

I. OPENING SECTION

A. Call to Order

B. Board Members in attendance: Director Franko () Director Kilbon ()
Board-Chair Kornfeld () Director Manguso () Secretary Nyberg ()

C. Agenda

II. AUDIENCE COMMENTS

III. OFFICER REPORTS

A. Secretary's Report

Motion to approve minutes from December 14th, 2016 meeting

Motion by: Seconded by:
Franko () Kilbon () Kornfeld () Manguso () Nyberg ()

B. Treasurer's Report

Motion to approve December 2016 financials

Motion by: Seconded by:
Franko () Kilbon () Kornfeld () Manguso () Nyberg ()

Motion to approve TPAAK Budget 2nd Revision

Motion by: Seconded by:
Franko () Kilbon () Kornfeld () Manguso () Nyberg ()

C. Executive Summary (Lewicki, Montoya, Keigan)

D. TES Corporate Report (Hatrick)

II. OLD BUSINESS

A. Resignation of Board Member

Motion to approve resignation of Board Member Andy Franko

Motion by: Seconded by:
Franko () Kilbon () Kornfeld () Manguso () Nyberg ()

B. Enrollment Policy Regulation

Motion to approve regulation to the enrollment policy allowing for administration to enroll students after October Count based on available seats according to the staffing model in the current board approved budget.

Motion by:

Seconded by:

Franko () Kilbon () Kornfeld () Manguso () Nyberg ()

C. Wheaton Letter of Intent

Motion to approve terms in Letter of Intent provided by Keith King in letter Re: Lease for 2017-2018 School Year dated 1-5-2017

Motion by:

Seconded by:

Franko () Kilbon () Kornfeld () Manguso () Nyberg ()

III. NEW BUSINESS

A. Discussion of TES Provided Services

IV. CLOSING SECTION

A. Adjourn

**T.R. Paul Academy of Arts and Knowledge
aka Northern Colorado Academy of Arts and Knowledge
4512 McMurry Dr. Fort Collins, CO 80525**

Board Meeting Minutes for Wednesday, December 14th, 2016
4512 McMurry Drive, Fort Collins, Colorado, 80525
First Floor Room 101A
Start Time of 4:00 pm

I. OPENING SECTION

- A. Call to Order at 16:09
- B. Board Members in attendance: Director Franko (Present)
Director Kilbon (Present) Board-Chair Kornfeld (Present)
Treasurer Manguso (Present) Secretary Nyberg (Absent)
- C. Agenda- Approve with Franko resignation request added as discussion item.
Motion by Franko Second by Manguso
Director Franko (Aye) Director Kilbon (Aye)
Board-Chair Kornfeld (Aye) Treasurer Manguso (Aye)
Secretary Nyberg (Absent)

II. AUDIENCE COMMENTS (None)

III. OFFICER REPORTS

- A. Secretary's Report
 - Motion to approve minutes from November 9th 2016 meeting
 - Motion by Franko Second by Manguso
 - Director Franko (Aye) Director Kilbon (Aye)
 - Board-Chair Kornfeld (Aye) Treasurer Manguso (Aye)
 - Secretary Nyberg (Absent)
- B. Treasurer's Report
 - 1. Motion to approve amended November 2016 financials
 - Motion by Franko Second by Manguso
 - Director Franko (Aye) Director Kilbon (Aye)
 - Board-Chair Kornfeld (Aye) Treasurer Manguso (Aye)
 - Secretary Nyberg (Absent)
- C. Executive Summary (Lewicki, Montoya, Keigan)
 - Lease discussions with CEC continue for Wheaton facility. CAM costs do present a concern. Staff have been organized into four committees: Wheaton, Enrollment, Retention, and Fundraising. Wheaton committee will plan facility transition. Enrollment committee will focus on new student cultivation. Retention committee will focus on current student expectations. Fundraising committee will focus on grants and donation opportunities.

Attention will be paid by all our school's strong aspects and the benefits our students gain from those aspects. Particularly the schools: arts focus- which allows for creative thinking and problem solving, small size- which allows for individualized evaluation and tailored learning plans, social studies- which allows for critical analysis and cultural understanding.

IV. Action Items

A. Kindergarten Tuition

Motion to Waive Kindergarten tuition fee for faculty

Motion by Franko Second by Kilbon

Director Franko (Aye) Director Kilbon (Aye)

Board-Chair Kornfeld (Aye) Treasurer Manguso (Aye)

Secretary Nyberg (Absent) MOTION PASSED

B. Funds Distribution

Motion to approve resolution designating James Lewicki and Shannon Keigan as persons authorized to disburse school funds

Motion by Franko Second by Kilbon

Director Franko (Aye) Director Kilbon (Aye)

Board-Chair Kornfeld (Aye) Treasurer Manguso (Aye)

Secretary Nyberg (Absent) MOTION PASSED

C. Staff Authority

Motion to approve resolution delegating staffing authority to James Lewicki

Motion by Franko Second by Kilbon

Director Franko (Aye) Director Kilbon (Aye)

Board-Chair Kornfeld (Aye) Treasurer Manguso (Aye)

Secretary Nyberg (Absent) MOTION PASSED

D. Enrollment exception

Motion to approve exception to enrollment deadline for new students in specific classes.

Motion by Franko Second by Manguso

Director Franko (Aye) Director Kilbon (Aye)

Board-Chair Kornfeld (Aye) Treasurer Manguso (Aye)

Secretary Nyberg (Absent) MOTION PASSED

V. Discussion

Director Franko request resignation from the board. It was noted that Andy's primary role on the board was to aid with a multi-year renewal from CSI. This item will be presented for vote at next board meeting.

