Middle School Staff	Year 1	Year 2	Year 3	Year 4	Year 5
Principals					
Assistant Principals					
Add'l School Leadership Position 1[specify]					
Add'l School Leadership Position 2 [specify]					
Add'l School Leadership Position 3 [specify]					
Classroom Teachers (Core Subjects)					
Classroom Teachers (Specials)					
Student Support Position 1 [e.g., Social Worker]					
Student Support Position 2 [specify]					
Specialized School Staff 1 [specify]					
Specialized School Staff 2 [specify]					
Teacher Aides and Assistants					
School Operations Support Staff					
Total FTEs at middle schools					

High School Staff	Year 1	Year 2	Year 3	Year 4	Year 5
Principals					
Assistant Principals					
Deans					
Add'l School Leadership Position 1 [specify]					
Add'l School Leadership Position 2 [specify]					
Add'l School Leadership Position 3 [specify]					
Classroom Teachers (Core Subjects)					
Classroom Teachers (Specials)					
Student Support Position 1 [e.g., Social Worker]					
Student Support Position 2 [specify]					
Specialized School Staff 1 [specify]					
Specialized School Staff 2 [specify]					
Teacher Aides and Assistants					
School Operations Support Staff					
Total FTEs at high schools					
Total Network FTEs					

SECTION 3 FINANCIAL PLAN AND CAPACITY

3.1 Planning and Budget Worksheet (Attachment N)

Public charter schools are required to operate under an annual budget on a July 1 – June 30 fiscal year. For purposes of this application, the proposed charter school must submit the Public Charter School Planning and Budget Worksheet which is provided on the department's website, as **Attachment N.** The budget must include:

(a) All anticipated revenues and expenditures
(b) A back-office budget
(c) Financial implications of facilities plans
(d) Explicitly detail major assumptions including but not limited to:

- Student enrollment;
- All anticipated funding sources[1], including:
  - Local, state, and federal per-pupil funding; eligibility levels; and annualincreases
  - Other government resources
  - Private fundraising
  - eRate
  - Student fees
- Compensation, including:
  - Salary table and number of staff by position
  - Yearly pay increases
  - Pension contribution and other benefits
- Line items for each major expense and delineation of assumptions, including:
  - Instructional materials and supplies
  - School equipment and furniture
  - Technology for student and teacher use
  - Professional development
  - Student assessments
  - Student information system
  - Special education services
  - Student activities
  - Authorizer fee
  - Contracted services at school (audit, I/T, etc.)
  - Rent, utilities and other facility expenses
  - Office supplies and equipment
  - Technology for administrative use
    - Fundraising materials and resources (non-staff)
    - Marketing costs
    - Management fees and any other management compensation to the CMO or network (if applicable)
    - Capital, contingency, and insurance reserve funds

[1]Both the budget forms and narrative should specify the amount and sources of funds, property, or other resources expected to be available through banks, lending institutions, corporations, foundations, grants, etc. Note which are secured and which are anticipated, and include evidence of firm commitments, where applicable.

3.2 Budget Narrative (Attachment O)

As **Attachment O**, present a budget narrative including detailed descriptions of budget assumptions, and revenue and expenditure projections, reflecting proposed growth over time. In this section include:

(a) How the proposed budget is adequate to ensure the proposed school model can be implemented fully and how it supports your theory of action concerning student achievement;

(b) An explanation of student enrollment and BEP projections;

(c) An explanation of all anticipated funding sources, including grants, state, federal, and local per-pupil eligibility, other government resources, private fundraising, eRate, student fees,donations, etc.;

(d) An explanation of all anticipated expenditures including those identified in Section 3.1(d);

(e) The systems, processes, and policies by which the proposed school will manage accounting, purchasing, payroll, and audits. Include any draft policies on financial controls;

(f) How the proposed school will provide an independent annual audit of school-level operations and comply with other federal or state accounting and/or reporting requirements;

(g) The different roles and responsibilities of the proposed school's administration and governing board for school finances;

(h) If there is a plan to outsource any financial management areas such as payroll, benefits, audits, fundraising, accounting, etc., include a statement on how you will choose and oversee the contractors;

(i) The level of financial expertise of the proposed school's internal and external team members;

(j) The proposed school's contingency plans to meet financial needs if anticipated revenues are not received or are lower than expected;

(k) The Year 1 cash flow contingency, in the event that revenue projections are not met in advance of opening; and

(l) How one or more high-needs students with disabilities might affect the budget and your plan to meet student needs that might be more than anticipated.

3.3 Network Financial Plan (Attachment P)

In this section:

(a) Describe the fiscal health of other schools in your network. Are any of the schools on fiscal probation or in bankruptcy?

(b) Explain how the organization will reach its fundraising goals over the next five years. Provide a development plan that includes staffing needs.

(c) Provide, as **Attachment P**, a detailed budget for the network. You may reference the school-level budgets provided in Sections 3.1 and 3.2, as appropriate. Applicants must submit financial forms detailing:

- A back-office budget;
- Financial implications of facilities plans;
- All major assumptions including but not limited to:
    - Student enrollment;
    - All anticipated funding sources[2] (at the network level), including:
        - Local, state, and federal per-pupil funding; eligibility levels; and annual increases;

[2] Both the budget forms and narrative should specify the amount and sources of funds, property or other resources expected to be available through banks, lending institutions, corporations, foundations, grants, etc. Please note which are secured and which are anticipated and include evidence of firm commitments where applicable.

        - Other government resources;
        - Private fundraising;
        - eRate;
        - Student fees;
- Total employee compensation (network/CMO level), including the percentage of the total compensation allocated for the proposed school;
- Management fees and any other management compensation to the CMO or network (if applicable); and
- Capital, contingency, and insurance reserve funds.

SECTION 4: PORTFOLIO REVIEW/PERFORMANCE RECORD

4.1 Past Performance

For applicants with only one school in their network, please mark not applicable where necessary. In this section:

(a) Describe the educational program at your existing school(s) and whether or not it is a success.

(b) Provide detailed student achievement and growth results for each school in the network, including results for grade levels not tested on state assessments, as **Attachment Q.**

(c) Provide evidence that demonstrates the success of schools in the network in raising student achievement levels.

(d) If applicable, provide the graduation rates for each school in the network.

(e) Select one or more of the consistently high-performing schools that the network operates, and discuss the school's performance.

- Be specific about the results on which you base your judgment that the school is high-performing.
- Discuss the primary causes to which you attribute the school's distinctive performance.
- Discuss any notable challenges that the school has overcome in achieving its results.
- Identify any ways in which the school's success has informed or affected how other schools in the network operate. Explain how the effective practice or structure or strategy was identified and how it was implemented elsewhere in the network.

(f) Select one or more of the network's schools whose performance is relatively low or not satisfactory and discuss the school's performance. Be specific about the results on which you base your judgment that performance is unsatisfactory.

- Describe the primary causes to which you attribute the school's problems.
- Explain the specific strategies that you are employing to improve performance.
- How will you know when performance is satisfactory? What are your expectations for satisfactory performance in terms of performance levels and timing?

(g) For all schools operating under another authorizer: provide, as **Attachment R**, the most recent performance/evaluation/renewal reports produced by the authorizer(s) (or by a third-party evaluator, if applicable).

(h) For all schools operating in the state of Tennessee: provide the following **in Attachment S**: (a) the last two years of audited financial statements for each school or school(s); and (b) the most recent internal financial statements, including balance sheets and income statements.

(i) List any contracts with charter schools that have been terminated by the network, the school's authorizer, or the school, including the reason(s) for such termination and whether the termination was for material breach.

(j) List any and all charter revocations, non-renewals, shortened or conditional renewals, or withdrawals/non-openings of schools operated by the network, and explain what caused these actions.

(k) Explain any performance deficiencies or compliance violations that have led to formal authorizer intervention with any school operated by the network in the last three years and how such deficiencies or violations were resolved.

(l) Identify any current or past litigation, including arbitration proceedings, that has involved the network or any charter schools it operates. Provide in **Attachment T,** if not subject to confidentiality protection: (1) the demand, (2) any response to the demand, and (3) the results of the arbitration or litigation.

ATTACHMENTS

Please include attachments labeled according to the following schedule:

ATTACHMENT A: Annual Academic Calendar

ATTACHMENT B: Student Handbook/School Forms

ATTACHMENT C: Student Discipline Policy

ATTACHMENT D: Enrollment Policy

ATTACHMENT E: Letters of Support/MOUs/Contracts from the Community

ATTACHMENT F: Governance Documents

F1. Articles of Incorporation

F2. Proof of non-profit and tax-exempt status

F3. By-laws

F4. Code of Conduct

F5. Conflict of Interest Policy

F6. Board member resumes or biographies

F7. Board policies

ATTACHMENT G: School Organizational Chart

ATTACHMENT H: Student Achievement Data (if available)

ATTACHMENT I: Employee Manual/Personnel Policies

ATTACHMENT J: Insurance Coverage

ATTACHMENT K: CMO Agreement (if applicable)

ATTACHMENT L: Network Annual Report

ATTACHMENT M: Network Organizational Chart

ATTACHMENT N: Planning and Budget Worksheet

ATTACHMENT O: Budget Narrative

ATTACHMENT P: Network Financial Plan

ATTACHMENT Q: Student Achievement/Growth Results

ATTACHMENT R: School Reports/Authorizer Evaluations

ATTACHMENT S: School Financials

ATTACHMENT T: Litigation Documents (if applicable)

CHECKLIST
For Category 1 Applicant

☐ General Information

☐ Assurances

☐ Executive Summary

☐ 1.1

☐ 1.2

☐ 1.3

☐ 1.4

☐ 1.5 (if applicable)

☐ 1.6 (if applicable)

☐ 1.7

☐ 1.8

☐ 1.9

☐ 1.10

☐ 1.11

☐ 1.12

☐ 2.1

☐ 2.2

☐ 2.3

☐ 2.4

☐ 2.5

☐ 2.6

☐ 2.7

☐ 2.8

☐ 2.9

☐ 2.10 (if applicable)

☐ 2.11

☐ 3.1

☐ 3.2

☐ Attachment A

☐ Attachment B

☐ Attachment C

☐ Attachment D

☐ Attachment E

☐ Attachment F

☐ Attachment G

☐ Attachment H

☐ Attachment I

☐ Attachment J

☐ Attachment K (if applicable)

☐ Attachment N

☐ Attachment O

CHECKLIST
For Category 2 Applicant

- ☐ General Information
- ☐ Assurances
- ☐ Executive Summary
- ☐ 1.1
- ☐ 1.2
- ☐ 1.3
- ☐ 1.4
- ☐ 1.5 (if applicable)
- ☐ 1.6 (if applicable)
- ☐ 1.7
- ☐ 1.8
- ☐ 1.9
- ☐ 1.10
- ☐ 1.11
- ☐ 1.12
- ☐ 2.1
- ☐ 2.2
- ☐ 2.3
- ☐ 2.4
- ☐ 2.5
- ☐ 2.6
- ☐ 2.7
- ☐ 2.8
- ☐ 2.9
- ☐ 2.10 (if applicable)
- ☐ 2.11
- ☐ 2.12
- ☐ 2.13
- ☐ 2.14
- ☐ 2.15
- ☐ 3.1
- ☐ 3.2
- ☐ 3.3
- ☐ 4.1
- ☐ Attachment A
- ☐ Attachment B
- ☐ Attachment C
- ☐ Attachment D
- ☐ Attachment E
- ☐ Attachment F
- ☐ Attachment G
- ☐ Attachment H
- ☐ Attachment I
- ☐ Attachment J
- ☐ Attachment K (if applicable)
- ☐ Attachment L
- ☐ Attachment M
- ☐ Attachment N
- ☐ Attachment O
- ☐ Attachment P
- ☐ Attachment Q
- ☐ Attachment R
- ☐ Attachment S
- ☐ Attachment T (if applicable)

CHECKLIST
For Category 3 Applicant

- ☐ General Information
- ☐ Assurances
- ☐ Executive Summary
- ☐ Application of school being replicated
- ☐ 1.2
- ☐ 1.3(i)
- ☐ 1.5 (if applicable)
- ☐ 1.8
- ☐ 1.11
- ☐ 1.12
- ☐ 2.12
- ☐ 2.13
- ☐ 2.14
- ☐ 2.15
- ☐ 3.1
- ☐ 3.2
- ☐ 3.3
- ☐ 4.1
- ☐ Attachment A
- ☐ Attachment D
- ☐ Attachment E
- ☐ Attachment L
- ☐ Attachment M
- ☐ Attachment N
- ☐ Attachment O
- ☐ Attachment P
- ☐ Attachment Q
- ☐ Attachment R
- ☐ Attachment S
- ☐ Attachment T (if applicable)

CHECKLIST
For Category 4 Applicant

- ☐ General Information
- ☐ Assurances
- ☐ Executive Summary
- ☐ Original Application
- ☐ 1.2
- ☐ 1.3(i)
- ☐ 1.7(a)
- ☐ 1.8
- ☐ 1.9
- ☐ 1.10
- ☐ 1.11
- ☐ 1.12
- ☐ 2.2
- ☐ 2.3
- ☐ 2.4
- ☐ 2.7(c)
- ☐ 2.8
- ☐ 2.9(g)
- ☐ 2.10(b) (if applicable)
- ☐ 3.1
- ☐ 3.2
- ☐ 4.1
- ☐ Attachment A
- ☐ Attachment D
- ☐ Attachment E
- ☐ Attachment G
- ☐ Attachment H
- ☐ Attachment K (if applicable)
- ☐ Attachment N
- ☐ Attachment O
- ☐ Attachment Q
- ☐ Attachment R
- ☐ Attachment S
- ☐ Attachment T (if applicable)

ATTACHMENT A

FOUNDERS Classical Academy

2021-2022 School Calendar
Founders Classical Academy of Corinth Upper
County District Campus # 221801020

JULY

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

AUGUST

S	M	T	W	T	F	S
1	**2**	**3**	**4**	**5**	**6**	7
8	**9**	**10**	[11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

SEPTEMBER
Self-Control

S	M	T	W	T	F	S
			1	2	3	4
5	**6**	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24]	25
26	[27	28	29	30		

OCTOBER
Integrity

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	**11**🗁	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

NOVEMBER
Honor

S	M	T	W	T	F	S
	1	2	3	4	5]	6
7	[8	9	10	11	12	13
14	15	16	17	18	19	20
21	**22**	**23**	**24**	**25**	**26**	27
28	29	30				

DECEMBER
Gratefulness

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	**20**	**21**	**22**	**23**	**24**	25
26	**27**	**28**	**29**	**30**	**31**	

Grading Periods		Reporting Periods		Days
		1st	08/11/21 - 09/24/21	32
1st	08/11/21 - 10/08/21	2nd	09/27/21 - 11/05/21	29
2nd	10/12/21 - 12/17/21	3rd	11/08/21 - 01/07/22	27
3rd	01/06/22 - 03/11/22	4th	01/10/22 - 02/18/22	29
4th	03/22/22 - 05/25/22	5th	02/21/22 - 04/08/22	28
		6th	04/11/22 - 05/25/22	31
		Total School Days		176

Begin Time: 8:05 AM End Time: 3:40 PM
455 minutes

Holidays

Labor Day	September 06, 2021
Columbus Day/Student Holiday	October 11, 2021
Thanksgiving Break	November 22-26, 2021
Christmas Break	Dec 20, 2021 to Jan 03, 2022
Student Holidays	January 04-05, 2022
Martin Luther King, Jr. Day	January 17, 2022
Presidents' Day	February 21, 2022
Spring Break	March 14-18, 2022
Student Holiday	March 21, 2022
Good Friday	April 15, 2022
Bad Weather Day	April 18, 2022
Bad Weather Day/Student Holiday	May 26, 2022
Memorial Day	May 30, 2022

Early Release Days
End Time: 12:30 PM 265
October 08, 2021
November 19, 2021
December 16, 2021
December 17, 2021
March 11, 2022
May 24-25, 2022

Professional Development Days 🗁
October 11, 2021
January 04, 2022
January 05, 2022
March 21, 2022

Bad Weather Make-up Days ❄
April 18, 2022 (Monday)
May 26, 2022 (Thursday)

Staff Work Days
August 02-06, 2021
August 09-10, 2021
*May 26, 2022
May 27, 2022
May 31, 2022

* Will be adjusted if Bad Weather Day is used

Tax Free Weekend: August 06-08, 2021

State Testing Dates

STAAR
December 07-10, 2021 (EOC only)
April 05-15, 2022
May 04-13, 2022 (EOC only)
May 06-20, 2022 (Grade 3-8)

TELPAS Testing Window
Feb. 21 - Apr. 01, 2022

JANUARY
Compassion

S	M	T	W	T	F	S
						1
2	**3**	**4**🗁	**5**🗁	6	7]	8
9	[10	11	12	13	14	15
16	**17**	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

FEBRUARY
Wisdom

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18]	19
20	[**21**	22	23	24	25	26
27	28					

MARCH
Humility

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	**14**	**15**	**16**	**17**	**18**	19
20	**21**🗁	22	23	24	25	26
27	28	29	30	31		

APRIL
Justice

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8]	9
10	[11	12	13	14	**15**	16
17	**18**❄	19	20	21	22	23
24	25	26	27	28	29	30

MAY
Courage

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25]	**26**❄	**27**	28
29	**30**	**31**				

JUNE

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Please Note: The 2021-22 calendar is subject to change based on local ISD calendar modifications.

Knowledge, Virtue and Liberty

Revised: 5/21/2021

Track #
Board Approval-05/14/21

2021–2022 ResponsiveEd®—Texas

PARENT/STUDENT HANDBOOK

and Student Code of Conduct

Adopted by the Board of Trustees – May 2021

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SECTION I:
GENERAL POLICIES AND PROCEDURES

Attendance Policy

Regular school attendance is essential for the student to make the most of his or her education—to benefit from teacher-supervised activities, to build each day's learning on that of the previous day, and to grow as an individual. Absences from class may result in a serious disruption of a student's mastery of the instructional materials; therefore, the student and parent should make every effort to avoid unnecessary absences.

Compulsory Attendance

The state compulsory attendance law requires that students at least 6 years of age, and those who have not yet reached their 19th birthday attend school and school-required tutorial sessions unless the student is otherwise legally exempted or excused. School staff must investigate and report violations of the state compulsory attendance law. A student absent from school without permission from any class, from required special programs (such as basic skills for ninth graders), or from required tutorials will be considered "truant" and subject to disciplinary action. Note, Kindergarten students are required to attend school and are subject to compulsory attendance requirements as long as they remain enrolled.

Truancy may also result in assessment of penalties by a court of law for the parent. State law requires that the school apply truancy prevention measures if the student is absent, without excuse, on three or more days or parts of days within a four-week period. If a student is absent, without excuse, on ten or more days or parts of days within a six-month period in the same school year, and those absences are verified by the campus as unexcused, students 12 years and older may be referred to truancy court. Further, state law permits the school to file a complaint against parents contributing to nonattendance regardless of their child's age. Please refer to Texas Education Code (TEC) 25 and the Texas Family Code 65 for more details.

A student who voluntarily attends or enrolls after his or her 19th birthday is required to attend each school day. If a student 19 years of age or older has more than five unexcused absences in a semester, the school may revoke the student's enrollment, except that the school may not revoke the enrollment on a day on which the student is physically present at school. The student's presence on school property thereafter would be unauthorized and may be considered trespassing.

Notice to Parents: Under TEC § 25.095(a), you are hereby notified that if a student is absent from school on ten or more days or parts of days within a six-month period in the same school year, the student's parent is subject to prosecution under TEC § 25.093; and the student is subject to referral to a truancy court for truant conduct under Texas Family Code § 65.003(a).

Attendance for Credit

To receive credit in a class, a student must attend at least 90 percent of the days the class is offered. These days include both excused and unexcused absences. A student who attends fewer than 90 percent of the days the class is offered may be referred to the Attendance Committee to determine whether there are extenuating circumstances for the absences and how the student can regain credit.

In determining whether there were extenuating circumstances for the absences, the Attendance Committee will use the following guidelines:

1. All absences will be reviewed, with special consideration given for religious holy days, documented healthcare appointments for which routine make-up work has been completed, and other special circumstances as defined by the TEC.
2. For a student transferring into the school after school begins, including a migrant student, only those absences after enrollment will be considered.

3. In reaching consensus about a student's absences, the committee will attempt to ensure that its decision is in the best interest of the student.
4. The committee will consider whether the absences were for reasons over which the student or parent could exercise control.
5. The committee will consider the acceptability and authenticity of documentation expressing reasons for the student's absences.
6. The committee will consider the extent to which the student has completed all assignments, mastered the essential knowledge and skills, and maintained passing grades in the course or subject.
7. The student, parent, or other representative will be given an opportunity to present any information to the committee about the absences and to discuss ways to earn or regain credit.

If credit is lost because of excessive absences, the Attendance Committee will decide how the student may regain credit. The student or parent may appeal the committee's decision to the Board of Trustees by filing a written request with the Superintendent. The appeal notice must be postmarked to the following address within 30 days following the last day of instruction in the semester for which credit was denied:

Responsive Education Solutions
Notice of Appeal: Class Credit
Attn: Superintendent
P.O. Box 292730
Lewisville, TX 75029

The appeal will then be placed on the agenda of the next regularly scheduled Board meeting. The Superintendent or designee shall inform the student or parent of the date, time, and place of the meeting.

Excused and Unexcused Absences

The following absences are considered excused absences:

1. personal illnesses that do not exceed three consecutive days (Illnesses that extend beyond three days will require a doctor's note.);
2. family emergency;
3. observing religious holy days;
4. juvenile court proceeding documented by a probation officer;
5. appearing at a governmental office to complete paperwork required in connection with the student's application for United States citizenship;
6. taking part in student's United States naturalization oath ceremony;
7. documented healthcare appointment, if the student begins classes or returns to school on the same day as the appointment, including absences for recognized services for students diagnosed with autism spectrum disorders
8. serving as an election clerk;
9. required screening, diagnosis, and treatment for Medicaid-eligible students;
10. documented college visit by a junior or senior student (see "College Days [H]," p. 34);
11. a student's visit with a parent, stepparent, or legal guardian who has been called to duty for, is on leave from, or immediately returned from certain deployments (up to five days);
12. for students in the conservatorship of the state who need to attend an activity required under a court-ordered service plan; or any other court-ordered activity, provided it is not practicable to schedule the student's participation in the activity outside school hours; or
13. temporary absence resulting from any cause acceptable to the Campus Director.

For religious holy days, required court appearances, activities related to citizenship, and services as an election clerk, one day of travel to the site and one day travel from the site shall also be excused.

Any absence not listed above will be considered an unexcused absence. Examples of unexcused absences include, but are not limited to, class cuts, car trouble, oversleeping, personal business, vacation, etc.

Required Documentation of Absences

When a student must be absent from school, it is the parent's responsibility to call the school office each day to explain the reason for the student's absence. Upon returning to school, the student must bring a note to the school office, signed by the parent, which describes the

reason for the absence. In order to excuse the absence, the note must:

1. be submitted to the school office within three school days of the student's return to school, and
2. describe an acceptable reason for the absence (see "Excused and Unexcused Absences," p. 2).

Notification to Parents

The school will notify the parent by mail when the student is absent from school, without excuse, on three days or parts of days within a four-week period. The notice will inform the parent of, among other things, that their student is subject to truancy prevention measures, remind the parent of their responsibility to monitor their student's attendance, and to request a parent conference between the parent and the Attendance Officer/Campus Director to discuss the absences.

Driver's License Attendance Verification

To obtain or renew a driver's license, a student under 18 years of age must annually provide to the Texas Department of Public Safety a form obtained from the school verifying that the student has met the 90 percent attendance requirement for the semester preceding the date of application. Eligible students can obtain the required Verification of Enrollment (VOE) form from the school office.

The school will issue a VOE form for any transfer student that is transferring with no more than three absences for the previous six weeks.

Before- and After-School Care Programs

Before- and After-School Care Programs may be provided on a campus by campus basis. Fees for these programs may vary depending on the number of participants and need. Fines or penalties may be imposed for not adhering to mandated times for drop-off or pick-up of your child. At the discretion of the Campus Director, such services may be revoked for habitual abuse of early drop-off or late pick-up. Continual abuse of mandated program times may be considered as neglect and thus may be treated as such.

Students who are not enrolled in an After-School Care Program and whose parents are more than 15 minutes late for pick-up may be placed in the After-Care Program for appropriate supervision and the parents charged the daily rate for the service.

Cell Phones and Other Electronic Devices

Possession of cell phones, computers, and other devices capable of electronic communications at school is a privilege, not a right. Possession and use of such devices at school or school-related events or activities shall be subject to school approval and regulations. Any such devices may be confiscated, powered on, and searched by school officials if there is a reasonable cause to believe that the devices have been used in the transmission or reception of communications prohibited by law, policy, or regulation (see "Electronic Communication Device Commitment Policy," p. 71).

Change of Address or Telephone Number

When the address or telephone number of a student has been changed, it is the responsibility of the parent to notify the school office immediately. Proof of residency at the new address may be required.

Check Acceptance Policy

All personal checks written to the school must include the current address and phone number of the account holder. The account holder's name should also be legible and printed on the check.

In the event that a check written to the school is returned unpaid by the bank, the account holder agrees that the school may collect a return check fee of $30 plus applicable sales tax. The school may contract with a collection company in an effort to redeem returned

checks. The use of a check for payment is the account holder's acknowledgement and acceptance of this policy and its terms.

Closed Campus

The school operates on the closed campus concept. Specifically, this means that students are not allowed to leave campus for any reason during the school day, including during meal periods, without first obtaining permission from the school office (see "Leaving Campus during the School Day," p. 9).

Clubs and Organizations

Participation in school-sponsored activities is an excellent way for a student to develop talents, receive individual recognition, and build strong friendships with other students; participation, however, is a privilege, not a right.

All students are encouraged to participate and take an active part in student clubs and organizations.

Eligibility

Eligibility for participation in many of these activities is governed by state law and the rules of the University Interscholastic League (UIL)—a statewide association overseeing inter-district competition or other organizations offering competitive opportunities for extracurricular activities. If a student is involved in an academic, athletic, or music activity governed by UIL, the student and parent are expected to know and follow all rules of the UIL organization.

The following requirements apply to all extracurricular activities:

1. A student who receives at the end of a grading period a grade below 70 in any academic class—other than an Advanced Placement (AP) or International Baccalaureate course; or an honors or dual-credit course in English language arts, mathematics, science, social studies, economics, or a language other than English—may not participate in extracurricular activities for at least three school weeks. Students enrolled in honors must have a grade of 70 or higher at the end of a grading period for eligibility purposes only. Weighted grades may be used for determination of meeting the passing grade requirement. For example, AP classes may be weighted differently. As such, a passing grade in an AP course may actually be slightly below 70 before the weighting is applied. This circumstance will be examined and approved by the Campus Director for purposes of eligibility for school activities.
2. An ineligible student may practice or rehearse.
3. A student regains eligibility after at least three weeks of ineligibility when the Campus Director and teachers determine that the student has earned a passing grade (70 or above) in all classes, other than those that are exempted.
4. Only students enrolled full time at the school may participate in school-recognized clubs and organizations unless the student is enrolled at another ResponsiveEd® campus within the same charter and is approved for participation by the host Campus Director. This provision is governed by the rules of participation of the various leagues or competitions and by the discretion of Campus Directors. Students at the host campus should not be displaced by students from other campuses.
5. Written parental permission and all other medical, insurance, release, and other forms deemed appropriate by ResponsiveEd, the local campus, and governing organizations are required in order for a student to participate in any club or organization that is not required for a particular course or does not result in academic credit.

Code of Conduct

Sponsors of student clubs and organizations may establish standards of behavior—including consequences for misbehavior—that are stricter than those for students in general. If a violation is also a violation of school rules, the consequences specified by the "Student Code of Conduct" or by local policy will apply in addition to any consequences specified by the organization's standards of behavior.

For a student to be eligible to serve as a club or organization officer, he or she must be passing in all subjects. Unsatisfactory conduct while in office and/or

failure to render satisfactory service shall be considered grounds for removal from said office. Removal from office shall be at the discretion of the staff sponsor of the club or organization with the approval of the Campus Director.

New Clubs or Organizations

Students desiring to form a new club or organization shall submit a written request to the Campus Director at the school office, containing the following mandatory elements:

1. a statement of the club's or organization's purposes, goals, and activities;
2. signatures of a minimum of ten students who wish to participate in the club or organization;
3. if participation in the club or organization is not required for a particular course or does not result in academic credit, written parental permission of each student signatory to participate in the club or organization;
4. written agreement of a teacher who has agreed to serve as the staff sponsor for the club or organization;
5. a description of any funding or other assistance received from, or affiliation with, any nonstudent groups; and
6. a schedule of its proposed meeting times.

Fundraising

The Campus Director must approve any plan or activity used by a club or organization for making money. Only activities that raise money through payment of admissions or where value is received for money paid may be conducted. No advertising will be sold without the approval of the Campus Director.

Meetings

Only school-recognized student clubs and organizations are permitted to meet on school property during non-instructional time.

Yearbook

Only school-recognized clubs and organizations will be featured in the yearbook.

Conferences with Teachers and Campus Director

Because the Campus Director and teachers are busy serving students during the school day, they are unable to accommodate unscheduled telephone calls or in-person conferences. When parents feel it advisable to contact the Campus Director or teachers personally, they are encouraged to leave their telephone numbers with the school office in order that the Campus Director or teacher may return the call later. Personal conferences are welcome if a telephone conversation does not prove adequate. To schedule an in-person conference with the Campus Director or a teacher at a mutually convenient time, please call the school office for an appointment. Parents may also communicate with the Campus Director and teachers via e-mail regarding school-related business.

Deliveries

Packages such as flowers, balloons, etc., should not be delivered to the school for students. These will not be delivered to the classroom.

Distribution of Materials or Documents

Only publications relating to school-sponsored activities or school-recognized clubs and organizations may be posted or distributed. The publication, as well as the time and location of its posting or distribution, must be submitted to the Campus Director for review and approval.

Dress Code

The school dress code is established to teach grooming and hygiene, to prevent disruption, and to minimize safety hazards. Students and parents may determine a student's personal dress and grooming standards, provided that they comply with this dress code.

In order to maintain an orderly environment, all students shall be required to meet the minimum

expectations of the school dress code. Dress and clothing that unduly attracts the attention of other students often precipitate comments and/or other reactions that are disruptive.

Safety, general health, and hygiene are factors that are also considered in the establishment of this dress code. The provisions of this dress code shall be enforced equally with regard to all students to whom the provisions apply.

The following criteria for a student's personal dress and grooming standards provide the minimum requirements. Refer to the Campus Handbook Supplement for additional dress code requirements.

School Uniforms

The Board of Trustees has determined that school uniforms improve the learning environment at the school. As such, each school has been authorized to adopt rules that require students to wear school uniforms. Refer to the Campus Handbook Supplement for information regarding whether the school requires school uniforms and, if so, the applicable guidelines.

Exemption

Where students are required to wear school uniforms, parents may choose to exempt their student from the requirement to wear uniforms by providing a written request to the Campus Director at the school office, stating a bona fide religious or philosophical objection to the requirement.

General Criteria

A student's personal dress and grooming standards shall not:

1. lead school staff to reasonably believe that such dress or grooming will disrupt, interfere with, disturb, or detract from school activities; or
2. create a health or other hazard to the student's safety or to the safety of others.

Specific Criteria

1. Clothing containing printed messages or designs, except for small logos on shirts and shirts that promote school clubs, activities, organizations, teams, or "school spirit" approved by the Campus Director, is not allowed.
2. Clothing depicting drugs, alcohol, tobacco products, or violence is not allowed.
3. Startling, unusual, or immodest attire of any sort is not allowed. Fads in hairstyles, clothing, or anything designed to attract attention to the individual or to disrupt the orderly conduct of the classroom or campus is not allowed.
4. Hair is to be clean and well-groomed. Hairstyles and hair colors that are distracting to the learning environment are not allowed.
5. Words, symbols, or designs shaved in hair (including facial hair and eyebrows), clothing, tattoos, and other articles that are considered "gang-related" are not allowed.
6. Extremely baggy clothing is not allowed. Pants, shorts, etc., are not to be worn below the waistline and should be appropriately sized.
7. Shorts may be worn, but must reach at least fingertip length. Tight-fitting shorts or "short shorts" are not allowed.
8. Tongue rings and visible body piercings, other than earrings, are not allowed. Dangling earrings are not allowed.
9. Visible tattoos and body art are not allowed.
10. Cutoffs, boxer shorts, pajama bottoms, bike shorts, short leggings as outer garments, etc., are not allowed.
11. Hats, scarves, bandanas, hair coverings, sweatbands, or hooded shirts are not allowed except under circumstances designated by the Campus Director.
12. Torn, ripped, or cut clothing is not allowed.
13. Trench coats and dusters are not allowed.
14. Grills or temporary decorations on teeth are not allowed.
15. Chains, handcuffs, jewelry, or accessories that suggest weaponry are not allowed.
16. Students are to wear appropriate shoes or sandals at all times. House shoes and shoes with wheels are not allowed.
17. Excessive makeup is not allowed.

Boys: Additional Guidelines

1. Shirts are to have sleeves.
2. Mustaches, beards, and other facial hair must be kept neat and trimmed.

Girls: Additional Guidelines

1. Apparel that is too tight or too short to prevent modesty is not allowed.
2. Low-cut apparel is not allowed.
3. Girls are to wear sufficient undergarments.
4. The following are unacceptable: clothing designed with shoulder straps less than three inches wide, bare midriffs, halters, or bare backs.

Enforcement Procedures

If the student's dress or grooming is inappropriate or objectionable under these provisions, the Campus Director or designee shall request the student to make appropriate corrections. If the student refuses, the Campus Director or designee shall notify the student's parent and request that the parent make the necessary correction. If both the student and parent refuse, the Campus Director shall take appropriate disciplinary action, including removal from school until the student is in compliance with the dress code. **Decisions of the Campus Director or designee regarding dress and grooming are considered final.** Failure to comply with the dress code will result in disciplinary action.

Enrollment of New Students

Admission and enrollment of students shall be open to any person who is eligible for admission based on lawful criteria identified in the school's charter, e.g., qualifying residency and disciplinary history. The total number of students enrolled in the school shall not exceed the number of students approved in the school's charter or subsequent amendments. Applications for admission shall be due by a reasonable deadline to be set each year by the school—i.e., the close of the "open-enrollment period."

Lottery

If the number of eligible applicants does not exceed the number of vacancies, then all eligible applicants who have applied during the designated open-enrollment period will be offered admission. If there are more eligible applicants than available spaces in a class/grade/school, then a lottery will be conducted at a time set by the school each year. A name (or number assigned to a name) will be drawn for each vacancy that exists, and each applicant whose name (or number) is drawn will be offered admission. The remaining names will then be drawn and placed on a waiting list in the order in which they were drawn.

Notification of admission will be made by telephone, e-mail, or U.S. Postal Service. Failure of a parent to respond within 48 hours of the date of the telephone call or e-mail, or within three business days of a post-marked letter, will forfeit his or her position in the lottery. Parents should call or e-mail the school immediately upon receipt of the notice in order to preserve their student's position in the lottery.

If a vacancy arises before the commencement of the school year, the individual on the waiting list for the current year with the lowest number assignment will be offered admission and then removed from the waiting list. If an application is received after the open-enrollment period has passed, the applicant's name will be added to the waiting list behind the names of the eligible applicants who timely applied.

Exceptions

Federal guidelines permit the school to exempt from the lottery process students who are already admitted under the charter, siblings of students already admitted under the charter, and children of the charter's founders, teachers, and staff, regardless of whether the children of the charter's founders, teachers, or staff reside in the geographic area served by the school.

Residency Information

To be eligible for continued enrollment in the school, the parent must show proof of residency at the time of enrollment. Failure to comply with this requirement will result in the immediate initiation of procedures to exclude students from enrollment.

Residency may be verified through observation, documentation, and other means, including, but not limited to:

1. a recently paid rent receipt,
2. a current lease agreement,
3. the most recent tax receipt indicating home ownership,
4. a current utility bill indicating the address and name of the residence occupiers,
5. mailing addresses of the residence occupiers,
6. visual inspection of the residence,
7. interviews with persons with relevant information, or
8. building permits issued to a parent on or before September 1 of the school year in which admission is sought (permits will serve as evidence of residency for the school year in which admission is sought only).

Falsification of residence on an enrollment form is a criminal offense.

Disciplinary History

As provided in the school's charter, the school *may* exclude a student from admission who has a documented history of a criminal offense, juvenile court adjudication, or discipline problems under Subchapter A, Chapter 37, of the TEC. The school *shall* exclude a student from admission who has a documented history of an offense listed in Section 37.007(a) and (d) of the TEC. As such, if it is later discovered that the student failed to disclose a documented history of a criminal offense, juvenile court adjudication, or disqualifying discipline problems, the school will immediately initiate procedures to exclude the student from admission.

Student Information

Any student admitted to the school must have records such as a report card and/or transcript from the previous school attended to verify his or her academic standing. Verification of residency and current immunization records are also required. Every student enrolling in the school for the first time must present documentation of immunizations as required by the Texas Department of State Health Services.

No later than 30 days after enrolling in the school, the parent and school district in which the student was previously enrolled shall furnish records which verify the identity of the student. These records may include the student's birth certificate or a copy of the student's school records from the most recently attended school.

The school forwards a student's records on request to a school in which a student seeks or intends to enroll without the necessity of the parent's consent.

Providing False Information

A person who knowingly falsifies information on a form required for enrollment of a student in the school may be guilty of an offense under Section 37.10 of the Texas Penal Code.

Non-Discrimination

It is the policy of the school to prohibit discrimination in student admission on the basis of sex, national origin, ethnicity, religion, disability, academic, artistic, or athletic ability, or the district the student would otherwise attend in accordance with the TEC.

Fees

Materials that are part of the basic educational program are provided with state and local funds at no charge to a student. A student, however, is expected to provide his or her own pencils, paper, pens, erasers, notebooks, calculators, headsets, etc., and may be required to pay certain other fees or deposits, including payment of:

1. a fee for materials for a class project that the student will keep, if the fee does not exceed the cost of materials;
2. membership dues in voluntary student clubs or organizations and admission fees to extracurricular activities;
3. a security deposit for the return of materials, supplies, or equipment;

4. a fee for personal physical education and athletic equipment and apparel, although a student may provide the student's own equipment or apparel if it meets reasonable requirements and standards relating to health and safety;
5. a fee for voluntarily purchased items, such as student publications, class rings, pictures, yearbooks, graduation announcements, etc.*;*
6. a fee for voluntary student health and accident benefit plan;
7. a reasonable fee, not to exceed the actual annual maintenance cost, for the use of musical instruments and uniforms owned or rented by the school;
8. a fee for items of personal apparel used in extracurricular activities that become the property of the student;
9. a parking fee;
10. a fee for a student identification card;
11. a fee for a driver training course, not to exceed the actual cost per student in the program for the current school year;
12. a fee for an optional course offered for credit that requires the use of facilities not available on campus or the employment of an educator who is not part of the school's regular staff;
13. a fee for summer school courses that are offered tuition-free during the regular school year;
14. a reasonable fee for transportation of a student who lives within two miles of the campus;
15. a reasonable fee, not to exceed $50, for costs associated with an educational program offered outside of regular school hours through which a student who was absent from class receives instruction voluntarily for the purpose of making up the missed instruction and meeting the level of attendance required for class credit, so long as the fee would not create a financial hardship or discourage the student from attending the program;
16. a fee for lost, damaged, or overdue textbooks, library books, technological equipment, and academic curriculum materials; or
17. a fee specifically permitted by any other statute.

Refer to the Campus Handbook Supplement for additional information regarding the amount and method of collecting specific fees.

Leaving Campus during the School Day

A student who will need to leave campus during the day must submit a note to the school office from his or her parent that provides the following information:

1. student's name,
2. reason for student's need to leave campus,
3. time student will need to be gone from campus,
4. phone number where parent may be reached to confirm parent's permission,
5. parent's name, and
6. parent's signature.

No student will be permitted to leave campus before the school office confirms the student's need to leave campus with the student's parent by phone.

Students who fail to check in/out before leaving and/or returning to campus will be considered truant from any instructional hours missed.

Students will not be allowed to leave in the custody of any person not named on the Student Registration Card. Photo identification is required.

Doctor's appointments should be scheduled, if possible, at times when the student will not miss instructional time.

Lockers

If provided, lockers remain under the jurisdiction of the school even when assigned to an individual student. The school reserves the right to inspect all lockers. A student has full responsibility for the security of the locker and is responsible for making certain that it is locked and that the combination is not available to others. Locker searches may be conducted at any time, whether or not the student is present. The decision to assign lockers rests with the Campus Director.

Lost and Stolen Items

All articles, including books, found on campus should be taken to the school office. All articles not claimed at the end of the school year will be disposed of through proper channels. Students are not to bring electronic

entertainment devices and other personal items to school. The school is not responsible for lost or stolen items.

Meals

The school serves breakfast or breakfast and lunch through participation in the National Breakfast and School Lunch Program. Texas Department of Agriculture ("TDA") and United States Department of Agriculture ("USDA") guidelines are followed to meet the nutritional needs for all students.

Menus

Menus may be obtained at the school office.

State-Mandated Nutrition Guidelines

TDA policy places strict limits on any food or drink provided or sold to students, other than through the school's Food and Nutrition Services. Elementary school students may not have access to candy or any other food of minimal nutritional value during the school day. Middle school and high school students also have restrictions during meal periods. The specific policy may be obtained at the school office or online at https://texasagriculture.gov/.

Free and Reduced-Cost Meals

The school sends applications for free or reduced cost meals to the student's home at the beginning of each school year and throughout the remainder of the year. Applications must be complete, listing all members of the household and family income. Should the family income status change, assistance may be requested at any time during the school year. Only one application for each household is required. Completed applications should be returned to the school office.

Meal Charge Policy

All students will pay for meals at the district's published standard rate each day. A student will be allowed to charge a maximum of three meals to their account after the balance reaches zero. Once a student has charged those three meals, he/she will not be allowed to charge a lunch meal. However, he/she will be offered a designated lunch alternative. Any negative balance will be carried over to the next school year.

Note: On campuses that offer cooking on site, the cost of the paid lunch price is naturally higher as it costs more to make from scratch on site. Meal costs are found posted in each lunchroom and should be in each Campus Handbook Supplement.

Lunch Application

Parents and families are encouraged to apply for free or reduced price lunches for their child. Free and reduced lunch applications are available at the front desk or online at www.lunchapplication.com.

Online Payment System

K12 Payment Center is a quick and easy payment system for your student's meals and/or school fees. Parents can deposit to multiple students' accounts with one single payment.

Parents/Guardians are responsible for meal payment to the campus. Notices of low or deficit balances will be sent to parents/guardians at regular intervals during the school year.

All school cafeterias possess computerized point of sale/cash register systems that maintain records of all monies deposited and spent for each student and said records are available by setting up an account at www.k12paymentcenter.com.

Students/Parents/Guardians

Meals must be paid for in advance via www.k12paymentcenter.com. Funds should be maintained in accounts to minimize the possibility that a child may be without meal money on any given day. Any remaining funds for a particular student will be carried over to the next school year.

Refunds

Submit a written/e-mail request to obtain a refund for withdrawn and/or graduating students.

Messages for Students

It is not possible to receive and deliver telephone messages and/or supplies to students without interrupting classes and interfering with the learning environment that the school staff works so hard to maintain. In the case of an emergency, the school office should be contacted for assistance.

Notice of Non-Discrimination

The school, as an equal opportunity educational provider and employer, does not discriminate on the basis of race, color, religion, sex, national origin, disability, age, or any other basis prohibited by law, in educational programs or activities, including vocational and career technology (CTE) programs. Responsive Education Solutions and its schools comply with Title VI and Title VII of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; Title II of the Americans with Disabilities Act of 1990 (ADA), as amended, which incorporates and expands upon the requirements of Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and any other legally-protected classification or status protected by law.

In accordance with Title IX, the district does not discriminate on the basis of sex in its educational programs or activities. The requirement not to discriminate extends to admission and employment. Inquiries about the application of Title IX may be referred to the district's Title IX Coordinator (see below), to the Assistant Secretary for Civil Rights of the Department of Education, or both.

Questions or concerns about compliance with these federal programs should be brought to the attention of the following persons designated as being responsible for coordinating compliance with these requirements:

For concerns regarding discrimination on the basis of sex, including sexual harassment, sexual assault, dating violence, domestic violence, and gender-based harassment, contact the Title IX Coordinator, Rosalinda Gonzalez, at 1301 Waters Ridge, Lewisville, TX 75057; (972) 316-3663 ext. 238; TitleIX@responsiveed.com. Reports can be made at any time and by any person, including during non-school hours, by mail, phone, or e-mail. During school business hours, reports may also be made in person. Upon receiving notice or an allegation of sex-based harassment, the Title IX Coordinator will promptly respond in accordance with ResponsiveEd policy.

For concerns regarding discrimination on the basis of disability, contact the Executive Director of Special Education, Dyslexia, & Section 504 Services, Suzan Brown, at 1301 Waters Ridge, Lewisville, TX 75057; (972) 316-3663 ext. 359; specialeducation@resposiveed.com.

For all other concerns regarding discrimination, contact HR@responsiveed.com

Career and Technical Education (CTE) Programs

ResponsiveEd offers a comprehensive program that is designed to prepare students to be successful whether they choose to pursue higher education, technical or trade school, or to enter the workforce after completing their high school education. Course offerings and content are continuously monitored to ensure that programs are current with today's technology and are relevant to the requirements of today's employer. Admission to these programs is based on interest and aptitude, age appropriateness, academic achievement, state and local policy, class space available, and any course prerequisites.

It is the policy of ResponsiveEd not to discriminate on the basis of race, color, national origin, sex, or handicap in its career and technical education programs, services, or activities as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as amended.

ResponsiveEd will take steps to ensure that lack of English skills will not be a barrier to admission and participation in all educational and vocational programs. For additional information about your rights or grievance procedures, please contact the Human Resources department at our home office by calling (972) 316-3663, or contact the Title IX Coordinator or the Section 504 Coordinator, whose contact information is set forth in the Notice of Non-Discrimination section above.

Parking Regulations [H]

Being able to bring a vehicle on campus is a privilege. The school is not responsible for damage to a vehicle that occurs while it is on campus. A student has full responsibility for the security of his or her vehicle and must make certain that it is locked and that the keys are not given to others. Permission is required for any student who finds it necessary to go to his or her vehicle during the school day.

Vehicles parked on campus are under the jurisdiction of the school. School officials may search any vehicle any time there is reasonable cause to do so, with or without the presence of the student. A copy of the student's driver's license and insurance must be on file in the school office.

Parking Fee

Students who drive to campus must park in designated student parking areas. Students may be required to purchase a parking sticker from the school office each year. If required, the failure to purchase a parking sticker will be considered a parking infraction and will result in appropriate disciplinary action. Refer to the Campus Handbook Supplement for additional information.

Operation of Motor Vehicles on Campus

Any law or ordinance regulating traffic on a public highway or street also applies to the operation of a vehicle on campus. In addition to potential city citations for violation of motor vehicle traffic laws or ordinances, students will receive a warning and referral to the Campus Director's office for the following violations:

1. parking in a fire lane,
2. failure to park in a designated student parking area,
3. jumping (driving over) a curb,
4. double parking,
5. parking in a handicapped space or walkway,
6. parking in a crosswalk or ramp,
7. ignoring instructions from school staff monitoring the parking lot, or
8. parking on a water sprinkler.

A student who has had parking privileges revoked may have his or her car towed at the student's expense. All students wishing to exercise their right to drive/park a motor vehicle on campus will be required to submit a vehicle identification form each school year, which will remain on file in the campus office.

Pledge of Allegiance/Minute of Silence

As required by state law, each school day, students will recite the Pledge of Allegiance to the United States flag and the Pledge of Allegiance to the Texas flag. Parents may submit a written request to the Campus Director at the school office to excuse their student from reciting a pledge.

One minute of silence will follow recitation of the pledges. During the one-minute period, each student may choose to reflect, pray, meditate, or engage in any other silent activity that is not likely to interfere with or distract others. State law does not allow students to be excused from participation in the required minute of silence.

In addition, state law requires that the school provides for the observance of one minute of silence at the beginning of the first class period when September 11 falls on a regular school day in remembrance of those who lost their lives on September 11, 2001.

Religious Expression

Student Expression of Religious Viewpoints

The school shall treat a student's voluntary expression of a religious viewpoint, if any, on an otherwise permissible subject in the same manner the school treats a student's voluntary expression of a secular or other viewpoint on an otherwise permissible subject and may not discriminate against the student based on a religious viewpoint expressed by the student on an otherwise permissible subject.

