and related improvements are located as more fully defined in Article XIII.

3.03 Material Breach. A "Material Breach" of this Agreement shall include the

failure of a Party to comply with or fulfill any material obligation, condition, term, provision, or covenant contained in this Agreement, including without limitation any failure by OP to meet generally accepted fiscal management and government accounting principles, comply with Applicable Law as defined by Paragraph 3.04, state agency rule, or meet the student outcome goals required by this Agreement, or District's failure to properly meet its funding obligations to OP as required by this Agreement and state agency rule.

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

#### **ARTICLE IV. TERM AND TERMINATION**

4.01 Term. The term of this Agreement shall begin on the **Commencement Date and end on June 30, 2028** ("Term"). This Agreement may only be renewed for an additional term by mutual, written agreement of both Parties, executed no later than February 1 of the last year of the applicable Term and after approval by vote of the governing Board of each Party. At the end of any Term, either Party may choose not to renew this Agreement without any penalty. During its term, as set forth in this Section, this Agreement shall be subject to the termination provisions detailed in this Article.

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

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

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

4.05 Termination Right to a Public Hearing. If a School successfully achieves the student outcome goals specified in Addendum A-3, attached, the District must hold at least one public hearing at least sixty calendar (60) days prior to any District action to

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

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

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

4.08 Termination Related to Closure of School. If the campus is ordered closed by the Texas Education Agency, or if the District's Board of Trustees votes to close the school, the Agreement will immediately cease at the end of the academic year or upon the date of closure, whichever comes first.

## **ARTICLE V. RELATIONSHIP OF THE PARTIES**

5.01 Nature of Relationship. The relationship between the Parties hereto shall be that of contracting parties. OP shall operate as an independent contractor to the District and will be responsible for delivering the services required by this Agreement. The relationship between and among the Parties was developed and entered into through arms-length negotiations and is based solely on the terms of this Agreement and such contracts and agreements as may be created in the future from time to time between the Parties and reduced to writing.

5.02 No Agency. Neither Party is or shall be the agent of the other Party, except to the extent otherwise expressly authorized by this Agreement. Neither Party has the express or implied authority to bind the other Party to any contractual duty or other

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

5.03 No Common Control. Neither Party is a division, subsidiary, affiliate, or any part of the other Party or has the right or authority to exercise any common control of any other Party. Nothing herein will be construed to create a partnership or joint venture by or between the District and the OP.

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

## **ARTICLE VI. APPLICABLE LAWS**

6.01 Compliance with Applicable Law. The Parties shall perform their respective obligations under this Agreement in compliance with Applicable Law. Applicable Law include, but are not limited to, Title VI of the Civil Rights Act of 1964, as amended; Title VII of the Civil Rights Act; Title IX of the Education Amendments of 1974; Section 504 of the Rehabilitation Act of 1973 ("Section 504"); the Age Discrimination Act of 1975; the Americans with Disabilities Act; the Individuals with Disabilities in Education Act ("IDEA"); the Family Educational Rights and Privacy Act of 1974 ("FERPA"); the Every Student Succeeds Act to the extent specified in the Act; the Texas Education Code as to the School to the extent the School is not exempt; applicable record retention laws and conflicts of interest laws under the Texas Local Government Code; the Texas Government Code and the Texas Local Government Code, as to the School and to the extent it applies to the School; the Texas Open Meetings Act and Texas Public Information Act under the Texas Government Code; and any amendments, interpretations, and reauthorizations of the foregoing.

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

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

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

## **ARTICLE VII. GOVERNING POLICIES**

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

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

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

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

## **ARTICLE VIII. PERFORMANCE REQUIREMENTS**

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

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

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

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

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

8.06 Performance Evaluation. The District will cooperate with OP to exchange student and campus information in order to facilitate program evaluation. OP will submit a program evaluation plan detailing methodology and analysis procedures to the District. The plan will be reviewed and approved by the District prior to implementation. Before any student data is shared, OP will enter into a Data Sharing Agreement with the District, outlining access, storage, use, and destruction of protected student information.

8.07 Performance Reporting. The OP will submit a report to the Superintendent on a bi-yearly basis (mid-year and end of the year) that includes results on performance and financial outcomes under Addendum A-3 and A-4 and responses and plan to address any deficiencies noticed in the performance outcomes or identified by District staff as part of monitoring performance as outlined in 8.05. The mid-year and end of the year report will both provide updates on any previously noted deficiencies. The end of the yearly report will detail program implementation and participation as well as available short- and long-term outcomes. The end of the year report should also provide an overview of campus expenditures, staffing overview, and any other data the OP believes would be necessary to understand the current progress of this partnership.

## **ARTICLE IX. RESPONSIBILITIES**

9.01 OP Responsibilities: The OP shall have the sole authority over matters involving academic curriculum, the instructional program, and related expenditures. As detailed in the subsections below and Section 11.01, OP shall have initial, final and sole authority to select, reassign at the School, or require removal by the District of any District

employees or contractors. OP shall have sole authority regarding the employment of OP employees, including, without limitation, hiring, assignment, evaluation, compensation, advancement, and other terms of employment.

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

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

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

the School, who shall be employees of OP.

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

trained in implementing OP's instructional model, will provide on-site support and oversight to the School not less than quarterly each school year. OP's school leader will also be proficiently trained in implementing OP's instructional model with appropriate support from Third Future Schools-Texas.

9.02 District Responsibilities. The District shall maintain control of and shall be responsible for all activities as agreed to by the Parties which include, but are not limited to, the following:

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

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

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

9.02.4. (Intentionally Omitted)

9.02.5. *Food Services*. The District shall provide food and cafeteria services to the School in accordance with applicable federal, state, and local laws and regulations. To the extent required by law or rule, OP shall

coordinate with the District for reporting to third parties regarding student eligibility, claims, and counting for meals provided to students.

9.02.6. *Intentionally left blank*

9.02.7. *Special Education.* OP may elect to utilize District vendors or staff, as determined by the District, to provide Special Education related services at the School as well as diagnosticians and Licensed Specialists in School Psychology, which will be billed to the OP after services are rendered and shall be billed in accordance with the pricing schedule set forth in Addendum A-9 and the invoicing process set forth in Section 14.03 of this Agreement. The District will be responsible for all education services for students placed in Special Education programs or facilities outside of the School, as described by Paragraph 9.01.5 and special education funding shall follow that student. Regarding any special education students receiving instructional and related services in a center-based classroom or unit at the School, the District shall be responsible for subsidizing the excess cost to appropriately staff the program in accordance with each student's individualized education program.

9.02.8. *Health Services.* Wichita Falls ISD shall provide and oversee the School's nurse and/or any other health care provider to be located on the School campus. OP shall be billed for these services in accordance with the pricing schedule set forth in Addendum A-9 and the invoicing process set forth in Section 14.03 if this Agreement.

**Commented [CB1]:** You may want to consider billing them for these services, like you would do for special education service providers in 9.02.7 above

9.02.9. *Campus Security.* Wichita Falls ISD shall provide staff, and oversee the School's security operations, including, peace officers, as required by law. OP herein agrees to fulfill all campus safety and security responsibilities at the School, as outlined in Applicable Law and TEA regulations that would otherwise be the responsibility of the District. Campus Safety Officers (Hall Monitors) will be up to the discretion of the OP, and the OP will be responsible for their employment if they choose. Wichita Falls ISD shall provide staff, and oversee the School's security operations, including, peace officers, required by law. OP and Wichita Falls ISD shall share equally the cost for the campus security staff. OP shall be billed its portion of campus security staff in accordance with the pricing schedule set forth in Addendum A-9 and the invoicing process set forth in Section 14.03 of this Agreement. OP herein agrees to fulfill other campus safety and security responsibilities at the School, as outlined in Applicable Law and TEA regulations that would otherwise be the responsibility of the District. Campus Safety Officer (Hall Monitors) will be up to the discretion of the OP, and the OP will be responsible for their employment if they choose.

**Commented [CB2]:** Same comment here. I think it is worth asking them to pay for the services of ISD peace officers and other staff you are being required to dedicate to their campus.

**ARTICLE X. SCHOOL OPERATIONS**

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

10.02 Budgetary Authority of OP. OP has sole authority to approve or amend the

budget for the School and to make expenditures thereunder relating to any matter involving academic curriculum, the instructional program, or other matters related to OP's responsibilities and obligations under this Agreement.

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

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

10.04 Grade Levels. Beginning in the 2025-2026 school year, the School will serve students in grades sixth through 8th grades. OP shall not serve any other grade level at the School without the written consent of the District.

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

10.06 Enrollment Policies. In addition to students subject to the District's in-district transfer policy, any student who resides in the Attendance Area may attend the School. The Parties will collaborate and agree on a process for enrollment of students into the School. Prior to implementing any plan to increase capacity at the School, the District shall provide notice to OP, afford OP an opportunity to comment on the plan, and coordinate any such capacity increase with OP. In addition to the agreed-upon enrollment policies, the following applies:

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

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

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

10.7 Discipline and Expulsion Policies. OP shall implement student discipline, suspension, and expulsion policies in compliance with Applicable Law, including, but not limited to, TEC Chapter 37. OP will utilize and align with the District's student discipline policies and practices including for the Disciplinary Alternative Education Program

("DAEP"). OP shall re-admit students placed in the District's DAEP after completion of their disciplinary assignment or re-admit student after completion of their expulsion order. OP shall abide by all Applicable Laws regarding due process and concerning the discipline of students with disabilities.

10.8 Schedule. OP will have initial, final and sole authority in determining the school day, school year, bell schedule, schedule for before and after-school services and for extra-curricular activities. 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 45 days before start of school and to confer with the District prior to altering. For transportation provided by the District, as defined in 9.02.03, the transportation department will determine what services can be provided based on the proposed schedule. If the District cannot provide transportation, the OP would be required to provide the service.

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

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

10.11 Technology Infrastructure; Network Services. The District shall continue to provide existing technology equipment to include computers, tablets, monitors, tablets, etc. The District shall also continue to provide network infrastructure and will continue to maintain and repair internet technology infrastructure equipment and improvements at the School as District will do for other similarly-sized District schools. OP shall provide the District with a list of additional equipment that it has purchased but will collaborate with the District to ensure consistency between the District standard equipment and the needs of the School.

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

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

execution of this Agreement.

## **ARTICLE XI. STAFFING**

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

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

11.03 Criminal History Background Checks. Unless contracted for by the District as stated in Paragraph 10.10, OP shall perform all criminal history background checks required by Applicable Law, including without limitation those required for School personnel, applicants, vendors, contractors, and volunteers and shall take action required by law upon completing the background check. OP and the School's employees shall adhere to the laws set forth in Chapter 22, Subchapter C, Texas Education Code and 19 Texas Administrative Code §153 Subchapter DD. OP shall notify the District of any unlawful conduct or criminal misconduct discovered by or reported to the School's Principal or other OP official immediately but not later than within three (3) business days of notice. Failure to report to District as set forth in this District shall constitute a Material Breach and allow District to terminate this Agreement, in accordance with Article IV and Section 10.10 of this Agreement. OP shall comply with any subsequent investigation by the District as OP understands that the District is bound by the reporting requirements of TEC §§ 21.006 and 22.087. Additionally, OP agrees that the District's Superintendent or assigns may investigate and report any educator misconduct of a District employee that he or she believes in good faith may be subject to sanctions under 19 Administrative Code, Chapter 249 and/or Chapter 247, Educators' Code of Ethics.

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

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

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

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

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

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

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

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

## **ARTICLE XII. ACADEMIC PLAN**

12.01 Curriculum and Program. OP will have sole authority to approve all curriculum decisions beyond the minimum requirements outlined in 19 Texas Administrative Code §74.2 (relating to Description of a Required Middle Curriculum), lesson plans, instructional strategies, and instructional materials, as defined in TEC, §31.002(1), to be used at the School. This authority includes sole authority over educational programs for specific, identified student groups, such as gifted and talented students, students of limited English proficiency, students at risk of dropping out of school, and other statutorily defined student populations.

12.02 Educational Plan or Academic Model. OP will implement the education plan described in its proposal to operate the School, attached as Addendum A-6. The OP will include in the plan the vision for the School, including its culture, curriculum, assessment program, instructional strategies, talent recruitment and management strategies, professional development activities or programs, evidence that the aforementioned strategies and programs can be effective with the student population served at the School, and the management routines and practices to be implemented by the OP in managing the staff and academic programs at the School. OP will ensure that the curriculum satisfies the minimum requirements outlined in 19 TAC §74.2. OP agrees to notify the District of any significant alteration of this plan within ten (10) business days.

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

12.04 Assessments. OP has sole authority over the selection and administration of student assessments not required by federal or state law.

12.05 Extracurricular Programming and Participation. Students enrolled at the School may join any extra-curricular activity offered to District students to the same extent as other students so long as participation does not interfere with the School’s schedule, tutorials, or other parts of the Program as determined by the OP Principal and so long as such participation adheres to the rules and guidance of the University Interscholastic League (“UIL”).

12.06 Student Behavior. Students enrolled at the School will be required to follow the OP’s Student Code of Conduct as presented in its proposal to operate the School and attached as Addendum A-6. OP agrees to notify the District of any modification of its Student Code of Conduct in writing at least sixty (60) days in advance of implementation. OP agrees that it will not modify DAEP or expulsion provisions without consent of the District; provided, however, that such consent shall not be unreasonably withheld or delayed. OP agrees that a student shall not be suspended or expelled from the School for attendance or academic performance reasons. OP shall pay the District \$13 per day for any student OP assigns to the District’s DAEP. The District will reserve 4 seats for the OP’s use at the DAEP. Any seats beyond 4 will require the provision or payment of staff to accommodate. Any special education services will need to be provided for or paid for

in addition to the staffing costs above.

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

### **ARTICLE XIII. FACILITIES**

13.01 Facilities. The District shall provide Facilities, in the form such facilities were dedicated to use by the School during the 2024-2025 school year, including classrooms, office furniture, equipment, and storage areas for the School. Prior to the Possession Date, as defined by Paragraph 13.03 below, the District and OP shall conduct a walk-through of the Facilities, during which OP may designate which furniture, equipment, and supplies shall be removed by the District. The District shall honor any such request within thirty (30) calendar days. Facilities do not include classroom materials (e.g., books, notepads, pencils, etc.) or any other resources needed to deliver the School's academic curriculum. OP shall maintain all portions of the School in a safe, neat and orderly manner.