VII. CLOSING SECTION

A. Adjourn at 17:41

Executive Summary 1.10.2017

Renewal:

- Attached is the renewal contract. Please review. Any comments of proposed revisions need to be submitted by Friday, January 13th. The contract will be finalized by January 27th and will be discussed on February 6th at the CSI Performance Management Committee Meeting. It will be approved by the CSI Board on February 14th.
- **Condition #1** Submit Letter of Intent or lease for new location. Due January 13, 2017. **Will be submitted pending action at 1/11/2017 Board Meeting**
- **Condition #2** The MOU with Tatanka has been revised. Describe exactly how the services with Tatanka have changed and submit the final MOU. Provide confirmation that the School Board retains the authority to select and dismiss employees, and that the School Board remains responsible and accountable for all operations, compliance, and performance of non-instructional component such as finance, facilities, and operations. Due December 15, 2016. **Completed**
- **Condition #3** Submit confirmation of waivers for inclusion in contract exhibits. Note: CRS 22-32-109(1)(n)(II)(A) is no longer an automatic waiver, so a replacement plan is needed if the School desires to maintain this waiver. Due January 13, 2017. **Submitted, awaiting approval.**

UIP:

- Verbal update from James

Curriculum:

- Verbal update from James

Assessment/Data:

- MOY DIBELS testing wrapped up before winter break, and we are in the process of retesting students in the red and yellow to identify who might need a READ plan. A breakdown of this data will be available at the February meeting. Teachers are also digging into the data of their green students, as in the past, TPAAK has struggled to show significant growth of students already at benchmark.

- Scantron testing just began, and will continue through the month of January. Data will be available at the February meeting.
- Stefanie Hutchinson will be administering the ACCESS state assessment for our ELL students in the month of January as well.
- James, Connie, Stefanie, and Megan have started PARCC prep small groups for ELA and Math, and Jami will further differentiate for students who may be struggling with the practice tests.

Personnel and Professional Development:

- Staff will receive training on Friday on Understanding and Responding to Sexual Behavior of Children, provided for free by the CDPS.
- Stefanie Hutchinson, Jami Montoya and up to two classroom teachers will be attending "Classroom Strategies for Teaching English Language Learners & Overview for English Language Development Planning" hosted by the CLCS on January 17. This PD, along with sub costs, will be paid for using our ELPA PD funds.

Enrollment:

	Potential Re-Enroll	New Applicants	Total
1/2 K	0	1	1
Full K	0	12	12
1st	41	2	42
2nd	36	5	42
3rd	26	0	29
4th	29	1	30
5th	42	1	45
Total	174	22	196

Facilities:

- Discussion to occur during Wheaton Letter of Intent discussion

School Safety

- A lock down drill was held 1/9/2017 by all three schools within the facility. The drill went fairly smoothly but also highlighted some areas that needed additional training on that have already been addressed.
- Shannon, Jami and Jada be attending a school safety training with CSSRC beginning tomorrow, 1/12/2017 and February and will be the basis of a School Safety Team that will be tasked with reviewing and updating our current plan as well as preliminary updates incorporating a new facility.

IT:

- The firewall has been installed, however, there was a change in ownership of the company the firewall was purchased from, so the original quote is no longer correct and the school will have to pay an additional \$284 to activate the license.

Discipline:

- There was not enough data for a reliable report for January. Updates will come during the February meeting.

Fundraising:

- An additional Book Fair has been scheduled during the February Paragon night. We will let families know that all funds raised during the fair will go towards the new library space at Wheaton.
- Box Tops raised close to \$400 for the first semester—huge thanks to Gillian Bliss for all her work on this!

CHARTER SCHOOL RENEWAL AGREEMENT

BETWEEN

THE COLORADO CHARTER SCHOOL INSTITUTE

AND

T.R. PAUL ACADEMY OF ARTS & KNOWLEDGE

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DRAFT

CHARTER SCHOOL RENEWAL CONTRACT

This charter school renewal contract (the “Contract”) is effective on **February 14, 2017** by and between the State Charter School Institute (the “Institute” or “CSI”) and **T.R. Paul Academy of Arts & Knowledge** (the “School”) for the renewal of a Charter School, organized as a Colorado nonprofit corporation, located in **Fort Collins, CO**.

SECTION 1: RECITALS

WHEREAS, the Colorado General Assembly has enacted the Charter Schools Act (the “Charter Schools Act”), **CRS 22-30.5-101 *et seq.***, allowing for the creation and operation of charter schools within the state by its terms and for certain purposes as enumerated in **CRS 22-30.5-102(2) & (3)**;

WHEREAS, The Colorado General Assembly has subsequently enacted **CRS 22-30.5-501 *et seq.***, (the “State Charter Institute Act”) authorizing the creation of the Institute and empowering the Institute to enter into charter school contracts as specified therein;

WHEREAS, pursuant to **CRS 22-30.5-503(1)(b)(III), 22-30.5-504(1) and 22-30.5-508(1)**, the Institute has the authority to approve applications to establish charter schools in the State of Colorado and thereafter to enter into contracts with such schools setting forth the terms and conditions under which a charter school is to operate;

WHEREAS, on October 21, 2016, CSI received a charter renewal application from T.R. PAUL ACADEMY OF ARTS & KNOWLEDGE (“TPAAK”);

WHEREAS, the renewal application was examined in accordance with national best practices for charter school application review;

WHEREAS, CSI staff analyzed all available cumulative annual and interim student performance data, school financial performance data, governance/operations data, and other outcomes data covering the full term of TPAAK’s contract;

WHEREAS, during the summer of 2016, the school was notified along with all renewal schools that the foundation for the renewal analysis and decision-making would be the CSI Annual Review of Schools (CARS);

WHEREAS, on November 14, 2016, the school received its preliminary Annual Performance Report (APR) summarizing cumulative academic, financial and operations information and its CSI Accountability Rating;

WHEREAS, during fall 2016 the school had the opportunity to provide additional information related to the CARS rating and the annual review documentation;

WHEREAS, on December 5, 2016, CSI staff provided a copy of the attached staff recommendation, recommending renewal, to both TPAAK and the CSI Board;

WHEREAS, on December 5, 2016, the CSI Board Performance Management Committee convened to discuss the application and the staff recommendation, and the recommendation was forwarded to the full Board for consideration at the December 13, 2016 CSI Board Meeting;