Religious Expression in Class Assignments

Students may express the students' beliefs about religion in homework, artwork, and other written and oral assignments free from discrimination based on the

religious content of the students' submission. Homework and classroom work shall be judged by ordinary academic standards of substance and relevance and against other legitimate pedagogical concerns identified by the school. Students may not be penalized or rewarded on account of religious content. If a teacher's assignment involves writing a poem, the work of a student who submits a poem in the form of a prayer (for example, a psalm) should be judged on the basis of academic standards, including literary quality, and not penalized or rewarded on account of its religious content.

Freedom to Organize Religious Groups and Activities

Students may organize prayer groups, religious clubs, "see you at the pole" gatherings, and other religious gatherings before, during, and after school to the same extent that students are permitted to organize other non-curricular student activities and groups. Religious groups must be given the same access to school facilities for assembling as is given to other non-curricular groups, without discrimination based on the religious content of the group's expression. If student groups that meet for nonreligious activities are permitted to advertise or announce the groups' meetings, for example, by advertising in a student newspaper, putting up posters, making announcements on a student activities bulletin board or public address system, or handing out leaflets, school authorities may not discriminate against groups that meet for prayer or other religious speech. School authorities may disclaim sponsorship of non-curricular groups and events, provided they administer the disclaimer in a manner that does not favor or disfavor groups that meet to engage in prayer or other religious speech.

Prayer

Each student has an absolute right to individually, voluntarily, and silently pray or meditate in school in a manner that does not disrupt the instructional or other activities of the school. The school will not require, encourage, or coerce a student to engage in or refrain from such prayer or meditation during any school activity.

Respect for All

The school has a diverse student population and strives to maintain an environment of respect and acceptance. Students must not engage in harassing behaviors motivated by ethnicity, gender, color, religion, national origin, or disability directed toward another student.

Students are expected to treat other students and school staff with courtesy and respect, to avoid any behaviors known to be offensive, and to stop these behaviors when asked or told to stop.

School Calendar

The school operates according to the annually Board-adopted school calendar. Refer to the Campus Handbook Supplement for procedures relating to the announcement of school closings in the event of bad weather. Holidays may be used as school make-up days for days lost due to bad weather. The latest changes to the calendar will be available on the school website.

School-Day Schedule

Refer to the Campus Handbook Supplement for information regarding the school-day schedule and whether supervision of students before or after school is available.

School Facilities Use

Certain areas of the campus will be accessible to students before and after school for specific purposes. Students are required to remain in the area where their activity is scheduled to take place. Unless the school staff member overseeing the activity gives permission, a student will not be permitted to go to another area of the campus. Unless involved in an activity under the supervision of school staff, students must leave campus once school is dismissed.

School Functions

Students are held responsible for their conduct while in attendance at any school function. A student who is on

campus or in attendance at any school function at any place, night or day, is subject to all regulations of the school and will be governed accordingly. Student identification cards may be required to attend some school functions.

School-Sponsored Trips

Many school-sponsored trips are made each year for the various activities in which students participate. The following regulations govern trips sponsored by the school:

1. Students missing school when on a school-sponsored trip are not counted absent, but are required to make up the work missed. Arrangements should be made with each teacher for make-up work before the trip is made.
2. Students must take the responsibility of observing all safety rules.
3. Students making a school-sponsored trip are under the supervision of a sponsor and are expected to follow the school Student Code of Conduct and dress code.
4. Students may not miss any class more than ten times within the school year, unless they are participating in competition beyond the district level.

Skateboards

Students are not permitted to use their skateboards, scooters, and/or roller blades on campus at any time. If a student is using any of the above instruments as a means of transportation to or from school, he or she must walk and carry the skateboard, scooter, and/or roller blades while on campus. Skateboards, scooters, or roller blades should be kept in a locker or other designated place approved by a teacher or the Campus Director until the end of the school day.

Student Speakers at School Events

Student Speakers at Non-Graduation Events

The school hereby creates a limited public forum for student speakers at all school events at which a student is to publicly speak. For each speaker, the school shall set a maximum time limit reasonable and appropriate to the occasion. Student speakers shall introduce:

1. athletic events designated by the school;
2. opening announcements and greetings for the school day; and/or
3. any additional events designated by the school, which may include, without limitation, assemblies, and pep rallies.

The forum shall be limited in the manner provided by this section.

Only those students in the highest two grade levels of the school and who hold one of the following positions of honor based on neutral criteria are eligible to use the limited public forum: student council officers, class officers of the highest grade level in the school, captains of the school's sports teams, and other students holding positions of honor as the school may designate.

An eligible student shall be notified of the student's eligibility, and a student who wishes to participate as an introducing speaker shall submit the student's name to the school office during an announced period of not less than three days. The announced period may be at the beginning of the school year, at the end of the preceding school year so student speakers are in place for the new year, or, if the selection process will be repeated each semester, at the beginning of each semester, or at the end of the preceding semester, so speakers are in place for the next semester. The names of the volunteering student speakers shall be randomly drawn until all names have been selected, and the names shall be listed in the order drawn. Each selected student will be matched chronologically to the event for which the student will be giving the introduction. Each student may speak for one week at a time for all introductions of events that week, rotate after each speaking event, or otherwise as determined by the school. The list of student speakers shall be chronologically repeated as needed, in the same order. The school may repeat the selection process each semester rather than once a year.

The subject of the student introductions must be related to the purpose of the event and to the purpose of

marking the opening of the event, honoring the occasion, the participants, and those in attendance, bringing the audience to order, and focusing the audience on the purpose of the event. The subject must be designated, a student must stay on the subject, and the student may not engage in obscene, vulgar, offensively lewd, or indecent speech.

For as long as there is a need to dispel confusion over the non-sponsorship of the student's speech at each event in which a student will deliver an introduction, a disclaimer shall be stated in written or oral form, or both, such as,

> *The student giving the introduction for this event is a volunteering student selected on neutral criteria to introduce the event. The content of the introduction is the private expression of the student and does not reflect the endorsement, sponsorship, position, or expression of the school.*

Certain students who have attained special positions of honor in the school have traditionally addressed school audiences from time to time as a tangential component of their achieved positions of honor, such as the captains of various sports teams, student council officers, class officers, homecoming kings and queens, prom kings and queens, and the like, and have attained their positions based on neutral criteria. Nothing in this policy eliminates the continuation of the practice of having these students, irrespective of grade level, address school audiences in the normal course of their respective positions. The school shall create a limited public forum for the speakers and shall treat a student's voluntary expression of a religious viewpoint, if any, on an otherwise permissible subject in the same manner the school treats a student's voluntary expression of a secular or other viewpoint on an otherwise permissible subject and may not discriminate against the student based on a religious viewpoint expressed by the student on an otherwise permissible subject.

Student Speakers at Graduation

The school hereby creates a limited public forum consisting of an opportunity for a student to speak to begin graduation ceremonies and another student to speak to end graduation ceremonies. For each speaker, the school shall set a maximum time limit reasonable and appropriate to the occasion.

The forum shall be limited in the manner provided by this section.

Only students who are graduating and who hold one of the following neutral criteria positions of honor shall be eligible to use the limited public forum: student council officers, class officers of the graduating class, the top three academically ranked graduates, or a shorter or longer list of student leaders as the school may designate. A student who will otherwise have a speaking role in the graduation ceremonies is ineligible to give the opening and closing remarks. The names of the eligible volunteering students will be randomly drawn. The first name drawn will give the opening and the second name drawn will give the closing.

The topic of the opening and closing remarks must be related to the purpose of the graduation ceremony and to the purpose of marking the opening and closing of the event, honoring the occasion, the participants, and those in attendance, bringing the audience to order, and focusing the audience on the purpose of the event.

In addition to the students giving the opening and closing remarks, certain other students who have attained special positions of honor based on neutral criteria, including, without limitation, the valedictorian, will have speaking roles at graduation ceremonies. For each speaker, the school shall set a maximum time limit reasonable and appropriate to the occasion and to the position held by the speaker. For this purpose, the school creates a limited public forum for these students to deliver the addresses. The subject of the addresses must be related to the purpose of the graduation ceremony, marking and honoring the occasion, honoring the participants and those in attendance, and the student's perspective on purpose, achievement, life, school, graduation, and looking forward to the future.

The subject must be designated for each student speaker, the student must stay on the subject, and the student may not engage in obscene, vulgar, offensively lewd, or indecent speech. The school shall treat a

student's voluntary expression of a religious viewpoint, if any, on an otherwise permissible subject in the same manner the school treats a student's voluntary expression of a secular or other viewpoint on an otherwise permissible subject and may not discriminate against the student based on a religious viewpoint expressed by the student on an otherwise permissible subject.

A written disclaimer shall be printed in the graduation program that states:

> *The students who will be speaking at the graduation ceremony were selected based on neutral criteria to deliver messages of the students' own choices. The content of each student speaker's message is the private expression of the individual student and does not reflect any position or expression of the school; the school's employees, administration, or board of trustees; or the views of any other graduate. The contents of these messages were prepared by the student volunteers, and the school refrained from any interaction with student speakers regarding the student speakers' viewpoints on permissible subjects.*

Tardiness

Students who are late to class are designated tardy and will be assigned disciplinary consequences if they are tardy, without an acceptable excuse, on four or more days within a period of 45 rolling school days. Egregious tardiness—e.g., arriving to school after attendance has been taken—will be classified as an absence for the purpose of compulsory attendance enforcement if unexcused.

Nearly all tardiness is avoidable and is excusable only in cases of illness or emergency. To get an excused tardy slip, the student's parent must report to the school office the emergency which caused the delay.

Telephone

Because of the tremendous amount of essential business that must be transacted over the school office telephones, students are requested not to ask for use of the telephone except in emergencies. The school office staff will deliver messages in cases of emergency. No toll calls from office telephones are to be made by students.

Transfers within the ResponsiveEd Community of Schools

Parents of students under 18 years of age and students 18 years of age and older may request a transfer to another ResponsiveEd community school operated under the same charter by submitting a "Student Transfer Request Form" to the Campus Director at the school office. A "Student Transfer Request Form" may be obtained at the school office.

Transfer Window

Transfer requests are accepted annually in the school office and must be received during the transfer window for consideration. The transfer window coincides with the established open-enrollment period for each year.

In general, transfer requests will not be considered outside the transfer window except for new ResponsiveEd employees within their first month of employment and those who move during the course of the school year. The Campus Director reserves the right to make exceptions in extenuating situations.

Notification of the decision for a transfer request will be communicated in writing by March 1.

The school may delay a decision when the school determines a delay is necessary to properly consider relevant information and operational needs.

Considerations of Transfer Request

Upon receipt of the "Student Transfer Request Form," the Campus Directors of the sending and receiving schools will consider the following factors when approving transfers:

1. overcrowding at the sending and receiving schools;
2. size of the sending and receiving schools;
3. length of time for which the transfer is requested (The student must intend to remain for the full year.);

4. student attendance history;
5. student discipline history;
6. student academic performance; (i.e., Students must be passing all subjects/courses.)
7. whether the student is a child of a ResponsiveEd employee; and
8. the existence and extent of a waiting list at the receiving school; and
9. extenuating circumstances as determined on a case-by-case basis.

If approved, a transfer student may receive priority status.

Length of Approved Transfers

Once a transfer is granted, the student will transfer as a full-time student to the requested school. The parent may elect a one-time option to request a transfer returning to the student's sending school at the end of the semester (Grades 9–12) or the end of the year (Grades 1–8).

Reasons for Transfer Revocation

Transfers may be revoked by the receiving Campus Director for any of the following reasons:

1. changes in the facility and/or instructional capacity at the receiving school;
2. falsification of residence, transfer, or enrollment documents; or
3. other relevant factors as determined by the Campus Director.

Once a transfer is revoked, the student must return to his or her sending school. Except when deemed necessary by the Campus Director, no further transfer request will be granted for this student.

Appeals

Decisions regarding student transfers may be appealed in accordance with the school grievance procedure (see "Student or Parent Complaints and Concerns," p. 72).

Transportation

Students who participate in school-sponsored trips may be required to ride a school vehicle (i.e., a vehicle driven for school-related business or owned, leased, or rented by the school). The Campus Director, however, may make an exception if the parent personally requests that the student be permitted to ride with the parent, or if the parent presents—prior to the day of the scheduled trip—a written request that the student be permitted to ride with an adult designated by the parent.

Riding a school vehicle is a privilege. School vehicle drivers have the authority to maintain discipline and require seating charts. When riding a school vehicle, students are held to behavioral standards established in this Handbook and the Student Code of Conduct. Students must:

1. follow the driver's directions at all times;
2. enter and leave the vehicle in an orderly manner;
3. keep feet, books, instrument cases, and other objects out of the aisle;
4. not deface the vehicle or its equipment;
5. not put head, hands, arms, legs, or any object out of any window; and
6. wait for the driver's signal in order to leave or cross in front of the vehicle.

Only designated students are allowed to ride in the vehicle. Students may neither ride the vehicle to a different location nor have friends ride the vehicle to participate in after-school activities.

If a special needs student is receiving bus transportation as a result of an Individual Education Plan (IEP), the Admission Review and Dismissal (ARD) Committee will have the discretion in determining appropriate disciplinary consequences.

Use of Student's Image/Information

Photographs of students (including video images) along with student names, activities, honors, and achievements will be allowed for use in official school projects and events unless a parent specifically requests in writing that such usage be denied. Individual student photos for official campus identification cards may be taken as required.

Displaying a Student's Artwork, Projects, Photos, and Other Original Work

Teachers may display student work in classrooms or elsewhere on campus as recognition of student achievement. However, the school will seek parental consent before displaying student artwork, special projects, photographs taken by students, and other original works on the school website, on any campus or classroom website, in printed materials, by video, or by any other method of mass communication. The school will also seek consent before displaying or publishing an original video or voice recording in this manner.

Visitors

Parents and other visitors are welcome to visit the campus. No visitors will be allowed in any part of the building without first obtaining approval from the school office. The school will take the following actions when there is a visitor at the school:

1. The visitor must first report to the school office, and will be required to furnish a U.S. federal or state-issued photo ID.
2. The visitor's information will be stored in an electronic database to document visitors to the school. Information stored in the electronic database may be used only for the purpose of school security, and may not be sold or otherwise disseminated to a third party for any purpose.
3. The school will verify whether the visitor is a sex offender registered with the computerized central database maintained by the Department of Public Safety or any other database accessible by the school. Visitors identified as sex offenders shall be escorted by school staff at all times during a school visit.
4. A visitor badge will be issued to the visitor and displayed conspicuously during the visit.

Visits to individual classrooms during instructional time are permitted only with approval of the Campus Director and teacher, and such visits are not permitted if their duration or frequency interferes with the delivery of instruction or disrupts the normal school environment.

Volunteers

ResponsiveEd encourages parents, guardians, grandparents, or other relatives of students to volunteer with the school. Anyone who is interested in participating as a volunteer must submit an application and register as a volunteer with the Campus Director. While the school encourages volunteerism, the safety of each student is vital. In accordance with state law and to ensure the safety of students, annual criminal history background checks for volunteers are required. "Volunteer" means any person who regularly provides services for or on behalf of the school, and includes a person volunteering for a single field-trip or event, on school premises or at a school-sponsored or school-related activity on or off school property, who does not receive compensation in excess of reimbursement for expenses. All volunteers must clear the background check before they can begin volunteer work and must provide an official form of identification. Volunteers must adhere to any and all volunteer guidelines and directions given by the school.

Withdrawals

A student under 18 may be withdrawn from school only by a parent. The school requests notice from the parent at least three days in advance so that records and documents may be prepared. Less than three days' notice may result in forms being mailed. A withdrawal form may be obtained from the school office.

A student who is 18 years of age or older, who is married, or who has been declared by a court to be an emancipated minor, may withdraw without parental signature. In all cases, withdrawal forms must be appropriately completed and signed before withdrawal is complete.

The school may initiate withdrawal of a student for non-attendance if:

1. the student has been absent ten consecutive school days and repeated efforts by the school to locate the student have been unsuccessful, or
2. the student is 18 years of age or older has more than five unexcused absences in one semester.

Student safety on campus and at school-related events is a high priority of the school. Although the school has implemented safety procedures, the cooperation of students is essential to ensure school safety. A student should:

1. avoid conduct that is likely to put the student or other students at risk;
2. follow the behavioral standards in this Handbook, including the Student Code of Conduct, as well as any additional rules for behavior and safety set by the Campus Director, teachers, or school staff;
3. remain alert to and promptly report to school staff safety hazards, such as intruders on campus and threats made by any person toward a student or school staff;
4. know emergency evacuation routes and signals;
5. immediately follow the instructions of school staff who are overseeing the welfare of students; and
6. make anonymous reports about school safety concerns by contacting the Executive Director of Safety and Security, Steve Chaney, at (972) 316-3663 ext. 261; safety@responsiveed.com.

Asbestos Management Plan

The school has every facility inspected for asbestos before use by a licensed Asbestos Hazard Emergency Response Act (AHERA) inspector. An Asbestos Management Plan is created for the school in accordance with federal regulations by AHERA. Parents may view the Asbestos Management Plan by contacting the school office.

Bacterial Meningitis

What is meningitis?

Meningitis is an inflammation of the covering of the brain and spinal cord. It can be caused by viruses, parasites, fungi, and bacteria. Viral meningitis is most common and the least serious. Bacterial meningitis is the most common form of serious bacterial infection with the potential for serious, long-term complications. It is an uncommon disease, but requires urgent treatment with antibiotics to prevent permanent damage or death.

What are the symptoms?

Someone with meningitis will become very ill. The illness may develop over one or two days, but it can also rapidly progress in a matter of hours. Not everyone with meningitis will have the same symptoms.

Students and adults with meningitis may have a severe headache, high temperature, vomiting, sensitivity to bright lights, neck stiffness or joint pains, and drowsiness or confusion. In both students and adults, there may be a rash of tiny, red-purple spots. These can occur anywhere on the body.

The diagnosis of bacterial meningitis is based on a combination of symptoms and laboratory results.

How serious is bacterial meningitis?

If it is diagnosed early and treated promptly, the majority of people make a complete recovery. In some cases it can be fatal or a person may be left with a permanent disability.

How is bacterial meningitis spread?

Fortunately, none of the bacteria that cause meningitis are as contagious as diseases like the common cold or the flu, and they are not spread by casual contact or by simply breathing the air where a person with meningitis has been. The germs live naturally in the back of our noses and throats, but they do not live for long outside the body. They are spread when people exchange saliva (such as by kissing and sharing drinking containers, utensils, or cigarettes).

The germ does not cause meningitis in most people. Instead, most people become carriers of the germ for days, weeks, or even months. The bacteria rarely overcome the body's immune system and cause meningitis or another serious illness.

How can bacterial meningitis be prevented?

Using good health practices such as covering your mouth and nose when coughing or sneezing and washing your hands with soap and water can help stop the spread of the bacteria. Students should not share food, drinks, utensils, toothbrushes, or cigarettes. Students should limit the number of persons they kiss. There are vaccines available to offer protection from some of the bacteria that can cause bacterial meningitis. The vaccines are safe and effective (85–90%) and can cause mild side effects, such as redness and pain at the injection site lasting up to two days. Immunity develops within seven to ten days after the vaccine is given and lasts for up to five years.

The Texas Department of State Health Services requires at least one meningococcal vaccine (MCV4) in Grade 7. One dose of quadrivalent meningococcal conjugate vaccine is required on or after the student's 11th birthday. If a student received the vaccine at ten years of age, this will satisfy the state's requirement.

What should students do if they think they or a friend might have bacterial meningitis?

Students should seek prompt medical attention.

Where can students get more information?

A family doctor and the staff at the local or regional health department office are excellent sources for information on all communicable diseases. Parents and students may also call the local health department or Regional Texas Department of Health office to ask about the meningococcal vaccine. Additional information may also be found at the following websites for the Centers for Disease Control and Prevention www.cdc.gov and the Texas Department of State Health Services www.dshs.state.tx.us.

Child Abuse and Other Maltreatment Reporting and Investigations

District Plan

The district has established a plan for addressing child abuse, sex trafficking, and other maltreatment of children, which may be accessed at: responsiveed.com/child-abuse-and-other-maltreatment.

Reporting Procedures

A person who suspects that a child is neglected, being abused, or is a victim of sex trafficking has a legal responsibility under state law to report such suspected abuse to Child Protective Services at 1 (800) 252-5400 or the local police department at 911.

Students who believe they are the subjects of sexual abuse or other maltreatment should report the incident immediately to a teacher or the Campus Director.

If a parent has cause to believe that a student has been or may be abused or neglected at school, the parent shall immediately notify the Campus Director at the school and make an oral report to Child Protective Services at 1 (800) 252-5400 or the local police department at 911.

Counseling Services

Counseling services will be made available for students affected by sexual abuse or other maltreatment.

Additional Information

Additional information regarding sexual abuse and other maltreatment of children, including prevention techniques and knowledge of likely warning signs indicating that a child may be a victim of sexual abuse or other maltreatment, may be found at the following Texas Education Agency website: https://tea.texas.gov/texas-schools/health-safety-discipline/child-abuse-prevention/child-abuse-prevention-an-overview.

Staff Training

All members of the school staff are trained annually in child abuse awareness, child sexual abuse, trafficking, neglect, and other maltreatment of children, including maltreatment of children with significant cognitive disabilities and reporting procedures.

Student Interviews at School

The school cooperates with official child abuse investigators as required by law. The school may not interfere with an investigation of a report of child abuse or

neglect conducted by the Texas Department of Family and Protective Services (DFPS). The school shall permit the investigator to conduct the required interview with the student at any reasonable time at the school. The school may not require the investigator to permit school staff to be present at a student interview conducted at school.

Notification of Parents

Investigations at school may be conducted by authorized law enforcement or state agencies without prior notification or consent of the student's parents if necessary.

Children of Military Families

Children of military families will be provided flexibility regarding certain school requirements, including:

1. immunization requirements;
2. grade level, course, or educational program placement;
3. eligibility requirements for participating in extracurricular activities; and
4. graduation requirements.

In addition, absences related to a student visiting with his or her parent, including a stepparent or legal guardian, who has been called to active duty for, is on leave from, or is returning from a deployment of at least four months will be excused by the school. The school will permit no more than five excused absences per year for this purpose. For the absence to be excused, the absence must occur no earlier than the 60th day before deployment or no later than the 30th day after the parent's return from deployment.

Cold/Heat/Ozone Guidelines

Weather conditions can pose a risk to the health of students. The following guidelines are intended to assist when making decisions regarding outside activities during periods of high heat or heat index, when there is an ozone warning or when other atmospheric conditions pose a health risk to students. Activity results in the loss of body fluids. Excessive heat and/or humidity increase the amount of fluid loss. The body needs a cool-down period to readjust itself to the cooler temperatures within the building. Efforts will be made to make sure that students consistently drink fluids so they do not dehydrate. If a student becomes thirsty, he or she is already under-hydrated. Fluids are especially important before any physical activity or before leaving an air-conditioned environment. Many medications prescribed for therapeutic purposes can potentially affect heat tolerance. Some students on medication have an impaired ability to dissipate heat from the body due to their medical conditions.

Parents should notify the school in writing if they do not want their children to go outside on days other than those mentioned above for recess or any other outside activity.

Hot Temperatures

When the temperature or heat index rises to 95 degrees or the ozone alert is orange, outdoor recess or activities should be limited to ten minutes.

When the temperature or heat index rises to 100 or the ozone alert is red or purple, no outside recess or activities should be allowed, except for normal dismissal procedures, but caution will be used during dismissal time to keep exposure to heat at a minimum.

Parents are encouraged to dress children in cotton material, loose fitting, lightweight, and light colored clothes. Parents are encouraged to provide a balanced diet including four to five servings of fruits and vegetables daily. These foods are not only natural sources of vitamins and electrolytes, but provide additional water to the body.

To the extent possible schedules will be rearranged so that outside activities can occur in the mornings, when the temperature is cooler. Discretion will be used to decrease outside activities when seasonal temperatures and humidity exceed those normal for this area. Vigilance in hydrating students before, during, and after outside activities will be used.

Efforts will be made to ensure that all staff members are aware of the signs, symptoms, and treatment procedures for heat-related illnesses. A cool-down period once the

students return to the building from outside activities will be encouraged.

Efforts will be made to ensure that students are aware that metal parts, including swing chains, metal slides, metal wheels, screws, and bolts will be hot and to avoid them as much as possible during this time.

During these times of heat, it is advised that students are to be kept inside the building while waiting for a bus, daycare van, or parent pick-up.

Cold Temperatures

During times of excessive cold weather, the following precautions should be taken:

When the temperature or wind chill is at or below 25 degrees, no outdoor recess or activities should be allowed. Parents are encouraged to dress children in appropriate cold weather clothing, including dressing in layers during the cold weather months.

If students do not have appropriate outerwear, they will be kept indoors.

Efforts will be made to ensure that all staff members are aware of the signs, symptoms, and treatment procedures for cold-related illnesses. During these times of cold, it is advised that students are to be kept inside the building while waiting for a bus, daycare van, or parent pick-up.

Contagious Diseases/Conditions

To protect other students from contagious illnesses, students infected with certain diseases are not allowed to come to school while contagious. If school staff suspects that a student may have a contagious disease based on signs or symptoms the student has, staff will exclude the student from attendance until all suspicious symptoms are gone or until the child's physician documents that the student may return to school. Parents of a student with a communicable or contagious disease should keep their child home and phone the school office so that other students who might have been exposed to the disease can be alerted.

The district is required to report certain contagious (communicable) diseases or illnesses to the Texas Department of State Health Services (DSHS) or to our local/regional health authority. A list of notifiable conditions can be found on the DSHS website. The school office can also provide information from DSHS on the notifiable conditions.

ResponsiveEd will follow the county, state, and the Centers for Disease Control and Prevention guidance regarding epidemics and pandemics such as COVID-19, including the guidelines from the Texas Education Agency (TEA). See the ResponsiveEd website for additional information and updates regarding how a current epidemic or pandemic like COVID-19 impacts school operations.

Doctor's Note after an Absence for Illness

Upon return to school, a student absent for more than three consecutive days because of personal illness must bring a statement from a doctor or health clinic verifying the illness or condition that caused the student's extended absence from school. Otherwise, the student's absence may be considered unexcused and if so, would be in violation of compulsory attendance laws.

Emergency Medical Treatment

If a student has a medical emergency at school or a school-related activity and the parent cannot be reached, school staff will seek emergency medical treatment unless the parent has previously provided a written statement denying this authorization. Therefore, parents are asked each year to complete an "Emergency Care Consent Form," which includes information about their student's allergies to medications, etc. Parents should keep emergency care information current (e.g., name of doctor, emergency phone numbers, allergies, etc.). An updated "Student Health Form" will be required at the beginning of each school year. Please inform the school office of any changes that occur during the school year. The parent and/or guardian is responsible for all incurred costs related to the student's emergency medical treatment.

Fire, Lock-Down, and Disaster Drills

Fire drills are conducted for two purposes:

1. to train students to leave the building orderly and quickly in case of an emergency alarm, and
2. to teach self-control in times of emergency.

When the fire alarm is sounded, all students should immediately walk out of the room and proceed to the designated exit. They should walk in an orderly manner, with no talking or pushing. When the students reach the safety zone designated by the teacher, they should face the building but remain in line.

In addition to fire drills, lock-down or disaster drills will also be conducted. Refer to the Campus Handbook Supplement for specific procedures relating to fire and disaster drills.

Food Allergies

Immediate notification should be made when students have been diagnosed with an allergy that could result in dangerous or possible life-threatening reactions either by inhalation, ingestion, or skin contact with a particular food. It is important to disclose the food to which the student is allergic to, as well as the nature of the allergic reaction. Please contact the school office if your child has a known food allergy or as soon as possible after any diagnosis of a food allergy.

The parent of each student enrolled in the school must complete the school's "Food Allergy Form." The school may also require information from a child's physician if the child has food allergies.

Food allergy information forms will be maintained in the child's student records and shall remain confidential. Information provided on food allergy information forms may be disclosed to teachers, school counselors, school nurses, and other appropriate school personnel only to the extent consistent with Board policy and as permissible under the Family Educational Rights and Privacy Act of 1974 (FERPA).

The district has developed and annually reviews a food allergy management plan, based on the Texas Department of State Health Services' (DSHS) "Guidelines for the Care of Students with Food Allergies At-Risk for Anaphylaxis."

The complete text of the "Guidelines for the Care of Students with Food Allergies At-Risk for Anaphylaxis" can be found on the DSHS website at dshs.texas.gov/schoolhealth/allergiesandanaphylaxis/. For additional information regarding food allergy administrative procedures and guidelines, please contact the Director of Health Services, Sherrie Calvert, at 1301 Waters Ridge, Lewisville, TX 75057; (972) 316-3663 ext. 291; healthservices@responsiveed.com.

Head Lice

Head lice, although not an illness or a disease, are very common among children and are spread very easily through head-to-head contact during play, sports, nap time, and when children share things like brushes, combs, hats, and headphones. If careful observation indicates that a student has head lice, school staff will contact the student's parent or guardian to have them picked up. More information on head lice can be obtained from the DSHS website at www.dshs.state.tx.us/schoolhealth/lice.shtm.

When an elementary student has head lice, the school will also provide written notice to the student's parent and the parents of each child assigned to the same classroom as required by state law.

Healthcare Appointments

A student may be excused for a temporary absence resulting from a visit to healthcare professionals if that student begins classes or returns to school on the same day of the appointment. A note from the healthcare professional must be provided to the school office upon return of the student to school. Students whose absences are excused for these reasons may not be penalized for that absence and will be counted as if the student attended school for attendance purposes. The student will be allowed a reasonable time to make up the missed school work.

Health Screenings

Students in mandated grades are required under state law to be screened for vision and hearing deficiencies, spinal curvature, and Type 2 diabetes. For information on spinal screening by an outside professional, please contact campus level health services staff.

Exemption

A student is exempt from screening if the screening conflicts with the tenets and practices of a recognized church or religious denomination of which the individual is an adherent or member. To qualify for the exemption, the student's parent must submit to the school office on or before the day of the screening procedure an affidavit stating the objections to screening.

Homeless Students

Please inform the district if you or your child are experiencing homelessness. District staff can share resources with you that may be able to assist you and your family.

Children experiencing homelessness will be provided flexibility with respect to the following:

1. proof of residency requirements;
2. immunization requirements;
3. education program placement in some instances, such as inability to provide previous academic records;
4. award of partial credit;
5. eligibility requirements for participation in extracurricular activities; and
6. review of graduation requirements.

For more information on services for homeless students, contact the district's McKinney-Vento Homeless Liaison, Colleen Randazzo, at 1301 Waters Ridge, Lewisville, TX 75057; (972) 316-3663 ext. 291; McKinneyVento@responsiveed.com.

Illness during School Hours

A student who becomes ill during school hours is to report to the teacher, who will then send him or her to the school office. No student is allowed to go home without the parent being notified. Students are not to call parents from school phones or cell phones asking to go home; such calls are to be made from the school office by school staff. A parent/guardian will not be called for each clinic visit. A parent/guardian will be notified by phone call or clinic information form of the following types of injuries or illnesses:

1. head injury – potential for delayed repercussions/possible concussions
2. vomiting, diarrhea, and/or fever greater than 100.0 degrees Fahrenheit – potential for a contagious condition/illness
3. ineffective medication regimen – such as, but not limited to, asthma inhaler, diabetes management, ADHD
4. life-threatening occurrences
5. orthopedic injuries that are not relieved with rest and ice
6. any injury/illness deemed necessary by the nurse

When your child is ill, please contact the school to let us know he or she won't be attending that day. It is important to remember that schools are required to exclude students with certain illnesses from school for periods of time as identified in state rules. Students should stay home from school due to illness if any of the following are present:

1. fever of 100.0 degrees Fahrenheit or higher in the past 24 hours;
2. vomiting and/or diarrhea in the past 24 hours;
3. itchy, red eyes with discharge;
4. unknown rash;
5. ringworm (until treatment has been started);
6. live head lice; or
7. jaundice.

An updated list of conditions for which the school must exclude students for health reasons can be provided by the school office. To protect students at school, students assessed with any of the signs and symptoms listed above will be sent home.

Immunizations

A student must be fully immunized against certain diseases or must present a certificate or statement that, for medical reasons or reasons of conscience, including a religious belief, the student will not be immunized. For exemptions based on reason of conscience, Responsive Education Solutions can honor only official forms issued by the Texas Department of State Health Services (DSHS) Immunization Branch. This form may be obtained by writing the DSHS Immunization Branch (MC1946), P.O. Box 149347, Austin, TX 78714-93447, or online at corequest.dshs.texas.gov.

The form must be notarized and submitted to the school office within 90 days of notarization. If the parent is seeking an exemption for more than one student in the family, a separate form must be provided for each student. These forms expire after two years.

Each student shall be fully immunized against diphtheria, tetanus, rubeola (measles), mumps, rubella, and poliomyelitis (polio). Students in Kindergarten through Grade 12 shall have the following additional vaccines according to the immunization schedules set forth in DSHS regulations: pertussis, hepatitis A, hepatitis B, and varicella (chickenpox). Students enrolling in Grade 7 through Grade 12 are required to have one dose of meningococcal (MCV4) vaccine on or after the student's 11th birthday. In accordance with state laws and regulations, additional vaccines may be required by DSHS and/or local health authorities in specific situations pursuant to a control order containing control measures.

The immunizations required are: diphtheria, tetanus, and pertussis; measles, mumps, and rubella; polio; hepatitis A; hepatitis B; varicella (chickenpox); and meningococcal (MCV4). The school staff can provide information on age-appropriate doses or an acceptable physician-validated history of illness required by the DSHS. Proof of immunization may be established by personal records from a licensed physician or public health clinic with a signature or rubber-stamp validation.

If a student is not immunized for medical reasons, the student or parent must present a certificate signed by a U.S. licensed physician stating that in the doctor's opinion, the immunization required poses a significant risk to the health and well-being of the student or a member of the student's family or household. This certificate must be renewed yearly unless the physician specifies a life-long condition.

Provisional Enrollment

A student can be enrolled provisionally for no more than 30 days from the first day of attendance if he/she:

1. is transferring from a Texas school to a Texas school and is awaiting the transfer of the immunization record; or
2. is a dependent of a parent who is Active Duty Military with a valid ID card and is awaiting the transfer of the immunization record.

A student who is homeless, as defined in the McKinney Vento Homeless Assistance Act or a student who is a child in foster care shall be enrolled temporarily for 30 days if acceptable evidence of vaccination is not available. The school shall promptly refer the student to an appropriate health provider to obtain the required vaccinations.

Should on day 30 of the provisional enrollment an up-to-date compliant immunization record is not received, then the student will be excluded from school and marked absent until the record is provided.

A student may be enrolled provisionally if the student has an immunization record that indicates the student has received at least one dose of each specified age-appropriate required vaccine. To remain enrolled, the student must complete the required subsequent doses in each vaccine series on schedule and as rapidly as is medically feasible and provide acceptable evidence of vaccination to the school. The school shall review the immunization status of a provisionally enrolled student every 30 days to ensure continued compliance in completing the required doses of vaccination. If, at the end of the 30-day period, a student has not received a subsequent dose of vaccine, then the student is not in compliance and the school shall exclude the student from school attendance until the required dose is administered.

Immunization Records Reporting

The school's record of a student's immunization history, while private in most instances, may be inspected by the Texas Education Agency, local health departments, and the Texas Department of State Health Services and transferred to other schools associated with the transfer of the student to those schools.

Injuries/Accident Insurance

The school is not responsible for medical costs associated with a student's injury nor is the school responsible for medical costs associated with injuries to parents, visitors, or volunteers. At the beginning of each school year, the school does make available, however, an optional, low-cost student accident insurance program to assist parents in meeting medical expenses. A parent who desires coverage for his or her student will be responsible for paying insurance premiums and submitting claims.

Investigations and Searches

Students shall not place, keep, or maintain any article or material prohibited by school policy or that would lead school officials to reasonably believe that it would cause a substantial disruption at school or at a school-sponsored or school-related function. Campus Directors and teachers have the right to question students regarding their conduct or the conduct of others.

In the interest of promoting student safety and attempting to ensure that the school is safe and drug free, school administrators may from time to time conduct searches. Such searches are conducted without a warrant and as permitted by law.

Administrators, teachers, and other professional personnel may question a student regarding the student's own conduct or the conduct of other students. In the context of school discipline, students have no claim to the right not to incriminate themselves.

School staff may conduct searches of a student's outer clothing, pockets, personal property/belongings (backpack, etc.), and vehicles on school property and property under school control in accordance with law and Board policy. Searches will be conducted based on (1) reasonable suspicion or (2) securing the student's voluntary consent. Consent obtained through threat of contacting parents or the police authorities is not considered to be voluntarily given. Unless an emergency or urgent circumstances exist, searches shall be conducted by the Campus Director or Assistant Campus Director, or his or her designee, and with another staff member present for the search.

If a vehicle subject to search is locked, the student will be asked to unlock the vehicle. If the student refuses, the school will contact the student's parents. If the parents also refuse to permit the vehicle to be searched, the school may contact law enforcement officials. The school may contact law enforcement even if permission to search is granted.

Lockers, desks/offices, school provided technology, and other school property is subject to search or inspection at any time without notice, and with or without the presence of the student. Students should have no expectation of privacy in school property. Students are responsible for any item found in school property that has been provided to the student that is prohibited by law, school policy, or the Code of Conduct.

Students are responsible for prohibited items found in their possession, including items in their personal belongings or vehicle. The parent will be notified if any prohibited items are found in the student's possession.

Random Drug Searches [M] [H]

In order to ensure a drug-free learning environment, the school conducts random drug searches of the school facilities. The school may use or contract for specially trained dogs to alert school officials to the presence of prohibited or illegal items, including drugs and alcohol. Canine visits may be unannounced. The dogs shall not be asked to alert on students. At any time, trained dogs may be used around lockers and the areas around vehicles parked on campus. Searches of classrooms, common areas, or student belongings may also be conducted by trained dogs when students are not present. An item in

a classroom, a locker, or a vehicle to which a trained dog alerts may be searched by school officials.

Law Enforcement Agencies

Procedures for Law Enforcement Interviews

The following procedures shall be followed when law enforcement officers and other lawful authorities want to question or interview a student at the school:

1. The school shall verify and record the identity of the official and request an explanation of the need to question or interview the student at school.
2. The school shall make reasonable efforts to notify the student's parent.
3. Unless prohibited by law or when the student has been arrested or taken into police custody, a school staff member shall be present during the questioning or interview.

When the investigation involves allegations of child abuse, special rules apply (see "Child Abuse and Other Maltreatment Reporting and Investigations," p. 20).

Procedures for Assuming Custody of Student

The school shall permit a student to be taken into custody:

1. pursuant to an order of the juvenile court;
2. pursuant to the laws of arrest;
3. by a law enforcement officer if there is probable cause to believe the student has engaged in conduct that violates a penal law, delinquent conduct or conduct in need of supervision, or conduct that violates a condition of probation imposed by the juvenile court;
4. by a probation officer if there is probable cause to believe the student has violated a condition of probation imposed by the juvenile court;
5. pursuant to a properly issued directive to apprehend; or
6. by an authorized representative of the Texas Department of Family and Protective Services (DFPS), a law enforcement officer, or a juvenile probation officer, without a court order, under the conditions set out in Section 262.104 of the Texas Family Code relating to the student's physical health or safety.

Medication Policies

All Medication

Medicine At School – *No Tolerance Policy*

Responsive Education Solutions has a "no tolerance" policy for students in possession of medication of any kind, **including herbal supplements, vitamins, and all over-the-counter medications, including cough drops/ lozenges.** All medications must be delivered and picked up by a parent or guardian. Students are not allowed to drop off or take home their medication(s) from the school clinic. All medications are to be stored in the first aid office with the exception of prescribed medications for the treatment of asthma, anaphylaxis, and diabetes. Please see the designated health person on your campus if your child has one of these conditions.

Students with asthma or anaphylaxis may carry prescribed inhalers or medications, provided written authorization from the parent or guardian is given to the campus, **as well as a written statement from the student's physician or licensed healthcare provider stating that the student has asthma or anaphylaxis and is capable of self-administering the prescribed medication.** The campus may provide you with a form if one is needed. The physician must also provide written information of the name and purpose of the medication and the prescribed dosage. All medications *must* be examined and approved by the designated health person and *must* also have the prescription label on the medication.

In accordance with a student's individual health plan for management of diabetes, a student with diabetes will be permitted to possess and use monitoring and treatment supplies and equipment while at school or at a school-related activity.

All other medications must be stored in the campus clinic in the original container clearly labeled with the student's name. Failure to store medication in the campus clinic or follow the above mentioned procedure may result in serious disciplinary action.

Medication Guidelines:

1. All medication must be stored in the clinic except in special circumstances for a student with asthma, diabetes, or a life-threatening allergy.
2. All prescription medication MUST be in the original container with the pharmacy prescription label. No more than **two weeks' supply** of medication in a prescription labeled bottle shall be brought to the clinic at one time. ALL prescription medication will be counted and documented upon arrival to the campus.
3. Over-the-counter medication MUST be in the original container with the student's name on the container. Due to limited storage, no more than a **30-count container** shall be stored in the clinic. Over-the-counter medications may be left in the clinic during the entire school year with a parent's signature. We are unable to store any medication at the school during the summer and will dispose of all medication left in the clinic after the last day of school.
4. Over-the-counter medications will be given according to the label on the package unless otherwise directed by a physician.
5. Over-the-counter medications will not be given for more than five consecutive school days without a physician's signature.
6. Medication Administration Form must be complete with the parent's signature.
7. Medications are to be brought to the clinic by the parent or guardian. Only an adult may pick up medications from the clinic.
8. All prescription medication given over ten days will **require** a physician's signature.
9. No medication container may contain more than one type of medication.
10. Medications prescribed or requested to be given three times per day or less are not to be given at school unless it is determined that a special need exists.
11. A student MAY NOT share medication with another student. **Siblings MAY NOT share medication.**
12. Campus personnel do not administer dietary or herbal supplements unless required by the student's IEP or Section 504 plan for a student with disabilities.

Psychotropic Drugs

A psychotropic drug is a substance used in the diagnosis, treatment, or prevention of a disease or as a component of a medication. It is intended to have an altering effect on perception, emotion, or behavior and is commonly described as a mood- or behavior-altering substance.

Teachers and other district employees may discuss a student's academic progress or behavior with the student's parents or another employee as appropriate; however, they are not permitted to recommend use of psychotropic drugs.

Prescription Medication

Prescription medication administered during school hours must be prescribed by a physician or advanced nurse practitioner (ANP) and filled by a pharmacist licensed in the state of Texas.

Prescription medication labels must include the student's name and instructions, and be clearly legible.

Written instructions from a physician or ANP are required and must include the following information:

1. name of the student,
2. name of the medication,
3. reason the medication is being given,
4. specific amount to be given,
5. time the medication is to be given, and
6. the method used to administer the medication.

Changes to daily medications require written instruction from the physician or ANP and written permission from the parent. Parents are responsible for advising the school office that a medication has been discontinued.

Asthma and Anaphylaxis Medication

Asthma and anaphylaxis are life-threatening conditions, and students with those conditions may be allowed to possess and self-administer prescription medications for those conditions during the school day or at school-related events. Student possession and self-administration of asthma or anaphylaxis medication at

school require the student to demonstrate his or her ability to self-administer the medication for the physician or licensed healthcare provider and the Campus Director. Requirements also include written authorization from the student's parent and physician or other licensed healthcare provider on file in the school office indicating the student is capable of independently administering his or her own asthma or emergency anaphylaxis medication. With these safeguards in place, the student may possess and self-administer his or her prescribed medication at his or her discretion during school hours or at school-related events.

Written authorizations to self-administer asthma or anaphylaxis medication should be updated annually unless otherwise indicated by the physician.

Medication in a student's possession must be in an original container with a prescription label. Please note that most pharmacies will place a label on the inhaler device upon request.

Diabetes Management

Students with diabetes may possess equipment and medication used in the treatment of diabetes during the school day and at school-related events given certain conditions. According to Texas Health and Safety Code Chapter 168, a diabetes management and treatment plan must be developed and implemented by the student's parent and the physician responsible for the student's diabetes treatment. This plan must evaluate the student's ability to manage diabetes and his or her level of understanding of diabetes and must be signed by the parent and physician responsible for the student's diabetes treatment. An individual health plan must be implemented by the school and must incorporate components of the student's diabetes management and treatment plan. In accordance with the student's individualized health plan, which incorporates the diabetes management and treatment plan signed by the parent and physician that indicates the student's ability to manage diabetes and his or her level of understanding of diabetes, a school shall permit a student to attend to the management and care of his or her diabetes, which may include:

1. performing blood glucose level checks;
2. administering insulin;
3. treating hypoglycemia and hyperglycemia;
4. possessing necessary monitoring and treatment equipment designed for diabetes care; and
5. attending to the management of his or her diabetes in the classroom, in any area of the school grounds, or at any school-related activity.

Mental Health Services

The district is committed to partnering with parents to support the healthy mental, emotional, and behavioral development of its students. If you are concerned about your child, please access the following websites or contact the school for more information related to mental health services and to find mental health services available in your area:

- texassuicideprevention.org
- www.dshs.state.tx.us/mhservices-search

Pest Control Information

The school periodically applies pesticides inside school buildings and on school grounds. Except in an emergency, signs will be posted 24 hours before application. Parents who want to be notified prior to a pesticide application may contact the Campus Director or school office.

Physical Restraint

School staff may, within the scope of their duties, use and apply physical restraint to a student that they reasonably believe is necessary in order to:

1. protect a person, including the person using physical restraint, from physical injury;
2. obtain possession of a weapon or other dangerous object;
3. protect property from serious damage;
4. remove from a specific location a student refusing a lawful command of school staff, including a classroom or other school property, in order to restore order or impose disciplinary measures;

5. restrain an irrational student; or
6. prevent the student from fleeing when fleeing would put other students or others in danger.

Private Service Providers on Campus

Private service providers are not permitted to provide services to students on school campuses during the school day. A private service provider is a provider that is not providing services as part of a student IEP or IAP, but rather has been employed or contracted by a parent, at a parent's option and expense, to provide services to a student. The provider may be an agency representative or individual providing services on behalf of parents or an agency for a child or adult student. Such providers may include, but are not limited to, tutors, psychologists, counselors, occupational therapists, educational therapists, physical therapists, nurses, and speech therapists.

Any request or inquiry for providers to be permitted to be on campus during the school day, or for a student to be frequently removed during the school day for private provider services, should be submitted in writing and sent to the Executive Director of Special Education, Dyslexia, & Section 504 Services for review by the ARD/IEP or 504 Committee if the request is for a student with disabilities. For general education students, requests should be sent to the Regional Director for review.

If a parent or guardian removes a student during the school day, or authorizes an agency to remove a student during the day for private provider services, time away from school must be minimized and should be, to the extent possible, provided before and after school so the student does not miss instructional time.

Seizures

To address the care of a student with a seizure disorder while at school or participating in a school activity, a parent may submit a seizure management plan and treatment plan to the school before the beginning of the school year or upon enrollment of the student, or as soon as practicable following a diagnosis of a seizure disorder for the student.

The plan must be developed with the assistance of a physician and must identify the healthcare services the student may receive at school or while at a school activity; evaluate the student's ability to manage and level of understanding of the seizures; and be signed by the parent and the student's physician.

Service Animals

A parent of a student who uses a service/assistance animal because of the student's disability must submit a request in writing to the Campus Director at least ten business days before bringing the service animal on campus. The written request should contain the following information:

1. the name of the student handler;
2. the type of service animal (dog or other);
3. the name of the service animal;
4. a brief description of why the animal is required because of a disability; and
5. a brief description of the work or task the animal has been trained to perform.

Substance Abuse Prevention and Intervention

If you are worried that your child may be using or is in danger of experimenting, using, or abusing illegal drugs or other prohibited substances, please contact the school office. The school office can provide a list of community resources that may be of assistance to you. The Texas Department of State Health Services maintains information regarding children's mental health and substance abuse intervention services on its Mental Health and Substance Abuse website: www.dshs.texas.gov/transition/mhsa.aspx.

Surveillance Cameras/ Video Recordings

For safety purposes, including the maintenance of order and discipline, surveillance cameras may be used to monitor student behavior in classrooms, on school vehicles, and school common areas. Video recordings may be reviewed routinely to document student misconduct and used by school staff when investigating an incident. Audio and video recordings will not be available for parent viewing due to the Family Educational Rights and Privacy Act (FERPA).