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

13.03 Permitted Use. In accordance with Paragraph 2.04, beginning on July 1, 2023 ("Possession Date"), and during the Term of this Agreement, OP may use and occupy the Facilities solely for the operation of the School as permitted by this Agreement and Applicable Law. To the extent OP wishes to use the Facilities for educational activities, separate from the School but associated with its educational purposes, OP shall seek approval from the District, and such approval shall not be unreasonably denied; provided, however, that OP will remain responsible for all costs incurred by the District for such further use of the Facilities. Any use of the Facilities by any other individual, group, or organization shall be governed by the District's facilities use policies.

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

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

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

#### **ARTICLE XIV. FINANCIAL MATTERS**

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

14.02 Required District Administrative Services. Required administrative services are outlined in Addendum A-9. OP may not elect out of the required administrative services. During the first two years of the Term of this Agreement, the District shall retain eighteen (6%) of all FSP Funds and SB 1882 funds to cover the cost of these required District administrative services, which includes an allocation for mandatory state and federal reporting and data system administration and authorizing oversight ("District Funds"). The District shall retain only the amount designated as District Funds and shall not retain or charge OP for any other fee or expense except as provided for in Section 9.02.7 of this Agreement pertaining to Special Education Services and as provided for in Section 14.03 of this Agreement pertaining to Optional District Services. OP shall receive the remaining of all combined FSP Funds and SB 1882 Funds to operate and manage the School ("OP Funds"). Federal grant entitlement funding shall be distributed to OP in accordance with Section 14.06 of this Agreement. Both Parties acknowledge and agree that the goal of this Agreement is to focus effort, money, assistance, and aid to the School's students. The Parties agree that after two years of operation of this Agreement, the Parties will evaluate the finances and enrollment of the School and may reasonably consider redistributing funds under this Agreement.

14.03 Optional District Services. Optional District Services are available to OP in the categories and at the prices set forth in Addendum A-9. OP's cost for Optional District Services shall not exceed the cost charged to other campuses in the District for the same services. OP shall submit its request for these services in writing to the Superintendent or

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

14.04 Determination of Per Pupil Funding Allocation. In consideration of the services provided under this Agreement, the District shall pay OP for each school year of the Term. For the 2025-2026 school year ("Initial Year"), OP shall earn funding according to the student allotment estimated calculation in the State Aid Template based initially upon projected enrollment. Funding estimates will be re-calculated at mid-year based on PEIMS snapshot enrollment data for the appropriate grade levels. Future allotment calculations will be based on projected enrollment for the following year.

14.04.1. *Budget and Funding for the 2025-2026 School Year.* The budget for the first year of operation of the School is included as Addendum A-8 and contains the estimate of the number of students the School is expected to enroll in ADA for the 2025-2026 School Year, which will be the estimated ADA on which the initial monthly payment of the Fee will be based for that school year. Funding estimates will be re-calculated in December of each year based on the PEIMS snapshot enrollment data.

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

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

14.06 Federal Grant Entitlement Funding. Including the OP Funds defined in Section 14.02 of this Agreement, the District shall annually allot to OP a pro-rata share of

the District's federal grant entitlement funding (i.e., Title I, Title II, Title III, Title IV, and IDEA-B funding) based on student enrollment at the campus. The District shall not withhold any indirect cost from any category of federal grant entitlement funding. OP shall access federal grant entitlement funding through the District's process for spending reimbursement.

14.07 Limitations. Notwithstanding any terms herein to the contrary, the District's obligation to compensate OP is expressly subject to the receipt, adjustment, or modification of funds by the District from the State of Texas specifically allocated for those eligible students in attendance at the School. In the event that such funding is not received the District shall not be obligated to pay OP, this Agreement shall be terminated in accordance with Section 4.02 of this Agreement and any prior payments made by the District shall be retained by OP in consideration of and as payment for educational services provided to the date of such termination with remaining unearned and advanced funds returned to the District. This section shall not be construed to relieve the District of any responsibility or obligation to OP if the District fails to receive funding caused by the failure of the District to comply with I requirements, in good faith, necessary for securing funding from the State of Texas.

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

14.09 Contracting, Purchasing and Procurement. Excluding services that the District provides to OP under this Agreement, OP may establish school-level systems for obtaining, procuring, contracting with, and paying its vendors for goods it acquires and services it provides under this Agreement and in accordance with Applicable Laws. OP will ensure compliance with applicable state and federal contracting and payment laws. OP reserves the right to contract for any services it deems beneficial in operation of the School.

14.10 Accounting and Audits. OP shall comply with generally accepted fiscal management and accounting principles. OP's annual financial reports will be provided to

the District in Governmental Accounting Standards Board (GASB) format and its monthly financial reports will be provided in Financial Accounting Standards Board (FASB) format. The Parties shall comply with the financial performance goals detailed in Addendum A-3, which shall include, but is not limited to, a completion of OP's annual financial report with respect to operation of the School, receipt of an unqualified audit opinion with respect to operation of the School, and specific consequences in the event that OP does not meet the financial performance goals with respect to its operation of the School. In addition to any audits required by Applicable Law, OP shall submit to the District within one hundred eighty (180) days following the end of each fiscal year during the Term of this Agreement, financial statements pertaining to operation of the School audited by an independent certified public accountant. The District shall also retain the right to conduct its own campus audit of the School and annual audit of OP's management of funds received for operation of the School as it deems necessary. OP agrees to comply with all rules, regulations, ordinances, statutes, and other laws, whether local, state or federal, including, but not limited to, all audit and other requirements of the Single Audit Act of 1984. In the event an audit occurs and any expenditures relating to this Agreement are disallowed, OP agrees to reimburse the District immediately for the requisite full amount.

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

14.12 Transparency. Within ten (10) business days of OP's written request, District shall provide any formula's, documentation, budgets, financial statements, or any other materials that District used in determining any funding allocations, withholding of any funds, District Administrative Services under Addendum A9, or administrative costs that affect OP's financial circumstances under this agreement. OP's requests shall be narrowly tailored to those documents or items that it requires for a specific purpose and OP agrees to pay the direct and documented costs for the District's production of such items.

## **ARTICLE XV. RECORDS AND REPORTING**

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

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

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

demonstrable errors as requested by the District.

15.03 Lawful Disclosure. The Parties agree to comply with all requirements of the FERPA and the Texas Public Information Act (“TPIA”). In the event that the District is required to furnish information or records of the School pursuant to the TPIA, OP shall furnish such information and records to the District, and the District shall have the right to release such information and records. Either OP or the District may object to disclosure of information and records under FERPA or the TPIA.

## **ARTICLE XVI. INTELLECTUAL PROPERTIES**

16.01 Proprietary Materials. To the extent applicable, each of the Parties shall own its own intellectual property including without limitation all trade secrets, know-how, proprietary data, documents, and written materials in any format. Any materials created exclusively by the District for the School shall be owned by the District, and any materials created exclusively by OP for the School shall be OP’s proprietary material, regardless of the funding source used to create such materials. The Parties acknowledge and agree that neither has any intellectual property interest nor claims in the other Party’s proprietary materials. Notwithstanding the Foregoing, materials and work product jointly created by the Parties shall be jointly owned by the Parties and may be used by the individual Party as may be agreed upon by both Parties from time to time.

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

## **ARTICLE XVII. INSURANCE**

17.01 Insurance Coverage. OP shall secure and keep in force during the Term of this Agreement commercial general liability and professional liability insurance coverage, including contractual coverage, and automobile liability insurance coverage, with minimum liability limits of \$1,000,000 per occurrence, with a \$2,000,000 annual aggregate. In addition, OP shall secure and keep in force sexual misconduct and molestation coverage as of July 1, 2025, applying the same minimum liability limits as above. The District is to be named as an additional insured under such coverage for any liability arising, directly or indirectly, under or in connection with this Agreement, or with regard to the operations of the School or any event arising therefrom. OP shall also maintain (a) broad form casualty coverage for all personal property located or used at the School, including the Furnishings, which coverage shall be on a full replacement value basis, and (b) worker’s compensation insurance to the extent required by the laws of the State of Texas. Any deductible or other similar obligation under OP’s insurance policies shall be the sole obligation of OP and shall not exceed \$25,000. The District shall maintain

its current loss prevention or self-insurance plan on the Facilities and on its personal property and commercial general liability coverage applicable to any services it provides at the School, in substantially the same manner as it maintains such insurance with respect to other District schools. Notwithstanding the foregoing requirement regarding insurance coverage, the District shall have the right to insure or self-insure part or all of said insurance coverage in the District's sole discretion, which may be changed in the future as determined by the District.

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

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

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

## **ARTICLE XVIII. INDEMNIFICATION**

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

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

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

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

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

#### **ARTICLE XIX. GENERAL AND MISCELLANEOUS**

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

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

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

19.04 Venue and Jurisdiction. OP and the District agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Manor, Texas. Any action

or proceeding to enforce the terms of this Agreement or adjudicate any dispute arising out of this Agreement shall be brought in a court of competent jurisdiction in Travis County or in the United States District Court for the Western District of Texas, Austin Division.

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

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

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

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

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

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

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

<u>If to the OP:</u>	<u>If to the District:</u>
Zach	Donny Lee
Craddock	Wichita Falls Independent School District
Third Future Schools	Superintendent of Schools
Superintendent	1104 Broad Street
431 Sable Blvd.	Wichita Falls, TX 76301
Aurora, CO 80011	

19.12 Force Majeure. If the performance of this Agreement or any obligations hereunder is prevented by reason of epidemic, pandemic, earthquake, hurricane, fire, flood or other casualty, or due to strikes, riot, storms, explosions, acts of God, war, terrorism, governmental or court order, or a similar occurrence or condition beyond the reasonable control of the Parties, the Party so affected shall, upon giving prompt written notice to the other Party, be excused from such performance during the period of

prevention. Notice must specifically reference this section and identify the start date and predicted or known end date of the Force Majeure preventing performance. To the extent that this Agreement cannot be continued due to Force Majeure, the termination provisions set forth in Section 4.02 shall apply.

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

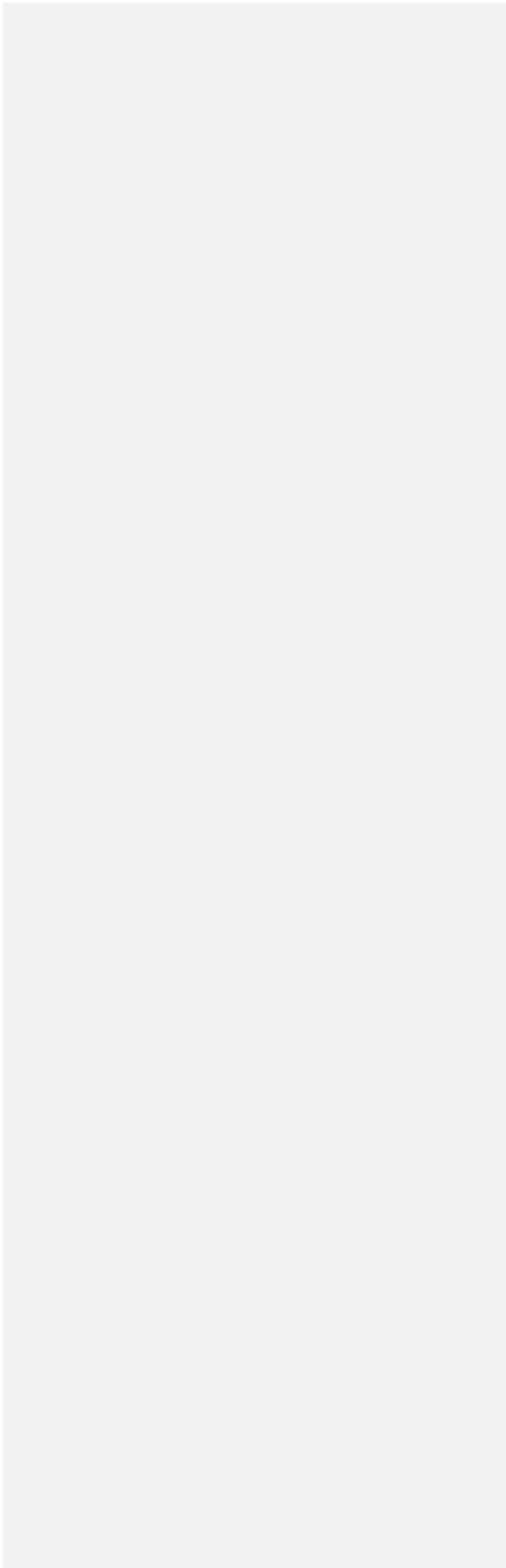
Entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025

**By:** \_\_\_\_\_  
Superintendent of School  
Wichita Falls Independent School District

**By:** \_\_\_\_\_  
President of the Board of Trustees

**By:** \_\_\_\_\_  
CEO - Third Future Schools

**By:** \_\_\_\_\_  
Board President, Third Future Schools Texas



ADDENDA REFERENCE

- Addendum 1: WFISD Charter Policy
- Addendum 2: TFS Board Adopted School Policies
- Addendum 3: Student Outcome and Financial Performance Goals
- Addendum 4: OP Governing Board
- Addendum 5: School Attendance Area
- Addendum 6: OP Charter Proposal (Application)
- Addendum 7: Facility Plan
- Addendum 8: First Year Budget
- Addendum 9: District Administrative Services

**ADDENDUM A-3: Student Outcome and Financial Performance Goals**

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

### Academic Performance Measures

Performance Measure #1	2025-2026	2026-2027	2027-2028
Campus Rating for School Report Card	≥ 70	≥ 80	≥ 85
Performance Measure #2	2025-2026	2026-2027	2027-2028
Student Achievement*			
Student Achievement Domain based on State Accountability Domain Rating	≥ 70	≥ 75	≥ 78
Performance Measure #3	2025-2026	2026-2027	2027-2028
Student Progress*			
School Progress Domain based on State Accountability Domain Rating	≥ 75	≥ 83	≥ 88
Performance Measure #4	2025-2026	2026-2027	2027-2028
Closing the Gap*			
Closing the Gap based on State Accountability Domain Rating	≥ 73	≥ 81	≥ 86
Performance Measure #5	2025-2026	2026-2027	2027-2028
STAAR Meets or Above Goals			
Student STAAR outcomes at the Meets or Above level for STAAR Tested grades and subjects.	2026 Meets or Above + 15	2027 Meets or Above + 10	2028 Meets or Above + 10

Progress Measure #6 NWEA MAP 6-8th Grade Reading	2025-2026	2026-2027	2027-2028
In the 2025-2026 school year Hirschi Middle School students will grow 1.6 times the average US growth in reading as measured by NWEA MAP assessment and using the mean RIT scores for each grade.	1.6	1.7	1.7

Progress Measure #7 NWEA MAP 6-8th Grade Math	2025-2026	2026-2027	2027-2028
In the 2025-2026 school year Hirschi Middle School students will grow 1.6 times the average US growth in math as measured by NWEA MAP assessment and using the mean RIT scores for each grade.	1.6	1.7	1.7

Progress Measure #8 NWEA MAP 6-8th Grade Science	2025-2026	2026-2027	2027-2028
In the 2025-2026 school year Hirschi Middle School students will grow 1.6 times the average US growth in science as measured by NWEA MAP assessment and using the mean RIT scores for each grade.	1.6	1.7	1.7

## **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 Assets divided by Current Liabilities
Current Ratio	
Current ratio is greater than or equal to 1.0.	
Performance Measure #3	Unrestricted Cash divided by ((Total Expenses minus Depreciation Expenses)/365)
Unrestricted Days Cash	
Days cash is greater than or equal to 30 beginning in 2025-26.	
Days cash is greater than or equal to 60 beginning in 2026-2027 and thereafter.	
Performance Measure #4	Year 2 Total Cash – Year 1 Total Cash
Cash Flow	
Cash flow is positive.	