WHEREAS, the CSI Board has fully considered the renewal request from TPAAK, as well as the recommendation report from CSI staff, and all the additional information provided by TPAAK;

WHEREAS, on **December 13, 2016**, the Institute approved the Renewal Application, subject to certain conditions and negotiation and execution of a contract acceptable to the Institute and to the School, as reflected in Institute Resolution # **1615**, which is attached hereto as **Exhibit A** and is incorporated by reference herein;

WHEREAS, this Contract, together with the Original Charter Application (the "Application") and Renewal Application (both as modified and incorporated by reference herein) and with the attachments and exhibits thereto, contains all terms, conditions and provisions hereof and the entire understandings and all representations of understandings and discussions of the parties relating thereto, and all prior representations, understandings and discussions are merged herein and superseded and canceled by this Contract; and

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements contained herein, the parties agree as follows:

AGREEMENT

SECTION 2: THE SCHOOL

2.1 Parties. This Agreement is entered into between the Board of Directors of the School ("School Board") and the Institute. The person authorized to sign on behalf of the School is the Chair of the School Board and as attested by the Secretary of the School Board. The person authorized to sign on behalf of the Institute is the Chair of the Board of Directors of the Institute and as attested by the Secretary of the Board of Directors.

2.2 Term. This Contract is effective as of **July 1, 2017** and is to terminate on **June 30, 2019**. **If the school maintains at least an Improvement rating on the 2017 CDE and CSI Performance Frameworks and attains a Performance rating on the 2018 CDE and CSI Performance Frameworks, the contract will be extended by two additional years, through June 30, 2021. If the school fails to meet the performance metric, the School will not be eligible for the automatic extension and the initial contract will end June 30, 2019.** This Contract may be renewed in accordance with the State Charter Institute Act, the Institute rules, and as set forth in **Section 11** below. Although this Contract is for operation of the School as a charter school for a

period of 2 years, any financial commitment on the part of the Institute contained in this Contract is subject to annual appropriation by the General Assembly and the parties agree that the Institute has no obligation to fund the financial obligations under this Contract other than for the current year of the Contract term; and that the Institute has not irrevocably pledged and held for payment sufficient cash reserves for funding the School at or above the per pupil allocation or for providing services described herein for the entire term of the Contract.

2.3 Charter School Legal Status. The School represents that it is and shall maintain its status as a Colorado nonprofit corporation in accordance with **CRS 22-30.5-507** and the Colorado Revised Nonprofit Corporation Act. The School is to remain organized and maintained as a separate legal entity from the Institute for all purposes of this Contract. As provided by the Charter Schools Act, the School will constitute a public school in Colorado. Notwithstanding its existence as a separate legal entity, the educational programs conducted by the School are considered to be operated by the School as a public school under the legal supervision of the Institute. As such, the School is subject to Colorado laws and Institute policies that are applicable to public schools unless waived in accordance **Section 5.10** of this Contract.

2.4 Contacts. Each year, the School shall submit a contact identification form in accordance with Institute procedures which identifies a primary School contact in addition to contact information for Board members and other key School personnel. The Institute will follow the information provided on the contact identification form in communicating with the School, but reserves the right to communicate with other School personnel or School Board members depending on the nature and subject matter of the communication. The School agrees to timely notify the Institute of any material changes to the information provided on the contact identification form. Formal notices shall be sent in accordance with **Section 12.8** below.

Commented [KT1]: This section is new but is consistent with CSI practice

SECTION 3: INSTITUTE-SCHOOL RELATIONSHIP

3.1 Institute Responsibilities and Rights

A. **Oversight Authority.** The Institute shall have broad oversight authority over the School pursuant to **CRS §§ 22-30.5-503(5), 505 and 507(2)**, and the State Board of Education (the “State Board”) shall also have general supervision of the School pursuant to **CRS § 22-30.5-503(6)**. The School shall be accountable to the Institute and is subject to all applicable federal and state laws, regulations of the State Board and the Colorado Department of Education, and Institute policies and regulations unless specifically waived.

B. **Right to Review.** To fulfill its accountability responsibility, all records established and maintained in accordance with the provisions of this Contract, policies and regulations, and federal and state law and regulations shall, subject to the limitations set forth below, be open to inspection and review and made available in a timely manner to Institute officials who have legitimate educational interests in such records within the meaning of the Family Educational Rights and Privacy Act (“FERPA”). Records include, but are not limited to, the following:

- i. School records including, but not limited to, student cumulative files, policies, special education and related services;
- ii. Financial records, including bank statements;
- iii. Educational program, including test administration procedures and student protocols;
- iv. Interim assessment measures;
- v. Personnel records, including evidence that criminal background checks have been conducted;
- vi. School operations, including health, safety and occupancy requirements; and
- vii. Inspection of the facility.

Further, this Contract makes explicit the Institute's right to make announced or unannounced visits to the School to fulfill its oversight responsibilities. Records must be maintained in Colorado and Institute staff must be granted unlimited access to any electronic student record systems.

Notwithstanding anything to the contrary herein, the Institute shall not have access to (1) documents constituting communications with the School's attorney and which are protected by attorney client privilege, or attorney work product doctrine; or (2) documents that would otherwise be executive session minutes, or attorney client consultation in executive session or subject to a work product exception, or other confidential attorney client communications, in whatever form, relating to negotiations with the Institute.

C. **Complaints.** In accordance with Institute policy, complaints received by the Institute will first be directed to the School's administration and then to the School Board for resolution. Where a grievant has followed the School's Grievance Policy and escalates the complaint to the Institute, the Institute agrees to notify the School and, if appropriate, the School Board of any formal complaint within five (5) business days of receipt of the complaint and will include information about the substance of the complaint. Due consideration shall be accorded to any complainant's request for anonymity.

D. **Feedback about Progress.** The Institute will provide information to the School about its status in relationship to the requirements contained in **Section 7** in accordance with the CSI Annual Review of Schools and associated timelines.