Threat Assessment and Safe and Supportive School Team

The Campus Director will work closely with the campus threat assessment safe and supportive school team to implement the district's threat assessment policy and procedures, as required by law, and shall take appropriate disciplinary action under the Code of Conduct.

SECTION III: ACADEMICS AND GRADING

Class Rank/Top Ten Percent [H]

Final class rank will be determined at the end of the spring semester (before graduation) each school year.

Students who are in the top ten percent of their graduating class, or the valedictorian of the student's high school graduating class in one of the two school years preceding the academic year for which the student is seeking admission, are eligible for automatic admission to most public universities in Texas under admissions policies.

To be eligible for automatic admission, a student must:

1. graduate in the top ten percent of his or her class;
2. graduate on the Recommended, Distinguished Achievement Plan, or the Foundation High School Program (HSP) with Distinguished Level of Achievement;
3. enroll in college no more than two years after graduating from high school; and
4. submit an application to a Texas public university for admission before the institution's application deadline (check with the university regarding specific deadlines).

Students admitted through this route may still be required to provide American College Test (ACT) or Scholastic Aptitude Test (SAT) scores. Students may also have to take the Texas Success Initiative Assessment (TSIA 2.0) unless exempted from the test requirement. Check with the admissions office regarding the TSIA 2.0, SAT, and ACT requirements.

After a student is admitted, the university may review the student's high school records to determine if the student is prepared for college-level work. A student who needs additional preparation may be required to take a developmental course or intervention to prepare the student for success in college-level courses.

Admission to a university does not guarantee acceptance into a particular college of study or department. **Remember that students may not be admitted, even if they are eligible, if they do not meet the admission deadline.**

Grade Level Classification [H]

Grade level classification of students is composed of two requirements:

- units of credit for each grade
- sequence of courses for each grade and prerequisites for each course as described:

  Class of 2018 and thereafter (incoming freshmen of 2014–2015) are classified based on these units of credit:

  - Sophomore ..... 7 units of credit
  - Junior .....13 units of credit
  - Senior: .....19 units of credit

Grade 9 (Freshman)

- ✓ English I
- ✓ Algebra I
- ✓ Biology *or* IPC
- ✓ World Geography
- ✓ Language Other Than English (LOTE) 1 *or* LOTE 2
- ✓ Physical Education (PE) (0.5 credit)
- ✓ Electives (1.5 credit)

Grade 10 (Sophomore) 7+ Credits

- ✓ English II
- ✓ Geometry *or* Math Models *or* Algebra II
- ✓ Biology *or* IPC *or* Chemistry
- ✓ World History
- ✓ LOTE 2
  (must be in the same language as LOTE 1)
- ✓ Communications Applications—Speech (0.5 credit)
- ✓ PE (0.5 credit)
- ✓ Electives (1.5 or 2 credits)

Grade 11 (Junior) 13+ Credits

- ✓ English III
- ✓ Geometry *or* Math Models *or* Algebra II
- ✓ Chemistry *or* Physics *or* Astronomy *or* Aquatic Science *or* Environmental Systems

- ✓ U.S. History Since 1877
- ✓ Fine Arts (1 credit)
- ✓ College and Career Transitions Course (0.5 credit)
- ✓ Electives (1.5 credits)

Grade 12 (Senior) 19+ Credits

- ✓ English IV
- ✓ Algebra II *or* Pre-Calculus
- ✓ Physics *or* Astronomy *or* Aquatic Science *or* Environmental Systems
- ✓ Government (0.5 credit)
- ✓ Economics (0.5 credit)
- ✓ College and Career Transitions Course (0.5 credit)
- ✓ Electives (0.5 credit)
- ✓ CPR requirements (CPR, Peace Officer Interaction, FAFSA application requirements, and any additional local credits)

Total of 26 credits.

Students cannot be enrolled in two courses in the same content area simultaneously without approval from the Vice President (VP) of Academic Systems.

Various ResponsiveEd school brands may offer additional courses and have more stringent graduation requirements than those listed above. Refer to the Campus Handbook Supplement for details.

College Days [H]

High school students who meet the following criteria will be allowed to have two excused days of absence for a college or Armed Forces visit during their junior year and two excused days of absence for a college or Armed Forces visit during their senior year:

1. The student must have passed the required parts of the State of Texas Assessments of Academic Readiness (STAAR®)/End-of-Course (EOC) tests for the previous year.
2. The student must be on track to graduate on time.
3. The student must be classified as a junior or senior based upon credits earned.
4. The student must be passing all course work.
5. The student must have no truancy or other attendance problems.

Students must submit a written request to the school office at least two days prior to the day requested for a college visit so that eligibility criteria for an excused day of absence can be verified and approval granted prior to the student participating in a college visit. Approval will not be granted for a college visit on a day when major exams are scheduled, and no partial days will be approved.

The student will be required to make up any work missed, but will not be charged with an absence if official documentation of the visit is received by the school office within one week. Official documentation will be:

1. a letter on the college official letterhead giving the student's name, date, and reason for visit; and
2. an official visitation form from the college dated with the student's name and signed by a college official.

If the college visit cannot be made on the date specified on the approved written request, a new request must be submitted for consideration.

College Requirements [H]

Most colleges require either the American College Test (ACT) or the Scholastic Aptitude Test (SAT) for admission. Students are encouraged to talk with school staff during their junior year to determine the appropriate exam to take, as entrance exams are usually taken at the end of the junior year. Prior to enrollment in a Texas public college or university, most students may need to take an assessment test, such as the Texas Success Initiative Assessment (TSIA 2.0).

The ACT

The ACT is a three-hour, multiple-choice test measuring achievement in four areas: English, mathematics, reading, and science reasoning. The writing test, which is optional, measures skill in planning and writing an essay. Each sub-test yields a score of 1–36. Averaging the four sub-tests produces a composite score that also is reported on a scale of 1–36.

The SAT

The SAT (Reasoning Test) is a three-hour and forty-five minute test of critical reading, writing, and mathematical abilities administered by the College Board. Students will receive a combined score in the range of 400–1600. As of June 2021, the College Board will no longer offer the SAT subject test or optional essay.

The TSIA 2.0

The TSIA 2.0 is designed to measure college readiness skills in the areas of reading, writing, and math. Students planning to enroll in college level coursework may need to take the TSIA 2.0, which will be available in the majority of district high schools.

Texas high school students planning to enroll in college courses that count for both high school and college credit under their school's dual-credit or concurrent enrollment program are required to meet the program's requirements. These requirements may include passing the TSIA 2.0. Consult your Campus Director for the district's concurrent enrollment policies and with your college advisors for their admissions policies. Even students who wish to take dual-credit courses or to concurrently enroll in high school and college may need to have TSIA 2.0 scores prior to enrolling in college courses. TSIA 2.0 is not an admissions test. It will not limit students' access to college, but may determine that remedial coursework must be taken in college. Students may be exempt from the TSIA 2.0 if they score sufficiently high on the ACT, SAT, or EOC tests. Students must score at or above the following to be exempt from the TSIA 2.0:

- **ACT** – composite score of 23 with a minimum of 19 on both the English and math tests; or
- **SAT** – minimum math score of 530 and minimum EBRW (Evidence Based Reading and Writing) score of 480; or
- **STAAR®/EOC** – Check with college admissions office.

Students who complete courses and earn credits through dual-credit programs will have to take the appropriate state assessments.

Non-citizen, In-state Tuition at Public Post-Secondary Institutions in Texas

Effective since fall 2001, Texas Law HB 1403 enables immigrant students, including undocumented, to qualify as Texas residents and pay in-state tuition. This tuition is much lower than the tuition paid by international students. In August 2005, the state Congress approved a new law SB 1528 that expands the benefits of HB 1403. To qualify under SB 1528, students must meet the following four provisions:

- graduate from a public or private high school, or receive a GED, in Texas;
- reside in Texas for at least the three years leading up to high school graduation or receiving a GED;
- reside in Texas for the 12 consecutive months right before the semester he/she is enrolling in college; and
- provide the institution an affidavit stating that he/she will file an application to become a U.S. permanent resident as soon as he/she is eligible to do so.

Other restrictions may apply. Check with the counselor at your high school. The student must be eligible for state aid.

Contact your Campus Director for questions or more information, or visit www.collegeforalltexans.com.

Credit Recovery

A student who had previously taken a course—but did not receive credit for it—may be permitted to earn credit by passing an exam on the essential knowledge and skills defined for that course. Prior instruction may include, for example, incomplete coursework due to a failed course or excessive absences, a non-accredited public or private school, correspondence courses, or independent study supervised by a teacher. The Campus Director must approve the student's eligibility to take an exam. If approval is granted, the student must score at least 70 on the exam to receive credit for the course. Testing may be administered at any time throughout the school year and no district application is required.

Credit by Examination [H]

Without Prior Instruction (if a student has not taken the course)

A student may be permitted to take an exam to earn credit for an academic course for which the student has had no prior instruction. A student will earn credit with a passing score of at least 80 on the exam. A student may not attempt to earn credit by examination for a specific high school course more than two times. If the student failed to earn the credit, the student must be enrolled in the class to complete the course. Additionally, students are limited to two credits by this process per academic year and they must take the appropriate STAAR®/EOC test. Tests are administered upon submission and approval of a district application.

Graduation Expenses [H]

Because students and parents will incur graduation expenses—such as the purchase of invitations, senior ring, cap and gown, senior pictures, etc.—both students and parents should monitor progress toward completion of all requirements for graduation.

Graduation Programs [H]

A more flexible graduation program that allows students to pursue their interests is in place for students who entered high school beginning in the 2014–2015 school year and thereafter. **[SEE ADDENDUM FOR SPECIFIC REQUIREMENTS FOR GRADUATION PLAN]** The Foundation Graduation Program includes four parts:

1. A 22 credit Foundation program which is the core of the Texas high school diploma
2. Five endorsement options that allow students to focus on a related series of courses
3. A higher performance category called Distinguished Level of Achievement
4. Performance Acknowledgments that note outstanding achievement

All incoming 9th graders will be enrolled under the Distinguished Level of Achievement graduation plan and must select an Endorsement. Endorsements consist of a related series of courses that are grouped together by interest or skill set. They provide students with in-depth knowledge of a subject area. Students can choose from five endorsement areas: Science, Technology, Engineering and Math (STEM); Business and Industry; Public Service; Arts and Humanities; or Multidisciplinary Studies. The availability of endorsements will vary by ResponsiveEd school brand and location.

A student may be permitted to take the basic Foundation Graduation Program without Endorsements and/or Distinguished Levels of Achievement only after:

1. The student has completed their sophomore year;
2. The student and student's parent(s) have been advised of the specific benefits of graduating with an endorsement, including but not restricting acknowledgement that graduating without an endorsement may not satisfy the admission requirements of many four-year universities or colleges; and
3. The student and student's parent(s) have submitted written acknowledgement to the Campus Director, signed by all parties, that the student should be permitted to take the basic Foundation Graduation Program.

After having satisfied the above criteria to move to the Foundation Graduation Program, a student has the right—and is encouraged—to pursue at any time course requirements necessary to satisfy an Endorsement and/or Distinguished Level of Achievement.

Foundation Graduation Program

The Foundation Graduation Program Distinguished Level of Achievement allows students to best prepare for the transition to post-high school education or quality workforce training. Students must choose a plan and courses that will prepare them for college access and success. Therefore, students entering Grade 9 during the 2014–2015 school year and thereafter shall be enrolled in the Foundation Distinguished Level of Achievement graduation program in order to be best prepared for college. It requires 26 credits to include a total of four credits in math, including Algebra II; a total

of four credits in science; and successful completion of an endorsement in an area of interest. Furthermore, it will also allow students to compete for the Top 10% automatic admissions eligibility at most Texas public universities.

Graduating under the Foundation Graduation Program will also provide opportunities to earn "performance acknowledgments" that will be acknowledged on a student's transcript. Performance acknowledgments are awarded for outstanding performance in a dual-credit course; on an AP or IB exam; on the PSAT, ACT-Inspire, SAT, or ACT exam, which are national exams; or for earning a state, nationally or internationally recognized license or certificate. A personal graduation plan will be completed for each high school student to assist with endorsement choices towards a successful graduation.

The criteria for earning these performance acknowledgments are prescribed by state rules, and the schools can provide more information about these acknowledgments.

Students with Disabilities

Upon the recommendation of the Admission Review and Dismissal Committee (ARDC), a student with a disability who receives special education services may be permitted to graduate under the provisions of his or her IEP and in accordance with state rules.

Participation in Graduation Ceremony

A student may participate in graduation ceremonies and activities only when he/she has satisfactorily completed all required coursework/credit. Students must be "course complete" three days prior to the last day of school as reflected on the school calendar or the graduation ceremony date, whichever comes first.

If a student lacks completion of the EOC testing requirement, they may return during the summer school session to complete this testing requirement.

If the student wishes to take additional courses in order to obtain a higher graduation plan, they may do so during the summer school session; however this work must be completed during the current summer school session. Coursework must be completed to either a half or full credit by the end of that current summer session, otherwise the work will not carry over to the upcoming year.

Participation in the graduation ceremony does not constitute "graduation" and the receipt of a diploma. All coursework and EOC requirements must be met before a diploma will be issued. No additional attire or decoration can be added to the cap or gown during the graduation ceremony. Students that do not honor this request will not be allowed to participate in the graduation ceremony.

A student who receives special education services and has completed four years of high school, but has not met the requirements of his or her IEP, may participate in graduation ceremonies and receive a certificate of attendance. Even if the student participates in graduation ceremonies to receive the certificate of attendance, he or she may remain enrolled to complete the IEP and earn his or her high school diploma; however, the student will only be allowed to participate in one graduation ceremony.

Alumni Support

Upon completing the academic requirements to graduate, each student is considered to be a member of the ResponsiveEd Alumni Network. New graduates should visit the Alumni Network website at https://responsiveed.com/alumni to learn about the services and activities provided for each alumni member.

Assessment Graduation Requirements

A student who has failed the End-of-Course (EOC) assessment graduation requirements for no more than two courses may receive a Texas high school diploma if the student has qualified to graduate by means of an Individual Graduation Committee (IGC). A student may not graduate under an IGC if the student did not take each required EOC assessment or a commissioner-approved substitute assessment for each course for which there is an EOC assessment. The IGC option is for EOC students only. Prior state assessments do not qualify for this option.

In order to be eligible for graduation through IGC, a student must have:

1. entered Grade 9 on or after 2011–2012 school year;
2. successfully completed the curriculum requirements for high school graduation applicable to the student when the student entered Grade 9; and
3. not performed satisfactorily on an assessment instrument or a part of an assessment instrument required for high school graduation, including an alternate assessment instrument offered under Section 39.025 (c-1).

Awarding of Credit [H]

A student must earn a minimum average grade that is the equivalent of 70 on a scale of 100 to pass a course and be awarded credit. Campuses that utilize the Precision Based Mastery Learning System require students to pass all Unit tests at 90% or higher for course credit.

The district typically awards credit for a full-credit high school course on a semester-by-semester basis. If a student passes one semester but fails the other semester, credit shall be awarded for the semester passed. However, the district reserves the right to average the two semesters of a full-year course and award credit for the entire course, with a passing grade, if and when deemed appropriate. The district's individualized program has curriculum modules composed of five KnowledgeUnits® for ½ credit when completed and passed, 1 credit when ten KnowledgeUnits have been completed and passed. Eligibility for End-Of-Course assessments is determined by the completion of nine KnowledgeUnits—90% of the course. A student may not earn more than 10 credits in one year without administrative approval.

A student may not earn more than 2 credits during the summer school session.

College and Career Transitions Course [H]

The district has made a commitment to all potential high school graduates and is working to ensure that each graduating student has the capacity and confirmation that future opportunity is available through higher education. To further the end of postsecondary readiness, all graduating juniors (Grade 11) and seniors (Grade 12) will be required to complete one-half credit of the College and Career Transitions course ("CLTRGN") or some approved alternative equivalent as part of their elective requirements prior to being considered eligible for graduation.

Naviance Program

Students have access to Naviance Student. This online tool allows high school students to assess their interests and skills, access college and career information, communicate and apply to institutions of higher learning, and assemble a portfolio to be used in their path after high school. Regional Counselors provide support throughout the school year and continue to be available to students during their college years. Please contact your campus for more information.

100% College Acceptance [H]

Responsive Education Solutions seeks greater opportunities for students as they transition to adulthood. The ability to go beyond a high school diploma and onto college admission is an important consideration for any graduate. Each graduating student must have the capacity and confirmation that future opportunity is available through higher education. Therefore, each graduating student from a ResponsiveEd campus will apply to an institution of higher learning. The institute will be an authentic and established entity designed to award credits and offer courses of a scholarly nature, i.e., two-year or four-year colleges. Some ResponsiveEd school brands or locations may have a more stringent expectation for college acceptances.

The campus administration will provide resources and assistance to students during this process. No student is required to attend an institution of higher learning upon graduation from high school. However, all students must have on file in the school office a letter or official document of record that confirms the student has been

invited and has met all criteria to attend the institution. The documented proof of admission must originate from the college or university official admission or administration department. This documentation will be verified by the campus administration before final approval of eligibility for diploma.

www.applytexas.org

www.commonapp.org

Virtual Learning

A virtual learning program is available for students enrolled in Kindergarten through Grade 12. Please visit ResponsiveEd's website below to learn more about our Virtual Learning Program.

https://responsiveed.com

Physical and Health Education

Requirements PreK–8 [E] [M]

All students in grades PreK–5 must engage in at least 135 minutes of physical activity each week as part of the physical education curriculum. Students in grades 6–8 must engage in at least 225 minutes of physical activity every two weeks for at least four semesters during those grade levels as part of the school's physical education.

All students in grades K–8 must engage in instruction that focuses on obesity, nutrition, mental health/suicide, physical wellness, bullying, drug awareness, and first aid as outlined by House Bill 18, Texas Legislature. Instruction may be administered by the PE, health, homeroom, or classroom teacher.

Requirements 9–12 [H]

Students are required to complete one (1) credit in physical education (PE).

Physical Education Exemption

Short-term exemption from physical education is possible for students who have physical handicaps, illnesses, or other incapacities that a physician deems severe enough to warrant exemption or severe enough to warrant modified activity in such classes. Each case is handled on an individual basis as follows:

1. Each request for exemption or for modified activity must be accompanied by a physician's certificate. Such certificates are honored, but must be renewed each year.
2. When the certificate will allow modified activities in class, the student should remain in physical education class. The teachers adjust the activities of the student to the disability.
3. An exempted student may be admitted to regular physical education activities only upon presentation of a written statement from the same physician who signed the original exemption.
4. The Foundation HSP allows a physically exempt student to substitute an academic elective in ELA, Math, Science, or Social Studies. The decision for this substitution is made by the student's ARD committee, 504 committee, or a district approved group if none of the above groups are applicable.

Physical Education Substitutions [M] [H]

Students who receive prior approval can earn a maximum of four state credits for physical education through substitution of appropriate private or commercially-sponsored physical activity, provided the program meets school criteria and is approved by the Campus Director. Questions regarding the process of yearly approval should be addressed to the Campus Director.

Physical Fitness Assessment

Except for students for whom, as a result of disability or other condition identified in law, assessment is inappropriate, the school will assess the physical fitness of students annually. Student results are available to parents upon request.

Promotion Requirements [E] [M]

To be promoted from one grade level to the next, students shall obtain an overall average of 70 or above in all four core subjects (Math, ELA, Science and History). **In addition**, students must receive a Met Standard score

or whatever terminology the state equates to the passing standard on the State Assessment for their grade level.

If both of these criteria are not met, a committee led by the Campus Director will determine if summer school and/or retention is required. Decisions of the committee are final.

Requirements for Middle School, Grades 6–8

Requirements for Grade Advancement:

The following criteria will be used to determine if a student may be considered for grade advancement. MAP and state assessment scores, demonstration of academic proficiency in all core subjects, as well as social readiness and student maturity will be factors used for consideration. Some type of credit for each core course must be earned by the student with either mastery of tests and/or completion of KnowledgeUnits. Other assessments may be required but will be determined on an individual basis. The final decision for a student to bypass a grade will be made by a committee consisting of the parent, teachers, and school administration.

Diagnostic Reading Assessment:

A student in Grade 7 who does not have a score for the statewide reading assessment from Grade 6, or received a failing grade on the Grade 6 state reading assessment will be administered a reading diagnostic exam during the first six weeks of school. Additional reading instruction and intervention will be given to each student in Grade 7 who did not meet the passing standard on the Grade 6 state assessment in reading. This intervention may take place before, after, or during the school day.

Criteria for Pre-AP or Honor Level Courses

For schools offering an accelerated course track in math and/or reading, the following criteria for placement will be used for students completing Grade 6. A committee led by the Campus Director will use previous MAP scores (High/High Average), teacher recommendations, and STAAR® results (Master) to recommend students for advanced courses. Students must meet some or all of the criteria in order to be reviewed by the committee. Specific criteria may vary by school brand. Parents will be contacted with committee recommendations.

Report Cards

Parents must be kept informed about their student's grades, overall performance, and absences. Therefore, report cards will be sent or made available electronically to parents at intervals corresponding with the grading period length used at any given school, typically ranging from six-week to nine-week intervals. Parents are requested to schedule a conference with their student's teacher if he or she is not making adequate progress. Grades issued by a classroom teacher are final and may not be changed unless the grade is arbitrary, erroneous, or not consistent with the school policy applicable to the grade, as determined by the Board of Trustees.

Bilingual/ESL Services

ResponsiveEd offers an English as a Second Language (ESL) program to students who meet the qualifications in accordance with the Texas Education Agency statute.

Students enrolling in a Texas public school for the first time with an initial home language survey indicating a language other than English for the student and/or home language are administered the LAS Links assessment to determine eligibility for ESL services.

Students transferring from a Texas public school who were previously identified as English learners, received ESL services, and were not reclassified by a previous LPAC Committee will be placed in the ESL program by the LPAC Committee. Students transferring from a Texas public school who were reclassified by a previous LPAC Committee will be monitored but will not receive ESL services. All decisions about ESL services for students will be made by the LPAC Committee.

Parents have the right to accept or deny ESL Services. In the state of Texas, any student identified as an English Learner is required to take the state language assessments included in TELPAS. Students whose parents deny ESL services are required to take the TELPAS assessments.

The purpose of the ESL program is to address the affective, linguistic, and cognitive needs of English Learners. The ESL program shall enable English Learners to become competent in listening, speaking, reading, and writing in the English language through the integrated use of second language acquisition methods across the content area.

Students Who Have Learning Difficulties or Who Need Special Education or Section 504 Services

For those students who are having difficulty in the regular classroom, all school districts and open enrollment charter schools must consider tutorial, compensatory, and other academic or behavior support services that are available to all students, including a process based on a Multi-Tiered System of Support (MTSS). The implementation of MTSS has the potential to have a positive impact on the ability of districts and charter schools to meet the needs of all struggling students.

If a student is experiencing learning difficulties, his or her parent may contact the individual(s) listed below to learn about the school's overall general education referral or screening system for support services. This system links students to a variety of support options, including making a referral for a special education evaluation or for a Section 504 evaluation to determine if the student needs specific aids, accommodations, or services. A parent may request an evaluation for special education or Section 504 services at any time.

Special Education Referrals

If a parent makes a written request for an initial evaluation for special education services to the director of special education services or an administrative employee of the school district or open enrollment charter school, the district or charter school must respond no later than 15 school days after receiving the request. At that time, the district or charter school must give the parent a prior written notice of whether it agrees to or refuses to evaluate the student, along with a copy of the Notice of Procedural Safeguards. If the school district or charter school agrees to evaluate the student, it must also give the parent the opportunity to give written consent for the evaluation.

Please note that a request for a special education evaluation may be made verbally and does not need to be in writing. Districts and charter schools must still comply with all federal prior written notice and procedural safeguard requirements and the requirements for identifying, locating, and evaluating children who are suspected of being a child with a disability and in need of special education. However, a verbal request does not require the district or charter school to respond within the 15-school-day timeline.

If the district or charter school decides to evaluate the student, it must complete the student's initial evaluation and evaluation report no later than 45 school days from the day it receives a parent's written consent to evaluate the student. However, if the student is absent from school during the evaluation period for three or more school days, the evaluation period will be extended by the number of school days equal to the number of school days that the student is absent.

There is an exception to the 45-school-day timeline. If a district or charter school receives a parent's consent for the initial evaluation at least 35 but less than 45 school days before the last instructional day of the school year, it must complete the written report and provide a copy of the report to the parent by June 30 of that year. However, if the student is absent from school for three or more days during the evaluation period, the June 30 due date no longer applies. Instead, the general timeline of 45 school days plus extensions for absences of three or more days will apply.

Upon completing the evaluation, the district or charter school must give the parent a copy of the evaluation report at no cost.

Additional information regarding special education is available from the district or charter school in a companion document titled Parent's Guide to the Admission, Review, and Dismissal Process.

Contact Person for Special Education Referrals

Contact your Campus Director regarding options for a child experiencing learning difficulties or a referral for evaluation for special education services.

Section 504 Referrals

Each school district or charter school must have standards and procedures in place for the evaluation and placement of students in the district's or charter school's Section 504 program. Districts and charter schools must also implement a system of procedural safeguards that includes notice, an opportunity for a parent or guardian to examine relevant records, an impartial hearing with an opportunity for participation by the parent or guardian and representation by counsel, and a review procedure.

Contact Person for Section 504 Referrals

Contact your Campus Director regarding options for a student experiencing learning difficulties or regarding a referral for evaluation for Section 504 services.

Dyslexia and Related Disorders

The district/charter school follows the State's Dyslexia Handbook regarding the screening, identification, and treatment of students with dyslexia and other related disorders. Evaluation for dyslexia and other related disorders may be requested by parents or school staff. Contact the campus administrator for more information.

Additional Information

The following websites provide information and resources for students with disabilities and their families.

- Legal Framework for the Child-Centered Special Education Process
  https://fw.esc18.net/display/Webforms/ESC18-FW-LandingPage.aspx
- Partners Resource Network
  https://prntexas.org/
- Special Education Information Center
  https://www.spedtex.org/
- Texas Project First
  https://www.texasprojectfirst.org/
- Texas Dyslexia Handbook
  https://tea.texas.gov/academics/dyslexia/
- Texas State Library and Archives Commission (TSLAC) Talking Book Program, which provides audiobooks free of charge to qualifying Texans with visual, physical, or reading disabilities
  https://www.tsl.texas.gov/tbp/index.html

Services for Title I Participants

The Parent Involvement Coordinator who works with parents of students participating in Title I programs is the Campus Director and may be contacted at the school.

Student Success Team

The Student Success Team is a campus-level committee comprised of the Director and other key personnel on each campus. Committee members evaluate student academic progress based on various diagnostic data. Recommendations for individual accommodations and/or to initiate the RTI process are then made. All requests for special education screening/testing begin with this committee.

State Assessments (STAAR®)

Grades 3–8 [E] [M]

Students in grades 3 through 8 will take state-mandated tests as well as routine testing and other measures of achievement:

1. Mathematics, annually in Grades 3–8 ;
2. Reading, annually in Grades 3–8;
3. Writing, including spelling and grammar, in Grades 4 and 7;
4. Social Studies in Grade 8;
5. Science in Grades 5 and 8

Certain eligible students—some with disabilities and some with Limited English Proficiency—may be eligible for designated support during the STAAR® test.

The Student Success Initiative (SSI) grade advancement requirements apply to grades 5 and 8 students who take the STAAR® reading and mathematics tests. State law requires a student may advance to the next grade level only by passing these tests or by unanimous decision of his or her grade placement committee.

Grades 9–12 [H]

EOC®

Students entering Grade 9 beginning with the 2011–2012 school year will be required to take five (5) End- of-Course (EOC) assessments during high school. These students will take the following EOC exams as they are completing the coursework (no student should test if only half of the course credit has been completed):

1. English I
2. English II
3. Algebra I
4. Biology
5. U.S. History

Certain eligible students—some with disabilities and some with Limited English Proficiency—may be eligible for an accommodated version of the STAAR® test.

EXIT LEVEL TAKS

Students in Grades 11 and 12 who were classified as Grade 9 prior to the 2011–2012 school year will no longer take the Texas Assessment of Knowledge and Skills (TAKS) Exit Level tests. Beginning with the 2017–2018 school year, the Texas Assessment of Knowledge and Skills (TAKS) assessments will no longer be administered. Students for whom TAKS is a graduation requirement, including former TAAS and TEAMS examinees, may pursue the following options to receive a Texas high school diploma.

1. Achieve satisfactory performance on an alternate assessment. The alternate assessments allowed for TAKS are SAT, ACT, TSIA 2.0, and STAAR®. Former TAKS, TAAS, and TEAMS examinees should take only the appropriate part of the alternative assessment he or she needs to fulfill testing graduation requirements. More information is available in the Texas Administrative Code § 101.4003.
2. Request a district decision from the Local Graduation Committee (expires 9/1/2023).

Texas English Language Proficiency Assessment System (TELPAS)

TELPAS assesses the English language proficiency of K–12 ELLs in four language domains—listening, speaking, reading, and writing. English language proficiency assessments in grades K–12 are federally required to evaluate the progress that ELLs make in becoming proficient in the use of academic English. The assessment components for grades K–1 and 2–12 differ in the following ways:

- **Grades K–1:** TELPAS includes holistically rated listening, speaking, reading, and writing assessments based on ongoing classroom observations and student interactions.
- **Grades 2–12:** TELPAS includes multiple-choice online reading assessment, listening and speaking assessment, and holistically rated student writing collections.

Accelerated Instruction

Any student who does not perform satisfactorily on a STAAR® assessment will be provided accelerated instruction in the applicable subject. Each time a student fails to perform satisfactorily on an assessment instrument, the school shall provide the student with accelerated instruction in the applicable subject. A student failing to perform satisfactorily on an end-of-course assessment must be provided the appropriate accelerated instruction before the next administration of the applicable assessment.

Dual-Credit Program

Students may earn dual credit, i.e., credit toward high school and college simultaneously, through either partnerships with neighboring colleges or through virtual courses. Students who earn credit through these options via a district-approved college partner will still have to take the appropriate STAAR®/EOC test. Students should contact their Campus Director for more information on these options.

Transcripts [H]

The high school transcript is an official and permanent record of a student's academic performance during high school and, in some cases, of high school courses completed prior to high school (TEC § 28.025(e)).

The school maintains as complete a set of records as possible to assist in student guidance. The academic achievement record (transcript) for each student enrolled lists complete personal student data and gives complete scholastic grades.

Every student who graduates is entitled to two free transcripts. For additional transcripts, please contact the Campus Administrative Assistant.

Tutorials

Students are encouraged and may be required to see teachers for tutoring schedules, including mandatory tutoring after school or on Saturday.

Private tutoring is the responsibility of the parent. Teachers are not permitted to tutor their students privately for pay.

Mandatory Tutorials

Each campus will implement the assigned and prescribed tutorial program. Students identified for mandatory tutoring, either during the school week or on Saturdays, must attend. Failure to participate appropriately in the tutoring system may be grounds for disciplinary action up to and including dismissal from the school.

Honor Graduate Certificate [H]

The Texas Education Agency allows each public and accredited non-public high school in Texas one "Honor Graduate Certificate." This certificate shall be presented to the highest-ranking graduate in the senior class. Under no circumstances should a student ranked lower than "highest" be awarded this honor. The highest-ranking graduate should receive a certificate and a declaration document authorizing the president of any state-supported college or university to provide a waiver for tuition as specified in the law (TEC § 54.301). Some non-state-supported colleges and universities may also recognize this award and provide the tuition waiver. Students should present the declaration document to the college or university upon admission and retain the certificate for personal use.

The recipient of this honor must:

1. be enrolled in a minimum of three consecutive calendar semesters prior to graduation and meet state and school attendance requirements;
2. be graduating under the Recommended, the Distinguished Achievement Plan, or the Foundation HSP, Distinguished Level of Achievement;
3. be the highest-ranking graduate with the highest grade point average (GPA) of all students meeting the aforementioned criteria (In determining grade point average, under no condition will the GPA be rounded up.); and
4. have taken and passed all state End-of-Course (EOC) assessments.

All calculations for this honor will be conducted at the end of the spring semester (before graduation) each school calendar year. An eligible student must have attended at least one of the calendar semesters during the school year that the honor is granted.

Valedictorian/Salutatorian [H]

The following is the selection method to determine the valedictorian and salutatorian for the school:

1. The student who is selected as the highest-ranking graduate eligible to receive the Honor Graduate Certificate will serve as

valedictorian, with the second highest-ranking graduate serving as salutatorian.

2. Both the valedictorian and salutatorian must have been enrolled in the ResponsiveEd school for no less than three consecutive calendar semesters with no breaks in enrollment or all semesters the school has been opened, if fewer than three consecutive calendar semesters. In addition, an administrative committee will review, on a case by case basis, situations that may arise relating to the enrollment criteria. A typical committee would consist of the district graduation specialist, the VP of Academics, District Data representative, Brand Superintendent and/or Regional Director. All committee decisions will be final.
3. By the date of graduation, both the valedictorian and salutatorian must have met all Texas State Graduation requirements, including the passing of all state assessment requirements. A student qualified to graduate via an Individualized Graduation Committee (IGC) shall not be eligible for valedictorian/salutatorian honors. In addition, students seeking to be considered for this honor cannot utilize the LOTE substitution unless deemed necessary by the student's 504 or ARD committee.
4. The student with the highest cumulative grade point average (GPA) graduating under the Recommended, Distinguished Achievement Plan, or the Foundation HSP, Distinguished Level of Achievement will be selected as valedictorian, with the second-ranking student serving as salutatorian. Under no circumstance will a student with a higher GPA who is graduating under the Minimum Graduation Program or the Foundation HSP with no endorsement rank higher than a student graduating under the Recommended, Distinguished Achievement Plan, or the Foundation HSP Distinguished Level of Achievement.
5. In the case where no students are graduating under the Recommended, Distinguished Achievement Plan, or the Foundation HSP with Endorsement, Distinguished Level of Achievement, the student with the highest cumulative GPA out of all graduating seniors will be selected valedictorian, and the student with the next highest GPA will serve as salutatorian. If no qualifying student has a 3.0 or higher GPA, no honor graduate will be awarded. Valedictorians and salutatorians graduating outside of these plans will not receive an honor graduate certificate.

All calculations for this honor will be conducted at the end of the spring semester (before graduation) each school year. Any student wanting to be considered for this honor must have completed all coursework two weeks prior to the graduation ceremony. An eligible student must have attended at least one of the calendar semesters during the school year that the honor is granted. Grade point average will be calculated in accordance with the existing policy adopted by the Board of Trustees.

ADDENDUM

Students Entering High School in 2014–2015 and Thereafter

Foundation Graduation Program, Endorsements, and Distinguished Level of Achievement

Curriculum Areas	Foundation Graduation Program[5]	Foundation Graduation Program Endorsement(s)[1, 5]	Foundation Graduation with Distinguished Level of Achievement[2, 5]
English/Language Arts	4	4	4
Mathematics	3	4	4 (including Algebra II)
Science	3	4	4
Social Studies, including Economics	3	4	4
Physical Education[3]	1	1	1
Speech	0.5 or Demonstrated proficiency	0.5 or Demonstrated proficiency	0.5 or Demonstrated proficiency
College Transitions	0.5	0.5	0.5
Languages other than English (LOTE)[4]	2	2	2
Fine Arts	1	1	1
Electives	4	5	5
TOTAL	**22**	**26**	**26**

1 Available Endorsements:
- Science, Technology, Engineering, and Math (STEM)
- Business and Industry
- Public Services
- Arts and Humanities
- Multidisciplinary Studies

A student must specify upon entering Grade 9 the endorsement he or she wishes to pursue.

2 In order to obtain the Distinguished Level of Achievement under the Foundation Graduation Program, which will be denoted on a student's transcript and is a requirement to be considered for automatic admission purposes to a Texas four-year college or university, a student must complete an endorsement and take Algebra II as one of the four mathematics credits.

3 A student who is unable to participate in physical activity due to a disability or illness may be able to substitute a course in English language arts, mathematics, science, social studies, or another locally determined credit-bearing course for the required credit of physical education. This determination will be made by the student's ARD committee, Section 504 committee, or other campus committee, as applicable.

4 Students are required to earn two credits in the same language other than English to graduate. A student may use computer programming languages for this requirement. In limited circumstances, a student may be able to substitute this requirement with other courses as determined by a district committee authorized by law to make these decisions for the student. Students who successfully complete Level I of a foreign language in Grade 8 will be awarded one state graduation credit that may be counted toward the required foreign language courses. This graduation credit will count toward the total credits needed for graduation.

5 Additional Graduation Requirements:
- CPR Instruction
- Peace Officer Interaction Instruction
- Beginning with students enrolled in Grade 12 during the 2021–2022 school year, each student must do one of the following in order to graduate:
  – Complete and submit a Free Application for Federal Student Aid (FAFSA)
  – Complete and submit a Texas Application for State Financial Aid (TASFA)
  – Submit a signed opt-out form

SECTION IV:
STUDENT CODE OF CONDUCT

Preface

To function properly, education must provide an equal learning opportunity for all students by recognizing, valuing, and addressing the individual needs of every student. In addition to the regular curriculum, principles and practices of good citizenship must be taught and modeled by the school staff. This includes an appreciation for the rights of others.

However, no school or school system can discharge these responsibilities if it permits students to act in an objectionable manner or to disregard rules and regulations adopted for the benefit of all persons. The school has both the responsibility and authority to enforce the Student Code of Conduct, question students, counsel them, and assign discipline when deemed appropriate.

Students live and function, as do adults, in the general community. As citizens, students are entitled to our society's benefits; but as citizens, they are also subject to its national, state, and local laws and rules governing various aspects of their conduct. Not all laws are easy to follow, nor need one necessarily agree with each and every law or rule. Often a law or a rule seems unjust or inappropriate, but the law or rule must be obeyed.

In much the same manner, students live and function in a second community as well—namely, the school community. Education confers its own benefits, but it, too, requires acceptance of individual responsibilities. It must at the same time have an orderly and manageable framework within which to operate.

The rules and standards set forth in this Handbook apply to conduct:

1. on school premises or on school vehicles or involving school property,
2. off school premises which directly affects other students or the school, and
3. at school functions of any kind.

This Handbook does not define all types and aspects of student behavior; however, the Board of Trustees has the responsibility to set forth policies, rules, and regulations to help each student conduct himself or herself in a proper manner as a good citizen of the school community. If changes in state law become effective after the printing of this Handbook, the state law will supersede the local policy.

The Board of Trustees and the Superintendent may establish written policies, rules, and regulations of general application governing student conduct in all schools. In addition, each Campus Director, within his or her school, may establish certain rules and regulations not inconsistent with those established by the Board and the Superintendent.

Any conduct that causes or creates a reasonable likelihood that it will cause a substantial disruption in or material interference with any school function, activity, or purpose, or that interferes or creates a reasonable likelihood that it will interfere with the health, safety, or well-being or the rights of other students is prohibited.

A teacher may send a student to the Campus Director's office to maintain effective discipline in the classroom. In addition, a teacher may remove from class a student:

1. who has been documented by the teacher to repeatedly interfere with the teacher's ability to communicate effectively with the students in the class or with the ability of the student's classmates to learn; or
2. whose behavior the teacher determines is so unruly, disruptive, or abusive that it seriously interferes with the teacher's ability to communicate effectively with the students in the class or with the ability of the student's classmates to learn.

The Board of Trustees has authorized detention, in-school and out-of-school suspension, and expulsion as methods of disciplining students. The Board of Trustees has also given authority to the Superintendent or designee to use any other disciplinary actions which, in his or her judgment, is appropriate for the violation.

Responsibilities of Staff, Parents, and Students

Each member of the school community must fulfill certain responsibilities if a positive learning environment is to be achieved. A cooperative relationship among staff, parent, and student requires that:

School Staff

1. maintain an atmosphere conducive to good behavior;
2. are in regular attendance and on time, and are prepared to perform their duties with appropriate working materials;
3. exhibit an attitude of respect toward individuals and property and conduct themselves in a responsible manner;
4. plan a flexible curriculum to meet the needs of all students;
5. promote effective training and discipline based upon fair and impartial treatment of all students;
6. encourage parents to keep in regular communication with the school and encourage parental participation in school affairs;
7. develop a cooperative working relationship among staff and students; and
8. obey school policies and regulations.

Parents

1. ensure their student's compliance with school attendance requirements and promptly report and explain absences and tardies to the school;
2. assist their child in being properly attired;
3. take an active interest in the overall school program;
4. communicate regularly with the school concerning their student's conduct and progress;
5. discuss report cards and work assignments with their student;
6. bring to the attention of school authorities any problem or condition that affects their student;
7. maintain up-to-date home, work, and emergency telephone numbers at the school;
8. cooperate with the Campus Director and teachers in their efforts to achieve and maintain a quality school system; and
9. provide transportation for their student to and from mandatory tutorials and Saturday school.

Students

1. attend all classes daily and on time;
2. prepare for each class, taking appropriate materials and assignments to class;
3. meet school standards of grooming and dress;
4. exhibit an attitude of respect and courtesy toward individuals and property, and conduct themselves in a responsible manner, always exercising self-discipline;
5. refrain from making profane, insulting, threatening, or inflammatory remarks;
6. refrain from engaging in disruptive conduct or cheating;
7. obey all school and classroom rules;
8. seek changes in school policies and regulations in an orderly and responsible manner through approved channels;
9. respect the rights and privileges of students, teachers, and other staff and volunteers;
10. cooperate with and assist the school staff in maintaining safety, order, and discipline; and
11. adhere to the requirements of the Student Code of Conduct.

Jurisdiction

The school may discipline a student for any violation of the Student Code of Conduct committed while a student is:

1. on school property;
2. within 300 feet of school property as measured from any point on the real property boundary line;
3. during the regular school day, including lunch periods, no matter when or where it takes place;
4. attending any school-related or school-sponsored activity, no matter when or where it takes place, including while the student is in transit to and from the activity;
5. on the property of another school;
6. attending another school's school-sponsored or school-related activity;

7. when a student engages in cyberbullying, as provided in state law; or
8. off school property, if
    a) the violation causes a material and/or substantial disruption at school, or
    b) it is reasonably foreseeable to school officials that the violation will cause a material and/or substantial disruption at school.

The school may also discipline a student for any offense listed in Sections 37.006(a) or 37.007(a), (b), and (d) of the TEC, no matter when or where the offense takes place.

Code of Conduct Violations

Abuse

Actions or threats of actions which constitute verbal or physical abuse of any employee or volunteer of the school by a student or any other individual will not be tolerated. Appropriate measures necessary to correct these situations shall be taken by the school, including expulsion.

Academic Dishonesty

Students found to have engaged in academic dishonesty shall be subject to grade penalties on assignments or tests and disciplinary penalties in accordance with the Student Code of Conduct.

Academic dishonesty includes cheating or copying the work of another student; plagiarism; possessing, viewing, or distributing pictures, text messages, or e-mails of test content or answer keys; and unauthorized communication between students during an examination. The determination that a student has engaged in academic dishonesty shall be based on the judgment of the classroom teacher or other supervising professional employee, taking into consideration written materials, observation, or information from students.

Alcoholic Beverages

Alcoholic beverages are prohibited on school property at all times and at all school-sanctioned activities occurring on or off school property. Any student found to have sold, given, delivered, been in possession of, or been under the influence of any alcoholic beverage while in school or while a participant in or spectator of a school-sponsored event, shall be subject to disciplinary penalties in accordance with the Student Code of Conduct. An "alcoholic beverage" means any beverage containing alcohol, including wine or beer. A student is considered "in possession" if he or she has contact with the alcohol regardless of the amount of time it is in the student's possession. If a student becomes in possession of alcohol, he or she needs to immediately inform an adult on campus. The smell of alcohol detectable on one's breath is sufficient evidence to indicate being "under the influence."

Bomb Threats

Any threat of this type will not be tolerated. A student making a bomb or terroristic threat will be subject to expulsion and dealt with to the full extent of the law. The school will notify the parent of each student at the campus if the school receives a bomb threat or terroristic threat relating to a campus or other school facility at which students are present.

Conduct While Riding in School Vehicles

The Campus Director shall take steps to maintain acceptable student conduct while riding a school vehicle. Students who fail to follow the behavioral standards described in this Handbook (see "Transportation," p. 17) may be denied the privilege of school transportation. Parental involvement will be sought before a student is excluded from riding a school vehicle, except in situations involving a flagrant violation. Flagrant violations include fighting, gross insubordination, and other acts that may cause a safety hazard. It should be understood by all that the driver has the responsibility for maintaining order in his or her school vehicle. It is the duty of the Campus Director—not the driver—to exclude a student from riding a school vehicle. However, the driver is not prohibited from exercising reasonable judgment in order to protect other passengers from bodily harm.

Discrimination, Harassment, and Retaliation

Students learn best, and their welfare is best served, in a school-environment that is free of discrimination, dating violence, harassment, and retaliation. Students must not engage in harassing behavior directed toward another student. Students are expected to treat other students and school staff with courtesy and respect, to avoid any offensive behaviors known to be offensive, and to stop these behaviors when asked or told to stop.

ResponsiveEd has established policies and procedures to prohibit and promptly address inappropriate and offensive behaviors, including those that are based on a person's race, color, religion, sex, national origin, disability, age, or any other basis prohibited by law. A copy of the ResponsiveEd policy is available in the Campus Director's/Headmaster's office and on the ResponsiveEd website. [See Policy PG-4.2.]

Dating Violence

Dating violence occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control the other person in the relationship or any of the person's past or subsequent relationships. This type of conduct is considered harassment if it is so severe, persistent, or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; or substantially interferes with the student's academic performance.

Harassment

Harassment, in general terms, is conduct so severe, persistent, or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; or substantially interferes with the student's academic performance.

Sexual Harassment

Sexual harassment of a student by an employee, volunteer, or another student is prohibited. Consequently, romantic, sexual, and other inappropriate social relationships between students and district employees are prohibited, even if consensual.

Retaliation

Retaliation against a person who makes a good-faith report or participates in an investigation of discrimination, harassment, or dating violence is prohibited. Retaliation against a person who is participating in an investigation of alleged discrimination or harassment is also prohibited. A person who makes a false claim, offers false statements, or refuses to cooperate with a ResponsiveEd investigation, however, may be subject to appropriate discipline.

Reporting Procedures

Any student who believes that he or she has experienced dating violence, discrimination, harassment, or retaliation should immediately report the problem to a teacher, school counselor, Campus Director/Headmaster, or other ResponsiveEd employee. The report may be made by the student's parent. The student may also report the alleged acts to one of the ResponsiveEd Compliance Coordinators below:

1. Reports of discrimination based on sex, including sexual harassment, may be directed to the Title IX Coordinator. The name, office address, telephone number, and e-mail of the Title IX Coordinator is Rosalinda Gonzalez at 1301 Waters Ridge, Lewisville, TX 75057; (972) 316-3663 ext. 238; and TitleIX@responsiveed.com.
2. Reports of discrimination based on disability may also be directed to the Executive Director of Special Education, Dyslexia, & 504 Services, Suzan Brown, at 1301 Waters Ridge, Lewisville, TX 75057; (972) 316-3663 ext. 359; specialeducation@responsiveed.com.

Upon receiving a report, ResponsiveEd will determine whether the allegations, if proven, constitute prohibited conduct as defined by ResponsiveEd policy. If not, ResponsiveEd will refer to ResponsiveEd policy to determine whether the allegations, if proven, constitute bullying, as defined by law and ResponsiveEd policy. If the alleged prohibited conduct also meets the statutory and policy definitions for bullying, an investigation of bullying will also be conducted.

ResponsiveEd will promptly notify the parent of any student alleged to have experienced prohibited

conduct involving an employee or adult associated with ResponsiveEd. In the event alleged prohibited conduct involves another student, ResponsiveEd will notify the parent of the student alleged to have experienced the prohibited conduct when the allegations, if proven, would constitute a violation as defined by ResponsiveEd policy.

Investigation of Report

Allegations of prohibited conduct, which includes dating violence, discrimination, harassment, and retaliation, will be promptly investigated.

To the extent possible, ResponsiveEd will respect the privacy of the student. However, limited disclosures may be necessary to conduct a thorough investigation and comply with law.

If a law enforcement or other regulatory agency notifies ResponsiveEd that it is investigating the matter and requests that ResponsiveEd delay its investigation, ResponsiveEd will resume its investigation at the conclusion of the agency's investigation.

During the course of an investigation and when appropriate, ResponsiveEd will take interim action to address the alleged prohibited conduct.

If the investigation indicates that prohibited conduct occurred, appropriate disciplinary action and, in some cases, corrective action will be taken to address the conduct. ResponsiveEd may take disciplinary and corrective action even if the conduct was not unlawful.