## **Performance Consequences**

### **Regular Review and Material Consequences of Failure to Meet Contract Goals**

The goal progress measures above will be monitored and presented to the WFISD 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 WFISD 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.

## **ADDENDUM A-5: School Attendance Zone**

The Attendance Zone for the School shall be defined as designated in the WFISD Map of School Attendance Zones below, found at



# Texas Partnerships Benefits Application

*For Texas Partnerships Benefits that begin in the 2025-2026 school year*

---



# TEXAS PARTNERSHIPS (SB 1882) BENEFITS APPLICATION

*For Texas Partnerships Benefits that begin in the 2025-2026 school year*

## Application Instructions

This document is the application for Texas Partnerships (SB 1882) benefits. For more information about Texas Partnerships, including a description of different types of partnerships, partnership benefits, eligibility requirements, and how TEA will evaluate applications, please download the Texas Partnerships Guide from the [Texas Partnerships website](#).

TEA will accept applications on a rolling basis, with two priority deadlines and one final deadline. Districts and proposed operating partners must also attend mandatory webinars, and districts must have their local charter authorizing board policy and their local campus application and scoring rubric approved prior to submitting the full benefits application package. Table 1, below, shows the timeline for application package submissions.

**Table 1. Application Timeline for Texas Partnerships Benefits**

Action	Date
District and proposed operating partner attend required Texas Partnerships Overview webinar	District and partner representatives will attend <u>one</u> of the following sessions: <ul style="list-style-type: none"> <li>July 16, 2024, 3-4:30p</li> <li>July 23, 2024, 9a-10:30a</li> <li>September 10, 2024, 3p-4:30p</li> <li>September 17, 2024, 9a-10:30a</li> </ul>
District and proposed operating partner attend required Texas Partnerships Performance Contract webinar	District and partner representatives will attend <u>one</u> of the following sessions: <ul style="list-style-type: none"> <li>July 17, 2024, 3p-4p</li> <li>July 24, 2024, 9a-10a</li> <li>September 11, 2024, 3p-4p</li> <li>September 18, 2024, 9a-10a</li> </ul>
District attends required Submitting a Successful Texas Partnerships Application webinar	District representative will attend <u>one</u> of the following sessions: <ul style="list-style-type: none"> <li>July 18, 2024, 3p-4p</li> <li>July 25, 2024, 9a-10a</li> <li>September 12, 2024, 3p-4p</li> <li>September 19, 2024, 9a-10a</li> </ul>
District submits non-binding mandatory Letter of Intent to Apply for Texas Partnerships Benefits <i>The deadline to submit the Letter of Intent is the same for all application due dates. TEA will not accept a Texas Partnerships Benefits Application Package from a district unless the</i>	No later than Friday, December 6, 2024, at 5 p.m. (Central Time)

<i>district has completed a Letter of Intent by the required deadline.</i>	
District submits locally-developed charter authorizing policy, local campus partner application, and/or local application scoring rubric OR notifies TEA that the district has adopted TEA models	No later than Friday, December 6, 2024, at 5 p.m. (Central Time), or no later than 5 working days prior to local campus application release (whichever date is earlier)
Texas Partnerships Benefits Application Package Priority Deadline 1 (For Charter School Grant Eligibility) <i>Districts must submit by this date for the campus/operator to be eligible to apply for a Charter School Program Start-Up Grant</i>	Monday, December 16, 2024, at 5 p.m. (Central Time) <i>TEA notifies district of eligibility (approval or request for additional information) no later than February 3, 2025)</i>
Texas Partnerships Benefits Application Package Priority Deadline 2 <i>Districts that submit by this date do not have to submit Attachment D: Pre-Opening Checklist and Implementation Plan</i>	Friday, January 31, 2025, at 5 p.m. (Central Time) <i>TEA notifies district of eligibility (approval or request for additional information) no later than March 28, 2025)</i>
Texas Partnerships Benefits Application Final Deadline <i>Districts that submit in February or March must include Attachment D: Pre-Opening Checklist and Implementation Plan with their application</i>	Monday, March 31, 2025, at 5 p.m. (Central Time) <i>TEA notifies district of eligibility (approval or request for additional information) no later than May 19, 2025)</i>

**A complete application includes the following documents.**

- Completed Texas Partnership Application Template (this document)
- Attachment A: Local Board-Approved Charter Authorizing Policy
- Attachment B1: Local Campus Partner Application (for each partnership school)
- Attachment B2: Local Campus Partner Application Evidence of Evaluation (for each partnership school)
- Attachment C: Partnership Performance Contract (for each partnership school)
- Attachment D: Pre-Opening Checklist and Implementation Plan (for each partnership school; only required if submitting after January 31, 2025)

**Districts can submit a single application for multiple partnership schools but must submit separate attachments B and C for each school.**

Please submit the completed application package to TEA using the following steps:

- Save this Partnership Application template as a PDF document titled with district name and document type (e.g., *District Name-Partnership Application*), and
- Please save required attachments as PDF documents. See application instructions for file naming convention.

- Email all files to [TXP@tea.texas.gov](mailto:TXP@tea.texas.gov) with the subject line as follows - [*Texas Partnerships Benefits Application Package District Name*].

## Specifications

- Applicants **must** submit proposals electronically and use the template provided.
- Only responses placed within the text boxes provided will be considered for evaluation activities.
- Late submissions will not be accepted.
- Submissions from districts that did not submit a letter of intent by December 6, 2024 will not be accepted.
- Submissions from districts that did not attend all required webinars will not be accepted.
- Submissions that include an operating partner that did not attend all required webinars will not be accepted.
- Submissions that include a partner that does not have a governing board of at least 3 members and at least one full time staff at the time the application package is submitted will not be accepted.

## District Information

District Name	Wichita Falls Independent School District
Superintendent Name	Dr. Donny Lee
Superintendent Email and Phone Number	dlee@wfid.net 940 235 1000
Primary District Point of Contact (if different from superintendent)	Debbie Dipprey, Executive Director of School Administration
Primary District Point of Contact Email and Phone Number (if different from superintendent)	ddipprey@wfid.net 940 235 1003
Submission Date	<a href="#">Click or tap here to enter text.</a>

## Operating Partner and Campus Information

Please complete the following information for each operating partner organization. Copy and paste the full table below if this application includes more than one operating partner.

<b>Name of Partner Organization: Third Future Schools</b>		
Authorizing statute for this partnership <sup>1</sup> : §12.0521		
<b>Primary Partner Contact Information</b>		
<b>Name:</b> Zach Craddock	<b>Role:</b> Superintendent of Schools	<b>Email:</b> zach.craddock@thirdfuture.org
<b>Eligible Organization:</b>		
<i>To be eligible for Texas Partnerships benefits, the district must contract with the governing body of an open-enrollment charter school (authorized by the state of Texas) or an entity that meets the criteria in TEC 12.101(a).</i>		
<b>Organization status:</b> Tax exempt organization under Section 501(c)(3)		
<b>Please describe how the district verified this organization's status:</b> WFISD utilized the IRS Tax Exempt Organization Search Tool to locate Third Future Schools – Texas determination letter dated 9/16/2020.		
<b>Operating Partner Board:</b>		
<i>Each operating partner organization must have at least 3 board members. Add rows as needed.</i>		
<b>Board Member Name</b>	<b>Position on the board</b>	<b>Email</b> <i>(Required for board president only)</i>
Conrad Coleman	TFS TX President	crad1998@yahoo.com
Dorothy Reyes	TFS TX Vice President	<a href="#">Click or tap here to enter text.</a>

<sup>1</sup> District boards may grant charters under Texas Education Code, Chapter 12, Subchapter C in the following ways:

- TEC 12.052: the board grants a charter to parents and teachers of a campus or campus program after receiving a petition from parents and teachers at the campus
- TEC 12.0521: the board grants a charter for a new campus or to an entity that has entered into contract with the district
- TEC 12.0522: the board grants a district charter to a campus (Enrollment at these campuses cannot exceed 15% of the district's total student enrollment unless the campus is a turnaround campus, is part of a feeder pattern of district charters, or the district receives a waiver from the agency. TEA will review attendance counts at fall snapshot to see if the district has exceeded the 15% threshold.)
- TEC 12.053: the board grants a charter to parents and teacher at two or more campuses for a cooperative charter program after receiving a petition from parents and teachers at the campus

Sarah Arrambide	TFS TX Director	Click or tap here to enter text.	
Martina Van Norden	TFS TX Director	Click or tap here to enter text.	
Blake Roach	TFS TX Director	Click or tap here to enter text.	
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	
<b>Campus Information:</b>			
<i>Provide the following information about the campus(es) this partner will manage. If this a new campus for which there is no CDCN, type "new" in the CDCN column. Add rows as needed if this partner will manage multiple campuses in the district.</i>			
<b>Campus Name:</b> Hirschi Middle School	<b>County District Campus Number:</b> 243905048	<b>Grade levels served in Year 1:</b> 6, 7 & 8	<b>Grade levels served at capacity:</b> 6, 7 & 8
<b>Operating Partner Staff Member(s) Responsible for Campus Management (including principal evaluation)<sup>2</sup>:</b> Zach Craddock			

### Turnaround Partnership Information

*Only required for districts seeking a pause in accountability sanctions under TEC 11.174(f)*

- 1. If any of the operating partners above will manage a turnaround campus (a campus whose most recent accountability rating was an F), please describe the operating partner’s prior experience managing campuses. Include how many campuses the partner managed, the number of years they have managed those campuses, and the organization’s track record of managing campuses to academic success or significantly improving the academic performance of the campuses.**

Third Future Schools manages seven campuses in Texas. Third Future Schools began managing Texas campuses in 2020 and has continued through the close of the 2025 school year. In partnership with Midland ISD beginning in 2020, Third Future Schools saw Sam Houston Collegiate prep improved from an F rating to a B rating in 2022. Ector County College Prep improved from an F to a B rating under the management of Third Future Schools which began in 2021. Mendez Middle School in Austin ISD entered partnership with Third Future Schools in 2022 and has improved from an F to B rating.

- 2. How did the district define a track record of academic success and/or significant improvement in academic outcomes?**

Hirschi Middle School has been identified as low-performing since 2016 as measured by state assessment. The district is seeking a partnership that will provide an academic program that will result not only in improved outcomes on state assessment but in terms of expanded learning opportunities for students. In reviewing the state assessment performance of campuses partnering with 3<sup>rd</sup> Future Schools, the district has identified a partner with a track record of success in moving low performing campuses to a high level of academic success.

- 3. Has this organization successfully turned a campus around in the past (i.e., improved campus performance from an unacceptable rating to an A, B, or C rating)? If yes, please describe. If no, please describe how the district evaluated the partner organization’s ability to successfully execute a turnaround strategy at the district campus.**

<sup>2</sup> If campus management staff has not yet been hired, enter the anticipated hire date. Texas Partnership benefits will not be awarded until TEA has received verification that the partner organization has hired this staff member. If campus management staff is currently employed by the district, the district must provide evidence (attach to this application) that this staff is:

- under contractual obligation with the operating partner board, and
- solely dedicated to planning the launch of the campus at the time of application for benefits.

Third Future Schools has demonstrated the capacity to serve as a Turnaround Partner.

					Current Rating
Sam Houston	Midland, TX	PreK-6	2020	F	C
Ector College Prep	Odessa, TX	6-8	2021	F	B
Mendez Middle School	Austin, TX	7-8	2022	F	B

## Charter Authorizing Policies and Practices

Districts seeking approval for partnership benefits must provide evidence of high-quality district charter authorizing policies and practices. Districts must submit their local, board-approved partnership authorizing policy as attachment A to this application. Districts must also respond to the questions below.

### Required:

- **Attachment A:** Local Charter Authorizing Policy (*as currently adopted by local district school board*). Districts are required to adopt TEA's Model Local Charter Authorizing Policy or a similar policy approved by TEA. If the district is not using the Model Local Charter Authorizing Policy, the district's policy must be approved before the agency (by December 4, 2023 or no later than 5 working days prior to local campus application release, whichever is earlier).
- **Respond to** questions in the Summary of Charter Authorization Policies and Practices below.