E. **Access to Data and Information.** The Institute will timely provide the School with access to any data and information pertaining to the School that it receives from the State or other sources including but not limited to test scores, Exceptional Student Education Act data, school improvement status, accreditation, special education, and funding information.

F. **Accreditation Data and Process.** No later than five (5) business days following the receipt of the information, the Institute shall provide to the School the data

used by the Colorado Department of Education (“Department”) to conduct its analysis of the School’s performance and the Department’s initial recommendation considering the type of performance plan the School should be required to implement. The Institute shall give due consideration to any appeal made by the School to the plan assignment, provided that the School has submitted valid and reliable data for consideration in accordance with a reasonable deadline established by the Institute. The Institute shall present any appeal it reasonably determines to be valid to the Department in accordance with **CCR 301-1-10.03**. No later than five (5) business days following the receipt of the information, the Institute shall provide to the School the final plan assignment determination that the School shall implement. No later than ten (10) business days following approval by the Institute Board, the Institute shall provide to the School the final accreditation status assigned to the School and the Institute’s assessment of the progress made by the School toward the goals and objectives set forth in **Section 7** of this Contract.

3.2 School Responsibilities and Rights

A. **Records.** The School shall comply with applicable federal and state laws concerning the maintenance, retention and disclosure of student records, including, but not limited to, the Colorado Open Records Act, **CRS 24-72-201 et seq.**, and the **Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g**. The School further agrees to assist and cooperate with the Institute in accessing or reviewing any records as part of its oversight responsibility or to address its compliance requirements.

Student records include but are not limited to immunization records, class schedules, records of academic performance, IEP and 504 records, disciplinary actions, attendance and standardized test results and documentation required under federal and state law regarding the education of students with disabilities. The School agrees to maintain up-to-date information about enrolled students in the School’s online student data systems. All paper records shall be maintained at the School and shall be open to inspection, consistent with law, during reasonable business hours.

B. **Notice to the Institute.**

Timely Notice: The School will timely notify the Institute (and other appropriate authorities) in the following situations:

- i. The discipline of employees at the School arising from misconduct or behavior that may have resulted in harm to students or others, or that constituted violations of law; and
- ii. Any complaints filed against the School or its employees, administration, or Board members by any governmental agency.

Immediate Notice: The School will immediately notify the Institute of any of the following:

- i. Conditions that may cause it to vary from the terms of this Contract, applicable Institute requirements, or federal or state law;
- ii. Any circumstance requiring the unplanned extended closure of the School, including, but not limited to, a natural disaster, such as an earthquake, storm, flood or other weather related event, other extraordinary emergency, or destruction of or damage to the school facility;
- iii. Any circumstances requiring lockdown, emergency drills or any other action that may affect school health or safety;
- iv. The arrest, dismissal or resignation of any members of the School Board or School employees for a crime punishable as a felony or any crime related to the misappropriation of funds or theft;
- v. Misappropriation of funds;
- vi. A default on any obligation, which will include debts for which payments are past due by sixty (60) days or more; and
- vii. Any change in the School Board's corporate status with the Colorado Secretary of State's Office or status as a **501(c)(3)** tax-exempt organization.

C. **Compliance.** The School will comply with all applicable federal and state laws, regulations and rules, local ordinances, and Institute policies, except to the extent that the School has obtained waivers from state law and Institute policies in accordance with **Section 5.10** below. The School is expected to be aware of the federal and state laws and Institute policies with which the School must comply. Noncompliance will be addressed through the Institute's school compliance policy. A compliance attestation document will be provided to the School Board chair for signature on a yearly basis. The Institute reserves the right to conduct audits and require submission of certain documents or assurances in order to monitor compliance.

D. **Reports.** The School will timely provide to the Institute any reports necessary and reasonably required for the Institute to meet its oversight and reporting obligations. Required reports include, but are not limited to, those listed on the CSI online compliance calendar (or its replacement) with projected due dates for the current school year. Timely notification will be provided by the Institute when due dates are changed or if additional reports are required by the federal government or the Colorado Department of Education ("CDE"). The Institute will continuously update the list of required reports and due dates and provide this information to the School via the CSI online compliance calendar (or its replacement). Failure by the School to provide reports by set deadlines may constitute a material breach of the Contract in accordance with Institute compliance policies and procedures, and the Institute may take action under **Sections 3.5 or Section 11** of this Contract.

E. **Indemnification.** To the extent permitted by law and not covered by insurance or not otherwise barred by the Colorado Governmental Immunity Act, the School Board and the School agree to indemnify and hold the Institute and its employees, directors, officers, agents, and assigns harmless from all liability, claims and demands of third parties arising on account of personal injury, sickness, disease, death, property loss, infringement on intellectual property rights or damage or any other losses of any kind

whatsoever to the extent the same are proximately caused by any act, error, or omission, whether negligent, grossly negligent, intentional or otherwise, of any of its employees, directors, officers, agents, assigns, subcontractors, and representatives. The Institute may withhold funds for damages, attorneys' fees, costs and expenses incurred in connection with any pending or threatened suits, actions, grievances, charges or proceedings. The forgoing provision will not be deemed a relinquishment or waiver of any kind of applicable bar or limitation liability provided by the Colorado Governmental Immunity Act or other law. This clause shall apply to disputes that arise post-termination of the contract between the Institute and the School for claims arising relating to the contract.

3.3 Procedures for Contract Amendments. If the Institute requests a change to this Contract, the Institute will send written notice to the School in accordance with **Sections 12.2 and 12.8**. The School will have 60 days to review and accept or reject the proposed changes.

Except as otherwise specified in the Contract, if the School desires any changes to this Contract, the School shall submit a written request, in a form and manner prescribed by the Institute Governing Document Modification process (or its replacement), which request shall, at a minimum, identify the change being requested, the rationale for the proposed change, and a description of all considered academic, organizational, and financial impacts.

The Institute shall have 60 days to review and accept or reject any complete request for contract modification. Failure to receive advance approval for such changes may be considered a material breach of the Contract.