All involved parties will be notified of the outcome of the investigation within the parameters and limits allowed under the Family Educational Rights and Privacy Act (FERPA).

A student or parent who is dissatisfied with the outcome of the investigation may appeal in accordance with ResponsiveEd policy.

Disruptive Activity

In order to protect student safety and sustain an educational program free from disruption, state law permits the school to take action against any person—student or non-student—who:

1. interferes with the movement of people in an exit, an entrance, or a hallway of a school building without authorization from the Campus Director;
2. interferes with an authorized activity by seizing control of all or part of a building;
3. uses force, violence, or threats in an attempt to prevent participation in an authorized assembly;
4. uses force, violence, or threats to cause disruption during an assembly;
5. interferes with the movement of people at an exit or an entrance to school property;
6. uses force, violence, or threats in an attempt to prevent people from entering or leaving school property without authorization from the Campus Director;
7. disrupts the conduct of classes or other school activities while on school property or on public property that is within 500 feet of school property (disruption includes making loud noises; enticing, attempting to entice, preventing, or attempting to prevent a student from attending a required class or school activity; entering a classroom without the consent of either the Campus Director or the teacher and, through either acts of misconduct or the use of loud or profane language, disrupting class activities); or
8. interferes with the transportation of students in school vehicles.

Drug-Free School Notice

ResponsiveEd believes that student use of illicit drugs is both wrong and harmful. Consequently, the school prohibits the use, sale, possession, or distribution of illicit drugs by students on school premises or any school activity, regardless of its location. The school also prohibits the use, sale, possession, or distribution of look-alike substances and/or synthetic substances designed to imitate the look and/or effects of illicit drugs, and the possession, use, sale, or distribution of any paraphernalia related to any prohibited substance. Student violators are subject to possible prosecution, as allowed by law, as well as the disciplinary terms of the Student Code of Conduct.

Electronic Equipment in the Classroom

Students may only use audio visual or electronic equipment in the classroom with permission of the teacher. These items include, but are not limited to, audio or video recording equipment. The school is not responsible for the damage, loss, or theft of these items.

Exposure

Inappropriate exposure of body parts, even without any sexual intent, is a serious offense and will be subject to disciplinary action.

Freedom from Bullying and Cyberbullying

Bullying, as well as retaliation against anyone involved in the complaint process, is prohibited. Bullying is defined as a single significant act or pattern of acts by one or more students directed at another student that exploits an imbalance of power and involves engaging in written or verbal expression, including through electronic means or physical conduct, that in the judgment of the Campus Director:

1. is sufficiently severe, persistent, or pervasive enough to create an intimidating, threatening, or abusive educational environment for the student;
2. has the effect or will have the effect of physically harming a student, damaging a student's property, or places a student in reasonable harm to their person or of damage to the student's property;
3. materially and substantially disrupts the educational process, the orderly operation of a classroom or school; or
4. infringes on the rights of the victim at school.

Bullying also includes cyberbullying, which means bullying that is done through the use of any electronic communication device, including through the use of a cellular or other type of telephone, a computer, a camera, e-mail, instant messaging, social media applications, text messaging, and internet-based communication tools and internet websites.

The school's bullying policy applies to:

1. bullying that occurs on or is delivered to school property or to the site of a school-sponsored or school-related activity on or off school property;
2. bullying that occurs on a publicly or privately owned school bus or vehicle being used for transportation of students to or from school, or a school-sponsored or school-related activity; and
3. cyberbullying that occurs off school property or outside a school-sponsored or school-related event, if the conduct interferes with a student's educational opportunities or substantially disrupts the operations of a school, classroom, or school-related activity.

Reporting

If a student believes that he or she has experienced any form of bullying or believes that another student has experienced bullying, he or she should immediately report the alleged acts to a teacher, school office staff, the Campus Director, or another district employee as soon as possible to obtain assistance and intervention. A report can be made verbally, online, or in writing, and can be submitted anonymously. Any school employee who receives notice that a student has or may have experienced bullying shall immediately notify the Campus Director. The Campus Director or designee will provide notice of the alleged incident to the parent of the victim and of the student who is alleged to have engaged in the bullying. Available counseling options will be provided to the individuals, as well as to any students who have been identified as witnesses to the bullying. Any retaliation against a student who reports an incident of bullying is prohibited.

Investigation of Report

The Campus Director or designee will investigate any allegations of bullying or other related misconduct. The Campus Director or designee shall determine whether the allegations in the report, if proven, constitute harassment and, if so, proceed under that policy instead. The Campus Director or designee shall conduct an appropriate investigation based on the allegations in the report and shall take prompt interim action calculated to prevent bullying during the course

of investigation, if appropriate. The Campus Director or designee shall prepare a written report of the investigation, including a determination of whether bullying occurred.

If the results of an investigation indicate that bullying has occurred, the Campus Director will take appropriate action, including disciplinary or corrective action reasonably calculated to address the conduct and in accordance with the Student Code of Conduct. Disciplinary or other action may be taken even if the conduct did not rise to the level of bullying. A student who receives special education services will be subject to disciplinary action for conduct meeting the definition of bullying or cyberbullying within applicable requirements under state and federal law, including the IDEA. A student will not be subject to disciplinary action if the results of the investigation indicate that a student involved in a bullying incident engaged in reasonable self-defense in response to bullying. To the greatest extent possible, the school will respect the privacy of the students involved in the report, including witnesses. Limited disclosures may be necessary to conduct the investigation.

Appeal

The student or parent may appeal the decision regarding the outcome of the investigation in accordance with Board Policy.

Gambling

Students are forbidden to gamble in a school building or on school property.

Gang-Free Zones/Gang Activity

Any student found to have engaged in organized criminal activity, gang-related, and other criminal acts will be subject to appropriate disciplinary action. Student behavior considered to be "gang related" will not be tolerated at school or at any school activity regardless of the location of the activity. This includes, but is not limited to, articles of clothing, hand signs, graffiti, and any other behaviors considered by the administration to interfere with the educational program of the school.

Harmful Drugs

The use of "Harmful Drugs" poses a serious threat to the physical, psychological, and emotional health of individuals, their families, and their communities. In recognition of this fact, the school enforces this policy.

The term "Harmful Drugs" includes, but is not limited to, all those substances considered to be marijuana, dangerous drugs, narcotics, depressants, stimulant substances, controlled substances, and simulated controlled substances listed in the state and federal codes covering the possession, sale, and use of such controlled substances, drugs, and narcotics. The term also includes all forms and species of the plant substance known as marijuana as well as any abusable chemical substance used for inhalation such as glue, aerosol paint, thinners, etc. A Harmful Drug includes an over-the-counter drug or prescription drug if the student is misusing or abusing the drug or medication and it causes impairment of the physical or mental faculties.

Any student found to have had a Harmful Drug in his or her possession, or found to have been under the influence thereof while in school or while a participant in or spectator at a school-sponsored event, shall be subject to disciplinary penalties in accordance with the Student Code of Conduct. A student is considered "in possession" if he or she has contact with a Harmful Drug regardless of the amount of time it is in the student's possession. If a student becomes in possession of a Harmful Drug, he or she needs to immediately inform an adult on campus. Those students involved in selling or distributing a Harmful Drug while in school or while a participant in or spectator at a school-sponsored event will be subject to disciplinary penalties in accordance with the Student Code of Conduct. Other sanctions may include completion of a drug rehabilitation program or referral for prosecution.

A student may not keep in his or her possession any medication, even medication for which he or she has a prescription (see "Medication Policies," p. 27). Failure to comply may result in Level II discipline. The only exception to this policy is doctor-prescribed asthma medication (see "Asthma and Anaphylaxis Medication," p. 28).

Hazing

Texas laws prohibit students from engaging in, encouraging, aiding, or assisting in hazing. Hazing is defined as an intentional, knowing, or reckless act, on or off campus, by one person alone or acting with others, directed against a student for the purpose of pledging, initiation into, affiliation with, holding office in, or maintaining membership in a student organization, including:

1. any type of physical brutality;
2. an activity that subjects the student to an unreasonable risk of harm or that adversely affects the student's mental or physical health, such as sleep deprivation, exposure to the elements, confinement to small spaces, calisthenics, or consumption of food, liquids, drugs, or other substances;
3. any activity that induces, causes, or requires the student to perform a duty or task that violates the Penal Code; and
4. coercing a student to consume a drug or alcoholic beverage in an amount that would lead a reasonable person to believe the student is intoxicated.

Hazing will not be tolerated by the school. If an incident of hazing occurs, disciplinary consequences will be handled in accordance with the Student Code of Conduct. It is a criminal offense if a person engages in hazing; solicits, encourages, directs, aids, or attempts to aid another in hazing; or has firsthand knowledge of an incident of hazing being planned or having occurred and fails to report this to the Campus Director.

Inappropriate Sexual Conduct

Inappropriate sexual conduct encompasses any inappropriate, indecent, or offensive act that implies, suggests, or involves contact of a sexual nature. Inappropriate sexual conduct is prohibited and is subject to disciplinary action under the Student Code of Conduct.

Interference with School Activities or Discipline

Any student whose conduct, whether in class or out, materially and substantially interferes with school activities, school-sponsored functions (whether on public or private property), or school discipline, or invades the rights of school staff or other students, shall be subject to disciplinary penalties in accordance with the Student Code of Conduct.

"Conduct" includes, but is not limited to, the following activities:

1. preparing, circulating, or presenting petitions;
2. displaying on or about his or her person, books, materials, locker or vehicle, symbols, arm bands, flags, pennants, signs, or other decorations; and
3. preparation, printing, publishing, or distributing any unauthorized publication, periodical, paper, pamphlet, magazine, or book.

Lockers: Security and Search

Lockers, if provided by the school, are purchased, furnished, and maintained by the school and remain the property of the school. The decision to assign lockers rests with the Campus Director. No charges are made for their use. Items of non-school nature should not be placed or kept in lockers as they are subject to inspection at any time without prior notice to or permission from students. A student has full responsibility for the security of the locker and is responsible for making certain that it is locked and that the combination is not available to others. Searches of lockers may be conducted at any time, whether or not the student is present.

Any student who shall place, keep, or maintain any article or material in a school-owned locker that is prohibited by the school or of a non-school nature, shall be subject to discipline.

Report to Law Enforcement for Conduct Constituting Assault or Harassment

A Campus Director may make a report to local law enforcement, if, after an investigation is completed, the Campus Director has reasonable grounds to believe that a student has engaged in conduct that constitutes an offense under Section 22.01 (assault) or 42.07(a)(7) (harassment, including harassment via electronic communications), of the Penal Code.

Reports to Law Enforcement of Criminal Conduct

Under state law, a Campus Director is required to notify local law enforcement if the Campus Director has reasonable grounds to believe that activities have occurred at school, on school property, or a school-sponsored or school-related activity on or off school property that constitutes deadly conduct as defined under the Penal Code; a terroristic threat as defined under the Penal Code; conduct that may be an offense subject to mandatory supervision; the use, sale, or possession of a controlled substance, drug paraphernalia, or marijuana, the possession of any weapon or device under 46.01 (1)-(14) or (16) of the Penal Code; conduct that may constitute a criminal offense under 71.02 of the Penal Code; or conduct that may constitute a criminal offense for which a student may be expelled under Texas Education Code 37.007(a), (d), or (e).

Respect for Others

Inappropriate verbal or physical behavior that is motivated due to race, ethnicity, culture, sex, or disabilities will not be tolerated and is subject to disciplinary action under the Student Code of Conduct.

School Property

A good citizen, among other things, takes pride in the care of school property, realizing that the appearance of the building and campus is a credit or discredit to him or herself, as well as to the student body in general.

Any student found to have intentionally, knowingly, or recklessly damaged or destroyed school property shall be subject to disciplinary measures. In addition, the school may seek restitution from the parent for damage to school property to the fullest extent permitted by state law.

Self-Defense

The privilege of self-defense is limited. A claim of self-defense in the use of physical force will not exempt a student from discipline when:

1. the student provokes, invites, or encourages the use of physical force by another person;
2. the student has an opportunity to avoid physical force or to inform school staff of the threatened use of force;
3. the student uses physical force after the other party abandons or attempts to abandon a fight or confrontation;
4. the student does not attempt to walk away from a confrontation; or
5. the student does not attempt to get help from school staff.

The student or parent may appeal the decision regarding the outcome of the investigation in accordance with Board Policy.

Social Media

Responsive Education Solutions' social media sites are intended to serve as informational outlets for the community. Inaccurate, threatening and/or inappropriate posts including comments involving ResponsiveEd social media accounts or involving any social media account that is not an authorized account (including a social media account that appears to be related to ResponsiveEd or a school by using or referencing the ResponsiveEd name, any school name, references any school-sponsored activity or uses any ResponsiveEd or school mark, logo, or image) may be reported to the relevant social media provider and law enforcement authorities. ResponsiveEd students involved in such behavior are subject to disciplinary action.

Telecommunications or Other Electronic Devices

Students are prohibited from using any telecommunication devices, including cell phones or other electronic devices (unless otherwise issued by the school for the purpose of instruction), within a school building before or during school hours or on a school campus during school hours. Devices are to remain off during the school day, including during all testing. Devices that are on and/or cause a disruption during the school day will be confiscated. Any student refusing to give the device to school staff shall be subject to disciplinary penalties in accordance with the Student Code of Conduct. The campus is not responsible for damage that may occur to

a confiscated device before it is picked up by a student or parent. Once a device has been taken up, the following procedure will be used to return the device.

1. First Confiscation: The device may be picked up by the student or parent no earlier than the end of the school day. An administrative fee of $5 will be charged before the device can be returned.
2. Second Confiscation: The device may be picked up by the student or parent no earlier than the end of the school day. An administrative fee of $10 will be charged before the device can be returned.
3. Third and Subsequent Confiscations: The device may be picked up by the student or parent no earlier than the end of the school day. An administrative fee of $15 will be charged per occurrence before the device can be returned.

Campus Directors shall use discretion to determine the appropriate use of phones for students participating in extracurricular activities while on school property or while attending school-sponsored or school-related activities on or off school property. Any disciplinary action will be in accordance with the Student Code of Conduct. Additionally, students are not permitted to possess electronic devices (e.g., electronic games, iPods, mp3 players, pagers, radios, cameras, etc.) at school, unless prior permission has been obtained from the Campus Director. Without such permission, teachers will collect the items and turn them in to the Campus Director's office. The Campus Director will determine whether to return items to students at the end of the day or to contact parents to pick up the items.

Sending, sharing, viewing, or possessing pictures, text messages, e-mails, or other material of a sexual nature in electronic or any other form on a cell phone or other electronic device is prohibited and dealt with to the full extent of the law and the Student Code of Conduct.

Audio/Video Recording or Photographing without Consent

Any audio/video recording or photographing of students or staff without those persons' expressed permission is prohibited and subject to disciplinary action under the Student Code of Conduct.

Threats

Oral or written threats to cause harm or bodily injury to another student, an employee, or school property, including threats made using the internet or other electronic resources at school, will not be tolerated and is subject to disciplinary action under the Student Code of Conduct.

Tobacco

Matches, lighters, etc., are not permitted at school or at school-related functions. A student is considered "in possession" if he or she has contact with tobacco or tobacco products, regardless of the amount of time it is in the student's possession. If a student becomes in possession of tobacco or a tobacco product, he or she needs to immediately inform an adult on campus.

Smoking and using smokeless tobacco, e-cigarettes, electronic vapor devices, or tobacco products are not permitted in school buildings, vehicles, or on school property, 300 feet from school property, or at school-related or school-sanctioned events off school property. Students who act in violation of this prohibition shall be subject to disciplinary action under the Student Code of Conduct.

Weapons

A student shall not possess, exhibit, use, or threaten to exhibit or use any firearm, explosive weapon, knife, or materials that could be used as a weapon to inflict physical harm or damage to persons or property on school property or at any school-related function, whether on or off school property. A student is considered "in possession" if he or she has contact with a weapon regardless of the amount of time it is in the student's possession. If a student becomes in possession of a weapon, he or she needs to immediately inform an adult on campus. Weapons include, but are not limited to:

1. Firearms, which are any devices designed, made, or adapted to expel a projectile through a barrel by using the energy generated by an explosion or burning substance or any device readily convertible to that use;

2. Knives, which are blades or hand instruments designed to cut or stab another by being thrown, such as a daggers, bowie knives, swords, or spears;
3. Clubs, which are instruments that are specifically designed, made, or adapted for the purpose of inflicting serious bodily injury or death by striking a person with the instrument;
4. Explosive weapons;
5. Firearm silencers;
6. Knuckles (i.e., brass knuckles);
7. Chemical dispensing devices (such as mace or pepper spray);
8. Zip guns;
9. Any object used in a way that threatens to inflict bodily injury on another person;
10. Firearm ammunition;
11. Fireworks of any kind, smoke or stink bombs, or any other pyrotechnic device;
12. Chains;
13. Razors (including box cutters);
14. Pellet guns;
15. BB guns;
16. Stun guns;
17. Air guns; and
18. Toys that imitate weapons ("look-alikes").

Offenses and Consequences

Level I: Major Offenses

Examples (not inclusive list):

1. Being in an unauthorized area
2. Computer system violations
3. Disrespect of school staff and persons in authority
4. Failure to complete assigned homework
5. Failure to comply with school dress code policies
6. Failure to comply with directives of school staff (insubordination)
7. Failure to leave campus within 30 minutes of school dismissal (unless involved in an activity under the supervision of school staff)
8. Failure to report known hazing, harassment, or bullying of students
9. Hazing, harassment, or bullying of students (verbal)
10. Inappropriate behavior (not abusive, threatening, violent)
11. Inappropriate public display of affection
12. Inappropriate physical contact not defined as a Level II, Level III, or Level IV offense
13. Insensitivity to others
14. Parking infraction
15. Persistent tardiness (tardy, without excuse, on four or more days within a period of 45 rolling school days)
16. Possessing any electronic devices without permission
17. Possessing matches, lighters, etc.
18. Skipping or not attending class, detention, tutorial sessions, Saturday school, or extended day
19. Using a skateboard, scooter, and/or roller blades while on campus
20. Using any telecommunications or other electronic devices, without permission, during school hours
21. Vehicle operation infraction

Appropriate Disciplinary Actions:

1. Behavioral contracts or individually developed behavior management plans
2. Classroom management techniques
3. Community service
4. Cooling-off time or "time-out"
5. Counseling by teachers or Campus Director
6. Demerits
7. Detention
8. Fee for the return of telecommunications device that has been confiscated
9. In-school suspension up to 30 days
10. Parent contracts to restrict home privileges
11. Parent observations in student's classes
12. Parent conference with teacher or Campus Director
13. Peer mediation
14. Placement in another appropriate classroom
15. Restitution/restoration, if applicable
16. Saturday school
17. Seating changes within the classroom

18. Temporary or permanent confiscation of items that are prohibited and/or disrupt the educational process
19. Withdrawal of privileges, such as parking privileges, participation in extracurricular activities, eligibility for seeking and holding honorary offices, membership in school-recognized clubs or organizations, etc.

Disciplinary actions may be used individually or in combination for any offense.

No employee or agent of the school shall cause corporal punishment to be inflicted upon a student to reform unacceptable conduct or as a consequence for unacceptable conduct.

Level II: Discretionary Suspension

Examples (not inclusive list):

1. Academic dishonesty
2. Being a member of, pledging to become a member of, joining, or soliciting another person to join, or pledge to become a member of a school fraternity, sorority, secret society, or gang, as defined in TEC 37.121
3. Bypassing of internet blocks on school computers or networks to enter unapproved sites
4. Causing an individual to act through the use of or threat of force (coercion)
5. Engaging in conduct on campus that constitutes dating violence, including intentional use of physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control another person with whom the student has or has had a dating relationship
6. Engaging in conduct that constitutes sexual harassment (verbal and/or physical)
7. Engaging in offensive conduct of a sexual nature (verbal or physical)
8. Extortion/blackmail
9. Failure to comply with conditions of in-school suspension placement
10. Failure to comply with school medication policies
11. False accusation of conduct that would constitute a misdemeanor or felony
12. Falsification of school records
13. Fighting/mutual combat
14. Gambling
15. Gang activity (nonviolent)
16. Hazing, harassment, or bullying of students (physical)
17. Inappropriate behavior (e.g., violent; threat of being violent; threat of self-harm; racially, ethnically, or culturally motivated actions)
18. Interference with school activities or discipline
19. Leaving classroom, school property, or school-sponsored events without permission
20. Making an obscene gesture
21. Persistent Level I offenses (two Level I offenses within a period of 45 rolling school days)
22. Possessing ammunition
23. Possessing paraphernalia related to any prohibited substance
24. Possessing or using fireworks or other explosive devices
25. Possessing tobacco or tobacco products or items such as e-cigarettes or electronic vaporizing devices
26. Possessing or abusing over-the-counter drugs in violation of school policy
27. Possessing, viewing, or distributing pictures, text messages, e-mails, or other material of a sexual or inappropriate nature in any media format, including but not limited to cell phones
28. Posting inappropriate or disparaging remarks, pictures, videos, or links to any ResponsiveEd-managed social media site
29. Any unauthorized recording, taping, or photographing students or staff
30. Refusing to allow student search
31. Sexual harassment/sexual abuse not defined as a Level III or IV offense
32. Theft
33. Threats (nonviolent/verbal or written), including those initiated through social media, or other electronic forms, made outside of the campus setting for action or threat of action to be taken while on campus

34. Throwing object not considered an illegal weapon that can cause bodily injury or property damage
35. Unruly, disruptive, or abusive behavior that interferes with the teacher's ability to communicate effectively with the students in the class
36. Use of profanity or vulgar/offensive language (orally or in writing)
37. Using the internet or other electronic communications to threaten students or employees, or cause disruption to the school program
38. Verbal or written abuse (e.g., name calling, racial or ethnic slurs, or derogatory statements that may disrupt the school environment, etc.)
39. Willful destruction of school or personal property and/or vandalism
40. Self-harm, including but not limited to severe scratching, branding, cutting, self-hitting, burning, and biting
41. Making false accusations or perpetrating hoaxes regarding school or student safety
42. Refusing to allow lawful student search

Appropriate Disciplinary Actions:

1. Level I disciplinary techniques
2. Out-of-school suspension for up to three days

Disciplinary actions may be used individually or in combination for any offense.

Level III: Mandatory Suspension and Discretionary Expulsion

Examples (not inclusive list):

1. Any offense listed in Sections 37.006(a) or 37.007(b) of the TEC, no matter when or where the offense takes place
2. Burglary of a motor vehicle on campus
3. Conduct punishable as a felony not defined as a Level IV offense
4. Criminal mischief against school, student, or school staff
5. Deliberate destruction of or tampering with school computer data or networks
6. Disruptive activity (see "Disruptive Activity," p. 51)
7. Gang activity (violent)
8. Inappropriate exposure of body parts
9. Inappropriate sexual conduct
10. Persistent Level I offenses (four Level I offenses within a period of 45 rolling school days)
11. Persistent Level II offenses (two Level II offenses within a period of 45 rolling school days)
12. Possessing a knife, razor, box cutter, or chain
13. Possessing any object used in a way that threatens or inflicts bodily injury to another person
14. Possessing a look-alike weapon, including without limitation, BB guns, CO_2 guns, air pistols or rifles, pellet guns, or any other device designed to appear to be a firearm or other weapon
15. Possessing a stun gun, mace, or pepper spray
16. Possessing, selling, distributing, or under the influence of a Harmful Drug (see "Harmful Drugs," p. 53)
17. Posting any vulgar, grossly inappropriate or illegal remarks, pictures, videos, or links on any ResponsiveEd-managed social media site
18. Setting or attempting to set a fire on a school property (not arson)
19. Targeting someone for bodily harm
20. Threats (violent/verbal or written)
21. Engaging in bullying that encourages a student to commit or attempt to commit suicide; incites violence against a student through group bullying; or releases or threatens to release intimate visual material of a minor or a student who is 18 years or older without the student's consent
22. Possessing, selling, distributing or under the influence of alcohol (see "Alcoholic Beverages," p. 49)
23. Threats (violent/verbal or written), including those initiated through social media or other electronic forms, made outside of the campus setting for action or threat of action to be taken while on campus or toward another student
24. Selling paraphernalia related to any prohibited substance
25. Possessing or selling "look-alike" drugs or attempting to pass items off as drugs or prohibited items
26. Using, selling, or giving to another student any form of tobacco or tobacco products or items such as

e-cigarettes or electronic vaporizing devices, and smokeless tobacco, including chewing tobacco

27. Possessing prescription drugs, giving a prescription drug to another student, or possessing or being under the influence of another person's prescription drug

Appropriate Disciplinary Actions:

1. Out-of-school suspension for up to three days
2. Expulsion

Level IV: Mandatory Expulsion

Examples (not inclusive list):

1. Any offense listed in Section 37.007(a) and (d) of the TEC, no matter when or where the offense takes place
2. Required to register as a sex offender

Appropriate Disciplinary Actions:

1. Expulsion

Conferences, Hearings, and Appeals

All students are entitled to conferences, hearings, and/or appeals of disciplinary matters as provided by state and federal law and school policy.

Suspension Process

In addition to the above list of Student Code of Conduct violations, the Campus Director has the authority to suspend a student for up to five days for any of the following additional reasons:

1. the need to further investigate an incident,
2. a recommendation to expel the student, or
3. an emergency constituting endangerment to health or safety.

Prerequisites to Suspension

Prior to suspending a student, the Campus Director must attempt to hold an informal conference with the student to:

1. notify the student of the accusations against him or her,
2. allow the student to relate his or her version of the incident, and
3. determine whether the student's conduct warrants suspension.

Notification to Parents

If the Campus Director determines the student's conduct warrants suspension during the school day, the Campus Director will make reasonable effort to notify the student's parents that the student has been suspended before the student is sent home. The Campus Director will notify a suspended student's parents of the period of suspension, the grounds for the suspension, and the time and place for an opportunity to confer with the Campus Director.

Credit during Suspension

A student shall receive credit for work missed during the period of suspension if the student makes up work missed during the period of suspension within the same number of school days the student was absent on suspension.

Expulsion Process

Hearing

Students alleged to have committed an expellable offense will receive a hearing before a Hearing Officer within a reasonable time following the alleged misconduct. The Hearing Officer shall be a Regional Director or his or her designee. Prior to the hearing, the school will send a written notice to the student and the student's parents, including:

1. the basis for the proposed expulsion;
2. the date, time, and location of the hearing; and
3. the right of the student, at the hearing, to:
   a) be present;
   b) be accompanied by his or her parents;
   c) be represented by any adult representative, including legal counsel;
   d) present evidence, call witnesses, and testify; and
   e) be informed of the school's evidence.

After making a good faith effort to inform the student and the student's parents of the time and place of the hearing, the school shall hold the hearing regardless of

whether the student, the student's parents, or another adult representing the student attends. The Campus Director shall audio record the hearing.

Expulsion Order

Within seven days following the hearing on expulsion, the Hearing Officer or his or her designee will notify the student and the student's parents in writing of his or her decision. If the outcome of the expulsion hearing is that the student will be expelled, the Hearing Officer or his or her designee will enter an expulsion order and provide a copy to the student and the student's parents specifying:

1. the length of the expulsion;
2. the procedures for re-admittance at the end of the expulsion period, if applicable; and
3. the right to appeal the Hearing Officer's decision.

The notice shall also state that failure to timely request such a hearing constitutes a waiver of further rights in the matter.

Appeals

The student or a parent may appeal the decision of the Campus Director in accordance with the school grievance procedure (see "Student or Parent Complaints and Concerns," p. 72).

Discipline consequences will not be deferred pending the outcome of an appeal of an expulsion.

Effect of Student Withdrawal

If a student withdraws from the school before the expulsion hearing is conducted or an expulsion order is entered, the school may continue with the proceedings and enter an order. If the school fails to enter an expulsion order after the student withdraws, the next district in which the student enrolls may complete the proceedings and enter an order.

No Credit Earned

Except when required by law, students will not earn academic credit during a period of expulsion.

Emergency Removal

If a Campus Director reasonably believes a student's behavior is so unruly, disruptive, or abusive that it seriously interferes with a teacher's ability to communicate effectively with students in a class, with the ability of a student's classmates to learn, or with the operation of the school or a school-sponsored activity, the Campus Director may order immediate removal of the student. Immediate suspension may be imposed by a Campus Director or designee if they reasonably believe such action is necessary to protect persons or property from eminent harm. At the time of such an emergency removal, the student will be given verbal notice of the reason for the action and appropriate hearings will be scheduled within a reasonable time after the emergency removal.

Placement of Students with Disabilities

All disciplinary actions regarding students with disabilities shall be conducted in accordance with the most current federal and state laws.

Surveys and Activities

Students will not be required to participate without parental consent in any survey, analysis, or evaluation—funded in whole or in part by the U.S. Department of Education—that concerns:

1. political affiliations or beliefs of the student or the student's parent;
2. mental or psychological problems of the student or the student's family;
3. sexual behavior or attitudes;
4. illegal, antisocial, self-incriminating or demeaning behavior;
5. critical appraisals of individuals with whom the student has a close family relationship;
6. relationships privileged under law, such as relationships with lawyers, physicians, and ministers;
7. religious practices, affiliations, or beliefs of the student or parents; or
8. income, except when the information is required by law and will be used to determine the student's eligibility to participate in a special program or to receive financial assistance under such a program.

Parents will be able to inspect the survey or other instrument and any instructional materials used in connection with such a survey, analysis, or evaluation.

"Opting Out" of Surveys and Activities

Parents have a right to receive notice of and deny permission for their student's participation in:

1. any survey concerning the private information listed above, regardless of funding;
2. school activities involving the collection, disclosure, or use of personal information gathered from their student for the purpose of marketing or selling that information;
3. any non-emergency, invasive physical examination, or screening required as a condition of attendance, administered and scheduled by the school in advance and not necessary to protect the immediate health and safety of the student (exceptions are hearing, vision, or scoliosis screenings, or any physical exam or screening permitted or required under state law).

Excusing a Student from Reciting a Portion of the Declaration of Independence

Parents may request that their student be excused from recitation of a portion of the Declaration of Independence. State law requires that students in social studies classes in Grades 3–12 recite a portion of the text of the Declaration of Independence during Celebrate Freedom Week unless:

1. the parent provides a written statement requesting that the student be excused,
2. the school determines that the student has a conscientious objection to the recitation, or
3. the parent is a representative of a foreign government to whom the United States government extends diplomatic immunity.

Requesting Professional Qualifications of Teachers and Staff

Parents may request information regarding the professional qualifications of their student's teachers, including:

1. whether a teacher has met state qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction;
2. whether the teacher has an emergency permit or other provisional status for which state requirements have been waived; and
3. undergraduate and graduate degree majors, graduate certifications, and the field of study of the certification or degree.

Parents also have the right to request information about the qualifications of any paraprofessional who may provide services to their student.

Annual Notice of Parent and Student Rights (Annual FERPA Confidentiality Notice)

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

The Right to Inspect and Review

Parents or eligible students have the right to inspect and review the student's educational records within 45 days of the day the school receives a request for access. Parents or eligible students should submit to the Campus Director a written request that identifies the record(s) they wish to inspect. The school will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

If circumstances effectively prevent the parent or eligible student from exercising the right to inspect and review the student's educational records, the school shall provide the parent or eligible student with a copy of the records requested or make arrangements for the parent or eligible student to inspect and review the requested records.

The school shall not destroy any educational records if there is an outstanding request to inspect and review the records under this section. The school may charge a fee for a copy of an education record that is made for the parent or eligible student, unless the imposition of a fee effectively prevents a parent or eligible student from exercising the right to inspect and review the student's education records. The school will not charge a fee to search for or to retrieve the student's educational records.

If the student's educational records contain information on more than one student, the parent or eligible student may inspect and review or be informed of only the specific information about that student.

The Right to Seek Amendment of the Student's Educational Records

Parents or eligible students may ask the school to amend a record that they believe is inaccurate, misleading, or in violation of the student's privacy rights. Parents or eligible students should submit to the Campus Director a written request that clearly identifies the part of the record they want changed, and specifies why it is inaccurate, misleading, or in violation of the student's privacy rights. The school will decide whether to amend the record as requested within a reasonable time after the school receives the request. If the school decides not to amend the record as requested by the parent or eligible student, the school will notify the parent or eligible student of the decision and advise them of their right to a hearing to challenge the content of the student's education records on the grounds that the information contained in the educational records is inaccurate, misleading, or in violation of the student's privacy rights.

If, as a result of the hearing, the school decides that the information is inaccurate, misleading, or otherwise in violation of the student's privacy rights, it shall amend the record accordingly and inform the parent or eligible student of the amendment in writing. If, as a result of the hearing, the school decides that the information in the educational record is not inaccurate, misleading, or in violation of the student's privacy rights, it shall inform the parent or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why he or she disagrees with the decision of the school, or both. If the school places an amended statement in the student's educational records, the school is obligated to maintain the amended statement with the contested part of the record for as long as the record is maintained and disclose the statement whenever it discloses the portion of the record to which the statement relates.

The Right to Consent Prior to Disclosure

Parents or eligible students have the right to consent to disclosures of personally identifiable information (PII) contained in the student's educational records, except to the extent that FERPA authorizes disclosure without consent.

Disclosure without Consent

Officials with Legitimate Educational Interests

The school may disclose PII contained in the student's educational records without obtaining prior written consent of the parent or eligible student if the disclosure is to school officials with legitimate educational interests. A school official is:

1. a person employed by the school as a Campus Director, teacher, teacher aide/ paraprofessional, or support staff member (including health or medical staff and law enforcement unit personnel);
2. a person serving on the Board of Trustees;
3. a volunteer or contractor outside of the school who performs an institutional service or function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of personally identifiable information from education records (e.g., attorney, auditor, medical consultant, therapist, etc.);
4. a parent or student serving on an official committee (e.g., disciplinary committee, grievance committee, etc.); or
5. a parent, student, or other volunteer assisting another school official in performing his or her tasks.

A school official has a legitimate educational interest if the official needs to review an educational record in order to fulfill his or her professional responsibility.

Officials of Another School

The school may disclose—and does so upon request—PII contained in the student's educational records without obtaining prior written consent of the parent or eligible student if the disclosure is to officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll, or where the student is already enrolled, if the disclosure is for purposes related to the student's enrollment or transfer.

Federal and State Program Purposes

The school may disclose PII contained in the student's educational records without obtaining prior written consent of the parent or eligible student if the disclosure is to authorized representatives of:

1. the U.S. Comptroller General,
2. the U.S. Attorney General,
3. the U.S. Secretary of Education, or
4. state and local educational authorities.

Disclosures under this provision may be made in connection with an audit or evaluation of federal- or state-supported education programs, or for the enforcement of or compliance with federal legal requirements that relate to those programs. These entities may make further disclosures of PII to outside entities that are designated by them as their authorized representatives to conduct any audit, evaluation, or enforcement or compliance activity on their behalf.

Financial Aid

The school may disclose PII contained in the student's educational records without obtaining prior written consent of the parent or eligible student if the disclosure is in connection with financial aid for which the student has applied or which the student has received, if the information is necessary to determine eligibility for the aid, determine the amount of the aid, determine the conditions of the aid, or enforce the terms and conditions of the aid.

State and Local Officials

The school may disclose PII contained in the student's educational records without obtaining prior written consent of the parent or eligible student if the disclosure is to state and local officials or authorities to whom information is specifically allowed to be reported or disclosed by a state statute that concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records were released.

Certain Studies

The school may disclose PII contained in the student's educational records without obtaining prior written consent of the parent or eligible student if the disclosure is to organizations conducting studies for, or on behalf of, the school, in order to:

1. develop, validate, or administer predictive tests;
2. administer student aid programs; or
3. improve instruction.

Accrediting Organizations

The school may disclose PII contained in the student's educational records without obtaining prior written consent of the parent or eligible student if the disclosure is to accrediting organizations to carry out their accrediting functions.

Tax Purposes

The school may disclose PII contained in the student's educational records without obtaining prior written consent of the parent or eligible student if the disclosure is to parents of an eligible student, if the student is a dependent for IRS tax purposes.

Judicial Order or Subpoena

The school may disclose PII contained in the student's educational records without obtaining prior written consent of the parent or eligible student if the disclosure is to comply with a judicial order or lawfully issued subpoena.

Health and Safety Emergency

The school may disclose PII contained in the student's educational records without obtaining prior written consent of the parent or eligible student if the disclosure is to appropriate officials in connection with a health or safety emergency.

Directory Information

The school may disclose PII contained in the student's educational records without obtaining prior written consent of the parent or eligible student if the school has designated the information as "directory information."

The school has designated the following categories of information as directory information for the purpose of disclosure relating to school-sponsored/school-affiliated purposes:

1. student's name;
2. address;
3. telephone listing;
4. electronic mail address;
5. photographs (including video images);
6. date and place of birth;
7. major field of study;
8. dates of attendance;
9. grade level;
10. participation in officially recognized activities and sports;
11. weight and height of members of athletic teams;
12. degrees, honors, and awards received;
13. the most recent educational agency or institution attended; and
14. student identification (ID) number, user ID, or other unique personal identifier used to communicate in electronic systems that cannot be used to access education records without a PIN, password, etc. A student's social security number, in whole or in part, cannot be used for this purpose.

School-sponsored/school-affiliated purposes are those events/activities which the school conducts and/or sponsors to support the school's educational mission. Examples include, but are not limited to:

1. extracurricular programs or events (e.g., plays, sporting events, graduation ceremony, etc.),
2. publications (e.g., newsletters, yearbook, etc.),
3. honor roll and other recognition lists, and
4. marketing (e.g., videos, print media, website, newspaper, etc.).

The school has designated the following categories of information as directory information for the purpose of disclosure to military recruiters and institutions of higher education, but only for secondary students:

1. student's name,
2. address, and
3. telephone listing.

The school shall not release directory information except for the purpose indicated above, namely:

1. disclosure relating to school-sponsored/ school-affiliated purposes; and
2. disclosure to military recruiters and institutions of higher education, but only for secondary students.

A parent or eligible student may opt out of the release of directory information for either or both of these purposes by submitting a written objection to the school office within 15 school days after receiving this "Annual Notice of Parent and Student Rights (Annual FERPA Confidentiality Notice)."

Records

Except for disclosures to school officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the parent or eligible student, FERPA requires the school to record the disclosure. Parents or eligible students have a right to inspect and review the record of disclosures.

The Right to File a Complaint

Parents or eligible students have the right to file a complaint with the Family Policy Compliance Office of the U.S. Department of Education ("Office") concerning alleged failures by the school to comply with the requirements of FERPA. The name, address, and phone number of the Office that administers FERPA are:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, SW.
Washington, D.C. 20202
Phone: 1 (800) 872-5327

A complaint must contain specific allegations of fact giving reasonable cause to believe that a FERPA violation has occurred. A complaint does not have to allege that a violation is based on the school's policy or practice.

The Office investigates a timely complaint filed by a parent or eligible student, or conducts its own investigation when no complaint has been filed or a complaint has been withdrawn, to determine whether the school has failed to comply with FERPA. If the Office determines that the school has failed to comply with FERPA, it may also determine whether the failure to comply is based on the school's policy or practice.

A timely complaint is defined as an allegation of a FERPA violation that is submitted to the Office within 180 days of the date of the alleged violation or of the date that the complainant knew or reasonably should have known of the alleged violation. The Office may extend the time limit for good cause shown.

Access to Medical Records

Parents are entitled to access their student's medical records.

Computer Resources, Web Learning Tools, and Network Services Acceptable Use Guidelines

Computer Resources

As ResponsiveEd understands that technology is a critical tool in the pursuit of a student's education, the school has made a substantial investment in computer technology for instructional purposes. Use of those resources is restricted to students working under a teacher's supervision and for approved purposes only. Students with access to school computers and their parents agree to follow the following user agreement regarding use of these resources. Violations of this agreement may result in withdrawal of computer privileges and other disciplinary action. Electronic communications such as e-mail using school computers or school-issued e-mail accounts are not private and may be monitored by school staff.

Technology Mission Statement

The school is committed to utilizing the maximum potential of technology to enhance student learning and increase teacher effectiveness by providing students with technology-related experiences. Recognizing the ever-changing influences of technology on all aspects of our lives, the school is dedicated to providing an integrated

technological curriculum for all students and staff. Students will have access to the technology necessary to produce, manage, communicate, and retrieve information in an efficient manner for educational use. In the attainment of both present and future goals, the school will provide a continually evolving staff development program oriented toward the integration of technology in areas of curriculum.

Instructional Resource

The school is proud to bring network and internet access to school staff and students. The school believes the internet offers many diverse and unique resources to both students and staff. The school's goal in providing this service to staff and students is to promote educational excellence by facilitating resource sharing, innovative teaching, and communication skills.

The internet is a global electronic highway connecting thousands of computers all over the world and millions of individual subscribers. Services available to our school internet users include:

1. educational opportunities and electronic field trips,
2. public domain software and shareware,
3. access to university libraries and various museums,
4. online encyclopedias,
5. access to research databases,
6. access to hundreds of reference sources,
7. online subscriptions to educational journals,
8. virtual classrooms and laboratory simulations, and
9. information and news from NASA and other research institutions.

Through the school, students and staff have access to numerous research-oriented and instructional resources via the internet. Online encyclopedias, professional journals, and databases filled with timely information on thousands of topics are just a few of the resources provided. Computers at the school have the technology necessary to support student research and to promote academic achievement.

Student Safety

The school is aware that resources which are inappropriate or not designed for use in the educational setting may be accessed on the internet. To protect students and staff from such inappropriate material, the school's internet access is filtered with one of the highest rated internet filtering systems available. However, users must recognize that it is impossible for the school to restrict access to all controversial material and individuals must be responsible for their own actions in navigating the network.

Consent to Use Technology Resources

Parent consent is required before your child can use technology resources, such as websites, e-mail, and other internet-based services required to provide instruction. Please be advised that some educational software tools may collect personal information about your child, consisting of items similar to, or inclusive of: (i) first name; (ii) last name; (iii) school assigned e-mail address; (iv) unique student identifier; and; (v) date of birth. Under the federal law entitled, "Children's Online Privacy Protection Rule (COPPA)," some websites must provide parental notification and obtain verifiable parental consent before collecting personal information from children. However, the law permits the school to obtain this consent, thereby eliminating the need for each website operator to request parental consent.

In addition, while every reasonable effort is made by the school to prevent student exposure to inappropriate online content when using technology resources, it is not possible to completely eliminate the risk of such exposure.

By signing the "Acknowledgment Form and Agreement to Abide by the Parent/Student Handbook," you acknowledge the requirements to use, and the associated risks of, these technology resources and are providing parental consent for your child to access and utilize all necessary technology resources.

Purpose

The purpose of this policy is to ensure school-level compliance with all procedures and regulations regarding the local area network and internet usage. All students,

parents, teachers, administrators, and school staff who obtain their internet access through the school are expected to use these services appropriately.

User Responsibilities

1. The school is providing internet resources for educational purposes only. Student/staff use of internet resources must be related to an expressed educational and/or administrative goal or objective.
2. The use of the school internet and computer network must be in support of educational goals, research, and class assignments and be consistent with the educational objectives of the school.
3. Users must have a valid, authorized account to access the network, and use only those computer resources that are authorized. Accounts may be used only in accordance with authorized purposes.
4. Individual accounts may be used only by the owner of the account except where specifically authorized by school administrators. In the case of class accounts, all use must be under the supervision of the sponsoring teacher/supervisor.
5. The user is responsible for safeguarding the computer account. Users are expected to protect access to accounts by periodically changing the password and keeping it confidential. They must respect the privacy of others by not tampering with their files, passwords, or accounts.
6. The care of electronic devices provided by ResponsiveEd is the responsibility of the student. An electronic device needs to remain in the same working and physical condition as it was when provided to the student. Devices that are damaged, lost, or stolen should be reported to the school immediately. **The parent/student will be responsible for charges associated with repairing or replacing the device.**

Policy Terms and Conditions

Acceptable Use

Users are to properly use school network resources for educational and/or administrative purposes. Respectful and responsible network etiquette and behavior should be in keeping with the school's mission statement. Students and staff are expressly prohibited from accessing obscene, profane, vulgar, or pornographic sites or materials.

Privileges

The use of the internet is a privilege. Abusive conduct will lead to the privilege being revoked.

Warranty

The school makes no warranties of any kind, whether expressed or implied, for the service it is providing. The school will not be responsible for loss of data resulting from delays, non-deliveries, missed deliveries, viruses, or service interruptions caused by its own negligence or user errors or omissions. Opinions, advice, services, and all other information expressed by system users, information providers, service providers, or other third party individuals in the system are those of the providers and not the school. The school specifically denies any responsibility for the accuracy or quality of information obtained through the school network services.

Disclaimer of Liability

The school shall not be liable for users' inappropriate use of electronic communication resources or violations of copyright restrictions, users' mistakes or negligence, or costs incurred by users. The school shall not be responsible for ensuring the accuracy, age appropriateness, or usability of any information available on the internet.

Monitored Use

Electronic mail transmissions and other use of the electronic communications system by students and staff shall not be considered confidential and may be monitored at any time by designated school staff to ensure appropriate use for educational or administrative purposes. Forgery or attempted forgery of electronic mail messages is prohibited. Only authorized school personnel designated by the Vice President, Information Services, may read, delete, copy, or modify the electronic mail of other system users. Deliberate interference with the ability of other system users to send/receive electronic mail, or the use of another person's user ID and/or password is prohibited. Forgery or attempted forgery will result in

the cancellation of system privileges, as well as other appropriate consequences.

Vandalism

Vandalism is prohibited and will result in cancellation of privileges. It is subject to disciplinary action under the Student Code of Conduct. "Vandalism" is defined as any malicious attempt to harm, disrupt, or destroy data of another user of the school's network, or any of the agencies or other networks that are connected to the internet. This includes, but is not limited to, the uploading or creating of computer viruses. Any of these actions may be viewed as violations of school policy, administrative regulations and, possibly, as criminal activity under applicable state and federal laws. Users must respect the privacy of other users. Users will not intentionally seek information on, obtain copies of, or modify files, other data, or passwords belonging to other users, or represent themselves as another user unless explicitly authorized to do so by that user. Deliberate attempts to degrade or disrupt system performance and/or degrade, disrupt, or bypass system security are violations of school policy and administrative regulations and may constitute criminal activity under applicable state and federal laws.

The school will, in accordance with school policy, cooperate with local, state, or federal officials in any investigation concerning or relating to misuse of the school's network.

Network Etiquette

The user is expected to exhibit the following behavior:

1. Be polite (e.g., an all caps message implies shouting);
2. Use appropriate language;
3. Maintain confidentiality of the user, colleagues, and students;
4. Respect copyright laws; and
5. Be respectful in all aspects of network use.

Consequences

Students found to have violated school policies and procedures concerning use of school computers or networks shall be subject to disciplinary penalties in accordance with the Student Code of Conduct.

Vandalism Prohibited

Any malicious attempt to harm or destroy school equipment or data or data of another user of the school's system, or any of the agencies or other networks that are connected to the internet is prohibited. Deliberate attempts to degrade or disrupt system performance are violations of school policy and administrative regulations and may constitute criminal activity under applicable state and federal laws. Such prohibited activity includes, but is not limited to, the uploading or creating of computer viruses. Vandalism as defined above will result in the suspension of system use privileges and will require restitution for costs associated with system restoration, as well as other appropriate consequences as allowed by school policy and state and federal law.

Violations of law may result in criminal prosecution as well as disciplinary action by the school.

Electronic Communication Device Commitment Policy

Electronic communications at school and at school-related functions are subject to regulation by the school.

This Electronic Communication Device Commitment policy grants authority and permission to the school to regulate electronic communication devices when these devices are brought to and/or used while on school property or when attending school-related functions and events. Such communication devices include, but are not limited to, cell phones, tablets, iPads, and gaming devices. These regulations are made necessary in light of the unique opportunities these devices create for violations of law, school policies, and to perpetrate conduct disruptive of an educational environment essential to the school's educational program. These concerns are exacerbated by electronic security protections and the personal size of these devices, which are often carried concealed in pockets and purses.

Therefore, all students who would possess or use such devices on school property or at school-related activities, together with their parent, agree to the following:

1. The possession and use of cell phones, tablets, iPads, gaming devices, and other electronic communication devices by a student on school property or at school-related events is a privilege and not a right.
2. In consideration for the privilege to possess and use such devices on school property and at school-related events, the school is authorized and has the student's full consent to confiscate, power on or off, manipulate and do all things necessary to search his or her device and recover or intercept communications (including but not limited to text messaging) when reasonable suspicion exists that such device has been used to transmit or receive communications in violation of law, the Student Code of Conduct, school policy, or school regulation.
3. An electronic communication device used or possessed in violation of law, the Student Code of Conduct, school policy, or school regulation is subject to confiscation and may cause the loss of the privilege to possess and use such devices on school property and at school-related events for an indefinite period of time.