### Summary of Charter Authorizing Policies and Practices

All districts must respond to the following questions about their local authorizing policies and practices. All questions under each section must be addressed. **Answers must explain the contents of the district board policy or the performance contract; copy and pasting sections of the board policy or contract is insufficient.**

### Authorizing Mission and Core Vision

#### **1. Describe the mission and vision of the district's efforts to authorize new charter campuses and programs.**

The mission of Wichita Falls ISD is to equip students to become contributing member of their community. In seeking to authorize a new charter campus, the district seeks to improve student outcomes by closing achievement gaps in reading and mathematics through a culture of high expectations and personalized learning. In closing the existing achievement gaps, the district will ensure that all students are prepared for success in college and the workplace. Wichita Falls ISD also recognizes that all students have intrinsic value and the right and opportunity to receive a high-quality education in a safe and supportive environment. The district is seeking a partner that can build relationships among students, teachers, parents and the community. A shared commitment to the success of students at Hirschi Middle School among all stakeholders will be key to the needed improvement in academic outcomes. The stated vision of Wichita Falls ISD is Equipped Learners, Endless Possibilities. With the vision in mind, the district is seeking a partner that will provide students with unique, personalized opportunities to further enhance the educational experience that is middle school.

#### **2. Explain how work to authorize new charter campuses will focus on improving student learning, increasing choice, creating professional opportunities to attract teachers, establishing new forms of accountability, and encouraging innovative learning methods.**

Wichita Falls ISD will improve academic outcomes by ensuring that the operating partner has the autonomy to use innovative strategies to effect change on the campus. Authorizing a charter partner will improve student learning by providing a highly effective instruction model that is differentiated to meet the needs of all learners. An increased number of instructional minutes within the school day coupled with an extended school year will provide additional time to fill learning gaps. A high-quality curriculum aligned to state standards that is assessed with both formative and summative assessments will ensure that learners are afforded a challenging and engaging learning environment that supports immediate intervention and opportunities for re-teach and enrichment.

Providing professional development opportunities to attract and retain teachers will ensure that every **student** has the opportunity to learn with a highly skilled professional. The opportunity to participate in regularly scheduled professional development sessions that are designed to address areas of needed growth and enhance areas of strength, coupled with daily on-the-spot feedback will ensure that teachers learn and grow in their craft. Shared professional development will encourage innovative practice among teachers. Daily PLCs will allow teachers the opportunity to collaborate in designing instruction to ensure learner success. Daily PLCs will also afford staff with the opportunity to review assessment data to inform lesson planning and needed interventions.

Click or tap here to enter text.

**3. Explain how the district’s efforts to authorize new charter campuses will support the district’s broader strategy to improve student outcomes.**

In providing more opportunity for students at Hirschi Middle School the district will be able to ensure that students are prepared to take advantage of advanced academic programs and career preparation programs at the high school level. By ensuring that students are proficient in math and reading before entering high school, the district will improve graduation rates and enrollment in college or technical schools after graduation. Additionally, the district will improve instructional outcomes across all campuses by encouraging all district teachers to attend and implement strategies and best practice as demonstrated by the charter partner in open professional development sessions. Through the authorizing and monitoring process, district leaders will identify high yield strategies and practices that may be shared across the district to improve outcomes.

### **Commitment and Capacity**

**1. Describe the capacity and resources dedicated to the district’s charter authorizing process, including the evaluation, nomination, and ongoing monitoring of district charter campuses.**

Wichita Falls ISD identified Debbie Dipprey, Executive Director of School Administration, to lead the authorizing process. Mrs. Dipprey engaged in the TEA Authorizer On-Line Training the fall of 2024 and attended the TEA/NACSA TALA training in the spring of 2025 in preparation to lead the initiative. Members of the WFISD Senior Leadership Staff will also support the authorizing process. The Superintendent, Chief Financial Officer, and Associate Superintendent for Operations will contribute authorizing process, nomination of a partner, and evaluation of submitted proposals. This team will utilize the TEA Campus Application Rubric to evaluate submissions. The district will develop systems to ensure that progress all aspects of the partnership are monitored and evaluated in keeping with the Authorized Partner Contract. The district authorizing team, other district leaders, the Superintendent and the Board of Trustees will provide ongoing monitoring of the district charter campus to include student outcomes, campus operations, and financial stewardship.

**2. Identify the key members of the district’s leadership team by name and title and describe their individual and collective qualifications for authorizing, monitoring, and evaluating the district charter(s).**

Debbie Dipprey, Executive Director of School Administration: Mrs. Dipprey has served the district for 39 years and has served in her current role for 3 years. Mrs. Dipprey has served in various leadership roles within WFISD to include campus principal, Director of Secondary Curriculum, and DCIS. Her experience in

instructional supervision, policy development, leadership development and school improvement will allow her to identify, support and monitor an autonomous partner in improving academic outcomes.

Dr. Donny Lee, Superintendent of Schools: Dr. Lee has served as superintendent in the district for 3 years. He served as superintendent in Buna ISD prior to coming to WFISD. Dr. Lee possesses deep experience in overseeing all educational and operational domains required for successful charter governance. His visionary mindset supports innovative models of learning and school design. Dr. Lee poses the vision and skills necessary to effectively support an autonomous partner in the district.

Leah Horton, Chief Financial Officer: Mrs. Horton has served in the role of Chief Financial Officer since 2022. She is a certified public accountant with many years of experience in school finance. Mrs. Horton is the financial backbone of the district overseeing that all funding is used appropriately, efficiently and transparently. Her rigorous oversight will ensure that the charter operates with financial integrity and strategic alignment while supporting the autonomy of the partner school.

Scot Hafley, Assistant Superintendent for Operations: Mr. Hafley has served in his current role since the fall of 2024. He also served as Athletic Director in the district for many years. Mr. Hafley brings wealth of knowledge to the district in the areas of strategic design and logistics. He currently oversees 12 departments that directly support campuses. Mr. Hafley has expertise in policy and governance that will allow him to monitor and support a partner through the lens of school operations.

Together these district leaders will provide the expertise and experience required to authorize, monitor and evaluate a partner school. The group engaged in planning and contract review with attorney, Christine Badillo, representing Walsh Gallegos.

**3. Identify the district employee(s) that is/are fully dedicated to overseeing the authorizing and ongoing monitoring of in-district charters, including the date the employee(s) began in this role.**

Debbie Dipprey, Executive Director of School Administration is assigned responsibility for overseeing authorizing and ongoing monitoring of in-district charters. The WFISD leadership team as detailed in #2 above will assist with this responsibility in addition to other duties.

### Application and Review Process

**1. Describe the process for evaluating and awarding proposals submitted under TEC Chapter 12, Subchapter C. Please include a description of:**

- **the questions asked in the operator application (if the district used the TEA model application, please indicate in this section),**
- **the rubric used by the district’s review panel to evaluate partner applications, including how the district evaluated the operating partner’s academic model, the operator’s strengths and weaknesses and past academic performance, and**
- **the process the district used for conducting capacity interviews.**

In accordance with ELA (Local) Wichita Falls ISD use the TEA Model Application to identify Third Future Schools as a Turnaround partner. As the TEA approved Turnaround partner, Third Future Schools provided a comprehensive application providing information regarding the proposed academic model, partner Board and staff qualifications and operating and performance history. Third Future Schools submitted the

application on June 6, 2025. The authorizing committee reviewed the application on June 9, 2025. In preparation for a future partnership, a team from Wichita Falls ISD to include the Superintendent, Executive Director of School Administration and three members of the Board of Trustees visited a Third Future Schools campus in Midland, Texas. On June 6, 2025 the Wichita Falls ISD Board of Trustees met in closed session with Zach Craddock, Superintendent of Third Future Schools to discuss a potential partnership. On June 10, 2025 the Wichita Falls ISD Board of Trustees were provided information regarding 1882 Partnerships and approved a proposal to enter into the authorizing process. The authorizing team met to review the application and complete the TEA Model Local Campus Application Scoring Rubric. A capacity interview with Third Future Board members and staff was conducted on June 12, 2025. The authorizing team submitted a formal recommendation to enter into partnership with Third Future Schools to the Superintendent. The Superintendent recommended to the Board of Trustees the application seeking Texas Partner Benefits 1882 with identified partner, Third Future Schools on June 16, 2025. The application seeking Texas Partner Benefits 1882 with identified partner, Third Future Schools was approved by the WFSID Board of Trustees on June 16, 2025.

**2. Describe the process undertaken to provide opportunities for the public to learn about potential charter applications prior to approval decisions by the local board.**

In March of 2025 the WFISD Board of Trustees adopted ELA (local). Local media outlets were provided information regarding charter partnerships on June 10, 2025. Town Hall meetings for staff, families and the community led by Third Future Schools were held on June 11, 2025. Information regarding Third Future Schools was provided to all stakeholders via the district website. Stakeholder feedback was collected via the district website.

**3. Describe the process for communicating application evaluation criteria and approval/denial decisions, including the basis for such decisions, to charter applicants.**

Superintendent, Dr. Donny Lee contacted representatives from Third Future Schools on June 5th, 2025 to notify them that the authorizing team had recommended their application for acceptance and that the application would be formally submitted to the Board of Trustees for approval on June 16, 2025.

## **Oversight and Evaluation**

**1. Describe the relationship and key responsibilities between the school district board of trustees, the district administration, and the charter holder/operating partner.**

As per ELA(local).. 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.

The WFISD Board of Trustees will be responsible for approving or denying recommended applications for partnership, entering into a legally binding contract with the operating partner, monitoring of progress goals, placing the operating partner on probation or revoking the terms of the partnership.

The operating partner is responsible for meeting student outcome goals, performance measures, method and timelines. The operating will be responsible for autonomous management of the school as detailed in the contract agreement. Specific areas of responsibility of the operating partner include:

Administration

Teaching Staff

Health

Record Keeping

Staff Planning and Professional Development

Special Education Services

Dyslexia Services

ESL/Bilingual Services

GT Services

Homebound Services

The operating partner shall have initial, final and sole authority to remove district personnel. WFISD is responsible for ensuring the autonomy of the operating partner to manage the school and monitoring the attainment of performance goals.

**2. Describe the areas of autonomy and flexibility provided to charter campuses in the district. Specifically, identify district policies that will be identified in the performance contract as being applicable to the charter campus for which the campus could otherwise be exempt under TEC, Chapter 12, Subchapter C.**

ELA (local) is the only district policy which applies to the operating partner. The WFISD Board of Trustees shall support the operating partner's sole authority over the campus day-to-day operations and budget. The WFISD Board of Trustees shall recognize the Board of the operating partner as an autonomous entity with full authority and accountability for the campus performance and operations. The operating partner will have full and sole authority for school operations, curriculum and the academic program.

**3. Describe the district's process for routinely monitoring accountability and compliance, as defined in the charter contract. Include the frequency and timeline for all monitoring activities.**

Performance and financial outcomes as specified in the performance contract will be reported to the WFISD Board of Trustees at the middle of the year and at the end of the year. If needed a plan to address deficiencies will be provided at the time of reporting. Subsequent mid-year and end-of- year reports will address previous deficiencies. Reports will address progress regarding both long term and incremental performance goals, staffing, expenditures, and other data to demonstrate progress. WFISD reserves the right to monitor the operating partner performance and conduct site visits as needed.

**4. Outline any district data collection requirements, including a reporting schedule, site-visits, mandated assessments, and any required student-management system.**

The operating partner will report to the WFISD Board of Trustees twice annually. The report will include...

- Average Daily Attendance (goal to exceed prior years ADA)
- Actual Enrollment Information by campus and by student group
- Number of students issued disciplinary action resulting in ISS/OSS and DAEP placements.
- NWEA MAP assessment results – BOY, MOY, and EOY
- STAAR assessment results
- Audited balance sheet or Statement of Financial Position

- Audited Income Statement or Statement of Activities and Changes in Net Assets
- Audited Statement of Cash Flow
- Notes to the audited financial statements
- Charter School Board approved budget with enrollment targets
- Available funding and plan to address any negative budget variances
- Cash on hand to operate for a minimum for thirty days at the end of year three (only required for end of year three report)

## Revocation and Renewal

### **1. Describe the charter terms and evidence required for renewal of a charter agreement.**

Per ELA (local) 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.

At the end of each year, the district has the option to terminate the contract if the operating partner fails to meet academic performance goals set out in the contract. If the operating partner fails to meet any other contracted performance or financial goal, they will provide a corrective action plan to the district. The totality of information coupled with site visits and biannual reports will inform the renewal or nonrenewal decision.

### **2. Describe the criteria and a specific timeline for non-renewal of a charter agreement.**

Per ELA (local) The Board may choose not to renew a charter performance contract for any of the following reasons:

Failure to meet student performance standards or other obligations in the charter performance contract;

Failure to meet generally accepted accounting standards for fiscal management;

Violation of any provision of the contract or applicable state or federal law; or

Other reason as determined by the Board.

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.

If the operating partner meets the contracted student outcome goals, the district must hold a public hearing conducted in accordance with Chapter 551 of the Texas Government Code at least 30 days before the district takes action to non-renew the agreement.

If the operating partner fails to meet the contracted student outcome goals, the district shall not extend the agreement without a public hearing at least 30 days prior to the district action to extend or re-new the contract.

If there is a change to applicable law after the contract commences that may impact either party's ability to fulfil the contract, the district and the operating partner agree to negotiate in good faith within sixty days of the law changing.

**3. Describe the process for establishment of a closure protocol to be used in the event of non-renewal of a charter agreement.**

Per ELA (local) 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.

**4. Describe the criteria for revocation of a charter agreement.**

Per ELA (local) 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:

Persistent or serious violation of applicable state or federal law;

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

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

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

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

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

Multiple placements on probation as specified in the charter performance contract; or

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

**5. Describe the procedure and a specific timeline for revocation of a charter agreement.**

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

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.

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.

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.

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.

## Local Campus Partner Application and Evidence of Evaluation

Districts must submit this attachment for **each partnership school** under consideration for Partnership School benefits.

Districts must submit two items:

- **Attachment B1: Local Campus Partner Application:** The application that the partner organization completed and submitted to the district review panel for evaluation.
- **Attachment B2: Local Campus Partner Application Evidence of Evaluation:** The evidence that the district review panel thoroughly evaluates the proposal from the potential operator. This includes documents that demonstrate how the application was evaluated/scored, what areas needed to be addressed in the capacity interview, and notes from the capacity interview.