3.4 Voluntary Dispute Resolution. The parties may choose to attempt to resolve disputes arising out of the implementation of this Contract, and not subject to immediate appeal to the State Board, by means of the dispute resolution process set forth in this Section. Should both parties agree to pursue dispute resolution, they further agree that they shall continue without delay to their performance under this Contract, except for any performance which may be directly affected by such dispute.

- i. **Informal negotiation.** If both parties agree to dispute resolution, authorized representatives of the Institute and the School will meet to discuss a possible resolution to the dispute.
- ii. **Formal notification of dispute.** If the dispute is not resolved through informal negotiation, either party may submit to the other a written notice identifying the specific action with which it disagrees, any Contract provision which it alleges has been breached, and the specific corrective action it wishes the other party to take. Such notice must be given within twenty (20) days of the time the party knew or should have known of the action at issue and that informal resolution under **Section 3.4(i)** was unsuccessful.
- iii. **Mediation.** If the parties are unable to negotiate a resolution to the dispute within ten (10) business days of receipt of such formal notice, either party may request mediation. The party making the request will notify the other party of the request in writing. Within one calendar week of receipt of notice by the

other party, the authorized representatives of the parties will attempt to agree on a mediator. If the parties through their representatives fail to reach an agreement within one calendar week after the first attempt to agree, they will request appointment of a mediator by the American Arbitration Association or such other organization as may be mutually agreed upon.

- iv. **Procedure.** Within thirty (30) days of appointment, the mediator will conduct a hearing limited to the issues raised in the notice required by **Sections 3.4(ii)**. The mediator will have authority to make procedural rules and will issue a report to the parties within thirty (30) days after the close of the hearing. Such report will contain findings and a recommendation regarding the issue(s) in dispute. The mediator's recommendation will be forwarded to the Institute and to the School. This shall not be deemed the "release" of the mediator's recommendation.
- v. **Institute Board action.** If the parties are unable to negotiate a resolution, the Institute Board will make a decision on the matter and release the mediator's recommendation. The Institute Board's action on the recommendation will be final and binding, subject only to such appeal as may be authorized by law.
- vi. **Institute's authority.** The dispute resolution process set forth in this Contract will not be required prior to the exercise of any contractual right or statutory authority by the Institute Board, including remedial authority for any material breach of this Contract, such as proceedings to revoke or not renew the Contract.
- vii. **Failure to Advance the Process.** Failure to advance the process within the time specified in **Section 3.4** will be deemed a waiver of any right to contest an action covered by this procedure with respect to the specific action at issue and will forever bar any claim or proceeding related to such action. In other words, if a party fails to advance the process within the time specified, that party has no right to complain that the process has moved ahead. However, notwithstanding this provision, the parties may agree in writing to extend any of the time limits for a specified period.
- viii. **Costs shared.** The parties will share equally the costs of mediation, including any per diem expenses, plus any actual and necessary travel and subsistence expenses. A party who unilaterally cancels or withdraws from a scheduled mediation will pay the full cost of any fees assessed by the mediator.

3.5 Other Remedial Courses of Action. The Institute may revoke or deny renewal of the Contract for any of the grounds set forth in **CRS22-30.5-511** and **1 C.C.R. 302-1, Rule 10.00**. In accordance with Institute policy, the Institute may, at its sole discretion, take other remedial actions prior to initiating revocation procedures in accordance with **Section 11**. Remedies include, but are not limited to, those listed below. These remedies may be applied individually, in succession, or simultaneously.

- i. **Withholding of some or all of the funds due to the School.** This action may be taken in situations as allowed by **CRS 22-30.5-105(2)(c)(IV)**, which include failure to submit reports and budgets listed on the CSI online compliance calendar (or its replacement) or as otherwise required by law, regulation, or

Commented [KT2]: Reworked this whole section to clean up

- Institute policy by the established deadlines.
- ii. **Seeking or requiring technical assistance** from the Colorado Department of Education or another organization if the School is required to prepare and implement a priority improvement plan or turnaround plan.
 - iii. **Requesting that the Commissioner** issue a temporary or preliminary order in accordance with **CRS 22-30.5-701 *et seq.***,
 - iv. **Taking immediate control of the School or some portion thereof.** Notwithstanding any other provision of this Contract, in the case of any breach which the Institute determines in good faith poses a serious threat to the School or Institute students, the community, or the property rights of the Institute or School, the Institute may, but is not required to, take immediate control of the School pursuant to **CRS 22-30.5-703**, and may exercise any portion or all power and authority over the School for such period of time as may be necessary to deal with such threat. These additional rights of the Institute will continue during the pendency of any dispute resolution process with respect to any alleged breach.
 - v. **Notice of breach.** This action will be initiated as deemed necessary by the Institute and in accordance with the procedures described in the Institute's school compliance policy and CSI rules. A Notice of Breach shall state the deficiency and the basis for it and provide an opportunity for the School to contest the deficiency, may place the School on Intensive Monitoring, and/or may provide the School with an opportunity to cure the deficiency within a reasonable timeframe prescribed by the Institute. The Institute reserves the right to require the submission of a plan to remedy the deficiency. Upon the written request of the Institute, the School shall develop a plan to remedy the failure or deficiency and submit it to the Institute for review and comment. The plan may be revised at the discretion of the School, with the agreement of the Institute. If the Institute reasonably determines that the plan is not effective in remedying the deficiency, the Institute may require the School to review and revise the plan or may proceed with revocation or any other remedial action the Institute deems necessary.

3.6 Institute Violations of State Charter Law or Breaches of This Contract. If the School believes that the Institute has violated any provision of this Contract or charter school law, the School shall send the Institute notice of the violation and provide an opportunity to cure. The notice will state the deficiency and the basis for the notice, shall provide an opportunity for the Institute to contest the deficiency, shall set forth a reasonable timeframe for remedying the deficiency, and shall set forth the expected results. If the Institute does not remedy the violation or breach, the School may initiate the dispute resolution procedures outlined in **Section 3.4** or seek other remedies provided by law.