Student or Parent Complaints and Concerns

The purpose of this policy is to secure, at the lowest possible administrative level, prompt and equitable resolution of student or parent complaints and/or concerns. Usually, student or parent complaints can be resolved simply by an informal phone call or conference with the teacher or Campus Director who is the subject of the complaint. Generally, should the complaint involve a problem with a teacher, the student or parent is expected to discuss the matter with the teacher before requesting a conference with the Campus Director. For those complaints that cannot be handled informally, the school has adopted the following grievance policy.

Complaints regarding certain topics are addressed by specific policies or other documents that modify this complaint process or require an alternative process.

Definitions

For the purposes of this policy, "days" shall mean regular school days.

For the purposes of this policy, "parent" shall mean a person standing in parental relation, but does not include a person as to whom the parent-child relationship has been terminated or a person not entitled to possession of or access to a child under a court order. Except as provided by federal law, all rights of a parent under Education Code Title 2 and all educational rights under Family Code 151.003(a)(10) shall be exercised by a student who is 18 years of age or older or whose disabilities of minority have been removed for general purposes under Family Code Chapter 31, unless the student has been determined to be incompetent or the student's rights have been otherwise restricted by a court order.

Level One

A student or parent who has a complaint that could not be resolved informally shall request a conference with the Campus Director by filing the complaint in writing on a form provided by the school. The form must be filed with the school office within seven days of the time the student or parent knew, or should have known, of the event or series of events about which the student or parent is complaining. Copies of any documents that support the complaint should be attached to the complaint form. If the student or parent does not have copies of these documents, they may be presented at the Level One conference. After the Level One conference, no new documents may be submitted unless the student or parent did not know the documents existed before the Level One conference. A complaint form that is incomplete in any material way may be dismissed, but may be re-filed with all the requested information if the re-filing is within the designated time for filing a complaint.

The Campus Director shall hold a conference with the student or parent within seven days of the request. The seven-day timeframe for holding the Level One conference may be extended if mutually agreed to by both the student or parent and the Campus Director. An adult may represent a student at this and any level of the complaint.

The Campus Director shall have seven days following the Level One conference within which to respond. Announcement of a decision in the student's or parent's presence shall constitute communication of the decision.

Should the complaint involve a problem with the Campus Director, then the Level One complaint form should be submitted to the Regional Director at the following address:

Responsive Education Solutions
Complaint: Level One
Attn: Human Resources Department
P.O. Box 292730
Lewisville, TX 75029

Level Two

If the outcome of the Level One conference with the Campus Director is not to the student's or parent's satisfaction or the time for a response has expired, the student or parent may appeal the Level One decision to the Regional Director by filing the appeal notice in writing on a form provided by the school.

Note: In the event that the Level One conference was held by the Regional Director or designee, the Level Two conference shall be held by another Regional Director or designee.

The appeal notice must include a copy of the Level One complaint, a copy of the Level One decision being appealed (if applicable), and a copy of any documents presented at the Level One conference.

The appeal notice must be postmarked to the following address within seven days following receipt of a response or, if no response is received, within seven days of the response deadline:

Responsive Education Solutions
Complaint: Level Two
Attn: Human Resources Department
P.O. Box 292730
Lewisville, TX 75029

The Regional Director or designee shall hold a conference with the student or parent within seven days of the appeal notice. The seven-day timeframe for holding the Level Two conference may be extended if mutually agreed to by both the student or parent and the Regional Director or designee.

The Regional Director or designee shall have seven days following the Level Two conference within which to respond. Announcement of a decision in the student's or parent's presence shall constitute communication of the decision.

Level Three

If the outcome of the Level Two conference with the Regional Director or designee is not to the student's or parent's satisfaction or the time for a response has expired, the student or parent may appeal the Level Two decision to the Superintendent by filing the appeal notice in writing on a form provided by the school. The appeal notice must include a copy of the Level One complaint, a copy of the Level Two appeal notice, a copy of the Level One and Level Two decisions being appealed (if applicable), and a copy of any documents presented at the Level One and Level Two conferences.

The appeal notice must be postmarked to the following address within seven days following receipt of a response or, if no response is received, within seven days of the response deadline:

Responsive Education Solutions
Complaint: Level Three
Attn: Human Resources Department
P.O. Box 292730
Lewisville, TX 75029

The Superintendent or designee shall hold a conference with the student or parent within 14 days of the appeal notice. The 14-day timeframe for holding the Level Three conference may be extended if mutually agreed to by both the student or parent and the Superintendent or designee. The Level Three conference may be held via telephone or video conference at the discretion of the Superintendent.

The Superintendent or designee shall have seven days following the Level Three conference within which to respond. Announcement of a decision in the student's or parent's presence shall constitute communication of the decision.

Level Four

If the outcome of the Level Three conference with the Superintendent or designee is not to the student's or parent's satisfaction or the time for a response has expired, the student or parent may appeal the Level Three decision to the Board of Trustees by filing the appeal notice in writing on a form provided by the school. The appeal notice must include a copy of the Level One complaint; a copy of the Level Two and Level Three appeal notices; a copy of the Level One, Level Two, and Level Three decisions being appealed (if applicable); and a copy of any documents presented at the Level One, Level Two, and Level Three conferences.

The appeal notice must be postmarked to the following address within seven days following receipt of a response or, if no response is received, within seven days of the response deadline:

Responsive Education Solutions
Complaint: Level Four
Attn: Human Resources Department
P.O. Box 292730
Lewisville, TX 75029

The appeal will then be placed on the agenda of a future Board meeting. The Superintendent or designee shall inform the student or parent of the date, time, and place of the meeting.

The Board is not required to consider documentation not previously submitted or issues not previously presented. The Board may accept written testimony from the complainant and may request a written response from the school. The Board will consider the grievance and may, at its discretion, require the appearance of the complainant and administration.

The Board shall then make and communicate its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If for any reason the Board of Trustees fails to reach a decision regarding the complaint by the end of the next regularly scheduled Board meeting, the lack of a response by the Board of Trustees upholds the decision at Level Three.

If the complaint involves concerns or charges regarding an employee or if the complaint regards personally identifiable information of a student, the Board shall review the complaint in a closed session unless the employee to whom the complaint pertains requests that the Board consider the complaint in open session.

Consolidation of Complaints

When the school determines, in its sole discretion, that two or more individual complaints are sufficiently similar in nature and remedy to permit their resolution through one proceeding, the complaints may be consolidated.

Modification of Procedures

The Superintendent may, at his or her sole discretion, modify this complaint process or require an alternative process, so long as the Board of Trustees retains final authority to hear and decide complaints and concerns brought hereunder.

RESPONSIVE EDUCATION SOLUTIONS®
2021–2022 PARENT/STUDENT HANDBOOK

Acknowledgment Form and Agreement to Abide by the Parent/Student Handbook

Dear Parent/Guardian:

Research tells us that a safe, orderly, school is essential to student learning. The importance of that kind of an environment has been a long-standing value of this school. That environment promotes a positive school climate and high expectations for both behavior and learning.

This Handbook is published to outline those expectations. We want to assure and protect the rights of all students to a safe, orderly, and educationally efficient environment. If we can free the school from disruptions that result from inappropriate behavior and appearance, we seek to do so. We solicit your support and cooperation in a partnership which provides the best possible learning environment for your student.

This Handbook, including the Student Code of Conduct, has been developed through the cooperative efforts of our school community. It is extremely important that all students are aware of the expectations that the school has for them and that each parent encourages their student to accept and follow the behavioral standards outlined in this Handbook.

Your signature is requested to acknowledge your receipt of this Handbook and your commitment to abide by the provisions contained herein.

My signature indicates that I have received and agree to abide by the Parent/Student Handbook, including, *but not limited to*, the following provisions thereof:

1. **Student Code of Conduct (pp. 47–61);**
2. **Computer Resources, Web Learning Tools, and Network Services Acceptable Use Guidelines (pp. 68–71); and**
3. **Electronic Communication Device Commitment Policy (pp. 71–72).**

My signature further indicates that I understand that any Campus Handbook Supplement I may receive is designed to be in harmony with the provisions of this Parent/Student Handbook. As such, I understand that, in the event of a conflict between this Parent/Student Handbook and any provision of any Campus Handbook Supplement, this Parent/Student Handbook will be followed.

_____	_____	_____
Student Name	School	Grade Level
_____	_____	
Student Signature	Parent Signature	
_____	_____	
Date	Parent E-mail Address	

Please remove/print this page, sign it, and keep it for your records.

Thank you for allowing our staff the opportunity to partner with you in the education of your child.

PARENT/STUDENT COPY

RESPONSIVE EDUCATION SOLUTIONS®
2021–2022 PARENT/STUDENT HANDBOOK

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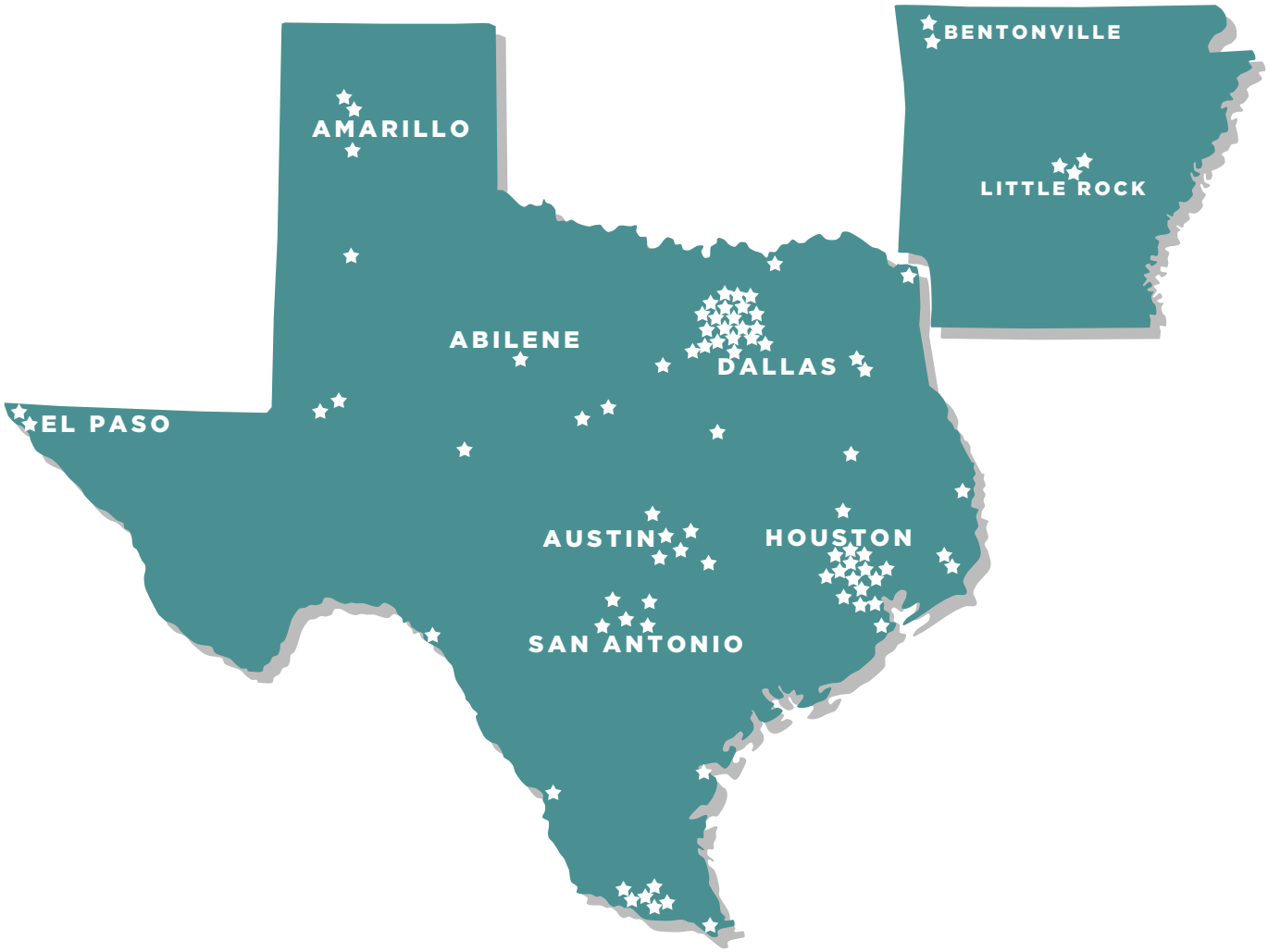
_____	_____	_____
Student Name	School	Grade Level
_____	_____	
Student Signature	Parent Signature	
_____	_____	
Date	Parent E-mail Address	

Please remove/print this page, sign it, and return it to the school office.

Thank you for allowing our staff the opportunity to partner with you in the education of your child.

SCHOOL COPY

ResponsiveEd® Schools



OUR MISSION

is to Provide ***Hope*** for Students Through Educational Options that Promote a ***Free Society*** and Cultivate ***Moral*** and ***Academic*** Excellence.

Responsive Education Solutions® 1301 Waters Ridge Dr., Lewisville, TX 75057 972-316-3663 ResponsiveEd.com

ATTACHMENT C

Offenses and Consequences

Level I: Major Offenses

Examples (not inclusive list):

1. Being in an unauthorized area

2. Computer system violations

3. Disrespect of school staff and persons in authority

4. Failure to complete assigned homework

5. Failure to comply with school dress code policies

6. Failure to comply with directives of school staff (insubordination)

7. Failure to leave campus within 30 minutes of school dismissal (unless involved in an activity under the supervision of school staff)

8. Failure to report known hazing, harassment, or bullying of students

9. Hazing, harassment, or bullying of students (verbal)

10. Inappropriate behavior (not abusive, threatening, violent)

11. Inappropriate public display of affection

12. Inappropriate physical contact not defined as a Level II, Level III, or Level IV offense

13. Insensitivity to others

14. Parking infraction

15. Persistent tardiness (tardy, without excuse, on four or more days within a period of 45 rolling school days)

16. Possessing any electronic devices without permission

17. Possessing matches, lighters, etc.

18. Skipping or not attending class, detention, tutorial sessions, Saturday school, or extended day

19. Using a skateboard, scooter, and/ or roller blades while on campus

20. Using any telecommunications or other electronic devices, without permission, during school hours

21. Vehicle operation infraction

Appropriate Disciplinary Actions:

1. Behavioral contracts or individually developed behavior management plans

2. Classroom management techniques

3. Community service

4. Cooling-off time or "time-out"

5. Counseling by teachers or Campus Director

6. Demerits

7. Detention

8. Fee for the return of telecommunications device that has been confiscated

9. In-school suspension up to 30 days

10. Parent contracts to restrict home privileges 11. Parent observations in student's classes

12. Parent conference with teacher or Campus Director

13. Peer mediation

14. Placement in another appropriate classroom

15. Restitution/restoration, if applicable

16. Saturday school

17. Seating changes within the classroom

18. Temporary or permanent confiscation of items that are prohibited and/or disrupt the educational process

19. Withdrawal of privileges, such as parking privileges, participation in extracurricular activities, eligibility for seeking and holding honorary offices, membership in school-recognized clubs or organizations, etc.

Disciplinary actions may be used individually or in combination for any offense.

No employee or agent of the school shall cause corporal punishment to be inflicted upon a student to reform unacceptable conduct or as a consequence for unacceptable conduct.

Level II: Discretionary Suspension

Examples (not inclusive list):

1. Academic dishonesty

2. Being a member of, pledging to become a member of, joining, or soliciting another person to join, or pledge to become a member of a school fraternity, sorority, secret society, or gang, as defined in TEC 37.121

3. Bypassing of internet blocks on school computers or networks to enter unapproved sites

4. Causing an individual to act through the use of or threat of force (coercion)

5. Engaging in conduct on campus that constitutes dating violence, including intentional use of physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control another person with whom the student has or has had a dating relationship

6. Engaging in conduct that constitutes sexual harassment (verbal and/or physical)

7. Engaging in offensive conduct of a sexual nature (verbal or physical)

8. Extortion/blackmail

9. Failure to comply with conditions of in-school suspension placement

10. Failure to comply with school medication policies

11. False accusation of conduct that would constitute a misdemeanor or felony

12. Falsification of school records

13. Fighting/mutual combat

14. Gambling

15. Gang activity (nonviolent)

16. Hazing, harassment, or bullying of students (physical)

17. Inappropriate behavior (e.g., violent; threat of being violent; threat of self-harm; racially, ethnically, or culturally motivated actions)

18. Interference with school activities or discipline

19. Leaving classroom, school property, or school-sponsored events without permission

20. Making an obscene gesture

21. Persistent Level I offenses (two Level I offenses within a period of 45 rolling school days)

22. Possessing ammunition

23. Possessing paraphernalia related to any prohibited substance

24. Possessing or using fireworks or other explosive devices

25. Possessing tobacco or tobacco products or items such as e-cigarettes or electronic vaporizing devices

26. Possessing or abusing over-the-counter drugs in violation of school policy

27. Possessing, viewing, or distributing pictures, text messages, e-mails, or other material of a sexual or inappropriate nature in any media format, including but not limited to cell phones

28. Posting inappropriate or disparaging remarks, pictures, videos, or links to any ResponsiveEd-managed social media site

29. Any unauthorized recording, taping, or photographing students or staff

30. Refusing to allow student search

31. Sexual harassment/sexual abuse not defined as a Level III or IV offense

32. Theft

33. Threats (nonviolent/verbal or written), including those initiated through social media, or other electronic forms, made outside of the campus setting for action or threat of action to be taken while on campus

34. Throwing object not considered an illegal weapon that can cause bodily injury or property damage

35. Unruly, disruptive, or abusive behavior that interferes with the teacher's ability to communicate effectively with the students in the class

36. Use of profanity or vulgar/offensive language (orally or in writing)

37. Using the internet or other electronic communications to threaten students or employees, or cause disruption to the school program

38. Verbal or written abuse (e.g., name calling, racial or ethnic slurs, or derogatory statements that may disrupt the school environment, etc.)

39. Willful destruction of school or personal property and/or vandalism

40. Self-harm, including but not limited to severe scratching, branding, cutting, self-hitting, burning, and biting

41. Making false accusations or perpetrating hoaxes regarding school or student safety

42. Refusing to allow lawful student search

Appropriate Disciplinary Actions:

1. Level I disciplinary techniques

2. Out-of-school suspension for up to three days

Disciplinary actions may be used individually or in combination for any offense.

Level III: Mandatory Suspension and Discretionary Expulsion

Examples (not inclusive list):

1. Any offense listed in Sections 37.006(a) or 37.007(b) of the TEC, no matter when or where the offense takes place

2. Burglary of a motor vehicle on campus

3. Conduct punishable as a felony not defined as a Level IV offense

4. Criminal mischief against school, student, or school staff

5. Deliberate destruction of or tampering with school computer data or networks

6. Disruptive activity (see “Disruptive Activity,” p. 51)

7. Gang activity (violent)

8. Inappropriate exposure of body parts

9. Inappropriate sexual conduct

10. Persistent Level I offenses (four Level I offenses within a period of 45 rolling school days)

11. Persistent Level II offenses (two Level II offenses within a period of 45 rolling school days)

12. Possessing a knife, razor, box cutter, or chain

13. Possessing any object used in a way that threatens or inflicts bodily injury to another person

14. Possessing a look-alike weapon, including without limitation, BB guns, CO2 guns, air pistols or rifles, pellet guns, or any other device designed to appear to be a firearm or other weapon

15. Possessing a stun gun, mace, or pepper spray

16. Possessing, selling, distributing, or under the influence of a Harmful Drug (see “Harmful Drugs,” p. 53)

17. Posting any vulgar, grossly inappropriate or illegal remarks, pictures, videos, or links on any ResponsiveEd-managed social media site

18. Setting or attempting to set a fire on a school property (not arson)

19. Targeting someone for bodily harm

20. Threats (violent/verbal or written)

21. Engaging in bullying that encourages a student to commit or attempt to commit suicide; incites violence against a student through group bullying; or releases or threatens to release intimate visual material of a minor or a student who is 18 years or older without the student’s consent

22. Possessing, selling, distributing or under the influence of alcohol (see “Alcoholic Beverages,” p. 49)

23. Threats (violent/verbal or written), including those initiated through social media or other electronic forms, made outside of the campus setting for action or threat of action to be taken while on campus or toward another student

24. Selling paraphernalia related to any prohibited substance

25. Possessing or selling “look-alike” drugs or attempting to pass items off as drugs or prohibited items

26. Using, selling, or giving to another student any form of tobacco or tobacco products or items such as e-cigarettes or electronic vaporizing devices, and smokeless tobacco, including chewing tobacco

27. Possessing prescription drugs, giving a prescription drug to another student, or possessing or being under the influence of another person’s prescription drug

Appropriate Disciplinary Actions:

1. Out-of-school suspension for up to three days 2. Expulsion

Level IV: Mandatory Expulsion

Examples (not inclusive list):

1. Any offense listed in Section 37.007(a) and (d) of the TEC, no matter when or where the offense takes place

2. Required to register as a sex offender

Appropriate Disciplinary Actions:

1. Expulsion

Conferences, Hearings, and Appeals

All students are entitled to conferences, hearings, and/ or appeals of disciplinary matters as provided by state and federal law and school policy.

Suspension Process

In addition to the above list of Student Code of Conduct violations, the Campus Director has the authority to suspend a student for up to five days for any of the following additional reasons:

1. The need to further investigate an incident,

2. A recommendation to expel the student, or

3. An emergency constituting endangerment to health or safety.

Prerequisites to Suspension

Prior to suspending a student, the Campus Director must attempt to hold an informal conference with the student to:

1. Notify the student of the accusations against him or her,

2. Allow the student to relate his or her version of the incident, and

3. Determine whether the student's conduct warrants suspension.

Notification to Parents

If the Campus Director determines the student's conduct warrants suspension during the school day, the Campus Director will make reasonable effort to notify the student's parents that the student has been suspended before the student is sent home. The Campus Director will notify a suspended student's parents of the period of suspension, the grounds for the suspension, and the time and place for an opportunity to confer with the Campus Director.

Credit during Suspension

A student shall receive credit for work missed during the period of suspension if the student makes up work missed during the period of suspension within the same number of school days the student was absent on suspension.

Expulsion Process

Hearing

Students alleged to have committed an expellable offense will receive a hearing before a Hearing Officer within a reasonable time following the alleged misconduct. The Hearing Officer shall be a Regional Director or his or her designee. Prior to the hearing, the school will send a written notice to the student and the student's parents, including:

1. The basis for the proposed expulsion;

2. The date, time, and location of the hearing; and

3. The right of the student, at the hearing, to:

   a) Be present;

   b) Be accompanied by his or her parents;

   c) Be represented by any adult representative, including legal counsel;

   d) Present evidence, call witnesses, and testify; and

   e) Be informed of the school's evidence.

After making a good faith effort to inform the student and the student's parents of the time and place of the hearing, the school shall hold the hearing regardless of whether the student, the student's parents, or another adult representing the student attends. The Campus Director shall audio record the hearing.

Expulsion Order

Within seven days following the hearing on expulsion, the Hearing Officer or his or her designee will notify the student and the student's parents in writing of his or her decision. If the outcome of the expulsion hearing is that the student will be expelled, the Hearing Officer or his or her designee will enter an expulsion order and provide a copy to the student and the student's parents specifying:

1. The length of the expulsion;

2. The procedures for re-admittance at the end of the expulsion period, if applicable; and

3. The right to appeal the Hearing Officer's decision. The notice shall also state that failure to timely request such a hearing constitutes a waiver of further rights in the matter.

Appeals

The student or a parent may appeal the decision of the Campus Director in accordance with the school grievance procedure (see "Student or Parent Complaints and Concerns," p. 72).

Discipline consequences will not be deferred pending the outcome of an appeal of an expulsion.

Effect of Student Withdrawal

If a student withdraws from the school before the expulsion hearing is conducted or an expulsion order is entered, the school may continue with the proceedings and enter an order. If the school fails to enter an expulsion order after the student withdraws, the next district in which the student enrolls may complete the proceedings and enter an order.

No Credit Earned

Except when required by law, students will not earn academic credit during a period of expulsion.

Emergency Removal

If a Campus Director reasonably believes a student's behavior is so unruly, disruptive, or abusive that it seriously interferes with a teacher's ability to communicate effectively with students in a class, with the ability of a student's classmates to learn, or with the operation of the school or a school-sponsored activity, the Campus Director may order immediate removal of the student. Immediate suspension may be imposed by a Campus Director or designee if they reasonably believe such action is necessary to protect persons or property from eminent harm. At the time of such an emergency removal, the student will be given verbal notice of the reason for the action and appropriate hearings will be scheduled within a reasonable time after the emergency removal.

Placement of Students with Disabilities

All disciplinary actions regarding students with disabilities shall be conducted in accordance with the most current federal and state laws.

ATTACHMENT D

Enrollment of New Students

Admission and enrollment of students shall be open to any person who is eligible for admission based on lawful criteria identified in the school's charter, e.g., qualifying residency and disciplinary history. The total number of students enrolled in the school shall not exceed the number of students approved in the school's charter or subsequent amendments. Applications for admission shall be due by a reasonable deadline to be set each year by the school—i.e., the close of the "open-enrollment period."

Lottery

If the number of eligible applicants does not exceed the number of vacancies, then all eligible applicants who have applied during the designated open-enrollment period will be offered admission. If there are more eligible applicants than available spaces in a class/ grade/school, then a lottery will be conducted at a time set by the school each year. A name (or number assigned to a name) will be drawn for each vacancy that exists, and each applicant whose name (or number) is drawn will be offered admission. The remaining names will then be drawn and placed on a waiting list in the order in which they were drawn.

Notification of admission will be made by telephone, e-mail, or U.S. Postal Service. Failure of a parent to respond within 48 hours of the date of the telephone call or e-mail, or within three business days of a post-marked letter, will forfeit his or her position in the lottery. Parents should call or e-mail the school immediately upon receipt of the notice in order to preserve their student's position in the lottery.

If a vacancy arises before the commencement of the school year, the individual on the waiting list for the current year with the lowest number assignment will be offered admission and then removed from the waiting list. If an application is received after the open-enrollment period has passed, the applicant's name will be added to the waiting list behind the names of the eligible applicants who timely applied.

Exceptions

Federal guidelines permit the school to exempt from the lottery process students who are already admitted under the charter, siblings of students already admitted under the charter, and children of the charter's founders, teachers, and staff, regardless of whether the children of the charter's founders, teachers, or staff reside in the geographic area served by the school.

Residency Information

To be eligible for continued enrollment in the school, the parent must show proof of residency at the time of enrollment. Failure to comply with this requirement will result in the immediate initiation of procedures to exclude students from enrollment.

Residency may be verified through observation, documentation, and other means, including, but not limited to:

1. a recently paid rent receipt,
2. a current lease agreement,
3. the most recent tax receipt indicating home ownership,
4. a current utility bill indicating the address and name of the residence occupiers,

5. mailing addresses of the residence occupiers,

6. visual inspection of the residence,

7. interviews with persons with relevant information, or

8. building permits issued to a parent on or before September 1 of the school year in which admission is sought (permits will serve as evidence of residency for the school year in which admission is sought only).

Falsification of residence on an enrollment form is a criminal offense.

Disciplinary History

As provided in the school's charter, the school may exclude a student from admission who has a documented history of a criminal offense, juvenile court adjudication, or discipline problems. The school shall exclude a student from admission who has a documented history of a criminal offense. As such, if it is later discovered that the student failed to disclose a documented history of a criminal offense, juvenile court adjudication, or disqualifying discipline problems, the school will immediately initiate procedures to exclude the student from admission.

Student Information

Any student admitted to the school must have records such as a report card and/or transcript from the previous school attended to verify his or her academic standing. Verification of residency and current immunization records are also required. Every student enrolling in the school for the first time must present documentation of immunizations as required by the Tennessee Department of Health.

No later than 30 days after enrolling in the school, the parent and school district in which the student was previously enrolled shall furnish records which verify the identity of the student. These records may include the student's birth certificate or a copy of the student's school records from the most recently attended school.

The school forwards a student's records on request to a school in which a student seeks or intends to enroll without the necessity of the parent's consent.

Providing False Information

A person who knowingly falsifies information on a form required for enrollment of a student in the school may be guilty of an offense under Tennessee law.

Non-Discrimination

It is the policy of the school to prohibit discrimination in student admission on the basis of sex, national origin, ethnicity, religion, disability, academic, artistic, or athletic ability, or the district the student would otherwise attend.

Fees

Materials that are part of the basic educational program are provided with state and local funds at no charge to a student. A student, however, is expected to provide his or her own pencils,

paper, pens, erasers, notebooks, calculators, headsets, etc., and may be required to pay certain other fees or deposits, including payment of:

1. a fee for materials for a class project that the student will keep, if the fee does not exceed the cost of materials;

2. membership dues in voluntary student clubs or organizations and admission fees to extracurricular activities;

3. a security deposit for the return of materials, supplies, or equipment;

ATTACHMENT F

F1: Articles of Incorporation

CHARTER
NONPROFIT CORPORATION (ss-4418)

Business Services Division
Tre Hargett, Secretary of State
State of Tennessee
312 Rosa L. Parks AVE, 6th Fl.
Nashville, TN 37243-1102
(615) 741-2286

Filing Fee: $100.00

For Office Use Only

The undersigned, acting as incorporator(s) of a nonprofit corporation under the provisions of the Tennessee Nonprofit Corporation Act, adopt the following Articles of Incorporation.

1. The name of the corporation is: Del Rey Education Inc

2. Name Consent: (Written Consent for Use of Indistinguishable Name)
☐ This entity name already exists in Tennessee and has received name consent from the existing entity.

3. This company has the additional designation of: _____

4. The name and complete address of the initial registered agent and office located in the state of Tennessee is:
Name: Brian Haas
Address: 100 Powell Place Ste 1136
City: Nashville State: TN Zip Code: 37204 County: Davidson

5. Fiscal Year Close Month: June **Period of Duration:** ☒ Perpetual ☐ Other ___/___/___ (Month/Day/Year)

6. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date and time is:
(Not to exceed 90 days) Effective Date: ___/___/___ (Month/Day/Year) Time: _____

7. The corporation is not for profit.

8. Please complete all of the following sentences by checking one of the two boxes in each sentence:
This corporation is a ☒ public benefit corporation / ☐ mutual benefit corporation.
This corporation is a ☐ religious corporation / ☒ not a religious corporation.
This corporation will ☐ have members / ☒ not have members.

9. The complete address of its principal executive office is:
Address: 100 Powell Place Ste 1136
City: Nashville State: TN Zip Code: 37204 County: Davidson

Note: Pursuant to T.C.A. §10-7-503 all information on this form is public record.

Submitter Information: Name: Brian Haas Phone #: (512) 333-1520

SS-4418 (Rev. 01/13)

RDA 1678

CHARTER
NONPROFIT CORPORATION (SS-4418)

For Office Use Only

Business Services Division
Tre Hargett, Secretary of State
State of Tennessee
312 Rosa L. Parks AVE, 6th Fl.
Nashville, TN 37243-1102
(615) 741-2286

Filing Fee: $100.00

The name of the corporation is: Del Rey Education Inc

10. The complete mailing address of the entity (if different from the principal office) is:
Address: 100 Powell Place Ste 1136
City: Nashville State: TN Zip Code: 37204

11. List the name and complete address of each incorporator:

Name	Business Address	City, State, Zip
Brian Haas	100 Powell Pl Ste 1136	Nashville, TN 37204

12. School Organization: (required if the additional designation of "School Organization - Exempt" is entered in section 3.)

☒ I certify that pursuant to T.C.A. §49-2-611, this nonprofit corporation is exempt from the $100 filing fee required by §48-51-303(a)(1).

☒ This nonprofit corporation is a "school support organization" as defined in T.C.A §49-2-603(4)(A).

☒ This nonprofit corporation is an educational institution as defined in T.C.A. §48-101-502(b).

13. Insert here the provisions regarding the distribution of assets upon dissolution:
Upon the dissolution of this organization, assets shall be distributed for exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed for a public purpose.

14. Other Provisions:
The organization is organized exclusively for charitable and educational purposes under section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code.

Note: Pursuant to T.C.A. §10-7-503 all information on this form is public record.

8/21/2021
Signature Date

Incorporator's Signature

Brian Haas
Incorporator's Name (printed or typed)

F2: Non-Profit Status

IRS Form 1023, Application for Recognition of Exemption Under Section 501(c)(3) has been filed with the IRS and has been assigned tracking ID: 26T9B8UA.

F3: Bylaws

BYLAWS
OF
DEL REY EDUCATION, INC.

ARTICLE I. General

Section 1. Name.

The name of the corporation is DEL REY EDUCATION, INC. It is hereinafter referred to as "the Corporation."

Section 2. Address.

The Corporation's mailing address and principal place of business shall be as set forth in the Articles of Incorporation or as otherwise established by the Board of Directors from time to time.

Section 3. Purposes.

The general purpose of this Corporation shall be to operate exclusively for charitable, educational, scientific, or literary purposes, and in furtherance of such goals is authorized to do any and all activities that it is empowered to do under these Articles provided, however, that nothing herein shall be construed as allowing any activities that would jeopardize the Corporation's tax-exempt status or otherwise be inconsistent with its classification as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended or replaced from time to time (the "Code") and its regulations as they now exist or may hereafter be amended, or as a corporation, contributions to which are deductible under Section 170(c)(2) of the Code.

The specific purposes for which the Corporation is formed are to establish, develop, maintain, improve, manage, and otherwise operate one or more public charter schools.

Section 4. Dedication of Assets and Dissolution.

The Corporation's assets are irrevocably dedicated to its public benefit purposes. Upon dissolution of this Corporation, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of the Corporation, including disposition of assets pursuant to any applicable charter contract or law applying to charter schools, shall be distributed to one or more nonprofit funds, foundations, or corporations that are organized exclusively for charitable purposes, pursuant to Section 501(c)(3) of the Internal Revenue Code, or the corresponding provision in any future tax code or to a state or local government, for a public purpose, as selected by the Board.

Section 5. Non-discrimination.

The Corporation shall not discriminate on the basis of race, religion, national origin, gender or age in either the hiring or other employment practices of the charter school or in its admission policies for students. The Corporation shall conduct all of its activities in accordance with all applicable local, state, and federal anti-discrimination laws, as well as in accordance with all other laws and so long as the Corporation is in a charter contract, regulations applicable to the operation of public charter schools in the State of Tennessee.

ARTICLE II. Members

The Corporation shall not have any members.

ARTICLE III. Directors

Section 1. Powers and duties.

The Corporation shall be governed by its Directors; as a body the Directors constitute the Board of Directors (hereafter referred to as "Board"). The business, affairs, and property of the Corporation shall be managed by a chief executive officer who shall be employed by the Board at its pleasure and accountable to it as a collective. The Board shall provide oversight of the chief executive officer and may reserve to itself final authority for decisions concerning any of the following:

a. Perform any and all duties imposed on the Board collectively or individually by law or by these Bylaws;
b. To make and change policies, rules and regulations not inconsistent with law, or with these Bylaws, for the management and control of the Schools and their affairs, and of their employees, and agents; to lease, purchase, or otherwise acquire, in any lawful manner, for and in the name of the Schools, any and all real and personal property, rights, or privileges deemed necessary or convenient for the conduct of the Schools' purpose or mission;
c. To enter into agreements and contracts with individuals, groups of individuals, Corporations or governments for any lawful purpose;
d. To hire, oversee and direct, as a collective, an individual who will be responsible for the day-to-day operations of the Schools;
e. To approve the annual budget and financial plan which shall be monitored and adjusted as necessary throughout the year;
f. To cause to be kept a complete record of all the minutes, acts and proceedings of the Board;
g. To cause an annual inspection or audit of the accounts of the Schools, as well as any other audits required by law, to be made by an accountant to be selected by the Board, showing in reasonable detail all of the assets, liabilities, revenues and expenses of the School and its financial condition;
h. To ensure that the schools' money and assets are reasonably safeguarded against fraud, waste, and abuse and that school's financial transactions are managed according to Generally Accepted Accounting Principles and any other applicable standards;
i. To ensure that the schools' financial position and performance meet all required performance framework metrics;
j. To set a proper tone regarding ethical conduct in all matters concerning the Corporation;

k. To ensure ongoing evaluation of the Schools and provide public accountability;
l. To uphold and enforce all laws related to charter School operations;
m. To ensure adequate funding for operation;
n. To provide appropriate assistance as to the solicitation of funds, receiving of grants, and overall fundraising needs of the Schools;
o. To delegate the management of the activities of the Schools to others, so long as the affairs of the Schools are managed, and its powers are exercised, under the Board's ultimate oversight and jurisdiction.

Section 2. Number.

The Board of Directors shall consist of a minimum of three (3) persons and no greater than twelve (12) persons unless changed by amendment of these Bylaws.

Section 3. Qualifications.

Each Director must be an individual person who is twenty-five years of age or older. Qualifications for Board Directorship shall include but not be limited to: (a) enthusiasm for the Schools and conviction in their purpose; (b) willingness to submit to a extended criminal record background check; (c) agreement to abide by the board's code of conduct; (d) commitment to professional development and the completion of any state requirements for training or development; (e) special skills to address specific management and needs of the Schools; (f) willingness to accept and support Board decisions; and (g) ability to represent the Schools to the community. Board members do not need to reside in the County in which the Corporation's principal office is located. So long as the Corporation's contract(s) for operation of a public charter school(s) is in effect, all Board members must meet the requirements in said contract, the approved Charter Application(s) and provisions of Tennessee Codes and regulations pertaining to governing boards of charter schools ("Charter School Rules"). A Board member who previously qualified to serve under the Charter School Rules but who ceases to be so qualified shall be considered to have resigned effective upon the date of the event or circumstance that causes him/her to lose qualification to serve on the Board.

Section 4. Term.

Board members shall be elected for three-year terms, except as otherwise provided for the initial Board members. Beginning in the first fiscal year the Corporation operates as a charter school, the initial Board members shall establish classes of Board members ("Board Classes") by resolution to provide for Board terms to be staggered so that no more than approximately 1/3 of the Board shall be up for election in any year, unless a vacancy or vacancies need to be filled. The starting date and length of the terms of the initial Board members shall be as set forth in the Board Classes resolution. Newly elected directors shall assume office, and terms of directors that are expiring shall expire, as of the date immediately following the date of the annual meeting of the Board of Directors or at any other time as designated by the Board. Board membership shall be limited to three consecutive three-year terms. Previous Board members shall be re-eligible for membership after a lapse of one year. The three consecutive term limit may be extended by one three-year term by a vote of the Board. An initial appointment as a director to serve the remainder of an unexpired term shall not count toward the three consecutive term limit.

Section 5. Election.

The names of the initial Board members are set forth in the Certificate of Incorporation. All successor Board members shall be elected by the Board of Directors at an election held each year at the annual meeting. The positions of those Board members whose terms will expire shall be voted upon, nominations for such positions shall made by the Board members, and the positions will be filled by vote of those Board members eligible to vote. In the event of a tie vote for a position, a second ballot will be cast for that position only. Should a second tie vote occur, a result shall be obtained by flipping a coin with the person the first initial of the first name of whom is earliest in the alphabet calling a coin side first. Newly elected Board members shall assume office at the first Board of Directors meeting following their election.

Section 6. Resignation and Removal.

A Board member may resign by submitting his or her resignation in writing to the Board Chair. A Board member may be removed with or without cause at a meeting of Board members by an affirmative vote of two-thirds of the full membership of the remaining Board of Directors. All Board members, including the Board member(s) being considered for removal shall receive at least 10 days' notice of such proposed action and the Board member(s) being considered for removal shall have the opportunity to address the Board regarding such action prior to any vote on such removal.

Section 7. Vacancies.

A vacancy shall be declared in any seat on the Board of Directors upon the death, resignation, or removal of the occupant thereof, or upon the disability of any occupant rendering him or her permanently incapable of participating in the management and affairs of the Corporation. If a vacancy should occur in the Board of Directors, Board members shall receive at least 10 days written notice of individuals proposed to be nominated to fill the vacancy. A new member of the Board of Directors shall be elected by a majority of a quorum of the remaining members of the Board of Directors. The new member shall be elected to serve for the remainder of the vacating director's term as set forth in the Board Classes.

Section 8. Compensation.

Board members receive no payment for their services. With Board approval, Board members may be reimbursed for out-of-pocket expenses incurred on approved board business. Board members must present receipts for all such expenses, which shall be for the Board member only, and shall be itemized and documented. Such expenses must be approved by a motion of the Board prior to reimbursement of any such expenditure to the Board meeting. Each year, at the Annual Meeting, the Board of Directors may set a schedule of allowable charges for meals, lodging, and mileage expended on Board business, and in such event, reimbursements shall not exceed these limitations.

Section 9. Parent Representative.

So long as the Corporation's charter contract(s) remains in effect, the Board must appoint a parent representative to facilitate parental involvement and resolve disputes. The parent representative must reside in the county in which the charter school is located and may be a member of the Board, charter school employee or individual contracted to represent the Board. If the Board oversees more than one (1) school in the school district, then a separate parent representative must be appointed for each school. The parent representative must attend meetings of the Corporation in person.

ARTICLE IV. Meetings and Committees

Section 1. Annual Meeting.

An annual meeting of the Board of Directors for the election of Board members and such other business as may come before the meeting shall be held in May of each year or such other month in the year as designated by the Board. Prior written notice shall be given not less than ten (10) days of the time, place, and purposes of the meeting. The meeting shall be held at the principal location of the Corporation or such other place as shall be specified in the meeting notice.

Section 2. Regular Meetings.

Regular meetings of the Board of Directors shall be held at least once per year. For purposes of this Section, the Annual Meeting shall be considered a Regular Meeting. Timely notice of all such regular meetings shall be provided. So long as the Corporation is in a charter contract, at least two meetings of the Corporation shall be held each year in the school district in which the charter school is located, and notices will be posted and provided as set forth in said charter contract and Tennessee law.

Section 3. Special Meetings.

Special meetings of the Board of Directors for any purpose or purposes may be called at any time by any member of the Board of Directors. Such meetings shall be held upon not less than two business days' notice given personally or by telephone, facsimile, or electronic communication media technology. Such notice shall specify the time and place of the meeting. So long as the Corporation is in a charter contract, such notice will also be posted and provided as set forth in said charter contract and Tennessee law. Emergency meetings may be called by the Board Chair and held upon notice as required by law.

Section 4. Quorum.

A majority of the full number of Board members shall constitute a quorum of the Board for the transaction of business. Quorum may be established by in-person attendance or by attendance through communications media technology in accordance with the requirements of the Tennessee Code § 48-58-201 (2018), TN Code § 8-44-108 (2015), and the Tennessee Open Meetings Act, compiled in Title 8, Chapter 44, Part 1 of the Tennessee Code, as amended, or any successor thereto. When a quorum is present, a majority of the Board members present may take any action on behalf of the Board, except to the extent that a larger number is required by law, by a charter contract, or by these Bylaws. Every act of a majority of the Board members present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Directors.

Section 5. Meeting Attendance.

Board members are expected to attend all Board meetings. It shall be the duty of the Secretary of the Board to communicate with any Board member after such Board member's three unexcused, consecutive absences or four unexcused absences within twelve months to ascertain the Board member's interest in retaining Board membership. Failure to provide an adequate response may qualify as sufficient cause for removal from the Board of Directors.

Section 6. Open Meetings.

So long as the Corporation's charter contract(s) remains in effect, to the extent required by such laws, rules and regulations as govern the operation of such public charter school; all meetings of the Board of Directors will be open and accessible to the public, noticed and conducted in

accordance with the Tennessee Public Records Act, compiled in Title 10, Chapter 7, Part 5 of the Tennessee Code, and the Tennessee Open Meetings Act, compiled in Title 8, Chapter 44, Part 1 of the Tennessee Code. Meetings of the Board shall not be closed to the public except as specifically permitted by the Tennessee Open Meetings Act and with prior consultation with legal counsel. The Corporation will establish a policy governing public comment and input in accordance with Tennessee law.

Section 7. Voting by Unanimous Written Consent and by Proxy.

Voting by any written consent or proxy is prohibited so long as the Corporation is in a charter contract.

Section 8. Committee Establishment; Membership; Terms.

The Board of Directors may establish and appoint members to such standing committees and/or ad hoc committees as it thinks necessary for the effective governing of the Corporation. The permitted activities and scope of each such committee shall be established by the Board at the inception of each such committee and may be amended by the Board from time to time. However, no such committee shall have the authority of the Board of Directors in reference to amending, altering, or repealing the Bylaws or Articles of Incorporation; electing, appointing, or removing any member of any committee or subcommittee or any Director or Officer of the Corporation; amending the Articles of Incorporation; adopting a plan of merger or consolidation with another corporation; authorizing the sale, lease, exchange, or mortgage of all or substantially all of the property and assets of the Corporation; authorizing the voluntary dissolution of the Corporation or revoking proceedings thereof; adopting a plan for the distribution of the assets of the Corporation; or amending, altering, or repealing any resolution of the Board of Directors which by its terms provides that it shall not be amended, altered, or repealed by such committee Committees may be made up of Board members and non-Board members. The Board shall appoint a chair for each committee unless otherwise provided in these Bylaws. The Board of Directors shall have the power at any time to change the number and members of any such committee, to fill vacancies, to remove a committee member and to discharge any such committee. So long as the Corporation's contract for operation of a public charter school remains in effect, any Standing or Ad Hoc Committees subject to the Tennessee Public Records Act, compiled in Title 10, Chapter 7, Part 5 of the Tennessee Code, and the Tennessee Open Meetings Act, compiled in Title 8, Chapter 44, Part 1 of the Tennessee Code, will be noticed and conducted in accordance with such Act.

Section 9. Audit Committee.

The Board of Directors shall appoint an Audit Committee that will be chaired by the Treasurer. The Audit Committee will be considered a standing committee. It will assist the whole Board with financial management oversight but will not participate in the financial management of the Corporation. The Audit Committee shall recommend to the Board the selection of the independent auditing firm and will perform such other duties as identified by the Board.

ARTICLE V. Officers

Section 1. Titles.

The Officers of the Corporation shall be Board Chair, Vice Chair, Secretary, and Treasurer. The Board of Directors may create such other officer positions as it thinks necessary. Each officer position shall have its duties and responsibilities specified and included in these Bylaws. Officers

may hold more than one position at the same time, except that the Secretary and the Treasurer may not serve concurrently as the President.

Section 2. Election.

The Officers shall be elected from among the Board of Directors at each annual meeting of the Board members and shall serve for one year and until their successors are elected and qualified. New offices may be created and filled at any meeting of the full Board.

Section 3. Duties.

Officers shall have the duties and responsibilities belonging to their office, including those that follow.

(a) The Board Chair shall be responsible, along with his/her fellow Board members, for the oversight of the Corporation's business and affairs. He/she shall preside at all meetings of the Board. The Board Chair shall have full and equal vote as accorded to all Board members. The Board Chair may enter into and execute in the name of the Corporation contracts or other instruments that are authorized by the Board of Directors. The Board Chair may delegate, as needed, to any other officer any or all of the duties of the office of Board Chair. He/she shall have such other powers and duties as may be prescribed by the Board of Directors or by these Bylaws.

(b) The Vice Chair shall have such duties and responsibilities as may be delegated to him/her by the Board Chair. The Vice Chair shall have full and equal vote as accorded to all Board members. In the absence of the Board Chair, the Vice Chair shall perform all the duties of the Board Chair and, when so acting, shall have all the responsibilities of and be subject to all the restrictions as fall upon the Board Chair, including presiding at meetings of the Board of Directors. He/she shall have such other powers and duties as may be prescribed by the Board of Directors or by these Bylaws.

(c) The Secretary shall cause notices of all meetings to be served to all members of the Board of Directors and shall keep or cause to be kept the minutes of all meetings of the Board, including the time and place, the names of those present, the actions taken, and the votes on such actions. The Secretary shall present the minutes of the previous meeting at the subsequent meeting to be voted on by the Board and duly noted in the minutes of the current meeting. The Secretary shall ensure the integrity of the Board's documents. He/she shall have such other powers and duties as may be prescribed by the Board or by these Bylaws.