Attachments should be titled and ordered by partnership school/campus name. For example, a district submitting two partnerships for approval would title attachments as follows:

- Campus 1\_Attachment B1\_Local Campus Partner Application
- Campus 2\_Attachment B1\_Local Campus Partner Application
- Campus 1\_Attachment B2\_Local Campus Partner Application Evidence of Evaluation
- Campus 2\_Attachment B2\_Local Campus Partner Application Evidence of Evaluation

## Partnership Performance Contract

Districts must submit this attachment for **each partnership school** under consideration for Partnership School benefits.

**Attachment C: Partnership Performance Contract:** the board-approved contract between school district and partner organization to operate the partnership school.

Attachments should be titled and ordered by partnership school/campus name. For example, a district submitting two partnerships for approval would title attachments as follows:

- Campus 1\_Attachment C\_Partnership Performance Contract
- Campus 2\_Attachment C\_Partnership Performance Contract

## Partnership Assurances Documentation

The partnership assurances document serves as a commitment from the district superintendent and board of trustees that all proposed partnerships do not present a conflict of interest with the district and that the district has done its due diligence to ensure that each partner is capable of the work it has agreed to perform in the performance contract. TEA will monitor continued adherence to these assurances while the partnerships received Texas Partnership benefits.

*The Superintendent of the district shall initial each and all assurances within this document to confirm awareness and understanding of responsibilities established herein.*

### I. **Governance**

The district assures that the governing body of each operating partner is not and shall not be comprised of any members of the independent school district's board of trustees, the superintendent, or staff responsible for evaluating the partnership application or overseeing the performance contract.

The district assures that the majority of the governing body of each operating partner is not comprised of district staff.

The district assures that no member of the governing body of each partner will be related within the first degree of affinity or consanguinity with any members of the independent school district's board of trustees, the superintendent, or staff responsible for granting the charter or contract to partner to operate or overseeing the performance contract.

The district assures that all members of the governing body of each operating partner have passed and will continually pass the district's conflict of interest checks.

The district assures that the district has not appointed a majority of the members of the governing board of each operating partner.

The district assures that the governing body of the operating partner will participate in board governance training provided by TEA, or a vendor recommended by TEA.

The district assures that it will submit the names and background information for all partner board members to the agency annually.

### II. **Performance Contract**

The district assures that the district and each proposed operating partner meet the requirements to contract to partner to operate, as outlined in TAC §97.1075 (relating to Contracting to Partner to Operate a Campus under Texas Education Code, §11.174, as amended).

The district assures that the district is aware that to maintain benefits eligibility, the performance contract must meet the eligibility requirements described in this application and all

statutory requirements for the duration of the partnership, and that all performance contract amendments must be submitted to the agency within 30 days.

**III. Authorizing Policies and Practices**

The district assures that it will continuously meet the requirements to authorize an operating partner, as outlined in TAC §97.1079 (relating to Determination Processes and Criteria for Eligible Entity Approval under Texas Education Code §11.174, as amended).

The district assures that it will not authorize performance contracts to partner to operate a campus that are contingent upon overall campus academic performance ratings, or the receipt of additional funding relate to TEC §11.174.

**IV. Operating Partner Capacity**

The district assures that each operating partner has reasonable staff capacity, including at least one full-time equivalent employee in place at the time this application is submitted, necessary to oversee the operation of the campus(s).

*I, the undersigned, hereby certify that the district has authorized me to provide these assurances as noted by my initials on this and all previous pages.*

\_\_\_\_\_  
Printed Name of District Superintendent

\_\_\_\_\_  
Printed Name of President (Board of Trustees)

\_\_\_\_\_  
Signature of District Superintendent

\_\_\_\_\_  
Signature of President (Board of Trustees)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# **Wichita Falls Independent School District**

## **Local Campus Partner Application**

**June, 2025**

## Introduction

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

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

## Charter Application Eligibility

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

- Meets the eligibility requirements for a Campus charter or Program charter set forth in TEC §12.0522
- Follows the application process established by the District
- Provides evidence to the Board that the applicant will comply with the statutory and District requirements for a campus charter or program charter
- Is willing to serve all Hirschi MS students in accordance with District policy and responds to community interests for the school
- Meets the following specific requirements:
  - A. Staffing: The school leader will be an employee of the operating partner. All other staff will be employees of Third Future Schools.
  - B. Facility: The school will have access to the current Hirschi MS facility free of charge. Any substantial improvements to the facility will be the responsibility of Wichita Falls ISD.
  - C. Budget: The school is able to be sustainable within state funding, including 1882 benefits, without additional district subsidy
  - D. Enrollment: The operating partner will serve all students in compliance with District policy, including current Hirschi MS students who choose to remain at the school. The operator will be responsible for student recruitment.
  - E. Be In Good Standing: Because Wichita Falls ISD is seeking a turnaround partnership operator, the selected operator should be an existing operator in “Good Standing” as defined by TEA to be eligible for 1882 benefits. TEA defines this as follows: *“To meet the state’s definition for “good standing,” the partner must have at least three years of experience operating a Texas charter school and received acceptable academic and financial accountability ratings for the three preceding school years. In addition, the partner may not be associated with a charter that has been revoked.”*<sup>1</sup>

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

---

<sup>1</sup> <https://txpartnerships.org/about-texas-partnerships/>

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

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

## Charter Application Process Overview

The application process shall include:

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

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

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

## 2024 Request for Applications Timeline

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

### Applicant Types

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

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

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

**New Partners** – Partners that have not previously operated campuses

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

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

## Instructions

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

### Components of the Proposal

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

### Specifications

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

## Attachments

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

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

## Applicant Code of Conduct

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

Specifically, charter school applicants shall not:

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

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

## Public Disclosure

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

**[Third Future Schools]**

**Request for Applications for Subchapter  
C Charters**

## Applicant Information

<b>Name of Applicant Organization</b>	Third Future Schools
<b>Primary Contact Person</b>	Zach Craddock
<b>Mailing Address</b>	431 North Sable Blvd, Aurora, Colorado 80011
<b>Phone Number</b>	719 963 6620
<b>Email</b>	Zach.craddock@thirdfuture.org

Names, current jobs and employers, and proposed roles of all persons on applicant team (*Add lines as needed*)

Full Name	Current Job Title and Employer	Position with Proposed School
Jessica Lopez	Chief of Staff, TFS	Operations, leadership, facilities, scheduling, tech, etc.
Dr. Shirley Miles	Chief of Schools, TFS	Leadership, instruction, evaluations, curriculum, administrative coaching, action plans, etc.
Hector Santiago	CFO, TFS	Financial planning, A/P, Payroll, Grant management, etc.

**We plan to apply as a(n):**

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

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

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

Yes

No

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

State	Authorizer	School Name	Year Operation Began	Most Recent School Rating
Colorado	Colorado Charter School Institute	Academy of Advanced Learning	2017	Performance, A
Colorado	Colorado Charter School Institute	Coperni 3	2019	Performance, A
Texas	Midland ISD	Sam Houston Collegiate	2020	B, 2022



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

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

Yes

No

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

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

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

Yes

No

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

Planned School Name	City	State	Opening Date
TBD	TBD	LA	TBD
TBD	TBD	TX	TBD

Was this application completed by the operating partner and without assistance from the district or a district assigned vendor?

Yes

No

## School Information

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

Proposed School / Campus Name	Opening Year	Grades: Year 1	Grades: At Capacity
Hirschi Middle School	2025-2026	6-8	6-8
<b>Proposed Location</b>			
<b>School District: Wichita Falls ISD</b>	Wichita Falls ISD, 1104 Broad St. Wichita Fall, TX 76301		
<b>Address of Identified Facility</b> <i>M</i>	Hirschi Middle School, 3106 Borton Wichita Falls, TX 76306		
<b>Projected Student Enrollment Number</b>		700	
<b>Projected Demographic Information</b>	<b>% EcoDis:</b> 82.4	<b>% SpEd:</b> 18.1	<b>% EL:</b> 60?
<b>Model / Specialty</b> ( <i>Check all that apply</i> )			
<input type="checkbox"/> Alternative	<input type="checkbox"/> Career / Technical Ed.	<input type="checkbox"/> Military	<input type="checkbox"/> Montessori
<input type="checkbox"/> Arts	<input type="checkbox"/> College Prep	<input type="checkbox"/> Language Immersion	<input type="checkbox"/> STEM
<input type="checkbox"/> Blended Learning	<input type="checkbox"/> Other ( <i>list</i> ): Personalized learning and differentiated instruction	<input type="checkbox"/> Disability ( <i>list</i> ):	

<b>Name of Proposed Principal</b>	Mr. Makenzie Vandiver
-----------------------------------	-----------------------

## Section 1 - School Overview

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

### Executive Summary

(Limit: 4 Pages)

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

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

The vision of Third Future Schools is founded on recognizing that the Year 2035 workplace will require proficiency in the areas of critical thinking, information literacy, computer programming, communication skills, statistics, and learning how to learn— subjects focused on how to think rather than what to think. “Third Future Schools prepares students for college and the modern workplace. Through personalized learning with a focus on critical thinking skills, our schools close achievement gaps and allows every student to reach his/her potential.” Third Future Schools’ mission and culture are focused on building a high-performance and caring culture that has high expectations and where the main instructional delivery model is personalized learning. “A team of dedicated teachers and leaders, working in a high-performance and caring culture, maintains an intense focus on academic achievement and performance outcomes. Students find success and are engaged through personalized learning, which allows students to work at their own pace and learn in a way suited to their strengths. Third Future Schools holds high expectations for students and staff and believes that everyone can create their future.”

2. **Educational Need and Anticipated Student Population. Describe the anticipated student population, students anticipated educational needs, and non-academic challenges the school is likely to encounter. Describe the rationale for selecting the location and targeting this student population.**

Our students’ anticipated needs include but are not limited to closing achievement gaps and substantially increasing student proficiency in all core subjects; both of which TFS-TX has proven success. WFISD’s student population demographics mirror our TFS schools in Colorado and in Texas. Currently, in Texas, we serve students through an 1882 partnership with Midland ISD as a turnaround partner for Sam Houston Collegiate Preparatory Elementary School. We serve a population primarily comprised of students who qualify for FRL and are English Language Learners with unique challenges with which we are familiar and successful in supporting. TFS-TX is also operating with Austin ISD serving Mendez MS.

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

Our instructional model (entitled LSAE) was designed to specifically narrow achievement gaps. It combines direct instruction with highly differentiated lessons and assignments. All students receive grade-level, direct instruction for the first 40 to 45 minutes of a 90-minute class. This is important because many students in struggling schools rarely receive grade-level activities or assignments. After direct instruction, students take a “demonstration of learning” (DOL) and are then divided into four groups. The “learners (L),” who need more time with the specific objective for that class that day, stay with the teacher and receive more guided instruction and practice. The students who are “securing (S1)” their learning and who need more practice at a slightly higher-level, work on a different activity in the classroom. Students who have “secured (S2)” their learning, work on an activity or assignment that is yet more challenging for them. The “accelerated (A)” student receives an even more rigorous assignment. The “secured” and “accelerated” students work in a “team center” outside of the classroom, where learning coaches assist them during the remainder of that class period. This model has proven to significantly narrow achievement gaps for all students who are behind academically, including students challenged by language barriers.

We believe students need to be proficient in Year 2035 competencies to better prepare them for a fundamentally different workplace and world. We call the acquisition of knowledge, perspective, and experiences the Dyad Concept. As a result of this systemic change, all students take an Art of Thinking course, and we collaborate with the community to provide students with key, relevant experiences that add to their understanding of their interests, varying perspectives, and the world. Community members provide instruction in piano, photography, filmmaking, cycling, health and fitness, yoga, Karate, and many others. In addition, students complete a list of requirements that include participation in a team sport, engaging in the performance arts, community service, and travel out of state or out of country.

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

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

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

# Enrollment Summary

(Limit: 2 Pages)

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

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

Grade Level	Number of Students					
	Year 1 2025	Year 2 2026	Year 3 2027	Year 4 2028	Year 5 2029	At Capacity 2030
6	216	216	216	216	216	216
7	216	216	216	216	216	216
8	216	216	216	216	216	216
<b>TOTAL</b>	216	216	216	216	216	216

2. Briefly describe the rationale for the number of students and grade levels served in Year 1 and the basis for the growth plan as outlined in the table.

Hirschi Middle School currently serves three grades - 6th, 7th, and 8th grades. Wichita Falls ISD is growing rapidly and coupled with Third Future’s past experiences in seeing an increase in enrollment on all campuses in years one, two and three, we are budgeting for 700 students. With conservative estimates, we anticipate increasing enrollment by 25 students in each grade annually and leveling off in year four. We would need to confirm with the District, but we would likely be at capacity in the building by year four. Please note, enrollment can be adjusted when more data is available from the campus. With respect to our growth plan, Third Future uses a host of student recruitment approaches that take place throughout the school year with heavy pushes scheduled strategically from February through October. TFS utilizes community walks and events with flyers distributed by team members on scheduled walks. Phone calls are made to prospective families and recruitment events. Regularly scheduled community events include bar-b-que cookouts that allow families to meet administrators, register students, obtain school shirts, and learn more about the model. TFS also uses social media platforms such as Facebook and X (Twitter). Constant Contact is our listserv tool for email marketing campaigns. TFS staff conduct phone banks for families to check in, register, and answer questions. All these activities are necessary to maintain our high levels of engagement with families and have proven successful in consistently increasing enrollment across the Network.

## Section 2 – Educational Program

*A strong Educational Program is coherent and aligned with the school’s mission and vision, Operations Plan, and Financial Plan.*

### Curriculum and Instructional Design

#### 1. **Provide the following:**

- a. **A curriculum aligned to state standards that includes a scope and sequence for each grade level and/or content area to be used at the school(s):**

As with most struggling campuses, the students at Hirschi Middle School are challenged by poverty and language barriers. The students are behind academically, and the achievement gap continues to plague the school. Our instructional model is designed to accelerate academic growth (1.6 times the growth of the average student in the U.S. each year) and thus significantly narrow the achievement gap over time.