SECTION 4: SCHOOL GOVERNANCE

4.1 Governance. The School shall be governed by a Board of Directors of the School ("School Board"), which shall remain incorporated as a Colorado Nonprofit Corporation. The School Board members are fiduciaries of the School and shall operate in accordance with

the School Corporation's Articles of Incorporation and Bylaws, which articles and bylaws shall not conflict with the School's obligation to operate in a manner consistent with this Contract and applicable state and federal laws. The School's Articles of Incorporation and Bylaws are attached to this contract as **Exhibit B**. The Articles of Incorporation and Bylaws or the corporation will provide for governance of the operation of the School in a manner consistent with this Contract and state and federal law. The School Board shall follow the requirements of the Colorado Revised Nonprofit Corporations Act in amending its articles of incorporation and bylaws and shall provide the Institute with notice of any such changes within 10 days of any such ratification or adoption by the School Board.

4.2 Corporate Purpose. The purpose of the School will be limited to such purposes as are set forth in its articles of incorporation as a nonprofit Colorado corporation and as may be accepted and approved by the IRS with regard to its status as an exempt organization under **Section 501(c)(3)** of the Internal Revenue Code.

4.3 Transparency. The School Board and the School acknowledge and agree that the School is subject to the Colorado Sunshine Act (**CRS 24-6-401 et seq.**) and the Colorado Open Records Act (**CRS 24-72-100.1 et seq.**) and any subsequent amendments thereto. The School shall make the School Board-adopted policies, meeting agendas and minutes and related documents readily available for public inspection, including the online publication of School Board meeting minutes, agendas, and meeting notices. Public notice of all regular and special meetings shall be given and posted in accordance with law. The Institute reserves the right to require submission or perform an audit of Board materials, including but not limited to, notices, agendas, and meeting minutes.

Additionally, to promote transparency, the School shall ensure that the following information, at a minimum, is easily accessible on the School's website:

- i. School Board membership and contact information for the School Board Chair; and
- ii. Governing Board meeting calendar.

4.4 Conflict of Interest Policy. The School shall adopt and strictly enforce a conflict of interest policy which preserves the mission and vision of the School and shall address nepotism, excessive compensation, and any other potential conflicts of interest.

4.5 Grievance Policy. The School shall adopt a grievance policy for resolution of public complaints consistent with Institute policy. The policy must provide an opportunity for comment by the grievant in public hearing on the matter and an appeal process. The final administrative appeal will be heard by the School Board, not the Institute Board, subject to review by the Institute in appropriate circumstances and in line with the Institute's conflict resolution policy. The Institute may require the School to modify the proposed grievance policy prior to approval, but such approval will not be unreasonably withheld. Any material changes to the School's grievance policy may be made only with the approval of the Institute in accordance with **Section 3.3** and the School Board.

Commented [KT3]: Please note this new requirement. This is required so that we are appropriately able to direct any parents/community members who call to file a grievance or ask for school board information.

SECTION 5: OPERATION OF SCHOOL AND WAIVERS

5.1 Operational powers. The School shall be responsible for its own operations including, but not limited to, fiscal matters, preparation of a budget, contracting for services including legal representation and independent auditing, and personnel matters; leasing or purchasing facilities for the School; accepting and expending gifts, donations or grants of any kind in accordance with such conditions as may be prescribed by the donor as are consistent with law and this Contract; and adoption of policies and bylaws consistent with the terms of this Contract. The School may contract with third party providers for operational and administrative services to the extent permitted by law and the Contract, in accordance with **Section 8.8** below. The School may negotiate and contract with a School District, the governing body of a state college or university, a school food authority, or any third party for the use, operation and maintenance of a school building and grounds, and the provision of any service, activity or undertaking that the School is required to perform in order to carry out the educational program described herein, subject to the Institute's prior right to review such contracts.

5.2 Performance Evaluations. The School Board shall conduct a performance evaluation of the lead administrator ("School Leader") at least annually in accordance with **C.R.S. §22-9-106**, unless waived, in which case a replacement plan and rationale shall be submitted and approved in accordance with **Section 5.10** and the School Board shall operate in compliance with such replacement plan. The School Leader or his/her designee shall conduct performance evaluations of the School's employees at least annually in accordance with **C.R.S. §22-9-106**, unless waived, in which case a replacement plan and rationale shall be submitted and approved in accordance with **Section 5.10** and the School shall operate in accordance with that plan.

5.3 Budget. The School shall be responsible for the preparation of its budget and shall implement the School Board-approved operating budget. In accordance with the timelines provided in the Institute online compliance calendar or its replacement or as otherwise requested by the Institute, the School shall submit to the Institute the School Board's adopted budget for the upcoming school year. Any subsequently approved versions of the budget shall be provided to the Institute within fifteen (15) days following School Board approval. Budgets must be developed and adopted in accordance with **CRS 22-44-102 et seq.**

Commented [KT4]: Please note

5.4 Transportation. The Institute and the School acknowledge and agree that transportation is not required to be provided to students attending the School. The School is prohibited from offering a transportation program without prior written authorization from the Institute. Any transportation of students to the School (other than special education students who require transportation as a related service) will be the sole responsibility of the School. Should the School later elect to provide transportation services, the School shall be responsible for- and comply with all regulatory, safety, insurance, and licensing requirements.

5.5 Food Services. The Institute and the School acknowledge and agree that food services will be provided to students attending the school in accordance with the Food Service Plan submitted to the Institute. Any changes to the Food Service Plan shall require advance Institute approval in accordance with **Section 3.3** above. To the extent the School chooses to participate in Child Nutrition Programs under an approved School Food Authority (SFA), those

programs shall be provided in accordance with all applicable state and federal laws as well as all School Food Authority rules, policies, and procedures pertaining thereto.

5.6 Insurance. The School will purchase insurance protecting the School and its Board, employees, and volunteers, and the Institute where appropriate, consisting of comprehensive general liability insurance, errors and omissions liability insurance (also known as school entity liability insurance), and auto liability insurance. The School will also purchase statutory workers' compensation insurance coverage.