(d) The Treasurer shall assist the whole board with oversight of the Corporation's financial management. The Treasurer assists the Board in the development of financial policies and helps ensure that performance aligns favorably with policy. The Treasurer shall chair the Board's Audit Committee. As such, the Treasurer shall not be a signer on any account nor shall have any authority to approve or authorize transactions. The Treasurer has no disproportionate responsibility for the financial performance of the school. The Treasurer shall ensure that regular books of account are kept for the Corporation that set out business transactions of the Corporation and reports and filing made, all in compliance with applicable Tennessee law, and that such books are at all times open to inspection at the Corporation's place of keeping to any Board member or as otherwise required by law or charter contract.

Section 4. Resignation and Removal; Vacancy.

An officer may resign by submitting his or her resignation in writing to the Board Chair. Any officer may be removed from office, with or without cause, by the affirmative vote of two-thirds of the full membership of the Board of Directors at any regular meeting or special meeting called for that purpose. Any officer proposed to be removed for cause shall be entitled to at least ten (10) days' written notice of the meeting of the Board of Directors at which such removal is to be voted upon and shall be entitled to appear before and be heard by the Board of Directors at such meeting. A vacancy occurring in any office of the Corporation by death, resignation, removal or otherwise shall be filled by the Board of Directors.

Section 5. Compensation.

Directors who serve as officers shall not receive any compensation for their services.

ARTICLE VI. Fiscal Year and Check Signing

Section 1. Fiscal Year.

The fiscal year of the Corporation shall be July 1st to June 30th.

Section 2. Check Signing; Deposits.

The Board Chair is authorized to sign checks for the Corporation. The Corporation may authorize other persons to sign checks by written resolution adopted by a majority of a quorum of the Board. The Board of Directors shall establish a policy setting the amount above which checks must have two signatures. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

ARTICLE VII. Amendments to Bylaws

The Board of Directors shall have the power to make, amend, or repeal the Bylaws of the Corporation, either in whole or in part. The Bylaws may be amended at any regular meeting of the Board of Directors or any special meeting called for that purpose. Written notice stating the time and location of the regular meeting or special meeting must be given to all Board members not less than ten (10) days prior to the meeting at which such change(s) shall be proposed and voted upon. Any change shall require the approval by a two-thirds (2/3rds) vote of the full membership of the Board assuming no vacancies.

ARTICLE VIII. Additional Provisions

Section 1. Indemnification of Officers and Board Members.

The Corporation shall indemnify and advance expenses on behalf of its Directors and Officers to the fullest extent permitted under Tennessee Code § 48-58-507 (2016), as amended, or any successor thereto. Said indemnification shall extend to any and all liabilities of the Directors and Officers arising from their relationships with the Corporation in any and all capabilities. By resolution duly adopted, the Board of Directors may authorize the Corporation to (i) indemnify any or all of its employees and agents who are not Directors to any extent that the Board of Directors may determine, up to and including the fullest extent permitted under Tennessee Code § 48-58-507 (2016), as amended, or any successor thereto, and/or (ii) provide insurance coverage to any or all of its directors, officers, employees and agents against any or all risks or liabilities that such persons may incur by virtue of their relationship with the Corporation. A Board member or officer shall not be personally liable to the Corporation for damages for breach of any duty owed

to the Corporation, its beneficiaries, or its Board of Directors, except that nothing contained herein shall relieve a Board member or officer from liability for breach of a duty based on an act of omission: (a) in breach of such person's duty of loyalty to the Corporation; (b) not in good faith or involving a knowing violation of law; or (c) resulting in receipt of an improper personal benefit.

Section 2. Insurance.

The Board of Directors shall provide for the liability and other forms of insurance considered to be necessary and prudent as protection against possible claims.

Section 3. Audit.

At the close of the first fiscal year of charter school operation, the accounts of the Corporation shall be audited by an independent auditor, who meets the requirements set forth in Tennessee law for auditors of charter schools and who has expertise in accounting of tax-exempt organizations generally. The auditor shall be selected in accordance with the procedures required by law. The audit shall be done in compliance with the Tennessee Code governing charter schools and with all applicable state and federal laws controlling non-profit tax-exempt corporations. Copies of the audit shall be provided to agencies in accordance with legal requirements.

Section 4. Private Foundations and Other Limitations.

In no case shall the Corporation indemnify, reimburse, or insure any person for any taxes imposed on such person under chapter 42 of the Code. Furthermore, (a) if at any time the Corporation is a private foundation within the meaning of Section 509(a) of the Code, then during such time no payment shall be made under this Article if such payment would constitute an act of self-dealing or taxable expenditure as defined in Section 4941(d) or Section 4945(d), respectively, of the Code and (b) if at any time the Corporation is not a private foundation within the meaning of Section 509 of the Code, then during such time no payment shall be made under this Article if such payment would constitute an excess benefit transaction as defined in Section 4958 of the Code.

Section 5. Contracts.

The Board of Directors may authorize any Officer or Officers, agent or agents of the Corporation, in addition to the Officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, provided that such contract or instrument is not in violation of the Articles of Incorporation, these Bylaws or applicable law. Such authority may be general or confined to specific instances.

Section 6. Books and Records.

The Corporation shall keep correct and complete books and records of account, shall keep minutes of the proceedings of its Board of Directors and committees having any authority of the Board of Directors.

ARTICLE IX. CONFLICT OF INTEREST

The Corporation shall adopt a conflict of interest policy and will adhere to the provisions of that policy. The purpose of this conflict of interest policy is to protect the tax-exempt Corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Corporation or might result in a possible self-dealing or excess benefit transaction. This policy is intended to supplement but not

replace any applicable Tennessee and federal laws governing conflict of interest applicable to nonprofit and charitable corporations and is not intended as an exclusive statement of responsibilities.

These Bylaws were adopted by a 2/3 majority of the Board of Directors, at a duly noticed meeting, at which a quorum was present, on _December 9__, 2021.

_____

Austin Tallant, Secretary

F4: Code of Conduct

DEL REY EDUCATION, INC. CODE OF ETHICS

Del Rey Education, Inc. adopts the following Principles of Professional Conduct for the Education Profession for our Code of Ethics, applicable to both employees and the governing board.

1. Del Rey Education educators shall be guided by the following ethical principles:

    a. The educator values the worth and dignity of every person, the pursuit of truth, devotion to excellence, acquisition of knowledge, and the nurture of democratic citizenship. Essential to the achievement of these standards are the freedom to learn and to teach and the guarantee of equal opportunity for all.

    b. The educator's primary professional concern will always be for the student and for the development of the student's potential. The educator will therefore strive for professional growth and will seek to exercise the best professional judgment and integrity.

    c. The educator is aware of the importance of maintaining the respect and confidence of one's colleagues, of students, of parents, and of other members of the community, the educator strives to achieve and sustain the highest degree of ethical conduct.

2. Del Rey Education educators shall comply with the following disciplinary principles. Violation of any of these principles shall subject the individual to revocation or suspension of the individual educator's certificate, or the other penalties as provided by law.

    a. Obligation to the student requires that the individual:
        1. Shall make reasonable effort to protect the student from conditions harmful to learning and/or to the student's mental and/or physical health and/or safety.
        2. Shall not unreasonably restrain a student from independent action in pursuit of learning.
        3. Shall not unreasonably deny a student access to diverse points of view.
        4. Shall not intentionally suppress or distort subject matter relevant to a student's academic program.
        5. Shall not intentionally expose a student to unnecessary embarrassment or disparagement.
        6. Shall not intentionally violate or deny a student's legal rights.
        7. Shall not harass or discriminate against any student on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition, sexual orientation, or social and family background and shall make reasonable effort to assure that each student is protected from harassment or discrimination.
        8. Shall not exploit a relationship with a student for personal gain or advantage.
        9. Shall keep in confidence personally identifiable information obtained in the course of professional service, unless disclosure serves professional purposes or is required by law.

    b. Obligation to the public requires that the individual:
        1. Shall take reasonable precautions to distinguish between personal views and those of any educational institution or organization with which the individual is affiliated.
        2. Shall not intentionally distort or misrepresent facts concerning an educational matter in direct or indirect public expression.
        3. Shall not use institutional privileges for personal gain or advantage.
        4. Shall accept no gratuity, gift, or favor that might influence professional judgment.
        5. Shall offer no gratuity, gift, or favor to obtain special advantages.

    c. Obligation to the profession of education requires that the individual:
        1. Shall maintain honesty in all professional dealings.
        2. Shall not on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition if otherwise qualified, or social and family background deny to a colleague professional benefits or advantages or participation in any professional organization.

3. Shall not interfere with a colleague's exercise of political or civil rights and responsibilities.
4. Shall not engage in harassment or discriminatory conduct which unreasonably interferes with an individual's performance of professional or work responsibilities or with the orderly processes of education or which creates a hostile, intimidating, abusive, offensive, or oppressive environment; and, further, shall make reasonable effort to assure that each individual is protected from such harassment or discrimination.
5. Shall not make malicious or intentionally false statements about a colleague.
6. Shall not use coercive means or promise special treatment to influence professional judgments of colleagues.
7. Shall not misrepresent one's own professional qualifications.
8. Shall not submit fraudulent information on any document in connection with professional activities.
9. Shall not make any fraudulent statement or fail to disclose a material fact in one's own or another's application for a professional position.
10. Shall not withhold information regarding a position from an applicant or misrepresent an assignment or conditions of employment.
11. Shall provide upon the request of the certified individual a written statement of specific reason for recommendations that lead to the denial of increments, significant changes in employment, or termination of employment.
12. Shall not assist entry into or continuance in the profession of any person known to be unqualified in accordance with these Principles of Professional Conduct for the Education Profession in Tennessee and other applicable Tennessee Statutes and State Board of Education Rules.
13. Shall self-report within forty-eight (48) hours to appropriate authorities (as determined by district) any arrests/charges involving the abuse of a child or the sale and/or possession of a controlled substance. Such notice shall not be considered an admission of guilt nor shall such notice be admissible for any purpose in any proceeding, civil or criminal, administrative or judicial, investigatory or adjudicatory. In addition, shall self-report any conviction, finding of guilt, withholding of adjudication, commitment to a pretrial diversion program, or entering of a plea of guilty or Nolo Contendere for any criminal offense other than a minor traffic violation within forty-eight (48) hours after the final judgment.
14. Shall report to appropriate authorities any known allegation of a violation of the Tennessee Education Code or State Board of Education Rules.
15. Shall seek no reprisal against any individual who has reported any allegation of a violation of the Tennessee Education Code or State Board of Education Rules.
16. Shall comply with the conditions of an order of the Department of Education imposing probation, imposing a fine, or restricting the authorized scope of practice.

17. Shall, as the supervising administrator, cooperate with the Department of Education in monitoring the probation of a subordinate.

F5: Conflict of Interest Policy

DEL REY EDUCATION, INC. CONFLICT OF INTEREST AND COMPENSATION POLICY

Section 1: Purpose

The purpose of the conflict of interest policy is to protect this tax-exempt Corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Corporation or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

Section 2: Definitions

a. Interested Person
   Any director, principal officer, or member of a committee with governing Board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

b. Financial Interest
   A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:
   1. An ownership or investment interest in any entity with which the Corporation has a transaction or arrangement,
   2. A compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement, or
   3. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing Board or committee decides that a conflict of interest exists.

Section 3. Procedures

a. Duty to Disclose. In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the Directors and members of committees with governing Board delegated powers considering the proposed transaction or arrangement.

b. Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing Board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board or committee members shall decide if a conflict of interest exists.

c. Procedures for Addressing the Conflict of Interest

    i. An interested person may make a presentation at the governing Board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

    ii. The chairperson of the governing Board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

    iii. After exercising due diligence, the governing Board or committee shall determine whether the Corporation can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

    iv. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing Board or committee shall determine by a majority vote of the disinterested Directors whether the transaction or arrangement is in the Corporation's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

d. Violations of the Conflicts of Interest Policy

    i. If the governing Board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to

explain the alleged failure to disclose.

ii. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing Board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Section 4. Records of Proceedings

The minutes of the governing Board and all committees with Board delegated powers shall contain:

a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing Board's or committee's decision as to whether a conflict of interest in fact existed.

b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Section 5. Compensation

a. A voting member of the governing Board who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.

b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.

c. No voting member of the governing Board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

d. Members who receive compensation from the Corporation, whether directly or indirectly or as employees or independent contractors, are precluded from membership on any committee whose jurisdiction includes compensation matters.

Section 6. Annual Statements

Each director, principal officer and member of a committee with governing Board delegated powers shall annually sign a statement which affirms such person:

a. Has received a copy of the conflicts of interest policy,
b. Has read and understands the policy,
c. Has agreed to comply with the policy, and

d. Understands the Corporation is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Section 7. Periodic Reviews

To ensure the Corporation operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

a. Whether compensation arrangements and benefits are reasonable, based on competent survey information and the result of arm's length bargaining.

b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Corporation's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

Section 8. Use of Outside Experts

When conducting the periodic reviews as provided for in Article IX, Section 7, the Corporation may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing Board of its responsibility for ensuring periodic reviews are conducted.

F6: Board Member Bios

Cassie Chapman

President

A Parkersburg, WV native, Cassie Chapman moved to Nashville from Louisville, KY in 2007. The following year, she married her TV host husband, Gary Chapman.

Cassie starred in the docudrama “Private Lives of Nashville Wives” in 2013. In front of the cameras and the world, she and her husband adopted their beautiful, baby daughter Eva Rose on the show. That process caused her to become an advocate for independent, open adoption.

Cassie is involved with many charity organizations and loves philanthropic work. She was co-chair for Agape Animal Rescue, where she hosted “Glitter and Glam” and “Animal Ball,” the two largest monetary events the organization has had to date. She has also served on the board for Women In Numbers, a nonpartisan organization that supports women running for local office.

Currently, Cassie is working on the launch of a new TV cooking show. In her free time, she loves to ride horses, cook, research, sing, and spend time outdoors with her daughter. Grateful for the amazing support system in her life as she navigates through her daughter’s diagnosis of Autism, Cassie wants to “pay it forward” by helping other families who find themselves in the same situation.

Brian Haas

Vice President

Driven by a passion for providing top quality educational opportunities specific to the unique needs of the individual, Brian has served in a variety of diverse capacities throughout his career. Beginning in the concert production industry, Mr. Haas has toured with some of the highest grossing concert tours of their day, for such artists as Paul McCartney, Phil Collins, Prince, and many others. Subsequently, Brian has spent a number of years as an executive in the technology industry, insurance/risk management, and commercial real estate. In addition, he has served in a number of civic and governance roles, including as board member of one of Florida's largest senior services organizations.

This broad assortment of occupations has taught Mr. Haas a tremendous skillset, from ethical corporate and nonprofit governance, to contract negotiation and review, to marketing and community outreach, to entrepreneurship and effective business operations, to community service. Mr. Haas currently holds real estate licenses in two states, and has been involved in expanding the footprint of classical education across 4 states.

Carma DiCianni

Treasurer

Carma DiCianni is currently the Director of Student Operations & Marketing for Nashville's prestigious Blackbird Academy. Carma is responsible for strategically building, executing, and maintaining student and alumni programs, oversees the creation/implementation of communication and marketing materials for John and Martina McBride's Blackbird Academy, and has financial responsibility for the Academy. Carma also oversees the management and operations of recruitment, admissions, enrollment and orientation services at the school.

Carma has been in the education and music industries for over 20 years. In the music industry, she has worked in recording studios, tour management, and as a professional event/concert photographer. Carma has worked with artists/bands including Bon Jovi, Stone Temple Pilots, Ted Nugent, Alice Cooper, Marty Stuart, Travis Tritt, and many more. Carma has taught at the high school, university, and corporate levels and has degrees in Education, Audio Engineering, and Entertainment Business.

Austin Tallant

Secretary

Austin is an Account Executive with the esteemed Ramsey Solutions in Franklin, TN. Austin works with middle schools and high schools across the US to provide them with life-changing personal finance curriculum.

Prior to that, Austin's career history involved roles with student fundraising giant, Booster Enterprises. There, his responsibilities included market analysis and growth strategy and program and team leadership. Austin was responsible for launching the Southern California market, where he led 14 school programs to raise funds and develop character and morale for students.

Austin graduated from Chowan University (Murfreesboro, NC) where he was a member of the football team. In 2012, Austin was Special Teams Player of the Year and Presidential Athletic Excellence Award recipient. In 2013, Austin was Presidential Athletic Excellence Award recipient, Faith in Your Future Award recipient, Excellence in Leadership Officer Award recipient and Allstate AFCA Good Works Team Member at the 2013 Sugar Bowl in New Orleans.

Austin currently lives just outside of Nashville in Nolensville, TN and is actively involved with Rolling Hills Community Church with his wife Caelen and daughter Reagan, with one more on the way!

Mitch Emoff

Board Member

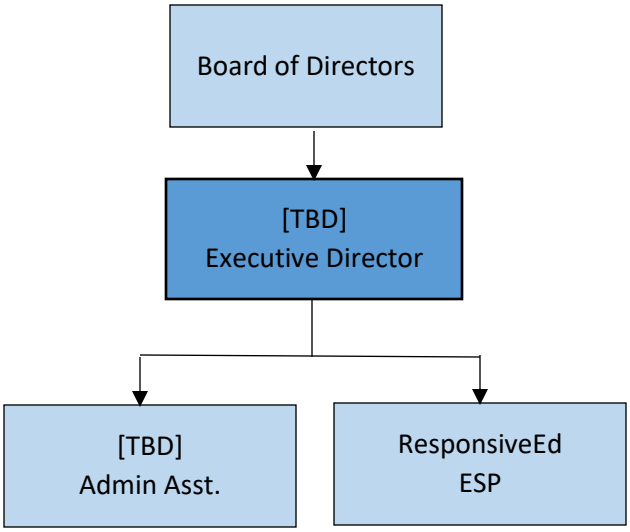
Passionate about building organizations, Mitch is Executive Vice President of the marketing and advertisement firm, Goldner Associates. In addition to developing systems and processes, Mitch enjoys watching people rise to challenges and grow individually through teamwork.

A graduate of Indiana University with a Bachelor's in Small Business and Entrepreneurship, Mitch also served as the President and Board Chair for Nashville Filmmakers, a group of more than 1,000 producers, directors, writers, actors, and production personnel.

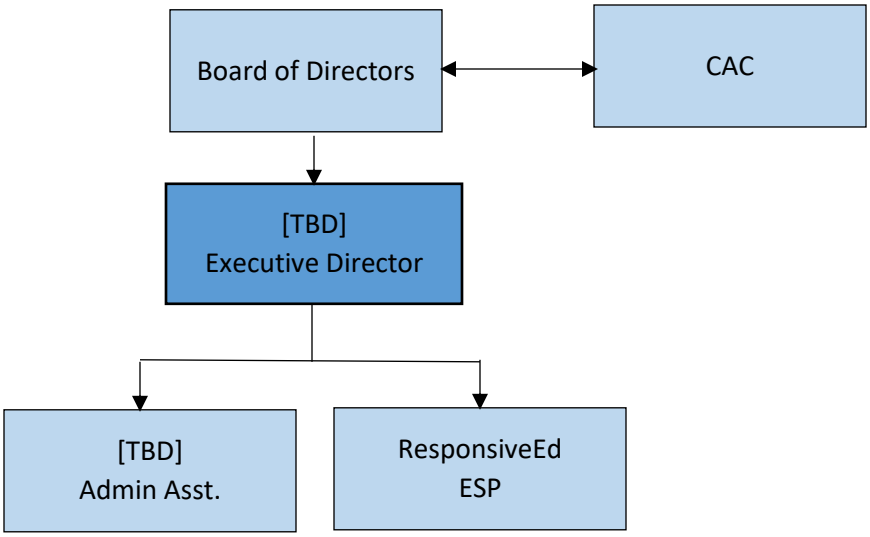
Mitch has also served in a number of leadership positions with associations serving the product distribution industry, including The PeerNet Group and TASA, the Tri-State Advertising Specialty Association. In 2021, Mitch was the founding board chair for USA Classical Academy classical charter school, and has subsequently merged efforts with Del Rey Education.

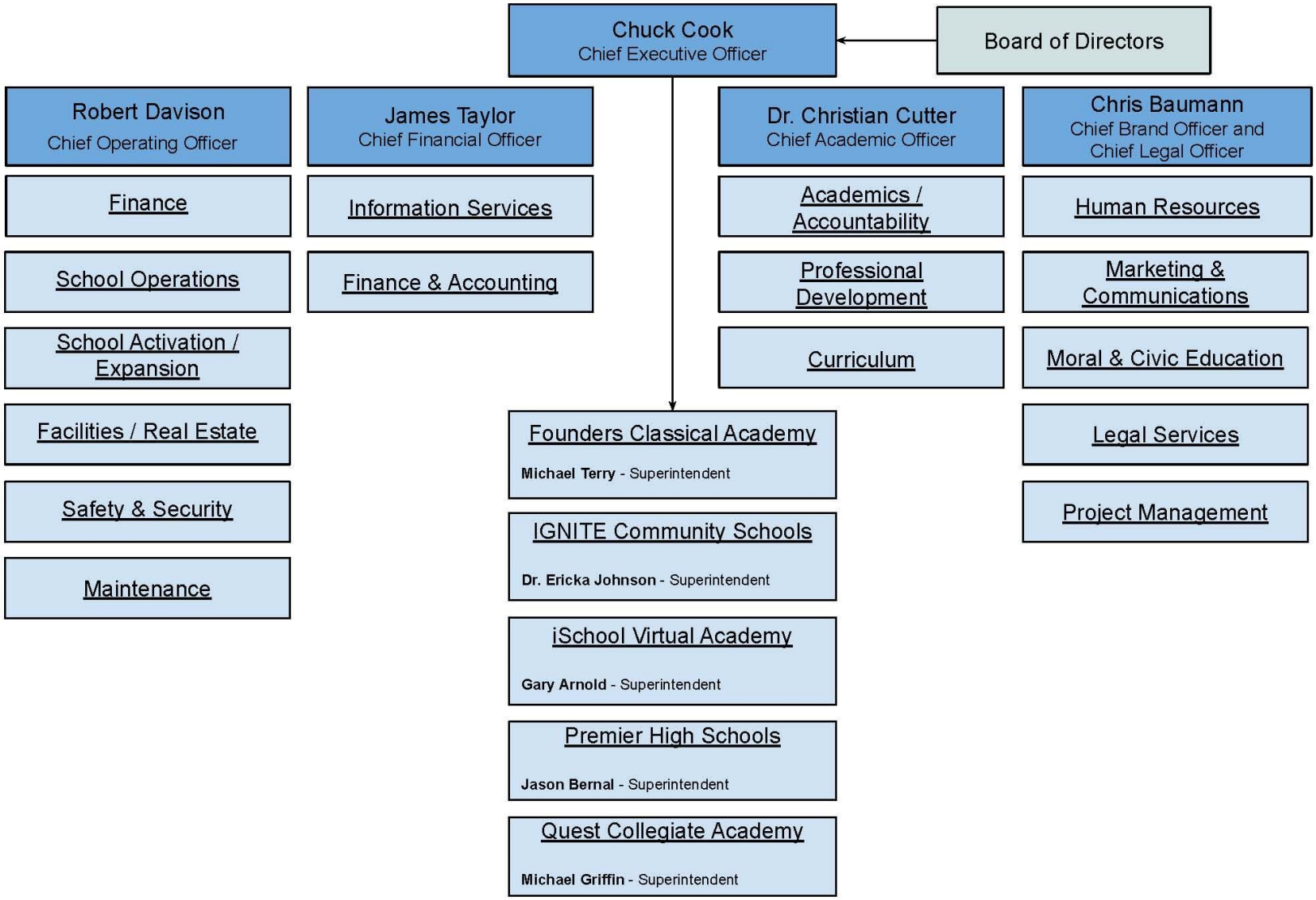
ATTACHMENT G

Organizational Chart
First Operational Year



Organizational Chart
Third – Fifth Years




Chuck Cook
Chief Executive Officer
Board of Directors
Robert Davison
Chief Operating Officer
James Taylor
Chief Financial Officer
Dr. Christian Cutter
Chief Academic Officer
Chris Baumann
Chief Brand Officer and
Chief Legal Officer
Finance
Information Services
Academics / Accountability
Human Resources
School Operations
Finance & Accounting
Professional Development
Marketing & Communications
School Activation / Expansion
Curriculum
Moral & Civic Education
Facilities / Real Estate
Legal Services
Safety & Security
Project Management
Maintenance
Founders Classical Academy
Michael Terry - Superintendent
IGNITE Community Schools
Dr. Ericka Johnson - Superintendent
iSchool Virtual Academy
Gary Arnold - Superintendent
Premier High Schools
Jason Bernal - Superintendent
Quest Collegiate Academy
Michael Griffin - Superintendent

ATTACHMENT H

As a new organization, student achievement for Del Rey Education is not available.

ATTACHMENT I

Comprehensive personnel policies are in use by ResponsiveEd for their more than 3,000 employees. Due to the complexity and length of this documentation, it has not been included with this application. However, a copy can be provided, if desired.

ATTACHMENT J

As a new organization, options for insurance coverage are still being evaluated. The requested coverage commitment will be available by the beginning of charter contract negotiations.

ATTACHMENT K

RESPONSIVEED/DEL REY EDUCATION REPLICATION MEMORANDUM OF UNDERSTANDING

This nonbinding ResponsiveEd/Del Rey Education Replication Memorandum of Understanding ("MOU") is dated effective as of December 9, 2021, (the "Effective Date"), between the Del Rey Education, Inc. ("Del Rey"), a Tennessee not-for-profit corporation, and ResponsiveEd USA. ("ResponsiveEd"), a Texas not-for-profit corporation. Del Rey and ResponsiveEd are referred to herein collectively as the "Parties," and each individually as a "Party."

RECITALS

A. **WHEREAS** Del Rey is dedicated to facilitating Tennessee charter school launches and governance of charter contracts;

B. **WHEREAS** Del Rey has and established board with knowledge and influence in the areas of Tennessee education law, academic accountability, and charter application processes;

C. **WHEREAS** ResponsiveEd is knowledgeable and experienced in operating high-quality charter schools;

D. **WHEREAS** a representative of Del Rey has vetted ResponsiveEd, having reviewed ResponsiveEd's academic and financial performance, visited several ResponsiveEd schools, visited ResponsiveEd's central administrative offices, met with ResponsiveEd's executive leadership, spoken with members of ResponsiveEd's senior management;

E. **WHEREAS** Del Rey and ResponsiveEd are mutually committed to enabling families and students who have otherwise had limited school choice options to develop the skills, character, and knowledge needed to succeed in top-quality high schools, universities, and in the competitive world beyond;

F. **WHEREAS** Del Rey desires to engage ResponsiveEd to replicate classical and credit-recovery schools, build out donor networks, and establish in due time ResponsiveEd Tennessee;

NOW THEREFORE, in consideration of the foregoing premises, the Parties agree to enter into one or more separate written agreements to effectuate the following:

AGREEMENT

SECTION 1. JOINT VENTURE

Del Rey agrees to establish a joint venture with ResponsiveEd to plan the expansions of ResponsiveEd brands (initially Founders Classical Academies) in growth markets in Tennessee.

SECTION 2. DEL REY EDUCATION SERVICES

A. Del Rey hereby agrees to coordinate with ResponsiveEd to deliver various support "Services" to assist ResponsiveEd with replicating the Founders Classical Academies and Premier High School models in Tennessee. While the scope of Services shall vary according to the specific needs of each charter, such Services may include one or more of the following non-exclusive list of activities:

1. strategic planning;
2. local board facilitation;
3. charter application and ongoing governance;
4. hold and manage charters for all schools related to the agreement;
5. site identification and facilities funding services;
6. school launch collaboration;
7. community engagement/district relations;
8. board development;
9. public relations;
10. advocacy;
11. fundraising; and
12. special projects.

B. The scope of Del Rey's services for each school, and the consideration for such Services, shall be described in one or more separate written agreements between the Parties.

SECTION 3. RESPONSIVEED SERVICES

Subject to the limitations set forth herein; each School's charter; all applicable federal, state, or local statutes, ordinances, and regulations; any amendments to or recodification of the aforementioned laws; implementing regulations of such laws; executive orders; common law; and other guidelines, policy statements, and rulings applicable to public charter schools (collectively referred to herein as "Applicable Law"), ResponsiveEd hereby agrees to use its best efforts to operate each School. Without limiting the foregoing, ResponsiveEd agrees to:

1. implement an educational program for each School that is designed to assist students in developing the following "Core Competencies": (a) building a broad foundation of knowledge grounded in the intellectual, moral and philosophical traditions of Western Civilization through a Classical direct instructional model, (b) developing virtue as an essential aspect of human formation, (c) fostering an orientation toward liberty and free societies, (d) training future leaders, and (e) preparation for college and life beyond;

2. provide credit rating and financial services necessary to launch new schools;

3. provide construction services/oversight of new school buildings through RepsonsiveEd's real estate trust;

4. collect and maintain data on the academic achievement level of each School's students sufficient to allow the State of Tennessee to evaluate the progress of these students and the effectiveness of each School's educational program for the purpose of research conducted by member-schools;

5. coordinate with Del Rey on Tennessee-based fundraising and advocacy initiatives..

SECTION 4. PUBLICITY/PRESS RELEASE

ResponsiveEd may use Del Rey's name and School references in a listing of new, representative, or continuing schools in press releases, on its website, or in other marketing materials or dissemination of information. Del Rey may use ResponsiveEd's name and School references in a listing of new, representative, or continuing schools in press releases, on its website, or in other marketing materials or dissemination of information. The Parties may agree to cooperate in joint marketing activities or in issuing a joint press release at the request of either of them, subject to prior written consent and approval of the form and substance of both ResponsiveEd and Del Rey.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have duly executed and delivered this MOU as of the Effective Date.

Del Rey Education:

Brian Haas
President
Del Rey Education, Inc.
100 Powell Pl. #1136
Nashville, TN 37204

ResponsiveEd:

Mr. Chuck Cook
Chief Executive Officer
ResponsiveEd USA, Inc.
1301 Waters Ridge Drive
Lewisville, Texas 75057

Approved as to Form:

Mr. Chris Baumann
General Counsel
ResponsiveEd USA, Inc.
1301 Waters Ridge Drive
Lewisville, Texas 75057

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SERVICE AGREEMENT

This Service Agreement (the "**Agreement**") is made and entered into as of the 3rd day of March 2022, by and between **ResponsiveEd USA, Inc.**, a Texas non-profit corporation (the "**Service Provider**"), and **Del Rey Education, Inc.**, a Tennessee non-profit corporation ("**School**") (individually "**Party**" and collectively, "**Parties**").

RECITALS

A. School will submit a Charter Application to the Sumner County School District (the "**Sponsor**") to operate a charter School pursuant to a Charter School Contract ("**Charter Contract**") in accordance with the Tennessee Code Section 49-13-101 *et. seq*. and all other laws, rules or regulations promulgated by any governmental or quasi-governmental authority applicable to Tennessee charter Schools or any other laws related to the performance of the Services (as defined herein) ("**Applicable Laws**") in Sumner County, Tennessee, under the name of "Founders Classical Academy of Hendersonville" ("**Charter School**"). Service Provider will contact the Sumner County School District ("**Charter School Sponsor**"). The Charter Contract incorporates the approved charter application for the Charter School (**"Charter Application"**).

B. After conducting all appropriate due diligence, including review of the experience of Service Provider's staff, verification that the Fee for Services (as defined herein) is reasonable and consistent with the market rate for such services, and review of the need for the Services at the Charter School, School agrees that it is in the best interest of the Charter School for School to enter into this Agreement with Service Provider.

C. Service Provider is a nonprofit organization formed for the purpose of supporting public charter Schools such as the Charter School, with the mission to provide services which will allow instructional personnel, including the Principal, maximum time and resources to meet the needs of students.

D. Service Provider desires to establish certain best practices and procedures for charter Schools within its network in order to qualify for system accreditation with AdvancEd, and School has determined it is in the Charter School's best interest to join such network to attain such accreditation.

E. In order to facilitate the organization and opening of the Charter School, including acquisition, equipping and construction of a Charter School facility ("**Facility**"), and to implement an exceptional educational program at the Charter School, the Parties desire to establish this arrangement with Service Provider to act in the role similar to an Executive Director of the School, overseeing the instructional and operational aspects of the Charter School, as further set forth in Article III of this Agreement (collectively, the "**Services**").

Therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually agreed as follows:

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ARTICLE I

CONTRACTING RELATIONSHIP

A. **Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.

B. **Authority and Compliance with Charter Contract and Applicable Laws.** Parties each represent that they are authorized by law to enter into this Agreement. Service Provider represents and warrants it is authorized by all Applicable Laws to provide the Services. The Parties acknowledge that all Services must be provided in accordance with the Charter Contract and all Applicable Laws. In the event the Sponsor expresses concerns regarding any of the provisions in this Agreement, the Parties agree to work together in good faith and with the Sponsor to resolve such concerns.

C. **Agreement.** Service Provider's obligations to the Charter School shall be only as expressly set forth in this Agreement. Duties required to be carried out by the Charter School which are not Services under this Agreement shall remain the sole responsibility of the Charter School's governing board ("**Board**"). Notwithstanding the foregoing, Service Provider acknowledges that it has been engaged by the Board to perform the Services on the basis of the knowledge and expertise of the Service Provider. Service Provider represents and warrants that it has disclosed all matters relevant to providing the Services to School.

D. **Designation of Agents.** The Board designates the employees of Service Provider as agents of the Charter School having a legitimate educational interest such that they are entitled to access to educational records under 20 U.S.C. §1232g, the Family Rights and Privacy Act ("**FERPA**") and other Applicable Laws. The Board hereby authorizes Service Provider to communicate with and negotiate on the Board's behalf with all federal, state and local government agencies and the Sponsor to the extent reasonably necessary to perform the Services unless specifically instructed otherwise by the Board.

E. **Background Screening.** Service Provider agrees that each of its owners, board members, officers, employees, and agents who will be accessing Charter School grounds when students may be present or who may have direct contact with students, will (i) undergo and meet Level 2 screening and fingerprint requirements as described in Tennessee Code Sections 49-5-413 and (ii) meet all similar requirements of the Charter School, Sponsor and Applicable Laws. Service Provider also agrees that any of its agents, employees or contractors handling funds or finances of the Charter School will be subjected to the background, screening and fingerprinting requirements required by Applicable Laws for such positions.

F. **Status of the Parties.**

   a. Service Provider is a nonprofit Texas corporation and is not a division or a part of the Charter School. School is authorized (or is seeking to be authorized) by the Charter Contract and Sponsor to operate the Charter School, and is not a division or part of Service Provider. The Parties intend that the relationship created by this Agreement is that of an independent contractor and not employer and employee. As an independent contractor to School, Service Provider will be solely

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responsible for all federal, local, provincial and state employment (including self-employment), income, social security and other similar levies and taxes payable by Service Provider on or with respect to Service Provider's receipt of the Fee for Services pursuant to this Agreement.

b. Except as expressly provided in this Agreement or by specific action of the Board, no agent or employee of Service Provider shall be deemed to be the agent or employee of the Charter School. Service Provider shall be solely responsible for its acts and the acts of its agents, employees and subcontractors. The relationship between Service Provider and the Charter School is based solely on the terms of this Agreement, and the terms of any other written agreements between the Parties.

G. **No Related Parties or Common Control**. Service Provider will not have any role or relationship with the Charter School that, in effect, substantially limits School's ability to exercise any rights with respect to the operation of the Charter School, including termination rights under this Agreement or appointment of Board members. School and Service Provider will not be members of the same control group, as defined in Section 1.150-1(e) of the Treasury Regulations under the Internal Revenue Code of 1986, as amended from time to time (collectively, the "**1986 Applicable Laws**"), or related persons, as defined in Section 144(a)(3) of the 1986 Applicable Laws. No members of the Board or their spouses will be employees of Service Provider.

H. **No Disparagement**. The Parties agree that a good working relationship involves mutual respect and decorum. During the Term of this Agreement, neither Party will make (or cause or encourage anyone else to make) any disparaging, untrue, or misleading written or oral statements about or relating to the other Party or about or relating to any officer, director, shareholder, agent, employee, or other person acting on such Party's behalf. This provision is not intended to prevent or curtail truthful and factual statements made in order to redress issues related to performance of duties under this Agreement by either Party.

I. **Confidentiality**. In connection with their performance and activities under this Agreement, the Service Provider may become privy to, have access and be exposed to certain information that is confidential or exempt pursuant to Tennessee's Public Records Code (collectively, "**Confidential Information**"). Service Provider will maintain the Charter School's Confidential Information in accordance with the Applicable Laws and not use it for any purpose other than in connection with the performance of Services under this Agreement and as otherwise required by the Applicable Laws.

J. **Intellectual Property Rights.**

a. Except as otherwise required by Service Provider pursuant to any agreement between it and the Charter School, the School will own all proprietary rights to materials that (i) are both directly developed and paid for by the School; or (ii) were developed by Service Provider at the direction of the Board with School funds dedicated for the specific purpose of developing such materials (the **"School Materials**"). Service Provider shall own all proprietary rights to, and the School's proprietary interest shall not include, materials that are or were

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developed or copyrighted or similarly protected by Service Provider. Service Provider shall also own all intellectual property rights, including, without limitation, any copyright rights in and to any non-curriculum materials created or provided by Service Provider, including all corrections, modifications and derivatives thereof (collectively all of the foregoing shall be referred to as the "**Service Provider Materials**"). The parties acknowledge that to the extent the School's Materials are derivative of Service Provider Materials, the School's intellectual property ownership rights extend only to the new, original aspects of such works and not to any underlying or pre-existing material.

b. Service Provider hereby grants to the School the non-exclusive, non-transferable license to use the Service Provider Materials for the Charter School during the term of this Agreement or any renewal thereof, including without limitation, the right to reproduce, publicly display, distribute, and create derivatives of same, in hard copy format, or electronically via the Charter School's intranet. To the extent any part of the School Materials may be derivative of Service Provider Materials, the Charter School shall have the non-exclusive, non-transferable right to use such Service Provider Materials, as same may have been previously embodied or incorporated in the School Materials during the term of this Agreement solely in connection with the operation of the Charter School and in the ordinary course of such operations. School represents and warrants that during the term of this Agreement, the School will not exploit, or assist any third party in exploiting, the Service Provider Materials for commercial purposes. The School hereby grants to Service Provider the non-exclusive, irrevocable, worldwide, assignable, right to use, distribute, modify and display the School Materials solely for educational purposes in any and all media now known or hereafter developed.

c. Service Provider hereby grants School the non-exclusive, non-transferable license to use Service Provider's trade name and any trademark(s) (collectively, the "**Service Provider Trademarks**"), as they now exist or in the future, to promote and advertise the Charter School. No other use of Service Provider Trademarks is permitted without Service Provider's prior written permission. The Charter School shall acquire no rights in the Service Provider Trademarks, and all goodwill of the Service Provider Trademarks shall inure to the benefit of and remain with Service Provider. Service Provider shall have pre-approval rights for each form and manner of public display of the Service Provider Trademarks.

ARTICLE II

TERM

A. **Term.** This Agreement will be effective on the date hereof and shall remain in effect through the last day of the Charter Contract, as that term may be amended from time to time or until terminated by the Parties in accordance with this Agreement, whichever is earlier (the "**Term**").

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B. **Renewal.** The Term of this Agreement will be renewed upon renewal of the Charter Contract and extend through the length of such renewed Charter Contract, unless, (i) written notice of intent to terminate or renegotiate is given by either party not less than 180 days prior to the expiration of the Term, or (ii) this Agreement is earlier terminated.

ARTICLE III

FUNCTIONS OF SERVICE PROVIDER

For the Term of this Agreement, subject to the Charter Contract and the approval of the Board, Service Provider will provide to School for the Charter School the following Services:

A. **Attendance of Board Meetings and Communication with Board.** A representative of Service Provider shall attend all meetings of the Board. The Service Provider will coordinate with the chairperson of the Board and administrative leader of the Charter School ("**Principal**") as to items that need to be placed on the agenda for the Board's meetings. The Service Provider will also coordinate with the Board as to its schedule and arrange for proper notice of Board meetings as such notice is required by the Charter Contract and Applicable Laws. The Service Provider will provide monthly/quarterly financial reports to the Board, as described herein. The Service Provider will provide any and all back-up items to the Board a sufficient number of days prior to each Board meeting to allow for review by Board members to be prepared for the Board meeting.

B. **Administrative Services.**

a. **Personnel Management.** Management and professional development of all personnel of the Charter School. Service Provider will assist the Board in hiring and evaluation of all personnel as set forth herein. Service Provider will make personnel hiring recommendations and evaluations to the Board for its consideration and approval, to include the Principal. All Charter School personnel shall be employees of Charter School. Service Provider will make recommendations regarding firing and disciplinary decisions, but responsibility for final decisions on such matters shall be for the Principal or Board, as School determines in its sole and absolute discretion.

b. **Facility Operation and Maintenance.** Coordination with entities with which Service Provider contracts on behalf of Charter School for the provision of operation and maintenance services for the Facility, together with the management and assessment of the services provided under such contracts and/or the supervision of employees involved in providing such services.

c. **Business Administration**.

i. Administration of all business aspects of Charter School operation, including by way of example and not limitation, financial management, compliance management (including compliance with state accountability requirements), legal/corporate upkeep, books and records maintenance, and

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management of equipment/furniture/property.

ii. Recommend, manage, oversee and coordinate with human resource service provider and other vendors.

iii. Administration of business by Service Provider will only be conducted as allowed by the Charter Contract.

d. **Government Relations**. Coordination and assistance with any and all government relations efforts, including maintaining positive relationships with local and state elected officials and staff.

e. **Public Relations.** Coordination and assistance with any and all advertising, media and public relations efforts, including outreach programs.

f. **Budgeting, Budgeting Process, Financial and Other Reporting.** Preparation of a proposed annual budget (the "**Charter School Budget**") for each Fiscal Year, in coordination with the Board and Principal, subject to the final approval of the Board. For purposes of this Agreement, the term "Fiscal Year" shall have the meaning as provided in the Charter Contract. The projected Charter School Budget will include, but not be limited to, the financial details relating to the Services to be provided pursuant to this Agreement, any proposed capital expenditures with respect to the Facility, each disposition of property with respect to the Facility, and any rates or fees charged for use of the Facility.

i. Service Provider shall deliver a draft of the Charter School Budget for each Fiscal Year to the Board not less than forty-five (45) days prior to the date on which the Charter School Budget for any Fiscal Year must be submitted to Sponsor and/or any state governmental agency. The Board shall review the Charter School Budget within ten (10) business days following the receipt thereof (the "**Budget Review Period**") which review may include an independent evaluation of the Charter School Budget by such accountants, attorneys, and other financial advisors that the Board deems necessary or desirable. The Board shall deliver any comments or objections to the Charter School Budget prior to the expiration of the Budget Review Period. Within five (5) business days following the expiration of the Budget Review Period, the Principal and the Chief Executive Officer of Service Provider, or their designee as appointed in writing, shall reconcile any comments or objections made by the Board during the Budget Review Period. Service Provider and the Board shall agree to a final Charter School Budget for each such year not later than two (2) business days prior to the date on which the Charter School Budget must be submitted to the Sponsor and/or any other state governmental agency.

ii. Working in cooperation with the Board, Service Provider shall prepare, for Board approval, modifications or amendments to the Charter School Budget which may be necessitated by changes in projections or circumstances or the occurrence of unexpected events, which impact projected revenue

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and/or expense items contained in the approved Charter School Budget.

iii. Service Provider shall provide the Board with an enrollment report stating the number of actual students enrolled at the Charter School (an "**Enrollment Report**"). If an Enrollment Report indicates that enrollment is lower than that which was projected in the Charter School Budget and such lower enrollment number shall materially adversely impact the Charter School Budget for such Fiscal Year, Service Provider shall propose a plan to remediate the shortfall, including but not limited to: student recruitment efforts to restore the enrollment level to the projected enrollment; cost-cutting measures; or borrowing recommendations.

iv. The preparation of detailed statements of all revenues received, from whatever source, with respect to the Charter School, and detailed statements of all expenses, including an accounting of all expenditures for services rendered to, or on behalf of, the Charter School by Service Provider, whether incurred on-site or off-site.

v. The preparation of other financial statements as required by and in compliance with the Charter Contract and Applicable Laws, including such documentation as may be reasonably required by the independent certified public accountants retained by the Board to perform annual audits of Charter School's financial statements. The cost for preparation of the annual financial statements and independent financial audits will be the responsibility of Charter School and will be provided for in the Charter School Budget.

vi. The preparation of such other reports on a periodic basis, relative to the finances and operation of Charter School, as the same may be requested or required by the Tennessee Department of Education or the Sponsor to ensure compliance with the terms of the Charter Contract and Applicable Laws.

vii. Other information on a periodic basis reasonably necessary to enable School to monitor Service Provider's performance under this and related agreements including the effectiveness and efficiency of its operations at Charter School.

g. **Maintenance of Financial and Student Records**. Service Provider will maintain accurate financial and student records pertaining to operation of Charter School, together with all Charter School financial records prepared by Service Provider. Such records will be the property of Charter School. Such records shall be maintained by Service Provider at Charter School in physical or electronic form and will be made available to the Sponsor and the Board's auditor within no more than forty-eight (48) hours of a request. Such records shall otherwise be made available and retained in accordance with Tennessee's Public Records Code (the "**Code**").

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i. Service Provider will maintain accurate student records pertaining to the students enrolled at the Charter School as is required and in the manner provided by the Charter Contract and Applicable Laws and retain such records permanently on behalf of Charter School or until this Agreement or its successor (if any) is terminated, at which time such records will be transferred to School and become the sole responsibility of the Board. Service Provider will maintain the proper confidentiality of personnel, students and other records as required by law and the Charter Contract.

ii. Board and School shall be entitled at any time upon reasonable written notice to Service Provider to audit the books and records of Service Provider pertaining to its operation of the Charter School pursuant to this Agreement (including, without limitation, the financial records relating thereto), provided that any such audit shall be at the sole expense of School.

h. **Student Recruitment**. Service Provider and the Board shall be jointly and severally responsible for the recruitment of students. Students shall be selected in accordance with the procedures set forth in the Charter Contract and in compliance with the Applicable Laws.

i. **Rules and Procedures**. Service Provider shall recommend to the Board reasonable rules, regulations and procedures applicable to the Charter School, and Service Provider is authorized and directed by the Board to enforce the rules, regulations and procedures adopted by the Board.

j. **School Year and School Day**. The Charter School year and the Charter School day schedule shall be proposed by Service Provider and approved by the Board.

k. **Additional Services**. Any other services reasonably necessary or expedient for the effective administration of Charter School as agreed to, in writing, from time to time by Service Provider and the Board.

l. **Modification of Services**. Subject to this Agreement, the Charter Contract, Sponsor oversight and approval, as applicable, and the Applicable Laws, Service Provider may modify the methods, means and manner by which such Services are provided at any time, provided that School will have the right to approve all changes prior to the change taking place.

m. **Budgeting for Services**. Service Provider will be responsible and accountable to School, through the Board's oversight, for the provision of all Services, provided that such obligations, duties and responsibilities are expressly limited by the Charter School Budget. Service Provider will not be required to expend funds on Services in excess of the amounts set forth in such Charter School Budget.

n. **Provision of Services during Planning Years**. The Charter School intends for its first year of operation to be the 2023-24 School year, but the Board may choose to open the Charter School for the 2024-25 School year, in its sole and absolute

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discretion. Any assistance provided by Service Provider to the Charter School in connection with School site location and development, purchases, recruiting and marketing, development of recommended policies and procedures, and any other actions necessary for Charter School start-up and required reporting that may be due prior to the first fiscal year the Charter School is in operation, will be provided for an additional fee in a separate contract from this Agreement.

o. **Place of Performance; Subcontracting**. Service Provider may provide Services either at the Facility or elsewhere, or through subcontracts at its own expense and with Board approval, unless prohibited by the Charter Contract, the Applicable Laws. Subcontracting of any of the Service Provider's responsibilities under this Agreement shall not release Service Provider from its responsibilities for its obligations under this Agreement.

C. **Personnel Responsibility**. Subject to the limitations of this Agreement, the Charter Contract and the Applicable Laws, Service Provider will assist the Board in determining staffing levels necessary for the Charter School, all within the financial constraints of the Charter School Budget. Service Provider shall identify and propose for employment by the Charter School qualified principals, teachers, paraprofessionals, administrators, and other staff members and education professionals for positions in the Charter School.

D. **Principal.** School and Service Provider acknowledge and agree that the accountability of Service Provider to Charter School is an essential foundation of this Agreement, and the responsibility of the Principal is critical to the success of Charter School. The Board and Service Provider will work together to select and supervise the Principal and hold the Principal accountable for the success of Charter School with Board retaining final approval rights. Service Provider will recommend the employment contract with the Principal to the Board for its approval, including the proposed duties and compensation of the Principal. Service Provider will conduct an annual evaluation of the Principal for presentation to and approval by the Board.