Our LSAE model (described above) provides students who are behind more time with guided assignments and students who are at grade level are challenged. LSAE combines direct instruction with highly differentiated and more personalized learning.

The demonstrations of learning (DOL) ensure that student knowledge is assessed every period every day and is at grade level. Teachers analyze these data every Thursday during PLC and determine the students’ academic level and progress for the week. “Extended LSAE” on Fridays, further helps remediate students or extend their learning. Progress is also monitored using IXL and the NWEA MAPs assessments. Lesson objectives and demonstrations of learning are closely aligned with the Texas Essential Knowledge and Skills (TEKS). All teachers have an instructional calendar that breaks out the TEKS by month, providing for a tight scope and sequence for the teachers’ lessons.

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

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

- b. **A plan and calendar for providing ongoing professional development to all instructional staff at the campus related to implementation of curriculum and instructional materials:**

Apart from on-the-job coaching, all teachers and learning coaches attend seventeen (17) professional development days. Nine of those days take place before the start of school

during orientation and the remaining eight days take place during the school year (students do not attend on those days). The Superintendent, Chief of Schools, and Directors conduct the training during the nine PD days prior to the start of school. Professional development is made more effective because most of the topics are tied to quality instruction and the teacher evaluation system - 40 percent of which is connected to the quality of instruction.

**A framework for instructional design and strategies that:**

- **reflect the needs of the school’s target population,**
- **ensure all students meet or exceed the expectations of Texas state standards, and**
- **promote critical-thinking skills.**

The unique LSAE design is also supported by other tried and true practices such as:

- teacher effectiveness being monitored and coached daily,
- more relevant time on task– 184 student-teacher contact days; 90-minute classes in math and reading; a longer school day, and
- requirements for a minimum 500 words of text in each LSAE assignment or word problems in math; students annotating while they read; and the use of multiple response strategies.

The other half of our design model centers around the Dyad Concept. The Dyad Concept is the acquisition of knowledge, perspective, and experiences. It is premised on the notion that a well-rounded education includes knowledge and skills gained from disciplines other than the traditional core subjects and that a person’s experiences provide context for perspective and critical thinking.

Hirschi Middle School students will take the BOY, MOY, and EOY NWEA MAP assessments in reading, math, and science. We take the beginning-of-year test in August; the middle of year test in December; and the end of year test in May. These are nationally normed tests and will help us monitor our progress during the year and help compare our academic growth to students across the nation. We analyze academic growth relative to the average growth a student in the United States demonstrates by mid-year and end-of-year.

**c. A plan to identify and serve students with learning gaps:**

Our model addresses perhaps the most problematic aspect of instruction in public schools: the absence of grade level instruction for all students. Our instructional model is essentially a model that differentiates instruction for a given objective and that provides different strategies and support for students who are still learning the objective, securing their knowledge and understanding, accelerated, or at a point where they can move to a topic that more closely aligns with their interests.

We also have ELD teachers who supplement (not replace) the classroom instruction. Depending upon the academic need and a student’s scores on the demonstrations of learning or assessments such as DIBELS/TELPAS, that student may be provided reading interventionist support or sessions with an ELD teacher. These sessions are pull-out and take place during the second half of Art of Thinking or ELA

class (that way the student still gets grade-level instruction during the first half of class). Special Education students and those qualifying for 504s have a much more tailored experience based on their IEPs and 504s. All special education students spend time in the general education classroom and are given access to grade-level instruction. They then receive additional services based on their IEPs and 504s.

**d. A plan to maximize instructional time:**

Third Future maximizes the use of instructional time. If approved by the District, Hirschi Middle School's first day of school will be on August 4, 2025. The last day for students will be May 30, 2026. This will provide our students with 184 student-teacher contact days. We will also provide a four-week "Fifth Quarter" from June 23 through July 18, 2025. This fifth quarter is voluntary, but will allow hundreds of students with additional opportunities to narrow gaps or to be enriched. Our students will spend 7.5 hours a day in instruction. We plan to follow the current schedule of an 8:00 a.m. start and a 4:00 p.m. close. Keep in mind that our doors will open at 6:30 a.m. and close at 5:00 p.m.

**e. A justification for the proposed educational program based in research, theory, and/or experience, including why it is likely to be effective for the anticipated student population:**

In most struggling schools, assignments are "watered-down," and expectations are lowered. The Opportunity Myth published by The New Teacher Project (TNTP) in September 2018 revealed that "4 out of 10 classrooms with a majority of students of color never received a single grade-level assignment." That is why we start with 40 to 45 minutes of grade-level instruction for all students for every class, every day. Teachers use appropriate scaffolding, but the main content is at grade level.

Regarding the Dyad Concept, there is a growing number of businesses and educational organizations making the case for teaching different skills that will figure prominently in the future workplace (in addition to and not a replacement for reading and math skills). In a McKinsey and Company report from December 2017 entitled *Jobs Lost, Jobs Gained: Workforce Transitions in a Time of Automation*, the renowned economic analysis firm noted that "Workers of the future will spend more time on activities that machines are less capable of, such as managing people, applying expertise, and communicating with others. They will spend less time on predictable physical activities, and on collecting and processing data, where machines already exceed human performance." They added that "the skills and capabilities required will also shift, requiring more social and emotional skills, and more advanced cognitive capabilities, such as logical reasoning and creativity." More recently, in October 2021, an American Succeeds report, *The High Demand for Durable Skills*, reinforced the belief that students need additional skills: "In an era when technical skills are evolving at an unprecedented pace, there is an important set of durable soft skills that last a lifetime and power entire careers. Durable skills are a combination of how you use what you know - skills like critical thinking, communication, collaboration, and creativity, as well as character skills like fortitude, growth mindset, and leadership. Regardless of an individual's pathway, educational attainment level, or geography, durable skills are in high demand by employers."

Our Dyad Concept, including the Art of Thinking classes, is designed to prepare students for a fundamentally different world and workplace - the one being described by McKinsey, America Succeeds, and others. Even if we significantly narrow the achievement gap for our students, they may be facing yet another gap: the Year 2035 competencies gap. We plan to

help the Hirschi students with both gaps.

The other core strategy in our education program is differentiation. The research base for this strategy is also well-developed. Research on differentiation shows that this method benefits students with varying degrees of academic abilities from those with learning disabilities to those who are advanced. Carol Ann Tomlinson is known for her work in differentiation and provides strong evidence of its effectiveness in *How to Differentiate Instruction in Academically Diverse Classrooms* (Tomlinson, ASCD, 2017). Tomlinson and David Sousa also showed how neuroscience supports this educational program in *Differentiation and the Brain* (Sousa and Tomlinson, Solution Tree Progress, 2011). Our program will support students at Hirschi MS who are in classrooms where the range of academic abilities varies.

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

## Special Populations and At-Risk Students

### 2. Provide the following:

**a. An explanation of evidence from which the projection of anticipated special populations was derived:**

Anticipated special population numbers were provided by the TEA website.

**b. An explanation of the organization's experience in, understanding of, and capacity to fulfill state and federal obligations and requirements pertaining to students with disabilities, emergent bilingual students, and students identified as intellectually gifted:**

The administration of Hirschi Middle School will meet the needs of all students with disabilities and comply with all regulations of the IDEA and Texas law, specifically the Texas Administrative Code (TAC), Title 19, Chapter 89. We would like to work in close partnership with the District in all special education areas. We have on staff a Special Programs Director to ensure we comply with District policy and State regulations. Additionally, Zach Craddock, Superintendent, served as the Director of Special Services for a district in Colorado and more recently has been working with our 1882 partners in Texas for three years. He will provide additional expertise with regard to meeting the needs of Special Education, ELL, and gifted students. We have processes in place to meet the needs of our special populations in our eight Texas schools and will follow similar processes at Hirschi Middle School.

We will hire licensed special education teachers who can provide the services outlined in the student's IEPs and 504s. Hirschi Middle School will be staffed to appropriately meet all direct services minutes. All special education teachers will be licensed by Texas and hold the special education generalist certification. We will ensure we identify a strong and effective admission, review, and if appropriate, individualized education program (IEP) and placement. Full individual and initial general education referral and screening system.

Our budget starts with three full-time special education teachers, but we will make budget adjustments should additional support be required. We will also work with the District to obtain contractual services for related services. This includes speech, OT, PT, mental health services, school psychologist/social work, audiology, cognitive testing, and assistive technology- to include direct and indirect services with stated related services. All related service minutes, to include direct and indirect services, will be met by licensed and credentialed staff in

accordance with the IEP that the ARD establishes.

As with special needs students, the school will work closely with Wichita Falls ISD to support English Language Learners. We will use the home language survey that the District uses for all new students enrolling in our school. We will ensure we have a language proficiency assessment committee formed in accordance with the Texas Administrative Code (TAC), Title 19, Chapter 89, subchapter BB, section 32 1220. Students who are already identified as gifted will continue to hold that moniker until and unless formally exited from the gifted program. We will use the District assessment to identify new gifted and talented students and will abide by District policies and regulations.

**c. A plan for providing services to students with special needs, including how you ensure these students:**

- **are appropriately identified,**
- **are served in the least-restrictive environment possible,**
- **have appropriate access to the general education curriculum and schoolwide educational, extra-curricular, and culture-building activities in ways that support their development,**
- **receive required and appropriate support services as outlined in their Individualized Education Plans and 504 plans, and**
- **participate in standardized testing.**

Third Future will comply with all regulations of the IDEA and Texas laws, specifically the Texas Administrative Code (TAC), Title 19, Chapter 89. We would like to work in close partnership with the District in all special education areas. The TFS Network will support the school leadership to ensure we comply with District policy and State regulations. Third Future consistently meets the requirements of Texas House Bill 4545 for students who do not pass the STAAR reading exam. Many of our SPED and ELL students will need to have individual learning plans revised as a result.

We will hire licensed special education teachers who can provide the services outlined in the students' IEPs and 504s. Hirschi Middle School will be staffed to appropriately meet all direct services minutes. All special education teachers will be licensed by Texas and hold the special education generalist certification. We will identify a strong and effective admission, review, and dismissal (ARD) committee to make decisions regarding a student's initial eligibility determination and, if appropriate, individualized education program (IEP) and placement. Full individual and initial evaluations will be conducted pursuant to the TAC, and the school will follow Wichita Falls ISD's general education referral and screening system. We will also work with the District to obtain contractual services for related services. This includes speech, OT, PT, mental health services, school psychologist/social work, audiology, cognitive testing, and assistive technology-to include direct and indirect services with stated related services. All related service minutes, to include direct and indirect services, will be met by licensed and credentialed staff in accordance with the IEP that the ARD establishes.

We intend to integrate students with disabilities into the fabric of everyday school life and the school's personalized learning model. We believe that with meaningful inclusion in high-quality programs where students are provided with individualized and appropriate support, holding high expectations, and using evidence-based services

(Multi-Tiered System of Supports), children with disabilities can reach their full potential.

Hirschi Middle School's students will be placed in the least restrictive environment and participate in the Dyad program to ensure access to perspectives and experiences. Students with special needs participate in standardized testing including STAAR. Hirschi Middle School will not discriminate based on eligibility category but instead look at each student's individual need (IEP) and determine the best course of action and services.

It is also our intention to build a culture of inclusion from the "ground up." While building a culture of inclusion must be supported by empirical and legal foundations, it will also require a community-based approach-- one that brings families, advocates, developmental specialists, early childhood programs, schools, and District leaders together. In addition, building a culture of inclusion within the school requires a strong partnership between the general education teachers and the special education teachers.

Students who need additional interventions will receive instruction and supports from our reading interventionist and ELD interventionists. If a student with learning gaps is also a special education student, we will ensure the IEP and/or student learning plan includes narrowing learning gaps. Each of our SPED teachers will have a support teacher, who will help with the administrative requirements so that the SPED teacher may focus on providing services including strong instructional support.

**d. A plan for providing services to emergent bilingual students, including:**

- **methods for appropriate identification,**
- **specific instructional programs, practices, and strategies the school will employ to ensure academic success and equitable access to the general education curriculum and core academic program for these students,**
- **plans for monitoring and evaluating student progress and success and for exiting them from services, and**
- **a plan for including emergent bilingual students in standardized testing and schoolwide educational, extra-curricular, and culture-building activities.**

According to TEA data, 45.4 percent of Hirschi Middle School students are English Language Learners and approximately 18 percent of the students receive special education services. Our first task will be to ensure that we do not buy into the "soft bigotry of low expectations." Thus, we will integrate our special populations into the rigorous instructional model and the school's personalized learning model.

We believe that with meaningful inclusion in high-quality programs where students are provided with individualized and appropriate support, holding high expectations, and using evidence-based services (Multi-Tiered System of Supports), children with disabilities and those challenged by language barriers can reach their full potential. Then we provide highly differentiated lesson activities and assignments so that students with learning gaps in a particular area receive more time and guidance, including direct instruction, from the teacher.

If a student with learning gaps is also a special education student, we will ensure

the IEP and/or student learning plan includes narrowing learning gaps. Each of our SPED teachers will have a support teacher, who will help with the administrative requirements so that the SPED teacher may focus on providing services including strong instructional support. The model also strengthens the traditional MTSS approach. Student academic deficiencies or “learning gaps” are identified immediately in every core class because of the daily demonstration of learning and analyzed again in the weekly Professional Learning Community (PLC) held each Thursday.

- e. **A plan for providing services to students identified as intellectually gifted, including:**
- **methods for appropriate identification of students**
  - **the specific instructional programs, practices, and strategies the school will employ**

We would like to partner with Wichita Falls ISD to serve gifted and talented students. Students who are already identified as gifted will continue to hold that moniker until and unless formally exited from the gifted program. We will use the District assessment to identify new gifted and talented students and will abide by District policies and regulations. We will also identify gifted students after the start of the school year once we receive results from our beginning-of-year assessments, NWEA MAP exams.

Per the Texas State Plan for gifted students, prior to assignment in the program, teachers who provide instruction and services that are a part of the program for gifted students will have a minimum of 30 hours of staff development that includes nature and needs of gifted/talented students, assessing student needs, and curriculum and instruction for gifted students. Administrators will also receive training in gifted education that includes the nature and needs of gifted/talented students and program options. In any case, a gifted student’s program will be personalized and developed in conjunction with the student and parents.