The School shall implement the plan to meet applicable insurance coverage requirements set forth in the Application. Any material revision to the terms of such plan may be made only with the prior approval of the Institute. Insurance terms and conditions must be acceptable to the Institute and underwritten by insurers that are legally authorized in the State of Colorado and that are rated by A.M. Best Company not lower than "A-VII". Non-rated insurers must be approved by the Institute. Minimum coverage requirements are listed below:

Comprehensive general liability - \$2,000,000
Officers, directors and employees errors and omissions - \$1,000,000
Property insurance - As required by landlord or lender
Motor vehicle liability (if appropriate) - \$1,000,000
Bonding (if appropriate)
Minimum amounts: \$25,000
Maximum amounts: \$100,000
Workers' compensation - (as required by state law)

The School will provide certificates of insurance to the Institute in accordance with the timelines provided in the CSI online compliance calendar or its replacement or as otherwise required by the Institute. All insurance policies purchased by the School will state that coverage will not be suspended, voided, cancelled, reduced in coverage or in limits, except after 45 days prior written notice by certified mail return receipt requested, has been given to the Institute. The School will notify the Institute within 10 days if for any reason there is a lapse in insurance coverage. The School is solely responsible for any deductibles payable under the policies purchased by the School.

5.7 Volunteer Requirements. Any requirement adopted by the School that requires parents commit to or accrue a number of volunteer hours shall be subject to a waiver process that considers individual family circumstances, and the School shall not condition the continued enrollment of any student on the commitment of the student's parents to provide any number of volunteer hours or donations in lieu thereof. The School agrees to conduct background checks of volunteers, as appropriate, and to require evidence of insurance and driver's licensure if the School will be using volunteers' private vehicles for student transportation.

5.8 Nonreligious, Nonsectarian Status. The School agrees that it shall operate in all respects as a nonsectarian, nonreligious, non-home-based public school. The School shall not be affiliated with any nonpublic sectarian school or religious organization, consistent with applicable law.

5.9 Commitment to Nondiscrimination. The School shall comply with all applicable federal, state and local laws, rules and regulations prohibiting discrimination on the basis of race, color, creed, national origin, sex, sexual orientation, marital status, religion, ancestry, disability or need for special education services.

5.10 Waivers

A. **Automatic Waivers.** Pursuant to C.R.S. §22-30.5-103 and 1 CCR 301-35, automatic waivers are those automatically granted upon the establishment of a charter contract. Pursuant to C.R.S. §22-30.5-104(6), the State Board will adopt, by rule, a list of automatic waivers to which the School shall be subject. The School shall submit a request for automatic waivers in accordance with Institute Policies and Procedures and in accordance with state laws and regulations.

B. **Non-Automatic Waivers.** In addition to waivers automatically granted, the Institute agrees to jointly request waivers of additional state laws or regulations to the extent permitted by state laws, rules and regulations upon request by the School and upon approval by the Institute. The waivers to be requested jointly from state law or regulation are set forth in **Exhibit C**. The School shall submit a request for non-automatic waivers in accordance with state laws and regulations.

C. **Subsequent or Additional Waiver Requests.** The School may request subsequent or additional waivers after the original request. Upon receipt of such request, the Institute will have 30 calendar days to review the request. Waivers of Institute policies and regulations may be granted by the Institute Board only to the extent permitted by state law. In the event the Institute policy or regulation from which the School seeks a waiver is required by state law, or where the School otherwise requests release from a state law or regulation, the Institute agrees to jointly request such a waiver from the State Board if the Institute first approves the request. Institute approval of requests to waive either Institute policies or regulations or State law or regulations will not be unreasonably withheld. To the extent the State Board does not grant the requested waivers or imposes conditions upon the School with respect to such waivers, it is agreed that representatives of the parties will meet to negotiate the effect of such State Board action.

D. **Legal Liabilities.** The School shall operate in compliance with all Institute policies, procedures and regulations, and all applicable federal, state and local laws, rules and regulations, unless specifically waived pursuant to this **Section 5.10**.

E. **Compliance Assurance.** The School will take reasonable steps to assure that staff at the School, members of the School Board, and administrators at the School comply with all replacement policies or practices adopted by the School in connection with waiver of state statutes or rules or Institute policies, or, when appropriate, comply with the intent of waived state statutes, state board rules, and Institute policies.

SECTION 6: SCHOOL ENROLLMENT AND DEMOGRAPHICS

6.1 School Enrollment and Demographics. The School shall provide instruction to students in grades **K through 5** in accordance with the following Enrollment Schedule and as further described in the Application:

Grade	K	1	2	3	4	5	Total
Projected # of Students	75	75	75	75	50	50	400

Commented [KT6R5]: PLEASE REVIEW FOR ACCURACY

Commented [KT5]: We have begun putting the enrollment schedule in the contract for purpose of clarity. There has been confusion in the past around the number of students and grade levels schools are authorized to serve, particularly after multiple renewal cycles. Schools have always been held to the numbers set forth in the original Application (unless modified). This just takes those enrollment projections and calls them out so that both parties can easily find the enrollment figures that were authorized.

Material increases or decreases to total enrollment and/or the addition or subtraction of a grade level served require advance Institute approval in accordance with Institute policies and procedures. The School agrees that, under no circumstance, shall its student enrollment exceed the capacity of the facility or site as set forth in the Certificate of Occupancy. The School acknowledges that if actual enrollment declines below the minimum enrollment required for financial viability, the School's charter may be revoked.

6.2 Student Recruitment and Enrollment. Enrollment in the School shall be open to any child who resides within the state, except as limited by **CRS 22-30.5-507(3)**. Student recruitment and enrollment decisions shall be made in a nondiscriminatory manner specified by the School in the Application. In all cases, student recruitment and enrollment decisions shall be without regard to disability, race, creed, color, sex, sexual orientation, national origin, religion, ancestry, or need for special education services in accordance with federal and state laws and constitutional provisions. Enrollment preferences, selection method, timeline, and procedures are described in **Exhibit D**. Any material changes to the School's enrollment policies and procedures may be made only with the approval of the Institute and the School Board of Directors.