E. **Training**. Service Provider will provide or arrange for training (i) in the instructional methods and curriculum, which comprise the educational program set forth in the Charter Application and in cooperation with the Principal, and (ii) with regard to support technology to the teachers and other instructional personnel on a regular and continuous basis, as stated in the Charter Contract and in cooperation with the Principal. Service Provider shall arrange or provide training for personnel at a frequency that Service Provider determines reasonable and necessary under the circumstances and contained within the approved Charter School Budget.

F. **Employee Salary and Benefits**. Service Provider will develop a package of salary and employee benefits that will be provided to Charter School employees, upon approval by the Board and inclusion in the Charter School Budget.

G. **Limitations on Discretion.** All decisions made by Service Provider, and any discretion exercised by Service Provider, in its recommendations for selection, evaluation, assignment, discipline, and transfer of personnel shall be subject to the Board's approval, consistent with the Charter School Budget, the Charter Contract and Applicable Laws.

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H. **Performance Standard**. In discharging its duties under this Agreement, Service Provider shall perform using its best efforts and in a manner that is in the best interests of the Charter School.

ARTICLE IV

OBLIGATIONS OF THE BOARD

A. **Good Faith Obligation**. The Board shall be responsible for its fiscal and academic policy. The Board shall exercise good faith in considering the recommendations of Service Provider, including but not limited to, Service Provider's recommendations concerning policies, rules, regulations and budgets. The Board remains ultimately responsible for fiduciary oversight and management for the operation of the Charter School.

B. **Assistance to Service Provider**. The Board shall cooperate with Service Provider and shall furnish Service Provider with such documents, records and information reasonably necessary for Service Provider to properly perform its responsibilities under this Agreement, including but not limited to, timely notice of all Board meetings and access to account information for Charter School, as well as such information related to revenues received by the Charter School from any source.

C. **Unusual Events and Potential Charter Violations**. The Board agrees to timely notify Service Provider of any reasonably anticipated or known: (i) material health or safety issues, (ii) labor, employee or funding problems, or (iii) problems of any other type that could adversely affect Service Provider's ability to comply with its responsibilities hereunder or compliance with the Charter Contract.

D. **Service Provider Office Space**. The Board, upon Service Provider's request, shall provide Service Provider with suitable space at the Charter School for Service Provider personnel and subcontractors. The space shall be provided without additional cost to Service Provider and shall be used by Service Provider only for Service Provider activities related to the Charter School.

E. **Retained Authority**. The Board shall retain all authority to govern the operations of Charter School. To the extent there is a conflict between the preceding sentence and the terms and conditions set forth in this Agreement, the preceding sentence shall control.

F. **Annual Review and Feedback to Service Provider**. The Board will annually review the Service Provider's performance and provide feedback on such performance to Service Provider at a publicly noticed meeting. Notwithstanding the foregoing, The Parties recognize the importance of ongoing communication of expectations and feedback is critical to a successful working relationship. The Board will strive to communicate any concerns it may have throughout the year rather than reserve such comments for the annual review.

G. The Board is jointly (with Service Provider) and severally responsible for student

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recruitment, as set forth in this Agreement.

ARTICLE V

FINANCIAL ARRANGEMENTS

A. **Revenues**. Except as hereinafter provided, all monies received by the Board shall be deposited in the Charter School's depository account within three (3) business days with a financial institution acceptable to the Board. Interest income earned on Charter School depository accounts shall accrue to the Charter School. Except as specifically excluded by the terms of this Agreement, the term "**Revenues**" shall include funds received by or on behalf of the Charter School from the following, and expressly excluding any revenues Charter School obtains through borrowing or financing:

   a. Funding for public School students enrolled at the Charter School.

   b. Special education funding provided by federal and state government which is directly allocable to special education students enrolled at the Charter School.

   c. Gifted and talented funding provided by federal and state governments that is directly allocable to gifted and talented students enrolled at the Charter School.

   d. At-risk funding provided by federal and state governments that is directly allocable to at-risk students enrolled at the Charter School.

   e. Funding provided by federal and state governments that is directly allocable to students enrolled at the Charter School with limited English language proficiency.

   f. All other federal and state funding sources, including but not limited to Title I and any start-up funding, allocable to the Charter School, to extent allowable by Applicable Laws.

   g. Other funding, contributions and donations, public and private, received by the Charter School, solely to the extent Service Provider is primarily responsible for soliciting, administering, or managing the contribution and/or donation).

B. **Fee**. School will pay Service Provider as provided for in Schedule A of this Agreement for the Planning Years and Delayed Opening, as applicable. Beginning on July 1 of the School's first Operating Year, and for the Term of this Agreement, Charter School will pay Service Provider an annual fee equal to twelve percent (12%) of Charter School's Revenues for each Charter School year ("**Fee**"), payable in twelve monthly installments. The monthly payments shall be adjusted throughout the year to reflect actual Revenues.

C. **Reasonable Compensation and Ownership of Funds**. The Fee under this Agreement is reasonable compensation for Services rendered by Service Provider under this Agreement. Any funds received by Charter School, and not spent on its behalf, belong to Charter School, and not to Service Provider. Any funds advanced to Service Provider for payments on behalf of Charter School belong to Charter School until the point that they are legally

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expended by Service Provider on behalf of Charter School.

D. **Order of Payment of Expenses and Fee Deferral**. Expenses of the Charter School shall be paid each month in accordance with the Charter School Budget and in the following order of priority: (1) Charter School's obligations under any agreement or other financing document relating to the issuance of bonds, notes or related debt to finance the Facility; (2) salaries and benefits; (3) payments on any outstanding notes; (4) other operating expenses; and (5) monthly prorated Fee. In the event there are insufficient funds to pay the Fee in any month, such Fee will be deferred and accrue as an account payable until such time as there are sufficient funds to make payment. In the event that there are insufficient funds at the end of any Fiscal Year for the Charter School to pay the monthly or deferred Fee, such outstanding Fee shall be payable (together with reasonable interest charges)no later than the end of five (5) years after the original due date of payment. Payment of the Fee shall be subordinate to other payments as described in Section V(D)(1), above.

E. **Reimbursements**. In addition to the Fee, Charter School will reimburse Service Provider for all commercially reasonable costs previously approved by Board and incurred and paid by Service Provider in providing the Services and included in the Charter School Budget. Service Provider will not add any fees or charges to the costs of anything Service Provider purchases under this Section V(E) with Charter School funds, on behalf of Charter School or as Charter School's agent.

F. **Payments to Service Provider**. Service Provider will receive the monthly installment of its Fee on or before the fifteenth (15th) day of each month unless delayed for reasons permissible under this Agreement.

G. **No Transfer of Assets**. No Charter School assets will be transferred to the Service Provider except for payment of the Fee, reimbursement of expenses as allowed by this Agreement and other assets transferred upon the express written approval of Board and Service Provider and payment by Service Provider to Charter School of a fair market value for such assets.

H. **Other Monetary Sources**. Charter School and Service Provider may, together or independently, solicit and receive grants and donations from public and private sources consistent with the mission of the Charter School and in the name of the Charter School; provided, however, that any solicitation of such grants by Service Provider that are in excess of one hundred thousand and 00/100 United States dollars ($100,000.00) shall be subject to the prior approval of the Board, (ii) all such funds received by Service Provider or Charter School from such other revenue sources shall be deemed to be property of the Charter School, and (iii) Service Provider shall not be required to administer any grants that are not specifically approved, in writing, by Service Provider, in advance.

I. **Availability of Funds.** Service Provider shall only be required to perform its responsibilities under this Agreement to the extent that there are sufficient Revenues to make payments in accordance with the terms of the Budget.

J. **Other Schools.** The Charter School acknowledges that Service Provider may enter into

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similar agreements with other public Schools. Service Provider shall maintain separate accounting records for expenses incurred by and on behalf of the Charter School and other Schools, and shall reflect in the Charter School's financial records only expenses incurred by or on behalf of the Charter School. If Service Provider incurs authorized expenses on behalf of the Charter School and other Schools which are incapable of precise allocation, then to the extent permitted by law, Service Provider shall allocate such expenses among all applicable Schools, including the Charter School, on a prorated basis based upon the number of students enrolled at the applicable Schools, or upon such other equitable basis as is acceptable to the Parties.

K. **Annual Audit**. The Board shall select and retain an independent auditor to conduct an annual audit of the Charter School in accordance with the Charter Contract and Applicable Law. Subject to Applicable Law, Service Provider shall use commercially reasonable efforts to cooperate with the independent auditor, including providing all records in the possession or control of Service Provider that relate to the Charter School, including but not limited to financial records.

L. **Other Financing**. The Board may apply to Service Provider for financing or other financial assistance from time to time. Financing or financing assistance extended by Service Provider to the Charter School shall be separately documented.

ARTICLE VI

TERMINATION OF AGREEMENT

A. **Termination for Cause**. This Agreement may be terminated for cause by either Party at any time upon the occurrence of a Material Default (as defined below), following the requisite notice and time period for opportunity for cure, if applicable, as set forth in this Agreement, and provision of written notice of such termination of same to the other Party.

B. **Default**. The following shall be the only events of material default under this Agreement (each, a "**Material Default**"):

a. Unless payment of Fees is deferred pursuant to Section V(D), the Charter School fails to make any payment due hereunder to the Service Provider within ten (10) days after the date such payment was due.

b. The Charter School materially breaches any of its other obligations under this Agreement and fails to cure such material breach within thirty (30) days after receipt of written notice setting forth the nature of such breach in reasonable detail, unless such breach is not capable of cure within thirty (30) days, in which case the Charter School shall have a reasonable period of time to cure such breach (not to exceed one hundred eighty (180) days).

c. Service Provider or School commence any case or proceeding, or file any petition in bankruptcy, or for reorganization, liquidation or dissolution, or be adjudicated, insolvent or bankrupt, or apply to any tribunal for a receiver, intervener, conservator

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or trustee for itself or for any substantial part of its property; or if there shall be commenced against it any such action and the same shall remain un-dismissed for more than sixty (60) days.

d. Service Provider is found by an administrative or judicial body to have made fraudulent use of funds, or if an administrative or judicial body has revoked any license which is required for Service Provider to carry on its business and perform its obligations and functions under this Agreement.

e. Service Provider materially breaches this Agreement, which Material Breach would include, without limitation: (i) failure to account for the Service Provider's or Charter School's expenditures or pay the Charter School's operating costs (provided funds are available to do so), (ii) failure to follow policies, procedures or rules duly adopted by the Board which are not in violation of this Agreement or Applicable Laws, (iii) receipt by the Board of unsatisfactory reports concerning Service Provider's performance or the performance of the staff which are not adequately corrected or explained to the satisfaction of the Board, (iv) failure of Service Provider to perform its duties and obligations under this Agreement as set forth in an annual review or as determined, in the discretion of the Board, including but not limited to Service Provider's failure to adequately advise the Board of its obligations to operate the Charter School, or (v) there is a going concern finding in an independent financial audit of the Charter School. In the event of a Material Breach, Service Provider shall have thirty (30) days after receipt of written notice from Charter School to remedy said breach setting forth the nature of such breach in reasonable detail, unless such breach is not capable of cure within thirty (30) days, in which case the Service Provider shall have a reasonable period of time to cure such breach (not to exceed one hundred eighty (180) days.

C. **Termination or Non-Renewal of Charter**. If the Sponsor cancels, non-renews or otherwise revokes the Charter Contract for the Charter School, Service Provider and Charter School agree that such cancellation, non-renewal or revocation shall result in termination of this Agreement.

D. **Transition**. In the event of termination of this Agreement for any reason by either Party prior to the end of the Agreement's Term, Service Provider shall provide the School reasonable assistance for up to ninety (90) days to assist in the transition to another administrative or structural arrangement. Service Provider and Charter School shall negotiate in good faith to determine a reasonable fee for such services under this Section VI(E) in advance of the date of provision of such transition assistance.

E. **Termination/Expiration**.

a. In the event this Agreement is terminated pursuant to Section VI(B) above, such termination shall become effective immediately following the expiration of the applicable cure period, unless agreed otherwise in writing by the Parties.

b. Removal of personal property. Upon termination or expiration of this Agreement, Service Provider shall have the right to remove equipment and other assets owned

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or leased by Service Provider. Equipment and other assets owned by the Charter School or leased by the Charter School from third parties shall remain the property of the Charter School.

c. Except as otherwise provided in this Agreement, upon termination or expiration of this Agreement for any reason, all advances or out-of-pocket expenses paid by Service Provider in accordance with the Charter School Budget, as well as any deferred Fee under Section V(D), shall be immediately repaid by the Charter School unless otherwise agreed in writing by Service Provider.

F. **Change in Law**. If any federal, state or local law or regulation, court or administrative decision or attorney general's opinion, including any change in law or appropriations relating to charter Schools (a "**Change in Law**") has a materially adverse effect on the ability of either Party to carry out its obligations under this Agreement, such Party, upon written notice, may request renegotiation of this Agreement. Such renegotiation will be undertaken in good faith and may include the use of a third-party mediator for voluntary mediation, under the terms set forth in this Agreement. If the Parties are unable to renegotiate the terms within 90 days after such notice and good faith negotiations, the Party requesting the renegotiation may terminate this Agreement on one hundred twenty (120) days further written notice or at the end of a Fiscal Year, whichever is earlier.

ARTICLE VII

INDEMNIFICATION AND INSURANCE

A. **Indemnification**. As to the Service Provider, to the extent permitted by Applicable Law, and as to the Charter School, to the extent of the limits set forth in Tennessee Code, each party to this Agreement (the "**Indemnifying Party**") does hereby agree to indemnify and hold the other party (collectively the "**Indemnified Party**"), harmless from and against any and all claims, actions, damages, expenses, losses or awards which arise out of (i) any negligent act or omission of the Indemnifying Party, or (ii) any noncompliance or breach by the Indemnifying Party of any of the terms, conditions, warranties, representations, or undertakings contained in or made pursuant to this Agreement. As used in this Section VII(A), "Indemnified Party" shall include the party's trustees, directors, officers, employees, agents, representatives and attorneys. Such indemnification may be achieved by the joint purchase of general liability and property insurance policies, or by such other means as the Parties may mutually agree. Such indemnification by the Charter School is not intended as a waiver of sovereign immunity.

B. **Insurance Coverage**. Each Party shall maintain general liability insurance, including errors and omissions and crime coverage, in the amount of one million and 00/100 United States dollars ($1,000,000.00) per occurrence (or such greater amount if required by the terms of the Charter Contract or Applicable Laws), with the other Party listed as an additional insured. In addition, the Charter School shall maintain an umbrella liability policy of two million and 00/100 United States dollars ($2,000,000.00) (or such greater amount if required by the terms of the Charter Contract or Applicable Laws), with Service Provider listed as an additional insured. The Charter School shall maintain insurance on the Facility and related capital items as required by the terms of its Charter Contract and

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other binding documents, whichever is greater. Each Party and Charter School shall, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this paragraph. Each Party and Charter School shall comply with any reasonable information or reporting requirements required by the other Party's insurer(s), to the extent reasonably practicable.

C. **Other Insurance**. Each Party shall maintain other insurance as required by Applicable Law, including workers' compensation insurance.

ARTICLE IX

WARRANTIES AND REPRESENTATIONS

A. **School Warranties and Representations**. School represents that, on behalf of and in the name of the Charter School, it has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement. School warrants that its actions have been duly and validly authorized, and that it will adopt any and all resolutions or expenditure approvals required for execution of this Agreement.

B. **Service Provider Warranties and Representations**. Service Provider warrants and represents that:

a. It is a non-profit corporation in good standing and is authorized to conduct business in the State of Tennessee.

b. It will comply with all registration and licensing requirements relating to conducting business under this Agreement. The Board agrees to provide commercially reasonable assistance to Service Provider in applying for such licenses and permits and in obtaining such approvals and consents.

c. It will perform under this Agreement timely and in a professional, competent and workmanlike manner.

d. It will at all times provide adequate resources (including its own personnel) to perform the Services.

C. **Mutual Warranties**

a. The Parties' respective performance under this Agreement will not violate the terms of any contract to which either of the Parties is a party.

b. The Parties' respective performance under this Agreement will not infringe, misappropriate or otherwise violate any patent, copyright, trade secret or other intellectual property rights of any third-party, anywhere in the world.

c. The Parties' respective performance under this Agreement shall not violate any Applicable Laws.

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d. The Parties each warrant for their respective organizations, that there are no pending actions, claims, suits or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting them, which if adversely determined, would have a material adverse effect on their respective ability to perform its obligations under this Agreement.

ARTICLE X

MISCELLANEOUS

A. **Sole Agreement**. This Agreement supersedes and replaces any and all prior agreements and understandings between the School and Service Provider.

B. **Force Majeure**. Notwithstanding any other sections of this Agreement, neither Party shall be liable for any delay in performance or inability to perform due to acts of God or due to war, riot, embargo, fire, explosion, sabotage, flood, accident, labor strike, or other acts beyond its reasonable control. The Party wishing to excuse a delay or inability to perform with this provision must provide at least thirty (30) days of notice to the other Party prior to the failure to perform.

C. **State Governing Law; Venue**. The rights of all Parties hereto shall be subject to the jurisdiction of and be construed according to the laws of the State of Tennessee, with venue in Sumner County, Tennessee.

D. **Official Notices**. All notices and other communications required by the terms of this Agreement shall be in writing and sent to the Parties hereto at the email or address set forth below. Notice may be given by (i) by electronic mail with evidence of confirmed receipt by the receiving Party, (ii) certified or registered mail, postage prepaid, return receipt requested, or (iii) personal delivery. Notice shall be deemed to have been given on the date of transmittal if given by facsimile, date of delivery if given by personal delivery, or upon the date of postmark if sent by certified or registered mail. Notices to the School shall be sent to the current address of the then current Board president, with a copy to the then current Board attorney. The address of the Parties hereto for the purposes aforesaid, inclusive of the address of the initial Board President and Board, are as follows:

School:
Del Rey Education
Attention: Brian Haas, Chair
100 Powell Pl. Ste 1136
Nashville, TN 37204
brian.haas@delreyeducation.org

The Service Provider:
ResponsiveEd USA, Inc.
Attention: Mike Terry
1301 Waters Ridge Dr.
Lewisville, TX 75057
mterry@responsiveed.com

E. **Assignment**. Service Provider may assign this Agreement with the prior written consent of the Board.

F. **Amendment**. This Agreement shall not be altered, amended, modified or supplemented except in writing approved by the Parties and signed by an authorized officer of Service Provider and the School.

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G. **Waiver**. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision. Nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.

H. **Dispute Resolution; Costs and Attorneys' Fees**. In the event of any dispute between the Parties hereto, the Parties shall first attempt to settle the dispute through direct negotiation or informal mediation. The Parties may agree to voluntary mediation, with the cost of the mediator shared between the Parties and each Party paying the cost of its own attorney(s). If the Parties are unable to settle a dispute through direct negotiation or informal or formal voluntary mediation, the Parties will be permitted to pursue their remedies in a court of competent jurisdiction. If any Party commences an action against another Party as a result of a breach or alleged breach of this Agreement, the prevailing Party shall be entitled to have and recover from the losing Party reasonable attorneys' fees and costs of suit.

I. **Delegation of Authority**. Nothing in this Agreement shall be construed as delegating to Service Provider powers or authority of the Board which are not subject to delegation by the Board under Tennessee law.

J. **Compliance with Law**. The Parties to this Agreement agree to comply with all Applicable Laws.

K. **Compliance with Charter Contract**. The Parties to this Agreement agree to comply with the terms and conditions set forth in the Charter Contract.

L. **Survival of Termination**. All representations, warranties and indemnities made in this Agreement which by their terms are intended to survive the termination of this Agreement will survive any such termination.

M. **Binding Effect; Counterparts**. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument.

N. **Compliance with Tennessee's Public Records Code**. In accordance with applicable Tennessee Public Records Code, Service Provider will comply with the requirements and the Code with respect to any records maintained by the Service Provider relating to the Charter School and any other records maintained by Service Provider which are subject to such Code.

O. **No Third-Party Rights**. This Agreement is made for the sole benefit of School and Service Provider, and their respective permitted successors and assigns. Except as otherwise expressly provided herein, nothing in this Agreement will create or be deemed to create a relationship between the Parties to this Agreement, or either of them, and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.

P. **No Inconsistent Tax Position**. Service Provider agrees that it is not entitled to and will not take any tax position that is inconsistent with being a Service Provider to the Charter School, including but not limited to claiming any depreciation or amortization deduction,

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investment tax credit, or deduction for any payment as rent with respect to the Facility.

Q. **Interpretation**. The use in this Agreement of the word "including" means "including, without limitation." The title of and the article, section and paragraph headings in this Agreement are for convenience of reference only and will not affect or govern the interpretation of this Agreement.

R. **Severability**. If any provision in this Agreement would be held in any jurisdiction to be illegal, invalid, prohibited or unenforceable for any reason, then such provision, as to such jurisdiction, will be ineffective without invalidating the remaining provisions in this Agreement or affecting the enforceability, legality or validity of such provision in any other jurisdiction. Anything in the immediately preceding sentence to the contrary notwithstanding, if such provision could be drawn more narrowly so as not to be illegal, invalid, prohibited or unenforceable in such jurisdiction, it will be so narrowly drawn, as to such jurisdiction, without invalidating the remaining provisions in this Agreement or affecting the enforceability, legality, or validity of such provision in any other jurisdiction.

(Signatures on following page).

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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first above written.

DEL REY EDUCATION, INC.	RESPONSIVEED USA, INC.
By:	By:
Printed Name: Brian Haas	Printed Name:
Its: Board Chair	Its:
Date: April 23, 2022	Date: April 23, 2022

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Schedule A – Planning Years' Fee

During the School's Planning Years, School will pay Service Provider as follows:

Period 1
Pre-Application – July 1, 2022 to March 31, 2023

Period 2
Post-Contract – April 1, 2023 to December 31, 2023

Period 3
School Opening – January 1, 2024 to June 30, 2025

If School elects to take the 2024-25 School Year as a Planning Year ("Delayed Opening"), as provided for in Article III, Section B(n) of this Agreement, Period 3 above will be delayed to January 1, 2024 to June 30, 2025. In the case of a Delayed Opening, School will pay Service Provider an additional Fee of from January 1, 2025 to December 31, 2025 ("Extra Planning Year").

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ATTACHMENT N

We attempted to use the Public Charter School Planning and Budget Worksheet provided by the TDOE. However, the workbook has at least three significant problems which prevent its correct use:

1. It cannot calculate revenue expectations based on state/county formulas. You have to derive your own per student calculation.

2. It has no place to build out staffing assumptions. This must be done separately. This is a glaring weakness of the model.

3. The formula on the summary sheet for generating an ending fund balance is wrong (an addition formula instead of a subtraction formula). It generates an incorrect ending fund and incorrectly impacts the starting fund balance for each year.

Founders Classical Academy
New Charter School Application Budget Template
Proposed School Information

Proposed School Name	Founders Classical Academy
Lead Sponsor Name	Del Rey Education, Inc.
Lead Sponsor E-mail Address	bhaas@delreyeducation.org
Lead Sponsor Phone Number	512-333-1520
CMO/EMO Affiliation	ResponsiveEd
Proposed Authorizer	Sumner County Schools
Proposed Opening Grade Level(s)	K-8
Proposed Final Grade Level(s)	K-12
Proposed First Year of Operations	2024-25

	Year 1	Year 2	Year 3	Year 4	Year 5
Anticipated Enrollment	618	690	762	834	906

Note: These cells auto-populate after completing Tab 2.

Founders Classical Academy
New Charter School Application Budget Template
Student Assumptions

Enrollment Assumptions

	Year 1 2024-25	Year 2 2025-26	Year 3 2026-27	Year 4 2027-28	Year 5 2028-29
Pre-Kindergarten (Informational Only)	0	0	0	0	0
Kindergarten	72	72	72	72	72
1st Grade	60	60	60	60	60
2nd Grade	60	60	60	60	60
3rd Grade	66	66	66	66	66
4th Grade	72	72	72	72	72
5th Grade	72	72	72	72	72
6th Grade	72	72	72	72	72
7th Grade	72	72	72	72	72
8th Grade	72	72	72	72	72
9th Grade	0	72	72	72	72
10th Grade	0	0	72	72	72
11th Grade	0	0	0	72	72
12th Grade	0	0	0	0	72
Total Enrollment (excluding Pre-Kindergarten)	**618**	**690**	**762**	**834**	**906**
Change in Net Enrollment	**618**	**72**	**72**	**72**	**72**

# of Classes By Grade

	Year 1	Year 2	Year 3	Year 4	Year 5
Pre-Kindergarten (Informational Only)	0	0	0	0	0
Kindergarten	4	4	4	4	4
1st Grade	3	3	3	3	3
2nd Grade	3	3	3	3	3
3rd Grade	3	3	3	3	3
4th Grade	3	3	3	3	3
5th Grade	3	3	3	3	3
6th Grade	3	3	3	3	3
7th Grade	3	3	3	3	3
8th Grade	3	3	3	3	3
9th Grade	0	3	3	3	3
10th Grade	0	0	3	3	3
11th Grade	0	0	0	3	3
12th Grade	0	0	0	0	3
Total # of Classes	**28**	**31**	**34**	**37**	**40**
Change in Net # of Classes	**28**	**3**	**3**	**3**	**3**

Other Key Assumptions
Enter Estimated Percentages

SPED %	14%	14%	14%	14%	14%
SPED Count	**87**	**97**	**107**	**117**	**127**
ELL %	5%	5%	5%	5%	5%
ELL Count	**31**	**35**	**38**	**42**	**45**
Anticipated Paid %	81%	81%	81%	81%	81%
Anticipated Reduced %	11%	11%	11%	11%	11%
Anticipated Free %	8%	8%	8%	8%	8%
Anticipated Paid Count	**501**	**559**	**617**	**675**	**734**
Anticipated Reduced Count	**68**	**76**	**84**	**92**	**100**
Anticipated Free Count	**49**	**55**	**61**	**67**	**72**
Total Free and Reduced Count	**117**	**131**	**145**	**159**	**172**
School Days	176	176	176	176	176
Attendance Rate	96%	96%	96%	96%	96%

Founders Classical Academy
New Charter School Application Budget Template
Pre-Opening Budget

Revenue Assumptions

Federal Revenues	Rate/Assumption	Year 0 2023-24 Amount	Assumption Notes
CSP Startup Grant		-	
Fundraising & Philanthropy			**Detail any private funding sources**
Other	$1,300,000	$1,300,000	We are currently working to raise local philanthropy and will be seeking bridge loan support.
Other		$0	
Other		$0	
Other		$0	
Other		$0	
Total Revenues		**1,300,000**	

Additional Space to Provide Fundraising Details

Compensation Assumptions

	FTE Count	Year 0 2023-24	Assumption Notes
Administrative Staff			
Principal/School Leader	1.00	$90,000	The principal will be hired a year prior to the opening of the school.
Assistant Principal	0.00	$0	
Special Education Coordinator	0.00	$0	
Deans, Directors	0.00	$0	
Other (Specify in Assumptions)	1.00	$110,000	Del Rey Executive Director
Total Administrative Compensation	**2.00**	**200,000**	
Instructional Staff			
Teachers	0.00	$0	
Special Education Teachers	0.00	$0	
Educational Assistants/Aides	0.00	$0	
Elective Teachers	0.00	$0	
Other (Specify in Assumptions)	0.00	$0	
Total Instructional Compensation	**0.00**	-	
Non-Instructional Staff			
Clerical Staff	1.00	$45,000	Office Manager to process enrollments. This hire is generally made in January.
Custodial Staff	0.00	$0	
Operations	1.00	$35,000	Office assistant/registrar
Social Workers/Counseling	0.00	$0	
Other (Specify in Assumptions)	0.00	$0	
Total Non-Instructional Compensation	**2.00**	**80,000**	
Bonus		-	
Other Non FTE Compensation		-	
Other Non FTE Compensation		-	
Other Non FTE Compensation		-	
Total FTE Count	**4.00**		
Total Compensation		**280,000**	

Founders Classical Academy
New Charter School Application Budget Template
Pre-Opening Budget

Employer Benefits & Tax Assumptions

	Base Assumption	Year 0 2023-24	Assumption Notes
Social Security	6.20%	$17,360	
Medicare	1.45%	$4,060	
State Unemployment	$400 per employee	$0	
Disability/Life Insurance	0.00%	$0	
Workers Compensation Insurance	0.00%	$0	
Other Fringe Benefits	0.00%	$0	
Medical Insurance	$0	$0	
Dental Insurance	$0	$0	
Vision Insurance	$0	$0	
Other Retirement	0.00%	$0	
Total Employer Benefits & Taxes		**21,420**	

Founders Classical Academy
New Charter School Application Budget Template
Pre-Opening Budget

		Operating Expenses	
		Year 0	
		2023-24	
Contracted Services			**Assumption Notes**
Professional Development	$5,000	$5,000	The total management fee to the CMO is 15% of revenue up to 500 students with an adjusting scale above that amount.
Financial Services	$45,000	$45,000	In the start-up year with a $1m budget, the fee is $150,000. The amount spent on this category of work will not exceed $150,000.
Audit Services	$10,000	$10,000	That amount is divided amongst the various services required to launch. These amounts are estimates and are based on previous start-ups in other states.
Legal Fees	$15,000	$15,000	Actual distribution of the $150,000 will depend on local conditions.
Copier Lease and Usage	$5,000	$5,000	
Internet and Phone Service	$7,500	$7,500	
Cell Phone Service	$5,000	$5,000	
Payroll Services	$45,000	$45,000	
Health Services	$0	$0	
Transportation	$5,000	$5,000	
IT Services	$5,000	$5,000	
Contracted SPED Services	$0	$0	
Insurance	$0	$0	
Postal Charges	$2,500	$2,500	
Bank Charges	$0	$0	
Supplies & Materials			
Textbooks and Instructional Supplies	$0	$250,000	
Education Software	$0	$0	
Student Supplies	$0	$0	
Faculty Supplies	$0	$10,000	
Library Books	$0	$0	
Testing & Evaluation	$0	$0	
Student Laptops	$0	$15,000	We will purchase a laptop cart with 30 chromebooks with an average cost of $500 each.
Faculty Laptops	$0	$25,000	Teachers will be issued chromebooks. Executive leadership will be issued Windows laptops so they can process data and documents in Microsoft Office apps.
Office Supplies	$0	$10,000	
Printing Paper	$0	$5,000	
Marketing Materials	$0	$20,000	
Student Uniforms	$0	$0	
Gifts & Awards - Students	$0	$0	
Gifts & Awards - Teachers and Staff	$0	$0	
Health Supplies	$0	$0	
Facility Related Expenses			
Rent	$0	$10,000	We will likely rent a small office space for the initial year until we have access to our facility.
Utilities	$0	$0	
Custodial	$0	$0	
Waste	$0	$0	
Faculty Furniture	$0	$75,000	
Student Furniture	$0	$250,000	
Internet/Network Equipment	$0	$0	
Other Equipment	$0	$0	
Building Decorum	$0	$0	
Tenant Improvements	$0	$0	
Other	$0	$0	
Other	$0	$0	
Other	$0	$0	
Other	$0	$0	
Other	$0	$0	
Other Charges			
Staff Recruitment	$0	$10,000	
Student Recruitment & Community Engagement	$0	$10,000	
Parent & Staff Meetings	$0	$0	
Authorizer Fee	$0	$30,000	
Other	$0	$0	
Debt Service			
Other	$0	$0	
Other	$0	$0	
Other	$0	$0	
Other	$0	$0	
Other	$0	$0	
Total Operating Expenses		870,000	
Total Expenses		1,171,420	

Founders Classical Academy
New Charter School Application Budget Template
Pre-Opening Cash Flow

Cash Flow Summary

	Year 0 2023-24 Total Budget	Year 0 2023-24 July	Year 0 2023-24 August	Year 0 2023-24 September	Year 0 2023-24 October	Year 0 2023-24 November	Year 0 2023-24 December	Year 0 2023-24 January	Year 0 2023-24 February	Year 0 2023-24 March	Year 0 2023-24 April	Year 0 2023-24 May	Year 0 2023-24 June	Year 0 2023-24 Total	Year 0 2023-24 AR/AP
Beginning Cash	1,300,000	**1,300,000**	**1,202,382**	**1,104,763**	**1,007,145**	**909,527**	**811,908**	**714,290**	**616,672**	**519,053**	**421,435**	**323,817**	**226,198**		
Revenues															
Federal Revenues	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Fundraising & Philanthropy	1,300,000	-	-	-	-	-	-	-	-	-	-	-	-	-	1,300,000
Total Revenues	1,300,000	-	-	-	-	-	-	-	-	-	-	-	-	-	1,300,000
Expenses															
Staffing	280,000	23,333	23,333	23,333	23,333	23,333	23,333	23,333	23,333	23,333	23,333	23,333	23,333	280,000	-
Employer Benefits & Taxes	21,420	1,785	1,785	1,785	1,785	1,785	1,785	1,785	1,785	1,785	1,785	1,785	1,785	21,420	-
Contracted Services	150,000	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	150,000	-
Supplies & Materials	335,000	27,917	27,917	27,917	27,917	27,917	27,917	27,917	27,917	27,917	27,917	27,917	27,917	335,000	-
Facility-Related Expenses	335,000	27,917	27,917	27,917	27,917	27,917	27,917	27,917	27,917	27,917	27,917	27,917	27,917	335,000	-
Other Charges	50,000	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	50,000	-
Debt Service	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenses	1,171,420	97,618	97,618	97,618	97,618	97,618	97,618	97,618	97,618	97,618	97,618	97,618	97,618	1,171,420	-
Operating Income (Loss)	128,580	(97,618)	(97,618)	(97,618)	(97,618)	(97,618)	(97,618)	(97,618)	(97,618)	(97,618)	(97,618)	(97,618)	(97,618)	(1,171,420)	1,300,000
Changes in Accounts Receivable			-	-	-	-	-	-	-	-	-	-	-		
Changes in Accounts Payable		-	-	-	-	-	-	-	-	-	-	-	-		
Line of Credit Proceeds		-	-	-	-	-	-	-	-	-	-	-	-		
Line of Credit Repayments		-	-	-	-	-	-	-	-	-	-	-	-		
Other Balance Sheet Activity		-	-	-	-	-	-	-	-	-	-	-	-		
Ending Cash		**1,202,382**	**1,104,763**	**1,007,145**	**909,527**	**811,908**	**714,290**	**616,672**	**519,053**	**421,435**	**323,817**	**226,198**	**128,580**		

Details of Cash Flow

	Year 0 2023-24 Total Budget	Year 0 2023-24 July	Year 0 2023-24 August	Year 0 2023-24 September	Year 0 2023-24 October	Year 0 2023-24 November	Year 0 2023-24 December	Year 0 2023-24 January	Year 0 2023-24 February	Year 0 2023-24 March	Year 0 2023-24 April	Year 0 2023-24 May	Year 0 2023-24 June	Year 0 2023-24 Total	Year 0 2023-24 AR/AP	Assumption Notes
Revenues																
Federal Revenues																
CSP Startup Grant	-	-	-	-	-	-	-	-	-	-		-	-	-	-	
Fundraising & Philanthropy																
Other	1,300,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	1,300,000	
Other	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	
Other	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	
Other	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	
Other	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	
Total Revenues	**1,300,000**	-	-	-	-	-	-	-	-	-	-	-	-	-	**1,300,000**	

Founders Classical Academy
New Charter School Application Budget Template
Pre-Opening Cash Flow

Compensation

	Year 0 2023-24 Total Budget	Year 0 2023-24 July	Year 0 2023-24 August	Year 0 2023-24 September	Year 0 2023-24 October	Year 0 2023-24 November	Year 0 2023-24 December	Year 0 2023-24 January	Year 0 2023-24 February	Year 0 2023-24 March	Year 0 2023-24 April	Year 0 2023-24 May	Year 0 2023-24 June	Year 0 2023-24 Total	Year 0 2023-24 AR/AP	Assumption Notes
Compensation																
Principal/School Leader	90,000	$7,500	$7,500	$7,500	$7,500	$7,500	$7,500	$7,500	$7,500	$7,500	$7,500	$7,500	$7,500	90,000	-	
Assistant Principal	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	
Special Education Coordinator	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	
Deans, Directors	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	
Other (Specify in Assumptions)	110,000	$9,167	$9,167	$9,167	$9,167	$9,167	$9,167	$9,167	$9,167	$9,167	$9,167	$9,167	$9,167	110,000	-	
Total Administrative Compensation	200,000	**16,667**	**16,667**	**16,667**	**16,667**	**16,667**	**16,667**	**16,667**	**16,667**	**16,667**	**16,667**	**16,667**	**16,667**	**200,000**	**-**	
Instructional Staff																
Teachers	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	
Special Education Teachers	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	
Educational Assistants/Aides	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	
Elective Teachers	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	
Other (Specify in Assumptions)	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	
Total Instructional Compensation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Non-Instructional Staff																
Clerical Staff	45,000	$3,750	$3,750	$3,750	$3,750	$3,750	$3,750	$3,750	$3,750	$3,750	$3,750	$3,750	$3,750	45,000	-	
Custodial Staff	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	
Operations	35,000	$2,917	$2,917	$2,917	$2,917	$2,917	$2,917	$2,917	$2,917	$2,917	$2,917	$2,917	$2,917	35,000	-	
Social Workers/Counseling	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	
Other (Specify in Assumptions)	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	
Total Non-Instructional Compensation	80,000	**6,667**	**6,667**	**6,667**	**6,667**	**6,667**	**6,667**	**6,667**	**6,667**	**6,667**	**6,667**	**6,667**	**6,667**	**80,000**	**-**	
Bonus	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	
Other Non FTE Compensation	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	
Other Non FTE Compensation	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	
Other Non FTE Compensation	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	
Total Compensation	**280,000**	**23,333**	**23,333**	**23,333**	**23,333**	**23,333**	**23,333**	**23,333**	**23,333**	**23,333**	**23,333**	**23,333**	**23,333**	**280,000**	**-**	

Employer Benefits & Taxes

	Year 0 2023-24 Total Budget	Year 0 2023-24 July	Year 0 2023-24 August	Year 0 2023-24 September	Year 0 2023-24 October	Year 0 2023-24 November	Year 0 2023-24 December	Year 0 2023-24 January	Year 0 2023-24 February	Year 0 2023-24 March	Year 0 2023-24 April	Year 0 2023-24 May	Year 0 2023-24 June	Year 0 2023-24 Total	Year 0 2023-24 AR/AP	Assumption Notes
Social Security	17,360	$1,447	$1,447	$1,447	$1,447	$1,447	$1,447	$1,447	$1,447	$1,447	$1,447	$1,447	$1,447	17,360	-	
Medicare	4,060	$338	$338	$338	$338	$338	$338	$338	$338	$338	$338	$338	$338	4,060	-	
State Unemployment	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	
Disability/Life Insurance	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	
Workers Compensation Insurance	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	
Other Fringe Benefits	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	
Medical Insurance	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	
Dental Insurance	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	
Vision Insurance	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	
Other Retirement	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	
Total Employer Benefits & Taxes	**21,420**	**1,785**	**1,785**	**1,785**	**1,785**	**1,785**	**1,785**	**1,785**	**1,785**	**1,785**	**1,785**	**1,785**	**1,785**	**21,420**	**-**	

Founders Classical Academy
New Charter School Application Budget Template
Pre-Opening Cash Flow

Operating Expenses

	Year 0 2023-24 Total Budget	Year 0 2023-24 July	Year 0 2023-24 August	Year 0 2023-24 September	Year 0 2023-24 October	Year 0 2023-24 November	Year 0 2023-24 December	Year 0 2023-24 January	Year 0 2023-24 February	Year 0 2023-24 March	Year 0 2023-24 April	Year 0 2023-24 May	Year 0 2023-24 June	Year 0 2023-24 Total	Year 0 2023-24 AR/AP	Assumption Notes
Contracted Services																
Professional Development	5,000	$417	$417	$417	$417	$417	$417	$417	$417	$417	$417	$417	$417	5,000	-	Professional Development
Financial Services	45,000	$3,750	$3,750	$3,750	$3,750	$3,750	$3,750	$3,750	$3,750	$3,750	$3,750	$3,750	$3,750	45,000	-	Financial Services
Audit Services	10,000	$833	$833	$833	$833	$833	$833	$833	$833	$833	$833	$833	$833	10,000	-	Audit Services
Legal Fees	15,000	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	15,000	-	Legal Fees
Copier Lease and Usage	5,000	$417	$417	$417	$417	$417	$417	$417	$417	$417	$417	$417	$417	5,000	-	Copier Lease and Usage
Internet and Phone Service	7,500	$625	$625	$625	$625	$625	$625	$625	$625	$625	$625	$625	$625	7,500	-	Internet and Phone Service
Cell Phone Service	5,000	$417	$417	$417	$417	$417	$417	$417	$417	$417	$417	$417	$417	5,000	-	Cell Phone Service
Payroll Services	45,000	$3,750	$3,750	$3,750	$3,750	$3,750	$3,750	$3,750	$3,750	$3,750	$3,750	$3,750	$3,750	45,000	-	Payroll Services
Health Services	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	Health Services
Transportation	5,000	$417	$417	$417	$417	$417	$417	$417	$417	$417	$417	$417	$417	5,000	-	Transportation
IT Services	5,000	$417	$417	$417	$417	$417	$417	$417	$417	$417	$417	$417	$417	5,000	-	IT Services
Contracted SPED Services	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	Contracted SPED Services
Insurance	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	Insurance
Postal Charges	2,500	$208	$208	$208	$208	$208	$208	$208	$208	$208	$208	$208	$208	2,500	-	Postal Charges
Bank Charges	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	Bank Charges
Supplies & Materials																
Textbooks and Instructional Supplies	250,000	$20,833	$20,833	$20,833	$20,833	$20,833	$20,833	$20,833	$20,833	$20,833	$20,833	$20,833	$20,833	250,000	-	Textbooks and Instructional Supplies
Education Software	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	Education Software
Student Supplies	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	Student Supplies
Faculty Supplies	10,000	$833	$833	$833	$833	$833	$833	$833	$833	$833	$833	$833	$833	10,000	-	Faculty Supplies
Library Books	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	Library Books
Testing & Evaluation	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	Testing & Evaluation
Student Laptops	15,000	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	15,000	-	Student Laptops
Faculty Laptops	25,000	$2,083	$2,083	$2,083	$2,083	$2,083	$2,083	$2,083	$2,083	$2,083	$2,083	$2,083	$2,083	25,000	-	Faculty Laptops
Office Supplies	10,000	$833	$833	$833	$833	$833	$833	$833	$833	$833	$833	$833	$833	10,000	-	Office Supplies
Printing Paper	5,000	$417	$417	$417	$417	$417	$417	$417	$417	$417	$417	$417	$417	5,000	-	Printing Paper
Marketing Materials	20,000	$1,667	$1,667	$1,667	$1,667	$1,667	$1,667	$1,667	$1,667	$1,667	$1,667	$1,667	$1,667	20,000	-	Marketing Materials
Student Uniforms	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	Student Uniforms
Gifts & Awards - Students	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	Gifts & Awards - Students
Gifts & Awards - Teachers and Staff	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	Gifts & Awards - Teachers and Staff
Health Supplies	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	Health Supplies
Facility Related Expenses																
Rent	10,000	$833	$833	$833	$833	$833	$833	$833	$833	$833	$833	$833	$833	10,000	-	Rent
Utilities	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	Utilities
Custodial	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	Custodial
Waste	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	Waste
Faculty Furniture	75,000	$6,250	$6,250	$6,250	$6,250	$6,250	$6,250	$6,250	$6,250	$6,250	$6,250	$6,250	$6,250	75,000	-	Faculty Furniture
Student Furniture	250,000	$20,833	$20,833	$20,833	$20,833	$20,833	$20,833	$20,833	$20,833	$20,833	$20,833	$20,833	$20,833	250,000	-	Student Furniture
Internet/Network Equipment	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	Internet/Network Equipment
Other Equipment	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	Other Equipment
Building Decorum	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	Building Decorum
Tenant Improvements	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	Tenant Improvements
Other	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	Other
Other	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	Other
Other	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	Other
Other	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	Other
Other	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	Other
Other Charges																
Staff Recruitment	10,000	$833	$833	$833	$833	$833	$833	$833	$833	$833	$833	$833	$833	10,000	-	Staff Recruitment
Student Recruitment & Community Engagement	10,000	$833	$833	$833	$833	$833	$833	$833	$833	$833	$833	$833	$833	10,000	-	Student Recruitment & Community Engagement
Parent & Staff Meetings	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	Parent Meetings
Authorizer Fee	30,000	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500	30,000	-	Staff Meetings
Other	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	Other
Debt Service																
Other	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Other	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Other	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Other	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Other	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total Operating Expenses	**870,000**	**72,500**	**72,500**	**72,500**	**72,500**	**72,500**	**72,500**	**72,500**	**72,500**	**72,500**	**72,500**	**72,500**	**72,500**	**870,000**	**-**	
Total Expenses	**1,171,420**	**97,618**	**97,618**	**97,618**	**97,618**	**97,618**	**97,618**	**97,618**	**97,618**	**97,618**	**97,618**	**97,618**	**97,618**	**1,171,420**	**-**	

Founders Classical Academy
New Charter School Application Budget Template
Year 1-5 Staff Assumptions

FTE Assumptions

	Year 1	Year 2	Year 3	Year 4	Year 5
Fiscal Year	2024-25	2025-26	2026-27	2027-28	2028-29
Enrollment	618	690	762	834	906
# of Classes	28	31	34	37	40
Administrative Staff					
Principal/School Leader	90000.00	90000.00	90000.00	90000.00	90000.00
Assistant Principal	65000.00	65000.00	65000.00	130000.00	130000.00
Special Education Coordinator	55000.00	55000.00	55000.00	55000.00	55000.00
Deans, Directors	0.00	55000.00	55000.00	55000.00	55000.00
Other (Specify in Assumptions)	145000.00	145000.00	145000.00	145000.00	145000.00
Total Administrative FTE	**355000.00**	**410000.00**	**410000.00**	**475000.00**	**475000.00**
Instructional Staff					
Teachers	1897812.00	2108680.00	2372265.00	2688567.00	2688567.00
Special Education Teachers	158151.00	158151.00	210868.00	210868.00	210868.00
Eduacational Assistants/Aides	114000.00	114000.00	114000.00	114000.00	114000.00
Elective Teachers					
Other (Specify in Assumptions)	35000.00	35000.00	35000.00	35000.00	35000.00
Total Instructional FTE	**2204963.00**	**2415831.00**	**2732133.00**	**3048435.00**	**3048435.00**
Non-Instructional Staff					
Clerical Staff	64000.00	64000.00	64000.00	64000.00	64000.00
Custodial Staff	0.00	0.00	0.00	0.00	0.00
Operations	37000.00	37000.00	37000.00	64000.00	64000.00
Social Workers/Counseling	52717.00	52717.00	52717.00	52717.00	52717.00
Other (Specify in Assumptions)	50000.00	50000.00	50000.00	50000.00	50000.00
Total Non-Instructional FTE	**203717.00**	**203717.00**	**203717.00**	**230717.00**	**230717.00**
Total FTE	**2763680.00**	**3029548.00**	**3345850.00**	**3754152.00**	**3754152.00**