## **Student Recruitment and Enrollment**

### **3. Provide the following:**

- a. **A student recruitment and marketing plan.**
- **What is the timeline for implementation of this plan?**
  - **How will you ensure all interested students and families, including those in poverty, students who have struggled academically, students with disabilities, and other youth at risk of academic failure, are equally included in this plan?**

We will work in partnership with Wichita Falls ISD to enroll students at Hirschi Middle School. Hirschi Middle School will enroll students from the attendance zone established by the District. Our intent is to serve the students in the community and give priority to the current Hirschi MS families. We will accept students from outside the attendance area if we have space. In the 2025-2026 school year, Hirschi Middle School enrolled 650

6th, 7th, and 8th graders. As soon as the District gives us the greenlight to advertise, we will host a series of town hall meetings to explain how we will raise achievement and provide numerous opportunities with our Dyad classes. Our town hall meetings will be conducted both in-person and via Zoom with a Spanish translator participating. We will also conduct community walks and pass out flyers. Marketing via Constant Contact will also be a part of our communications plan to recruit students. Recruitment for the following year (2026-2027 school year) will begin as soon as Third Future Schools begins to operate Hirschi MS or we are given approval from the district. The key will be to prove to our community that their students can thrive at our school.

- b. **As Attachment 2, an Enrollment Policy that complies with state law, includes a description of the lottery process if more students choose to enroll at the campus than can be accommodated, and that ensures the school will be open to all eligible students.**
  
- c. **Attachment 2 included?**  YES  NO

## School Culture and Discipline

### 4. Provide the following:

- a. **A vision for school culture or ethos that will promote high expectations, a positive and safe academic environment, and shared ownership of intellectual and social development for all students, including students served in special education, emergent bilingual students, and students at risk of academic failure:**

The culture and climate center on our Core Beliefs, the first two of which are 1) all students can learn and reach his or her potential and 2) effective teachers make the most difference in student academic performance. How these Core Beliefs manifest themselves in the day-to-day behaviors of staff and students starts the agenda of every professional development. They are also integrated in our action plans and climate surveys. As we do throughout our Network, we will build a high-performance culture at Hirschi Middle School. The development of our high-performance culture starts with the recruitment process and the employee contract that outlines the school's beliefs, values, priorities, and expectations.

- b. **A plan for establishing the intended culture for students, teachers, administrators, and parents from the first day of school and throughout the school year and proposed mechanisms for monitoring and maintaining campus climate:**

A targeted plan for establishing the intended culture for students, teachers, administrators, and parental engagement will be created with the unique needs of Hirschi MS. Within three weeks before or after the start of school, Hirschi MS staff will engage every family to discuss their child's learning profile and to develop the Student Learning Plan. In this way, the parents will be more engaged in their child's performance at school from the very start. The teachers will communicate with parents when students are not making sufficient progress on their SLP or if the SLP needs to be adjusted. Hirschi's schedule and calendar will also strengthen

the partnership with families. Our flexible morning schedule (we open at 6:30 a.m.) is designed to support parents and caters to their unique work schedule or transportation situation. Our three parent-teacher conferences will also be conducted in a way that caters to our parents' work schedules. Each set of conferences will take place over three days and two evenings. Parents will be able to sign up for a time that fits their schedule. School will still be in session so students will not lose instructional time and will be available to attend the conference with the parents and teacher.

Our student habits of success program is another way Hirschi will strengthen the school-family partnership. We will invite selected parents to our monthly celebrations to recognize students who have demonstrated their habits of success or strong academic growth. We will also hold an academic awards assembly in January and May of 2026.

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

There is no requirement for parents to volunteer at the school. We recognize that many of our parents will not be in a position to volunteer. We, however, will encourage parents to volunteer and will keep an updated list of specific ways parents can help at the school. The most significant would be to serve on the Parent Advisory Committee (PAC). The PAC will have tremendous ability to provide input and shape the operations of the school to better engage parents and support the school-parent partnership. Hirschi will also administer an annual parent survey. The principal will be responsible for administering the survey, compiling results and analyzing the results. The first survey will be taken in May of 2026. The Superintendent and school leadership will use the results to improve school-family relations for the following year.

**d. A system of proactive and responsive student support services (e.g., counseling, mentoring, external service referrals) to meet student needs:**

Our system of proactive and responsive student support services includes contracting for counseling services and incorporating tiered supports for students such as small group counseling or external referrals. We will work closely with the district on the well-being of students and provide any wrap-around services available.

Hirschi MS will partner with community organizations to support after-school activities, mentoring and tutoring services, wrap-around services, and other resources to help our students' success. We will partner with parents to develop individualized learning plans and to help parents monitor the progress of their child in meeting clearly defined outcomes. In conjunction with our proactive and responsive student support services, the TFS approach to making our school safe involves:

- establishing clear and high behavioral expectations for conduct and behavior,
- promoting positive student behavior,
- preventing inappropriate behavior (habits of success),
- ensure consistency and equitable treatment for all students,
- providing early and ongoing interventions, and
- Practicing progressive discipline by addressing inappropriate behavior with appropriate consequences.

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

Click or tap here to enter text.

**Attachment 3 included?**  YES  NO

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

Please see Attachment 3- TFS Discipline Policy.

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

Discipline referrals and interventions will be tracked using the District’s student information system, which we will adopt. Currently we are in the process of implementing three new SISs in Texas and Louisiana. If the District prefers us to have a separate system, we will most likely use Infinite Campus or PowerSchool that will help us keep track of discipline data and assist us in analyzing trends or concerns with groups of students which will allow us to improve how we are supporting students to grow and maintain a positive school climate.

## Assessment and Evaluation

### 5. Provide the following:

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

Annual academic student performance goals: Hirschi Middle School will be focused on academic achievement and understands that student academic success, including closing the achievement gap, is one of our two foundational missions (the other is preparing students for a Year 2035 workplace and world). The following academic performance metrics will drive our work:

1) Hirschi Middle School will achieve an overall score of over 70 on the 2024-2025 School Report Card of the State accountability system.

a) The “School Progress” score will be over 70

b) The “Closing the Gap” score will be over 70

2) In the 2025-2026 school year, Hirschi MS students will grow 1.7 times the average U.S. growth in reading as measured by the NWEA MAP assessment and using the mean RIT score for each grade.

- b. **A plan to implement and interpret interim assessments that measure academic progress – of individual students and student cohorts – throughout the school year:**

Monitoring progress: To achieve our academic goals, all students will be assessed in the NWEA MAPs tests in reading, math, and science. All students will take the NWEA MAP beginning-of-year, middle-of-year and end-of-year assessments. In this way we can gauge our growth in reading, math, and science. Most important, however, is monitoring our students' daily progress in all the content areas through the "demonstrations of learning."

Students who are not making sufficient progress after good, first instruction are provided more supports such as time with a reading interventionist or small group math tutoring. Student achievement data (aggregate) is shared with the community through Town Hall meetings, in public TFS-TX and Wichita Falls ISD board meetings and posted on the WFISD and TFS-TX websites.

**c. A plan and system for collecting and analyzing student academic achievement data, reporting the data to the school community, and using the data to refine and improve instruction (including dedicated time for providing training and support to school leadership and teachers):**

All teachers and school leaders will be trained in how to write and administer effective daily DOLs. They will also be trained in how to conduct PLCs and use the DOL information to improve instruction and provide interventions. The initial training will take place in the summer before school starts, but in our model, professional development is mostly on-the-job and continual.

Beyond the DOL information and information gathered around the quality of instruction in every classroom, we use the NWEA reports and analyses to analyze student progress and to determine appropriate interventions for students or professional development needs for staff. The Superintendent, Chief of Schools, and the school leadership team will be responsible for analyzing data and guiding the teachers in the use of the data. Superintendent Craddock and the Chief of Schools are skilled in data analysis and will train the school leadership team in gathering the reports, analyzing them, and using the data to improve instruction and provide appropriate interventions.

**d. The corrective actions that the school and network (if applicable) will take if either falls short of the goals at any level, including explanation of what would trigger such actions and who would implement them:**

In some cases, the quality of instruction does not meet our high expectations, and the teacher continues to struggle to raise student proficiency. In those cases, we look closely at the NWEA, DIBELS, and classroom observation mid-year data. More support and coaching are provided. If the end-of-year data does not meet our expectations, then the teacher's contract will not be renewed. The Director of Schools and the Principal will make that decision. At the school level, we will look closely at all the elements of the leadership team's evaluation instrument— achievement data, accomplishment of the school action plan, the overall quality of instruction, climate surveys, and an analysis of the systemic factors (the school system review).

As part of the system review, we analyze the building culture, ability to implement change, staff and leadership capacity, and the maturity and effectiveness of instructional processes and operations. We also will have gathered a lot of information through our continual presence in the school and on-the-job coaching of the leadership team.

## Section 3 – Governance, Operating Plan, and Capacity

*A strong Operations Plan is coherent overall and aligned internally with the school’s mission and vision, Educational Program, and Financial Plan.*

### Organizational Structure

**6. Provide the following:**

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

Attachment 4 included?  YES  NO

- b. The name(s), title(s), and a description of the daily responsibilities of the person(s) employed by the operating partner that will be responsible for the management of each campus:

Name	Title	Date Started with Organization	Campus to be Managed	Description of Daily Responsibilities <i>(indicate the person who will be the principal’s direct supervisor here)</i>
Zach Craddock.	Superintendent	2016	Hirschi Middle	Oversight of all areas
Dr. Shirley Miles	Chief of Schools	2022	Hirschi Middle	Co-founder and oversight of all areas
Jill McCall	Senior Director	2023	Hirschi Middle	Compliance, District liaison, regulatory affairs

- c. The proposed school’s legal status (e.g., non-profit and federal tax exempt) and structure that comply with [TEC 12.101\(a\)](#).

Third Future Schools is a registered 501c3 in Texas. Documentation can be provided by request. According to statutory requirements, Hirschi Middle School will be governed by the TFS-TX Board of Directors which will be a 501c3 non-profit, tax-exempt organization.

### Governing Board

**7. Provide evidence of the following:**

- a. The independence of the board as it relates to the authorizer:

We believe strongly in the “partnership” part of the 1882 partnership rules outlined in Texas Education Code 11.174. While Hirschi MS will be overseen by our Board of Directors that must be independent from the WFISD Board of Directors, we understand that Hirschi Middle School is still part of Wichita Falls ISD and an integral part of the community. We will be operators who work closely with Wichita Falls ISD to improve outcomes for students and will be accountable to both our Board and ultimately, Wichita Falls ISD for accomplishing the academic and performance expectations outlined in the contract with the District.

Should the Wichita Falls ISD Board approve entering an 1882 partnership with Third Future Schools, we will engage the District in writing a management contract that meets the criteria established by TEC 11.174. We will enter into service-level agreements with the District in the spirit of partnership and doing what is best for the students. We operate with full transparency and encourage multiple visits to Hirschi MS by the Wichita Falls ISD leadership team and Board members. We will provide briefings to the District oversight team and will present information or make ourselves available for questions at any and all Board meetings upon request.

**b. Plans for the board(s) to evaluate the success of the school(s) and school leader(s), including planned frequency of meetings and standing committees:**

The Board will monitor performance goals in three main ways:

- 1) The Superintendent, Chief of Schools, Director of Schools and Principal will create a “School Action Plan” with specific goals and performance metrics as well as specific actions that the school will take to accomplish the goals. The Board will receive a briefing at mid-year and end-of-year on the school’s progress and success in accomplishing the goals. The metrics tied to the School Action Plan are part of the Principal’s evaluation.
- 2) The Superintendent will provide an update at each Board meeting on student academic achievement and the improvement of the quality of instruction.
- 3) The Board will evaluate the Superintendent annually using agreed-upon performance goals.

By practice, the TFS-Texas Board is briefed on student achievement, the quality of instruction, or other performance goals for every school every meeting. This keeps the focus on the main thing. All members of the TFS-Texas Board completed Lone Star Governance training conducted by the Texas Education Agency in March of 2021. They have all been through Board orientation and have had two summer retreats for vision and strategy setting and professional development. TFS-TX board members and leadership team will attend all required TEA trainings. New members are required to complete Texas Open Meetings Law and Public Information Act training within 90 days of joining the board. TFS-TX board members are kept apprised of trainings opportunities through TEA, the Texas District Charter Association, Empower Schools, and other district and charter school advocacy organizations.

Our Board of Directors meets the requirements of TAC 19, Chapter 97 and TEC 11.174. The Board has five members, have undergone Lone Star Governance training, attest to not having any conflicts of interest, live in Texas, employ and evaluate at least one full time equivalent dedicated to managing the campus, approve the budget, and ensure compliance with applicable restrictions on the use of state and federal funds. Our Board meets monthly and closely follows the Texas Open Meetings Act. As with our other partners, we prefer to have our key District collaborators attend the Board meetings.

**c. As Attachment 5, appropriate bylaws, proposed Code of Ethics and Conflict of Interest policy/procedures and completed and signed statements of assurances that will minimize real or perceived conflicts.**

Attachment 5 included?  YES  NO

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

**Member.**

**Attachment 6 included? X YES  NO**

- e. A description of how the proposed governing board members' knowledge and skills make them qualified to oversee a successful charter school, including educational, financial, legal, and community experience and expertise:**

TFS-TX board members will regularly participate in trainings and events to sustain board membership and knowledge of education, finance, policy, governance, and community engagement. All TFS-TX board members bring extensive experience in education, state and federal legislative initiatives, policy and legal, finance and are established contributors in their local communities providing an exceptional diversity of 48 individuals with talented skill sets.

- f. A plan and timeline for board recruitment (including the desired experience and qualifications of future board members), initial board training, expansion, orientation of new members, and ongoing training for members:**

High quality potential board candidates are continuously interviewed and available in the event current board members are required to resign from the board due to extenuating circumstances. Board members may serve two consecutive three-year terms. Four Board members are in their third year, and one is in his first after Commissioner Michael Williams transitioned to serve on the TFS National Board. The Bylaws outline a specific process to fill any vacancy that the Board may have in the future. Essentially, the Board fills its own vacancies by nomination and agreement of at least a majority of the Board members.