Compensation Assumptions

		Year 1	Year 2	Year 3	Year 4	Year 5	
		2024-25	2025-26	2026-27	2027-28	2028-29	
	Annual Increase	0.00%	3.00%	3.00%	3.00%	3.00%	
	Cumulative Increase	100.00%	103.00%	106.09%	109.27%	112.55%	
Administrative Staff	**Base Assumption**						**Assumption Notes**
Principal/School Leader	$1	90,000	92,700	95,481	98,345	101,296	
Assistant Principal	$1	65,000	66,950	68,959	142,055	146,316	
Special Education Coordinator	$1	55,000	56,650	58,350	60,100	61,903	
Deans, Directors	$2	-	113,300	116,699	120,200	123,806	
Other (Specify in Assumptions)	$1	145,000	149,350	153,831	158,445	163,199	Del Rey Executive Director & Asst.
Total Administrative Compensation		**355,000**	**478,950**	**493,319**	**579,145**	**596,520**	
Instructional Staff							
Teachers	$1	1,897,812	2,171,940	2,516,736	2,937,870	3,026,006	36, 40, 45, 49 teachers
Special Education Teachers	$1	158,151	162,896	223,710	230,421	237,334	2 SPED teachers, increasing to 3 in year 3
Eduacational Assistants/Aides	$1	114,000	117,420	120,943	124,571	128,308	
Elective Teachers	$1	-	-	-	-	-	
Other (Specify in Assumptions)	$1	35,000	36,050	37,132	38,245	39,393	PE
Total Instructional Compensation		**2,204,963**	**2,488,306**	**2,898,520**	**3,331,107**	**3,431,040**	
Non-Instructional Staff							
Clerical Staff	$1	64,000	65,920	67,898	69,935	72,033	registrar, secretary
Custodial Staff	$1	-	-	-	-	-	
Operations	$1	37,000	38,110	39,253	69,935	72,033	office manager, office aide
Social Workers/Counseling	$1	52,717	54,299	55,927	57,605	59,333	504 Interventionist
Other (Specify in Assumptions)	$1	50,000	51,500	53,045	54,636	56,275	Nurse
Total Non-Instructional Compensation		**203,717**	**209,829**	**216,123**	**252,111**	**259,674**	
Other Compensation		-	-	-	-	-	
Other Compensation		-	-	-	-	-	
Other Compensation		-	-	-	-	-	
Other Compensation		-	-	-	-	-	
Total Compensation		**2,763,680**	**3,177,084**	**3,607,962**	**4,162,363**	**4,287,234**	

Employer Benefits & Tax Assumptions

		Year 1	Year 2	Year 3	Year 4	Year 5	
		2024-25	2025-26	2026-27	2027-28	2028-29	
	Base Assumption						**Assumption Notes**
Social Security		$48,504	$52,405	$57,781	$62,699	$62,699	
Medicare							
State Unemployment		$95,697	$103,394	$114,000	$123,704	$123,704	
Disability/Life Insurance							
Workers Compensation Insurance		$13,109	$14,164	$15,616	$16,946	$16,946	
Other Fringe Benefits							
	Health Insurance Annual Increase	0.00%	0.00%	0.00%	0.00%	0.00%	
	Cumulative Increase	100.00%	100.00%	100.00%	100.00%	100.00%	
Medical Insurance	$0	$170,419	$184,125	$203,013	$220,295	$220,295	Includes all health, dental, vision.
Dental Insurance	$0	$0	$0	$0	$0	$0	
Vision Insurance	$0	$0	$0	$0	$0	$0	
TCRS Certified Legacy	0.00%	$0	$0	$0	$0	$0	
TCRS Certified Hybrid	0.00%	$0	$0	$0	$0	$0	
TCRS Classified Legacy	0.00%	$0	$0	$0	$0	$0	
TCRS Classified Hybrid	0.00%	$0	$0	$0	$0	$0	
Other Classified Retirement	0.00%	$45,358	$49,006	$54,033	$58,632	$58,632	
Other Retirement	0.00%	$0	$0	$0	$0	$0	

Founders Classical Academy
New Charter School Application Budget Template
Year 1 Budget

Revenue Assumptions

	Year 1
	2024-25
Annual Revenue Increase	0.00%
Cumultative Increase	100.00%

State Revenues	**Rate/Assumption**		**Assumption Notes**
Basic Education Program	$9,400	$5,809,200	
BEP Transportation Component	$0	$0	
BEP Capital Outlay	$0	$0	
Other	$0	$0	
Other	$0	$0	
Federal Revenues	$0	$0	
Title I	$0	$0	
Title II	$0	$0	
Title III	$0	$0	
NSLP	$0	$0	
E-Rate	$0	$0	
CSP Startup Grant	$0	$0	
Other	$0	$0	
Other	$0	$0	
School Activity Revenues			
Other	$0	$0	
Other	$0	$0	
Other	$0	$0	
Other	$0	$0	
Other	$0	$0	
Fundraising & Philanthropy			
Other	$0	$0	
Other	$0	$0	
Other	$0	$0	
Other	$0	$0	
Other	$0	$0	
Total Revenues		5,809,200	

Founders Classical Academy
New Charter School Application Budget Template
Year 1 Budget

Compensation

	FTE Count		Year 1 2024-25	Assumption Notes
Administrative Staff				
Principal/School Leader		90000.00	90,000	
Assistant Principal		65000.00	65,000	
Special Education Coordinator		55000.00	55,000	
Deans, Directors		0.00	-	
Other (Specify in Assumptions)		145000.00	145,000	Del Rey Exec. Dir. & Asst.
Total Administrative Compensation		**355000.00**	355,000	
Instructional Staff				
Teachers		1897812.00	1,897,812	36 classroom teachers
Special Education Teachers		158151.00	158,151	
Educational Assistants/Aides		114000.00	114,000	
Elective Teachers		0.00	-	
Other (Specify in Assumptions)		35000.00	35,000	
Total Instructional Compensation		**2204963.00**	2,204,963	
Non-Instructional Staff				
Clerical Staff		64000.00	64,000	
Custodial Staff		0.00	-	
Operations		37000.00	37,000	
Social Workers/Counseling		52717.00	52,717	
Other (Specify in Assumptions)		50000.00	50,000	Nurse
Total Non-Instructional Compensation		**203717.00**	203,717	
Other Compensation			-	
Other Compensation			-	
Other Compensation			-	
Other Compensation			-	
Total Compensation			**2,763,680**	

Employer Benefits & Taxes

	Year 1 2024-25	Assumption Notes
Social Security	48,504	
Medicare	-	
State Unemployment	95,697	
Disability/Life Insurance	-	
Workers Compensation Insurance	13,109	
Other Fringe Benefits	-	
Medical Insurance	170,419	
Dental Insurance	-	
Vision Insurance	-	
TCRS Certified Legacy	-	
TCRS Certified Hybrid	-	
TCRS Classified Legacy	-	
TCRS Classified Hybrid	-	
Other Classified Retirement	45,358	
Other Retirement	-	
Total Employer Benefits & Taxes	**373,087**	

Founders Classical Academy
New Charter School Application Budget Template
Year 1 Budget

		Operating Expenses	
		Year 1	
		2024-25	
Contracted Services			**Assumption Notes**
Professional Development	$0	$5,000	
Financial Services	$1	$0	Incl. in CMO fee
Audit Services	$0	$13,000	
Legal Fees	$0	$5,000	
Copier Lease and Usage	$0	$5,000	
Internet and Phone Service	$1	$12,000	
Cell Phone Service	$1	$18,000	
Payroll Services	$0	$0	Incl. in CMO fee
Health Services	$0	$0	
Transportation	$0	$0	
IT Services	$0	$0	Incl. in CMO fee
Contracted SPED Services	$1	$757	
Insurance	$0	$10,000	
Postal Charges	$0	$0	
Bank Charges	$0	$0	
Supplies & Materials			
Textbooks and Instructional Supplies	$1	$16,365	
Education Software	$0	$20,000	
Student Supplies	$1	$16,970	
Faculty Supplies	$0	$12,000	
Library Books	$0	$0	
Testing & Evaluation	$1	$3,473	
Student Laptops	$0	$77,250	
Faculty Laptops	$0	$29,000	
Office Supplies	$1	$84,124	
Printing Paper	$0	$1,000	
Marketing Materials	$0	$5,000	
Student Uniforms	$0	$0	
Gifts & Awards - Students	$1	$1,471	
Gifts & Awards - Teachers and Staff	$0	$0	
Health Supplies	$0	$0	
Facility Related Expenses			
Rent	$1	$720,000	
Utilities	$1	$123,396	
Custodial	$1	$60,000	
Waste	$0	$4,800	
Faculty Furniture	$0	$0	
Student Furniture	$0	$0	
Internet/Network Equipment	$1	$30,190	
Other Equipment	$0	$0	
Building Decorum	$1	$37,121	
Tenant Improvements	$0	$0	
Other	$1	$0	
Other	$0	$0	
Other	$0	$0	
Other	$0	$0	
Other	$0	$0	
Other Charges			
Staff Recruitment	$0	$0	
Student Recruitment & Community Engagement	$0	$0	
Parent & Staff Meetings	$0	$0	
Authorizer Fee		$174,276	
Other		$871,380	CMO fee - includes many admin expenses such as HR, IT, accounting, etc.
Debt Service			
Other	$0	$0	
Other	$0	$0	
Other	$0	$0	
Other	$0	$0	
Other	$0	$0	
Total Operating Expenses		**2,356,573**	
Total Expenses		**5,493,340**	

Founders Classical Academy
New Charter School Application Budget Template
Year 1 Cash Flow

Cash Flow Summary

	Year 1 2024-25 Total Budget	Year 1 2024-25 July	Year 1 2024-25 August	Year 1 2024-25 September	Year 1 2024-25 October	Year 1 2024-25 November	Year 1 2024-25 December	Year 1 2024-25 January	Year 1 2024-25 February	Year 1 2024-25 March	Year 1 2024-25 April	Year 1 2024-25 May	Year 1 2024-25 June	Year 1 2024-25 Total	Year 1 2024-25 AR/AP
Beginning Cash	**128,580**	**128,580**	**154,902**	**181,223**	**207,545**	**233,867**	**260,188**	**286,510**	**312,832**	**339,153**	**365,475**	**391,797**	**418,118**		
Revenues															
State Revenues	5,809,200	484,100	484,100	484,100	484,100	484,100	484,100	484,100	484,100	484,100	484,100	484,100	484,100	5,809,200	-
Federal Revenues	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
School Activity Revenues	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Fundraising & Philanthropy	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Revenues	5,809,200	484,100	484,100	484,100	484,100	484,100	484,100	484,100	484,100	484,100	484,100	484,100	484,100	5,809,200	-
Expenses															
Staffing	2,763,680	230,307	230,307	230,307	230,307	230,307	230,307	230,307	230,307	230,307	230,307	230,307	230,307	2,763,680	-
Employer Benefits & Taxes	373,087	31,091	31,091	31,091	31,091	31,091	31,091	31,091	31,091	31,091	31,091	31,091	31,091	373,087	-
Contracted Services	68,757	5,730	5,730	5,730	5,730	5,730	5,730	5,730	5,730	5,730	5,730	5,730	5,730	68,757	-
Supplies & Materials	266,653	22,221	22,221	22,221	22,221	22,221	22,221	22,221	22,221	22,221	22,221	22,221	22,221	266,653	-
Facility-Related Expenses	975,507	81,292	81,292	81,292	81,292	81,292	81,292	81,292	81,292	81,292	81,292	81,292	81,292	975,507	-
Other Charges	1,045,656	87,138	87,138	87,138	87,138	87,138	87,138	87,138	87,138	87,138	87,138	87,138	87,138	1,045,656	-
Debt Service	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenses	5,493,340	457,778	457,778	457,778	457,778	457,778	457,778	457,778	457,778	457,778	457,778	457,778	457,778	5,493,340	-
Operating Income (Loss)	315,860	26,322	26,322	26,322	26,322	26,322	26,322	26,322	26,322	26,322	26,322	26,322	26,322	315,860	-
Changes in Accounts Receivable		-	-	-	-	-	-	-	-	-	-	-	-		
Changes in Accounts Payable		-	-	-	-	-	-	-	-	-	-	-	-		
Line of Credit Proceeds		-	-	-	-	-	-	-	-	-	-	-	-		
Line of Credit Repayments		-	-	-	-	-	-	-	-	-	-	-	-		
Other Balance Sheet Activity		-	-	-	-	-	-	-	-	-	-	-	-		
Ending Cash		**154,902**	**181,223**	**207,545**	**233,867**	**260,188**	**286,510**	**312,832**	**339,153**	**365,475**	**391,797**	**418,118**	**444,440**		

Founders Classical Academy
New Charter School Application Budget Template
Year 1 Cash Flow

Details of Cash Flow

	Year 1 2024-25 Total Budget	Year 1 2024-25 July	Year 1 2024-25 August	Year 1 2024-25 September	Year 1 2024-25 October	Year 1 2024-25 November	Year 1 2024-25 December	Year 1 2024-25 January	Year 1 2024-25 February	Year 1 2024-25 March	Year 1 2024-25 April	Year 1 2024-25 May	Year 1 2024-25 June	Year 1 2024-25 Total	Year 1 2024-25 AR/AP	
Revenues								**Revenues**								**Assumption Notes**
State Revenues																**Assumption Notes**
Basic Education Program	5,809,200	$484,100	$484,100	$484,100	$484,100	$484,100	$484,100	$484,100	$484,100	$484,100	$484,100	$484,100	$484,100	5,809,200	-	
BEP Transportation Component	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	
BEP Capital Outlay	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	
Other	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	
Other	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	
Federal Revenues																
Title I	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	
Title II	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	
Title III	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	
NSLP	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	
E-Rate	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	
CSP Startup Grant	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	
Other	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	
Other	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	
School Activity Revenues																
Other	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	
Other	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	
Other	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	
Other	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	
Other	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	
Fundraising & Philanthropy																
Other	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	
Other	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	
Other	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	
Other	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	
Other	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	
Total Revenues	**5,809,200**	**484,100**	**484,100**	**484,100**	**484,100**	**484,100**	**484,100**	**484,100**	**484,100**	**484,100**	**484,100**	**484,100**	**484,100**	**5,809,200**	**-**	

Founders Classical Academy
New Charter School Application Budget Template
Year 1 Cash Flow

Compensation

	Year 1 2024-25 Total Budget	Year 1 2024-25 July	Year 1 2024-25 August	Year 1 2024-25 September	Year 1 2024-25 October	Year 1 2024-25 November	Year 1 2024-25 December	Year 1 2024-25 January	Year 1 2024-25 February	Year 1 2024-25 March	Year 1 2024-25 April	Year 1 2024-25 May	Year 1 2024-25 June	Year 1 2024-25 Total	Year 1 2024-25 AR/AP	Assumption Notes
Compensation																
Principal/School Leader	90,000	$7,500	$7,500	$7,500	$7,500	$7,500	$7,500	$7,500	$7,500	$7,500	$7,500	$7,500	$7,500	90,000	-	
Assistant Principal	65,000	$5,417	$5,417	$5,417	$5,417	$5,417	$5,417	$5,417	$5,417	$5,417	$5,417	$5,417	$5,417	65,000	-	
Special Education Coordinator	55,000	$4,583	$4,583	$4,583	$4,583	$4,583	$4,583	$4,583	$4,583	$4,583	$4,583	$4,583	$4,583	55,000	-	
Deans, Directors	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	
Other (Specify in Assumptions)	145,000	$12,083	$12,083	$12,083	$12,083	$12,083	$12,083	$12,083	$12,083	$12,083	$12,083	$12,083	$12,083	145,000	-	
Total Administrative Compensation	**355,000**	**29,583**	**29,583**	**29,583**	**29,583**	**29,583**	**29,583**	**29,583**	**29,583**	**29,583**	**29,583**	**29,583**	**29,583**	**355,000**	**-**	
Instructional Staff																
Teachers	1,897,812	$158,151	$158,151	$158,151	$158,151	$158,151	$158,151	$158,151	$158,151	$158,151	$158,151	$158,151	$158,151	1,897,812	-	
Special Education Teachers	158,151	$13,179	$13,179	$13,179	$13,179	$13,179	$13,179	$13,179	$13,179	$13,179	$13,179	$13,179	$13,179	158,151	-	
Educational Assistants/Aides	114,000	$9,500	$9,500	$9,500	$9,500	$9,500	$9,500	$9,500	$9,500	$9,500	$9,500	$9,500	$9,500	114,000	-	
Elective Teachers	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	
Other (Specify in Assumptions)	35,000	$2,917	$2,917	$2,917	$2,917	$2,917	$2,917	$2,917	$2,917	$2,917	$2,917	$2,917	$2,917	35,000	-	
Total Instructional Compensation	**2,204,963**	**183,747**	**183,747**	**183,747**	**183,747**	**183,747**	**183,747**	**183,747**	**183,747**	**183,747**	**183,747**	**183,747**	**183,747**	**2,204,963**	**-**	
Non-Instructional Staff																
Clerical Staff	64,000	$5,333	$5,333	$5,333	$5,333	$5,333	$5,333	$5,333	$5,333	$5,333	$5,333	$5,333	$5,333	64,000	-	
Custodial Staff	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	
Operations	37,000	$3,083	$3,083	$3,083	$3,083	$3,083	$3,083	$3,083	$3,083	$3,083	$3,083	$3,083	$3,083	37,000	-	
Social Workers/Counseling	52,717	$4,393	$4,393	$4,393	$4,393	$4,393	$4,393	$4,393	$4,393	$4,393	$4,393	$4,393	$4,393	52,717	-	
Other (Specify in Assumptions)	50,000	$4,167	$4,167	$4,167	$4,167	$4,167	$4,167	$4,167	$4,167	$4,167	$4,167	$4,167	$4,167	50,000	-	
Total Non-Instructional Compensation	**203,717**	**16,976**	**16,976**	**16,976**	**16,976**	**16,976**	**16,976**	**16,976**	**16,976**	**16,976**	**16,976**	**16,976**	**16,976**	**203,717**	**-**	
Other Compensation	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	
Other Compensation	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	
Other Compensation	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	
Other Compensation	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	
Total Compensation	**2,763,680**	**230,307**	**230,307**	**230,307**	**230,307**	**230,307**	**230,307**	**230,307**	**230,307**	**230,307**	**230,307**	**230,307**	**230,307**	**2,763,680**	**-**	

Employer Benefits & Taxes

	Year 1 2024-25 Total Budget	Year 1 2024-25 July	Year 1 2024-25 August	Year 1 2024-25 September	Year 1 2024-25 October	Year 1 2024-25 November	Year 1 2024-25 December	Year 1 2024-25 January	Year 1 2024-25 February	Year 1 2024-25 March	Year 1 2024-25 April	Year 1 2024-25 May	Year 1 2024-25 June	Year 1 2024-25 Total	Year 1 2024-25 AR/AP	Assumption Notes
Social Security	48,504	$4,042	$4,042	$4,042	$4,042	$4,042	$4,042	$4,042	$4,042	$4,042	$4,042	$4,042	$4,042	48,504	-	
Medicare	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	
State Unemployment	95,697	$7,975	$7,975	$7,975	$7,975	$7,975	$7,975	$7,975	$7,975	$7,975	$7,975	$7,975	$7,975	95,697	-	
Disability/Life Insurance	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	
Workers Compensation Insurance	13,109	$1,092	$1,092	$1,092	$1,092	$1,092	$1,092	$1,092	$1,092	$1,092	$1,092	$1,092	$1,092	13,109	-	
Other Fringe Benefits	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	
Medical Insurance	170,419	$14,202	$14,202	$14,202	$14,202	$14,202	$14,202	$14,202	$14,202	$14,202	$14,202	$14,202	$14,202	170,419	-	
Dental Insurance	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	
Vision Insurance	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	
TCRS Certified Legacy	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	
TCRS Certified Hybrid	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	
TCRS Classified Legacy	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	
TCRS Classified Hybrid	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	
Other Classified Retirement	45,358	$3,780	$3,780	$3,780	$3,780	$3,780	$3,780	$3,780	$3,780	$3,780	$3,780	$3,780	$3,780	45,358	-	
Other Retirement	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	
Total Employer Benefits & Taxes	**373,087**	**31,091**	**31,091**	**31,091**	**31,091**	**31,091**	**31,091**	**31,091**	**31,091**	**31,091**	**31,091**	**31,091**	**31,091**	**373,087**	**-**	

Founders Classical Academy
New Charter School Application Budget Template
Year 1 Cash Flow

Operating Expenses

	Year 1 2024-25 Total Budget	Year 1 2024-25 July	Year 1 2024-25 August	Year 1 2024-25 September	Year 1 2024-25 October	Year 1 2024-25 November	Year 1 2024-25 December	Year 1 2024-25 January	Year 1 2024-25 February	Year 1 2024-25 March	Year 1 2024-25 April	Year 1 2024-25 May	Year 1 2024-25 June	Year 1 2024-25 Total	Year 1 2024-25 AR/AP	Assumption Notes
Contracted Services																
Professional Development	5,000	$417	$417	$417	$417	$417	$417	$417	$417	$417	$417	$417	$417	5,000	-	Professional Development
Financial Services	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	Financial Services
Audit Services	13,000	$1,083	$1,083	$1,083	$1,083	$1,083	$1,083	$1,083	$1,083	$1,083	$1,083	$1,083	$1,083	13,000	-	Audit Services
Legal Fees	5,000	$417	$417	$417	$417	$417	$417	$417	$417	$417	$417	$417	$417	5,000	-	Legal Fees
Copier Lease and Usage	5,000	$417	$417	$417	$417	$417	$417	$417	$417	$417	$417	$417	$417	5,000	-	Copier Lease and Usage
Internet and Phone Service	12,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	12,000	-	Internet and Phone Service
Cell Phone Service	18,000	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	$1,500	18,000	-	Cell Phone Service
Payroll Services	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	Payroll Services
Health Services	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	Health Services
Transportation	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	Transportation
IT Services	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	IT Services
Contracted SPED Services	757	$63	$63	$63	$63	$63	$63	$63	$63	$63	$63	$63	$63	757	-	Contracted SPED Services
Insurance	10,000	$833	$833	$833	$833	$833	$833	$833	$833	$833	$833	$833	$833	10,000	-	Insurance
Postal Charges	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	Postal Charges
Bank Charges	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	Bank Charges
Supplies & Materials																
Textbooks and Instructional Supplies	16,365	$1,364	$1,364	$1,364	$1,364	$1,364	$1,364	$1,364	$1,364	$1,364	$1,364	$1,364	$1,364	16,365	-	Textbooks and Instructional Supplies
Education Software	20,000	$1,667	$1,667	$1,667	$1,667	$1,667	$1,667	$1,667	$1,667	$1,667	$1,667	$1,667	$1,667	20,000	-	Education Software
Student Supplies	16,970	$1,414	$1,414	$1,414	$1,414	$1,414	$1,414	$1,414	$1,414	$1,414	$1,414	$1,414	$1,414	16,970	-	Student Supplies
Faculty Supplies	12,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	12,000	-	Faculty Supplies
Library Books	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	Library Books
Testing & Evaluation	3,473	$289	$289	$289	$289	$289	$289	$289	$289	$289	$289	$289	$289	3,473	-	Testing & Evaluation
Student Laptops	77,250	$6,438	$6,438	$6,438	$6,438	$6,438	$6,438	$6,438	$6,438	$6,438	$6,438	$6,438	$6,438	77,250	-	Student Laptops
Faculty Laptops	29,000	$2,417	$2,417	$2,417	$2,417	$2,417	$2,417	$2,417	$2,417	$2,417	$2,417	$2,417	$2,417	29,000	-	Faculty Laptops
Office Supplies	84,124	$7,010	$7,010	$7,010	$7,010	$7,010	$7,010	$7,010	$7,010	$7,010	$7,010	$7,010	$7,010	84,124	-	Office Supplies
Printing Paper	1,000	$83	$83	$83	$83	$83	$83	$83	$83	$83	$83	$83	$83	1,000	-	Printing Paper
Marketing Materials	5,000	$417	$417	$417	$417	$417	$417	$417	$417	$417	$417	$417	$417	5,000	-	Marketing Materials
Student Uniforms	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	Student Uniforms
Gifts & Awards - Students	1,471	$123	$123	$123	$123	$123	$123	$123	$123	$123	$123	$123	$123	1,471	-	Gifts & Awards - Students
Gifts & Awards - Teachers and Staff	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	Gifts & Awards - Teachers and Staff
Health Supplies	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	Health Supplies
Facility Related Expenses																
Rent	720,000	$60,000	$60,000	$60,000	$60,000	$60,000	$60,000	$60,000	$60,000	$60,000	$60,000	$60,000	$60,000	720,000	-	Rent
Utilities	123,396	$10,283	$10,283	$10,283	$10,283	$10,283	$10,283	$10,283	$10,283	$10,283	$10,283	$10,283	$10,283	123,396	-	Utilities
Custodial	60,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	60,000	-	Custodial
Waste	4,800	$400	$400	$400	$400	$400	$400	$400	$400	$400	$400	$400	$400	4,800	-	Waste
Faculty Furniture	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	Faculty Furniture
Student Furniture	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	Student Furniture
Internet/Network Equipment	30,190	$2,516	$2,516	$2,516	$2,516	$2,516	$2,516	$2,516	$2,516	$2,516	$2,516	$2,516	$2,516	30,190	-	Internet/Network Equipment
Other Equipment	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	Other Equipment
Building Decorum	37,121	$3,093	$3,093	$3,093	$3,093	$3,093	$3,093	$3,093	$3,093	$3,093	$3,093	$3,093	$3,093	37,121	-	Building Decorum
Tenant Improvements	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	Tenant Improvements
Other	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	Other
Other	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	Other
Other	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	Other
Other	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	Other
Other	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	Other
Other Charges																
Staff Recruitment	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	Staff Recruitment
Student Recruitment & Community Er	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	Student Recruitment & Community Engagement
Parent & Staff Meetings	-	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	-	-	Parent Meetings
Authorizer Fee	174,276	$14,523	$14,523	$14,523	$14,523	$14,523	$14,523	$14,523	$14,523	$14,523	$14,523	$14,523	$14,523	174,276	-	Staff Meetings
Other	871,380	$72,615	$72,615	$72,615	$72,615	$72,615	$72,615	$72,615	$72,615	$72,615	$72,615	$72,615	$72,615	871,380	-	Other
Debt Service																
Other	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Other	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Other	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Other	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Other	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total Operating Expenses	**2,356,573**	**196,381**	**196,381**	**196,381**	**196,381**	**196,381**	**196,381**	**196,381**	**196,381**	**196,381**	**196,381**	**196,381**	**196,381**	**2,356,573**	**-**	
Total Expenses	**5,493,340**	**457,778**	**457,778**	**457,778**	**457,778**	**457,778**	**457,778**	**457,778**	**457,778**	**457,778**	**457,778**	**457,778**	**457,778**	**5,493,340**	**-**	

Founders Classical Academy
New Charter School Application Budget Template
Year 2 Through 5 Budget

Revenue Assumptions

		Year 1	Year 2	Year 3	Year 4	Year 5
		2024-25	2025-26	2026-27	2027-28	2028-29
	Annual Revenue Increase	0.00%	10.00%	19.30%	27.80%	35.70%
	Cumultative Increase	100.00%	110.00%	131.23%	167.71%	227.59%

State Revenues	**Assumption**						**Assumption Notes**
Basic Education Program	$9,400	5,809,200	$6,390,120	$6,930,376	$7,424,158	$7,883,084	
BEP Transportation Component	$0	-	$0	$0	$0	$0	
BEP Capital Outlay	$0	-	$0	$0	$0	$0	
Other	$0	-	$0	$0	$0	$0	
Other	$0	-	$0	$0	$0	$0	
Federal Revenues							
Title I	$0	-	$0	$0	$0	$0	
Title II	$0	-	$0	$0	$0	$0	
Title III	$0	-	$0	$0	$0	$0	
NSLP	$0	-	$0	$0	$0	$0	
E-Rate	$0	-	$0	$0	$0	$0	
CSP Startup Grant	$0	-	$0	$0	$0	$0	
Other	$0	-	$0	$0	$0	$0	
Other	$0	-	$0	$0	$0	$0	
School Activity Revenues							
Other	$0	-	$0	$0	$0	$0	
Other	$0	-	$0	$0	$0	$0	
Other	$0	-	$0	$0	$0	$0	
Other	$0	-	$0	$0	$0	$0	
Other	$0	-	$0	$0	$0	$0	
		-					
Fundraising & Philanthropy		-					
Other	$0	-	$0	$0	$0	$0	
Other	$0	-	$0	$0	$0	$0	
Other	$0	-	$0	$0	$0	$0	
Other	$0	-	$0	$0	$0	$0	
Other	$0	-	$0	$0	$0	$0	
Total Revenues		**5,809,200**	**6,390,120**	**6,930,376**	**7,424,158**	**7,883,084**	

Founders Classical Academy
New Charter School Application Budget Template
Year 2 Through 5 Budget

Compensation

	Year 1 2024-25	Year 2 2025-26	Year 3 2026-27	Year 4 2027-28	Year 5 2028-29	Assumption Notes
Administrative Staff						
Principal/School Leader	90,000	92,700	95,481	98,345	101,296	
Assistant Principal	65,000	66,950	68,959	142,055	146,316	
Special Education Coordinator	55,000	56,650	58,350	60,100	61,903	
Deans, Directors	-	113,300	116,699	120,200	123,806	
Other (Specify in Assumptions)	145,000	149,350	153,831	158,445	163,199	Del Rey Exec. Dir & asst.
Total Administrative Compensation	**355,000**	478,950	493,319	579,145	596,520	
	-					
Instructional Staff						
Teachers	1,897,812	2,171,940	2,516,736	2,937,870	3,026,006	
Special Education Teachers	158,151	162,896	223,710	230,421	237,334	
Educational Assistants/Aides	114,000	117,420	120,943	124,571	128,308	
Elective Teachers	-	-	-	-	-	
Other (Specify in Assumptions)	35,000	36,050	37,132	38,245	39,393	Special aide
Total Instructional Compensation	**2,204,963**	2,488,306	2,898,520	3,331,107	3,431,040	
Non-Instructional Staff						
Clerical Staff	64,000	65,920	67,898	69,935	72,033	
Custodial Staff	-	-	-	-	-	
Operations	37,000	38,110	39,253	69,935	72,033	
Social Workers/Counseling	52,717	54,299	55,927	57,605	59,333	
Other (Specify in Assumptions)	50,000	51,500	53,045	54,636	56,275	Nurse
Total Non-Instructional Compensation	**203,717**	209,829	216,123	252,111	259,674	
Other Compensation	-	-	-	-	-	
Other Compensation	-	-	-	-	-	
Other Compensation	-	-	-	-	-	
Other Compensation	-	-	-	-	-	
Total Compensation	**2,763,680**	**3,177,084**	**3,607,962**	**4,162,363**	**4,287,234**	

Employer Benefits & Taxes

	Year 1 2024-25	Year 2 2025-26	Year 3 2026-27	Year 4 2027-28	Year 5 2028-29	Assumption Notes
Social Security	48,504	52,405	57,781	62,699	62,699	
Medicare	-	-	-	-	-	
State Unemployment	95,697	103,394	114,000	123,704	123,704	
Disability/Life Insurance	-	-	-	-	-	
Workers Compensation Insurance	13,109	14,164	15,616	16,946	16,946	
Other Fringe Benefits	-	-	-	-	-	
Medical Insurance	170,419	184,125	203,013	220,295	220,295	
Dental Insurance	-	-	-	-	-	
Vision Insurance	-	-	-	-	-	
TCRS Certified Legacy	-	-	-	-	-	
TCRS Certified Hybrid	-	-	-	-	-	
TCRS Classified Legacy	-	-	-	-	-	
TCRS Classified Hybrid	-	-	-	-	-	
Other Classified Retirement	45,358	49,006	54,033	58,632	58,632	
Other Retirement	-	-	-	-	-	
Total Employer Benefits & Taxes	**373,087**	**403,094**	**444,443**	**482,276**	**482,276**	

Founders Classical Academy
New Charter School Application Budget Template
Year 2 Through 5 Budget

Operating Expenses

		Year 1	Year 2	Year 3	Year 4	Year 5	
		2024-25	2025-26	2026-27	2027-28	2028-29	
	Annual Expense Increase	0.00%	1.00%	1.00%	1.00%	1.00%	
	Cumultative Increase	100.00%	101.00%	102.01%	103.03%	104.06%	
Contracted Services							**Assumption Notes**
Professional Development	$0	5,000	$5,050	$5,101	$5,152	$5,203	
Financial Services	$32,236	-	$0	$0	$0	$0	Incl. in CMO fee.
Audit Services	$0	13,000	$13,130	$13,261	$13,394	$13,528	
Legal Fees	$0	5,000	$5,050	$5,101	$5,152	$5,203	
Copier Lease and Usage	$0	5,000	$5,000	$5,050	$5,101	$5,152	
Internet and Phone Service	$23,420	12,000	$12,000	$12,120	$12,241	$12,364	
Cell Phone Service	$27,089	18,000	$18,000	$18,180	$18,362	$18,545	
Payroll Services	$0	-	$0	$0	$0	$0	Incl. in CMO fee.
Health Services	$0	-	$0	$0	$0	$0	
Transportation	$0	-	$0	$0	$0	$0	
IT Services	$0	-	$0	$0	$0	$0	Incl. in CMO fee.
Contracted SPED Services	$757	757	$861	$965	$1,069	$1,173	
Insurance	$0	10,000	$10,100	$10,201	$10,303	$10,406	
Postal Charges	$0	-	$0	$0	$0	$0	
Bank Charges	$0	-	$0	$0	$0	$0	
Supplies & Materials							
Textbooks and Instructional Supplies	$16,365	16,365	$18,271	$19,812	$21,684	$23,556	
Education Software	$20,000	20,000	$2,330	$2,353	$2,377	$2,401	
Student Supplies	$16,970	16,970	$1,977	$1,997	$2,017	$2,037	
Faculty Supplies	$0	12,000	$6,000	$6,060	$6,121	$6,182	
Library Books	$0	-					
Testing & Evaluation	$3,473	3,473	$3,950	$18,454	$20,010	$21,901	
Student Laptops	$0	77,250	$9,000	$9,000	$9,000	$18,000	
Faculty Laptops	$0	29,000			$1,500	$15,000	
Office Supplies	$84,124	84,124	$15,000	$15,000	$15,000	$15,000	
Printing Paper	$0	1,000					
Marketing Materials	$0	5,000					
Student Uniforms	$0	-					
Gifts & Awards - Students	$1,471	1,471	$1,486	$1,501	$1,516	$1,531	
Gifts & Awards - Teachers and Staff	$0	-					
Health Supplies	$0	-					
Facility Related Expenses							
Rent	$720,000	720,000	$720,000	$720,000	$1,530,000	$1,530,000	New facilities in year 3
Utilities	$123,396	123,396	$140,346	$157,296	$174,246	$191,196	
Custodial	$167,804	60,000	$60,000	$60,000	$60,000	$60,000	
Waste	$0	4,800	$4,848	$4,848	$4,848	$4,848	
Faculty Furniture	$0	-	$0	$0	$0	$0	
Student Furniture	$0	-	$0	$0	$0	$0	
Internet/Network Equipment	$1	30,190	$0	$0	$0	$0	
Other Equipment	$0	-	$0	$0	$0	$0	
Building Decorum	$37,121	37,121	$6,000	$6,000	$6,000	$6,000	
Tenant Improvements	$0	-	$0	$0	$0	$0	
Other	$7,535	-	$8,570	$9,605	$10,640	$11,675	Other operating expense.
Other	$0	-	$0	$0	$0	$0	
Other	$0	-	$0	$0	$0	$0	
Other	$0	-	$0	$0	$0	$0	
Other	$0	-	$0	$0	$0	$0	
Other Charges							
Staff Recruitment	$0	-	-	-	-	-	
Student Recruitment & Community Engagement	$0	-	-	-	-	-	
Parent & Staff Meetings	$0	-	-	-	-	-	
Authorizer Fee	$1	174,276	191,704	207,911	222,725	236,493	
Other	$1	871,380	958,518	1,039,556	1,113,624	1,182,463	CMO fee - includes many admin expenses like HR, IT, etc.
Debt Service							
Other	$0	-	-	-	-	-	
Other	$0	-	-	-	-	-	
Other	$0	-	-	-	-	-	
Other	$0	-	-	-	-	-	
Other	$0	-	-	-	-	-	
Total Operating Expenses		**2,356,573**	**2,217,190**	**2,349,371**	**3,272,079**	**3,399,855**	
Total Expenses		**5,493,340**	**5,797,369**	**6,401,776**	**7,916,718**	**8,169,365**	

Founders Classical Academy
New Charter School Application Budget Template
Year 0 & Years 1 through 5 Summary

Revenue Assumptions

	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5
	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
Starting Fund Balance		**128,580**	**444,440**	**1,037,191**	**1,565,791**	**1,073,231**
State Revenues	-	**5,809,200**	**6,390,120**	**6,930,376**	**7,424,158**	**7,883,084**
Federal Revenues	-	-	-	-	-	-
School Activity Revenues	-	-	-	-	-	-
Fundraising & Philanthropy	**1,300,000**	-	-	-	-	-
Total Revenues	**1,300,000**	**5,809,200**	**6,390,120**	**6,930,376**	**7,424,158**	**7,883,084**
Staffing	**280,000**	**2,763,680**	**3,177,084**	**3,607,962**	**4,162,363**	**4,287,234**
Employer Benefits & Taxes	**21,420**	**373,087**	**403,094**	**444,443**	**482,276**	**482,276**
Contracted Services	**150,000**	**68,757**	**69,191**	**69,978**	**70,772**	**71,573**
Supplies & Materials	**335,000**	**266,653**	**58,014**	**74,176**	**79,224**	**105,607**
Facility-Related Expenses	**335,000**	**975,507**	**939,764**	**957,749**	**1,785,734**	**1,803,719**
Other Charges	**50,000**	**1,045,656**	**1,150,222**	**1,247,468**	**1,336,348**	**1,418,955**
Debt Service	-	-	-	-	-	-
Total Expenses	**1,171,420**	**5,493,340**	**5,797,369**	**6,401,776**	**7,916,718**	**8,169,365**
Net Income	**128,580**	**315,860**	**592,751**	**528,600**	**(492,560)**	**(286,280)**
Ending Fund Balance	128,580	444,440	1,037,191	1,565,791	1,073,231	786,950

ATTACHMENT O

As **Attachment O**, present a budget narrative including detailed descriptions of budget assumptions, and revenue and expenditure projections, reflecting proposed growth over time. In this section include:

(a) How the proposed budget is adequate to ensure the proposed school model can be implemented fully and how it supports your theory of action concerning student achievement;

This budget is positioned to support a classical school model. The three key expense categories are Staffing, Facilities and Education Materials. We believe this budget is adequate based on our ability to add students according to our defined schedule. The greatest concern are years 0 and 1 and our ability to earn grants and raise the funds necessary to meet the cash flow required to staff and open the school so we have plugged in fairly conservative numbers for grant funds. Our focus is opening the school with for sections for grades K through 8 to ensure we have sufficient focus on meeting the Tennessee state student achievement requirements.

Our approach is a conservative approach to revenues and a more liberal application of expenses to ensure that operations remain within our established budgets. Any excess/reserve funds will be available to meet an unforeseen budget shortfall or unexpected expense and by year 3 we will be evaluating our long-term physical location. We do believe that with the success of the Founders we will need to find a physical facility that will meet the needs of the community regarding both location within the county and size of facility.

(b) An explanation of student enrollment and BEP projections;

Ideally, our student enrollment will begin with 618 students in year 1 and continue to grow to 906 students in year 5 as we increase one grade per year for the first 3 years (from K-8 to K-12) as well as adding classes to existing grades each year. We expect to add 72 students in year 2, 72 students in year 3, 72 students in year 4 and 72 students in year 5. The long-term goal is to support a school of 906 students that consists of 3 classes in each grade K-8 with 60-72 students per grade. This is a conservative estimate.

(c) An explanation of all anticipated funding sources, including grants, state, federal, and local per- pupil eligibility, other government resources, private fundraising, eRate, student fees, donations, etc.;

We are focused on soliciting private funding sources, or possible bridge loans to raise the estimated $1.3M necessary to launch the school. Our goal is to make the school self-sustaining, without the need to ongoing philanthropy. We have identified a few private sources, such as Charter School Growth Fund and The Walton Foundation, as possible sources for startup funding.

We have not included federal funding sources in any of our budgetary estimating due to its lack of reliability and our desire to remain very conservative in our revenue/funding estimates.

Grant – Federal	We do not have a direct line of sight to Federal grants at this time. Our expectation is to locate federal grants to support the establishment of the Charter. Any shortfall in Federal grants will need to be offset with Donations/Private Fundraising.
Grant – State	We do not have a direct line of sight to State of Tennessee grants and expect that 2022 will bring a new round of grants available to new Charter start-up funding.
Local Per Pupil	We expect to receive $9400 per pupil in Year 1 (2024), based on the average of the BEP funding for the 4 counties provided by the TDOE, and we expect this to increase by 3% per year during the first 5 years.
Private Fundraising	We have a letter of interest from a foundation for a $60,000 annual matching grant. Our annual private fundraising goal is $120,000 based on 50% coming from community and parent support and 50% from the matching grant. The family campaign is projected for 21 of the 160 families with the following participation: 10 at $500, 5 at $1000, 4 at $2500 and 2 at $5000. Note, any reduction in state or federal grant funding from our target will need to be made up through Private Fundraising campaigns.
Student Supplies and Activity Contributions	We anticipate two optional student contributions: $125 per student to cover in-room supplies and $50 per student annual activity contribution. The activity fund will be used to apply towards activities not addressed in the academic program. Both of these contributions are expected for 85% and 80% of the students respectively and the remainder will not be charged.
Donations	We do not anticipate Donations beyond Private Fundraising to meet our budget requirements, however we will rely on Donations to cover any shortfall from Grants.
E-Rate	We anticipate applying for and qualifying for an E- Rate grant for 20% discount on communication costs. We estimate this to be $1440 per year.

(d) An explanation of all anticipated expenditures including those identified in Section 3.1(d);

We have organized the operating expenses for the Founders Classical Academy into 4 main categories to support our mission. We have Compensation, Facilities, Materials (Education related materials), Services (Education related services) and other expenses (Authorizer and CMO fees).

We anticipate that expenses will increase by 3%-4% annually depending on the type of expense. We anticipate expenses will grow as the number of students increases.

	Year 1	Year 2	Year 3	Year 4	Year 5
Compensation	$3,136,767	$3,580,178	$4,052,405	$4,644,639	$4,769,510
Services	$68,757	$69,191	$69,978	$70,772	$71,573
Materials	$266,653	$58,014	$74,176	$79,224	$105,607
Facilities	$975,507	$939,764	$957,749	$1,785,734	$1,803,719
Other	$1,045,656	$1,150,222	$1,247,468	$1,336,348	$1,418,955
Total	$5,493,340	$5,797,369	$6,401,776	$7,916,718	$8,169,365

Compensation:

This category includes taxes and benefits. We are planning to open the school with 7 administrators. These administrators will manage the daily operation of the proposed school and will be responsible to run the day-to-day operations of the school. All of the administrators will report directly to the Head of School who in turn will report to the Del Rey Executive Director and volunteer Governing Board of Directors.

We will open with 36 classroom teachers and 3 aides, 2 Special Ed teachers, a SPED Director, and 504 interventionist. We will increase the numbers of teachers each year with the addition of new grades to 40, then 45, then ultimately 49. In year 3, we anticipate adding another SPED teacher, and an assistant Headmaster, along with an office aide in year 4.

	Year 1	Year 2	Year 3	Year 4	Year 5
Headmaster	1	1	1	1	1
Asst. HM	1	1	2	2	2
Dean	1	1	1	1	1
Office Mgr.	1	1	1	1	1
Office Aide				1	1
Registrar	1	1	1	1	1
Secretary	1	1	1	1	1
Nurse	1	1	1	1	1
SPED Dir.	1	1	1	1	1
504 Interv.	1	1	1	1	1
Teachers	36	40	45	49	49
Aides	3	3	3	3	3
SPED Tchrs	2	2	3	3	3
SPED Aides	1	1	1	1	1

Services:

This category comprises contracted services, with the exception of CMO fees, which are categorized under “Other” by the TDOE-provided worksheet. Common services such as accounting and payroll are included in our CMO fee.

Materials:

The materials include 2 key categories – Technology for students/faculty and books/supplies.

Our approach to technology is a lower interaction approach. We have heard from many parents in our focus groups that they would like teaching in the classroom and at home using textbooks and interactive tools/models. We will incorporate technology as needed and ensure students are able to navigate technology to access the annual assessment. Thus, we assume that each student will share technology with an average of 4 students (student to laptop ratio of 4:1).

Facilities:

This includes estimated rent for our building, as well custodial and waste services, some of which may be included in CAM fees for the building. Utilities are also included. We anticipate the need to expand into a larger building in year 4 and have increased the rent accordingly.

Other:

The "Other" category includes the allowed Authorizer fee, which is capped when our charter is authorized by a district. In the interest of being liberal with our expenses and allowing for worst-case scenarios, we have not capped this fee, as will be the case if we are authorized at the state level by way of appeal.

The 15% CMO fee is also include under this category, although it includes services such as accounting, payroll, and HR management. This fee applies to the first 500 student and decreases from there. However, again in the interest of being more liberal with our expenses, we have left this at 15% beyond 500 students.

(e) The systems, processes, and policies by which the proposed school will manage accounting, purchasing, payroll, and audits. Include any draft policies on financial controls;

We anticipate using a combination of Quickbooks and/or ResponsiveEd's enterprise accounting system for bookkeeping and financial reporting. All purchasing and payroll management will be handled through ResponsiveEd, with reporting provided to our salaried Executive Director for review and approval.

Our process will begin each year with an annual budget that will be agreed upon by the executive director and principal, and approved by the Board of Directors.

(f) How the proposed school will provide an independent annual audit of school-level operations and comply with other federal or state accounting and/or reporting requirements;

We have planned for $13,000 annually for the preparation of tax returns and annual filings of associated reports. We plan for an annual Audit of the financial controls and reports to be conducted by a Certified Public Accountant.

(g) The different roles and responsibilities of the proposed school's administration and governing board for school finances;

Key Roles and Administrators:
- Principal – Head of School
- Assistant Principal – Assistant head of school
- Executive Director
- Administration Manager
- Dean of Students – Student and parent coordination and behavior issues
- Special Education Coordinator

Board of Directors

- President
- Treasurer
- Secretary

Del Rey Education's executive director will review and approve of the income statement and balance sheet monthly and report to the Board Treasurer quarterly. ResponsiveEd's finance department will be responsible for maintaining the budget and ensuring that respective vendors are paid and the staff is paid by the applicable contractual deadlines.

The on-going management of the budget, bookkeeping and payroll will be the responsibility of ResponsiveEd's finance department. The Executive Director will obtain and document the co-approval of the Principal for all disbursements greater than $500. During any period where the co-approval cannot be obtained from the Principal, the Treasurer of the Board of Directors can provide the co-approval necessary for disbursements greater than $500.

(h) If there is a plan to outsource any financial management areas such as payroll, benefits, audits, fundraising, accounting, etc., include a statement on how you will choose and oversee the contractors;

Financial management, including payroll, benefits and accounting will be outsourced to ResponsiveEd as part of our CMO agreement. ResponsiveEd is a $230M nonprofit organization, in business for more than 20 years, and is trusted by the states of Texas and Arkansas to operate more than 80 charter schools, including several district turn-arounds. They have an unblemished reputation for fiscal responsibility, and have the expertise and systems necessary to most effectively manage the day-to-day financial operations of this Founders school, along with their 20 other Founders schools across Texas and Arkansas.

Oversight of ResponsiveEd's fiscal management will be accomplished through review of monthly reporting by Del Rey Education's Executive Director and Board Treasurer, as well as through an independent third-party audit which will be conducted annually and reviewed by the Del Rey Board.

(i) The level of financial expertise of the proposed school's internal and external team members;

Del Rey Education's Executive Director will possess experience in financial management, in particular as related to operating a school, as well as knowledge of double-entry accounting, fund accounting, and other Generally Accepted Accounting Practices. In addition, at least two of our board members have expertise in accounting and financial oversight, and recruiting for these skills will be a ongoing practice for board members.

(j) The proposed school's contingency plans to meet financial needs if anticipated revenues are not received or are lower than expected;

Should the revenue plans not be met based on the current plan, we anticipate turning to donations to meet the revenue shortfall. We will look to leverage our network for revenue ideas and connections into the community.

Additionally, the Founders Classical Academy will rely on a strong parent organization for fundraising. The parent organization will function alongside the Board of Directors, however, it will not be directed by the Board nor the school administration. Options for "bridge" financing from philanthropic organizations supporting education will also be explored.

Should the revenue plans not be met by any means, we would seek to reduce the expense budget by removing the 2 administrative staff and any additional variable expenses.

(k) The Year 1 cash flow contingency, in the event that revenue projections are not met in advance of opening; and

Should we not have sufficient cash on hand at day one or anytime in Year 1, we are prepared to seek a line of credit from a financial institution or other lending organization (or philanthropy) to provide a temporary solution for our cash flow needs until the funds are received from the Local funding source.

(l) How one or more high-needs students with disabilities might affect the budget and your plan to meet student needs that might be more than anticipated.

We have planned for two special educators (including ELL) for operation of the school in years 1-3, and three special educators (including ELL) in years 4 and 5. The budget in year 1 does not support a greater provision for student needs without either cutting somewhere in the budget or finding an additional source of year 1 revenue such as eligible local or state funds allocated for costs associated with high-needs students with disabilities. For years 4-5 we believe that we have sufficient room in the budget to allocate greater expenses to special education student needs.