- g. Sufficient capacity within and/or an appropriate relationship to any pre-existing non-profit board:**

Because of the experience of the Board and their proven ability to govern effectively, we believe this Board has the capacity to govern an expansion to Wichita Falls ISD (Hirschi Middle School) as well. There are no conflicts of interests including pre-existing relationships with other non-profit boards.

## **Application Team Capacity**

### **8. Provide the following:**

- a. Describe the collective qualifications of the applicant team to implement the school design successfully, including each team member's experience and evidence of measurable success in:**
- **School leadership, administration, and governance**
  - **Implementing systems for curriculum, instruction, and assessment**
  - **Performance management**

Superintendent Zach Craddock and Chief of Schools Shirley Miles, Ph.D. will directly support the school leadership team at Hirschi Middle School. Several other members of the Network (central

office) team are experienced at working with both traditional public and charter schools at both LEA and SEA levels. Chief of Staff and Operations Jessica Lopez has opened each of the eleven schools in eight years and will directly oversee all aspects of systems and operations across the Network, including Hirschi Middle School.

Our team has successfully started ten turn-around schools in the last five years. Three of those schools have been TX 1882 partnerships and five are Coperni Project/TX 1882 partnerships. In West Texas, we partnered with Midland ISD to begin operations at Sam Houston ES in the 2020-2021 school year, and we partnered with Ector County ISD to replace a charter operator at Ector College Prep Middle School. We also serve Lamar ES in Midland ISD, Mendez MS in Austin ISD, one campus in Jasper, Texas, and three campuses in Beaumont ISD.

All TFS 1882 campuses have increased state accountability ratings from F to B ratings within two years while maintaining a smooth transition within the community and successfully achieving financial viability for the District's school. Third Future does not change the name of the school, the mascot, or school colors. TFS is the preferred operating partner in Texas, Louisiana, and Colorado for school turn-around both instructionally and operationally. We have eight different authorizers, in seven different cities, in three different states. We have built a strong team that is nimble and efficient.

**b. Attachment 7, include the résumés and bios for all members of the applicant team.**

**Attachment 7 included?**  YES  NO

**c. Describe the proposed School Leader's experience in and ability to design, launch, and lead a school and implement the specific educational program being proposed, OR describe the board's plan to recruit and retain a leader with the ability to implement the specific educational program being proposed (if School Leader candidate(s) is not yet identified):**

We will hire a strong principal and three assistant principals who will make the day-to-day decisions to operate and manage Hirschi Middle School. The principal will be knowledgeable about the LSAE model and the Third Future ready characteristics. They will be an instructional leader. We will have Third Future veteran campus administrators hired for Hirschi Middle School as their knowledge, skills, and leadership is extremely important as we move into implementation and training of new staff.

**d. Describe the work of the school leader(s), including:**

- **the measurable performance expectations for the school leader that are aligned to the mission of the school**
- **how these expectations will shift from school launch in the first year of operation to sustainability in future years**

Third Future Schools have high expectations and hold ourselves accountable for student achievement and outcomes. School leaders are held to measurable performance expectations outlined in the School Action Plan and Network Action plan. The Principal and Assistant Principals are responsible for ensuring students are attaining on average 1.7 years of academic growth annually as measured by NWEA MAP scores in addition to STAAR assessments.

## Staffing Plans

### 9. Provide the following:

#### a. **As Attachment 8, a recruitment and hiring strategy for all campus roles, including:**

- **selection criteria that demonstrate high standards and mission alignment for all candidates**
- **a hiring protocol, and timeline that ensure the school is fully staffed by July 1 of each year.**

**Attachment 8 included? X YES  NO**

All current staff at Hirschi Middle School will have to reapply for a position at the school. The standards for high-quality instruction are high, and employees must be willing to work in a high-performance culture. The interview process includes classroom teaching and for administrators, classroom observations with an assessment of instruction afterwards.

TFS will expand or begin the following initiatives at Hirschi MS and our other schools next year:

1. One classroom, two locations: We will expand the number of 1C2L teachers, who will teach two classrooms at one time (one group physically with the teacher and another group via Zoom). These teachers will receive a \$12,000 stipend for this. They will be assisted by a Teacher Apprentice who will be with the class learning synchronously via Zoom. 1C2L is limited to Fridays and only in our larger schools.
2. Additional Apprentice Teachers: We anticipate a couple of mid-year resignations as a “normal” phenomenon going forward. Hirschi will have three Apprentice Teachers, who can quickly fill vacancies. Apprentice Teachers are hired to become teachers in Math, ELA, or Science.
3. Dyad Consultants: We will continue to hire Dyad Consultants for our “Dyad courses.” We will also hire Dyad Consultants for our elective courses. As there are more absences among Dyad Consultants, we will need more substitutes for Dyad Consultants. We want to avoid using Learning Coaches as substitutes for Dyad Consultants. Thus, we will hire “Dyad Coaches” to substitute for Dyad Consultants.
4. More Learning Coaches: Learning Coaches have been invaluable as team center instructional coaches and as substitute teachers. Anticipating the continued difficulty of finding qualified substitutes, we will hire more Learning Coaches in 2025.

#### b. **As Attachment 9, a plan to develop staff and retain high-performing staff, including:**

- **an induction program that will prepare teachers to deliver any unique or particularly challenging aspects of the educational program**
- **evaluation tools and processes that will capture trends and track and promote teacher progress over time**
- **The process for providing targeted and personalized support for school staff that includes:**
- **The allocation of resources to support and provide professional development**

- **The qualifications of personnel to provide professional development and facilitate adult learning**
- **Professional development methods and calendar**

**Attachment 9 included?  YES  NO**

- c. Describe your process for identifying and remedying unsatisfactory leadership and/or teacher performance:**

Teachers undergo the TFS evaluation system which has been TEA approved and operating for the Teacher Incentive Allotment in Midland ISD, Ector County ISD, and Austin ISD. If selected as an 1882 partner by Wichita Falls ISD, we will apply there as well. In a similar manner, the Principal and Assistant Principals will undergo frequent on-the-job coaching and rigorous evaluation. The Director of Instruction will spend time with the school leaders and monitor operations and progress two or three times a week. The Chief of Schools will also provide coaching and observe operations twice a month for two days at a time.

Thus, unsatisfactory, or problematic leadership will be identified quickly. School leaders will receive support and coaching to remedy the problems. The Chief of Schools may provide additional professional development, a leadership coach or mentor, or specific resources to support the school leader(s). Should the performance of the school leader continue to be unsatisfactory, he/she will be removed, and we will open the position.

## **Facilities**

### **10. Provide the following:**

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

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

## Section 4 – Financial Plan

*A strong Financial Plan is coherent overall and aligned internally with the school’s mission and vision, Educational Program, and Organization Plan.*

### Financial Plan

#### **11. Provide the following:**

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

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

**b. A description of the organization’s systems, policies, and processes for:**

- **Financial planning**
- **Accounting**
- **Purchasing**
- **Payroll**

Finance is the most important area that demonstrates the true nature of an 1882 partnership. We know the District wants Hirschi MS students to be successful and will work with us to ensure that the Hirschi MS students receive the per pupil funding that other students in the District receive. The result of the negotiations with the District will be codified in the 1882 partnership contract. The key difference will be in how the overall funds are used. In our model, for example, professional development is the responsibility of the instructional leaders, and Hirschi MS will spend no additional money on outside consultants or any company that provides such services.

Hirschi MS will also have a different staffing model and provide its own back-office support. Thus, on the revenue side, Hirschi Middle School should receive the funding according to the student allotment estimated calculations in the State Aid template for District General Fund allotments adjusted for weighted student attendance. Hirschi should also receive the appropriate per pupil amount for all the state and federal grants by category of student, such as Title funding, ESSER funding, Instructional Materials Allotment, IDEA, 1882 59 Partnership monies, and any other funding that would normally be received by Hirschi students. As with our other partnerships, we plan to negotiate fees for specific services such as transportation, nutrition, and custodial.

Additionally, we understand that there will be some required district costs and fees for services that make more sense to be consolidated at the district level. For example, Hirschi MS should be charged for its share of internet services and utilities costs. Most of the Third Future Schools leadership team have experience in large, urban districts and understand both the

complexity and nuance of district budgets. This experience makes our team collaborative and balanced.

Wichita Falls ISD will find us to be willing teammates when it comes to making these early decisions that impact per pupil funding. Notwithstanding the need for collaboration, we have drafted a preliminary budget that shows the expenditures we plan for Hirschi MS. Keep in mind that the revenue chart on this page does not include other Title dollars and shows a broad estimate of other revenue items. The per pupil revenue of \$9,600 is also a rough estimate and represents the low end of what we believe is the likely amount. The general budget expenditures are outlined on the following page. We have reasonable place holders for the District required fees and menu of services.

**c. A description of the organization’s internal controls, financial reporting requirements, and process for conducting independent annual financial and administrative audits**

Third Future Schools- TX follows all statutory requirements for conducting annual financial and administrative audits. TFS currently contracts with Weaver to provide these services. All audits are available on the Third Future Schools website. No critical findings have been reported to date.

**d. The roles and responsibilities among the administration and governing board regarding school finance:**

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

**e. How the organization ensures financial transparency, including:**

- **plans for public adoption of the school’s budget**
- **public dissemination of its annual audit and an annual report**

Third Future Schools creates annual budgets for all campuses and has fiscal year running July 1st through June 30th. The Chief of Staff and Operations works closely with the Superintendent and Finance team to develop a sound budget for board approval in May of each year. Once approved by the Board of Directors, budgets are posted along with the annual audit on the Third Future Schools website by individual schools.

**e. As Attachment 10, an operating budget and narrative that explains revenue and cost assumptions, including the following:**

- **grant/fundraising assumptions,**
- **the amount and sources of all anticipated funds, property, or other resources (noting which are secured vs. anticipated, and including evidence of firm commitments where applicable), and**
- **the projected cost to implement the academic model described in this application.**

Attachment 10 included?  YES  NO

**f. Describe the organization's contingency plan to meet financial needs if anticipated revenues are not received or are lower than estimated:**

Third Future Schools bylaws require all campuses to be financially viable by year three. Meaning, no additional grants or funding required [aside from student travel- the Network will raise funds for that expense]. If student enrollment projections are not met, we will right size staffing to maintain a balanced budget and remain financially viable as evidenced by fund balances in all our schools year after year.

## Section 5 – Existing Partner/Experienced Partner Supplement

***A strong proposal from a partner that has previously operated schools (including partners that operate under a Charter Management Organization or CMO), or a partner proposing to contract with an entity that has previously operated schools (often referred to as an Education Service Provider or ESP), is coherent overall and aligned internally with the school’s mission and vision, Educational Program, Operational Plan, Financial Plan, and any other applicable attachments.***

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

### Existing Partner Track Record

#### **12. Provide the following:**

- a. ***As Supplemental Attachment 1, the experienced partner applicant, CMO, or ESP’s success in serving populations similar to the population that the applicant intends to serve, including evidence of academic success and successful management of non-academic school functions (e.g., back-office services, school operations, extracurricular programs)***

**Supplemental Attachment 1 included?  YES  NO**

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

**Supplemental Attachment 2 included?  YES  NO**

- c. ***A description of any history of charter revocations, non-renewals, withdrawals, or failures to open for the experienced partner applicant, CMO, or ESP:***

Third Future Schools has never experienced any charter revocations, non-renewals, withdrawals, or failures to open.

- d. ***If applying to manage a turnaround campus, evidence that:***

- ***the partner organization has been in existence for at least three years prior to the undertaking of the management of the district campus***
- ***the partner organization has managed multiple campuses for multiple years***
- ***the partner organization has a track record of managing campuses to academic success or has significantly improved the academic performance of the campuses***

Please see Supplemental Attachment 1 for TFS existence as a proven turnaround operating partner since 2017 [2020 in Texas], as evidenced by student achievement and state accountability ratings in Texas and Colorado at all campuses.

## ESP or CMO Management Plan and Legal Relationship

### 13. Provide the following:

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

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

#### b. As *Supplemental Attachment 3*, the Management Agreement between the ESP and the applicant organization that includes:

- ✓ A detailed description of the roles and responsibilities of the ESP
- ✓ A detailed explanation of the scope of services and costs of all resources to be provided by the ESP
- ✓ A detailed description of the oversight and evaluation methods that the board will use to oversee the ESP, including schoolwide and student achievement results which the management organization is responsible for achieving, and a description of how often, and in what ways, the board will review and evaluate the ESP's progress toward achieving agreed-upon goals
- ✓ A detailed explanation of the conditions, standards, and procedures for board intervention if the management organization's performance is deemed unsatisfactory
- ✓ A detailed explanation of the compensation structure, including clear identification of all fees to be paid to the ESP and the schedule on which the ESP will receive compensation
- ✓ A detailed explanation of the financial responsibilities of the ESP, including the ownership of items purchased with public funds, including which operating and capital expenditures each party will be responsible for assuming, what types of spending decisions the ESP can make without obtaining board approval, and what reports ESP submit to the board on financial performance and on what schedule
- ✓ A detailed description of the duration, renewal, and termination of the management agreement, including how often the management agreement may be renewed, the conditions that both the ESP and the school must satisfy for the management agreement to be renewed, and the procedures for determining whether the management agreement will be renewed
- ✓ A detailed description of the grounds for which the ESP or the school can terminate the management agreement for cause, including provisions for notice to the other party and any conditions under which either party may terminate the management agreement without cause
- ✓ An explanation and justification of any indemnification provisions in the event of default or breach by either party

Supplemental Attachment 3 included?  YES  NO

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

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

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

**governing, including separate legal representation of each and arm's-length negotiating and no existing or potential conflicts of interest between the school's governing board and proposed ESP or any affiliated business entities**

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

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

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

- f. A detailed explanation and compelling justification of any lease, promissory notes, or other negotiable instruments, any lease-purchase agreements or other financing relationships with the ESP/CMO, including evidence that such agreements are separately documented and not part of or incorporated in the ESP/CMO agreement. Such agreements must be consistent with the school's authority to terminate the ESP/CMO agreement and continue operation of the school:**

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

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

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

## Section 6 – Community Priorities

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

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

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