6.3 Continuing enrollment. Pursuant to Colorado state law, students who enroll in the School will remain enrolled in the School through the highest grade served by the school, absent expulsion, graduation, court ordered placement, or IEP placement. Students wishing to transfer from the School to a school in their home District may do so only through the home District's procedures.

6.4 Indigent Students. The School shall have a fees policy that waives or reduces all fees for indigent students in accordance with applicable federal and state law and Institute policy. The School shall survey its student population for eligibility for free and reduced-price lunches under federal guidelines in accordance with State Board of Education regulations. On all fee lists and schedules, the School shall include notification of the policy of waiver of fees for indigent students.

6.5 Denial of Admission. The School shall only deny admission to a student to the extent permitted by law.

SECTION 7: EDUCATIONAL PROGRAM

7.1 Vision and mission.

Mission: To provide a personalized K-5 learning community that respects all student learning styles and diverse capacity, resulting in each student's foundational and accomplished literacy skills to last a lifetime.

Vision: To engage learners in the love of literacy and a vibrant foundation of the arts, sciences and world cultures.

The School Board shall operate the School in a manner consistent with the vision and mission statements as approved by the Institute. Revisions to the vision and mission statements, or general implementation of the educational program as set forth in the Application shall be considered material changes to the Contract and shall require prior approval of the Institute.

7.2 Contracting for Core Educational Services. Subject to- and in accordance with Section 8.8 of this Contract, the School and the Institute agree that the School will contract with an educational service provider (ESP) for implementation of its core educational program as described in the Application. Any changes to the contract for educational services shall be subject to advance approval of the Institute.

7.3 Educational Accountability, School Performance and Accreditation. The School shall comply with the educational accountability and or accreditation provisions of Colorado law and Institute policy, as amended from time to time, including, but not limited to:

- i. the Educational Accountability Act of 2009, CRS 22-11-101 *et seq.*;
- ii. the Preschool to Postsecondary Education Alignment Act, CRS 22-7-1001 *et seq.*; and
- iii. the Accreditation Rules of the State Board, including, but not limited to, tailoring educational programming to meet the individual needs of "exceptional children" as defined in such rules, unless waived.

As required by the Colorado Department of Education, to receive a school code, the School shall meet the definition of a Colorado public school, shall submit all required staff and student data to the Institute, and shall be accountable for all state- and federally-mandated accountability requirements as appropriate for the approved grade configuration of the school identified in **Section 6.1**. School codes will be requested in accordance with state laws and regulations, CDE policies, and Institute policy.

7.4 Performance Frameworks and CSI Annual Review of Schools. The School shall be subject to the Performance Frameworks developed by the Institute and as may be amended from time to time. Based on the Performance Frameworks, the Institute will annually issue for each school the CSI Annual Review of Schools (or its replacement). The CSI Annual

Review of Schools shall supersede any and all assessment measures, educational goals and objectives, financial operations metrics, and organizational performance metrics set forth in the Application and not explicitly incorporated into the Performance Frameworks and CSI Annual Review of Schools (or its replacement). The specific terms, form and requirements of the Performance Frameworks and CSI Annual Review of Schools (or its replacement), including any required indicators, measures, metrics, and targets, are maintained and disseminated by the Institute and will be binding on the School.

7.5 Student Performance Goals. The School agrees to make reasonable progress towards meeting academic standards as defined by the Colorado School Performance Framework and the CSI Annual Review of Schools (or its replacement). Reasonable progress will be established and measured through the implementation of annually agreed-upon academic targets, developed through use of the Unified Improvement Plan process. The School's progress will be monitored and measured with the CSI Annual Review of Schools (or its replacement) and evaluated annually as set forth above. The School agrees that the terms "reasonable progress" or "adequate progress" are defined through this process and that the School will be held accountable pursuant to these definitions.

7.6 Monitoring. The Institute shall monitor and periodically report to the School on the School's progress in relation to the indicators, measures, metrics and targets set out in the Performance Frameworks and CSI Annual Review of Schools (or its replacement). Such reporting shall take place at least annually.

7.7 Renewal. The School's performance in relation to the indicators, measures, metrics and targets set forth in the Performance Frameworks and the CSI Annual Review of Schools (or its replacement) shall provide the basis upon which the Institute will decide whether to renew the School's Charter at the end of the contract term.

7.8 Framework Amendment. The parties intend that, where this Contract references or is contingent upon state or federal laws, that they be bound by any applicable modifications or amendments to such laws upon the effective date of said modifications or amendments. The specific terms, form and requirements of the Performance Frameworks and CSI Annual Review of Schools (or its replacement) may be modified or amended to the extent required to align with changes to applicable state or federal accountability requirements as set forth in law, state and/or nationally recognized best practices, or other circumstances that make assessment based on the existing Performance Framework and CSI Annual Review of Schools (or its replacement) requirements impracticable. In the event that such modifications or amendments are required, the Institute will use best efforts to apply expectations for school performance in a manner as consistent as possible with those set forth in the Performance Frameworks and CSI Annual Review of Schools (or its replacement).

7.9 Student Attendance. The School agrees that it shall comply with all state and federal laws and regulations and Institute policy concerning student attendance. Attendance of students at the School shall be in compliance with Colorado's compulsory attendance laws, including, without limitation, hour requirements and the distinction made between excused and unexcused absences.

7.10 Conduct and Discipline. The School shall implement student disciplinary policies and procedures, including policies and procedures for the suspension and expulsion of students and the discipline and placement of students with disabilities, in accordance with state and federal laws and regulations, Institute policies, and the School's Student Discipline Policy. The Institute reserves the right to audit and/or request submission of the School's discipline policies and procedures at any time, with or without cause. The authority to hold expulsion hearings, wherein a student may be expelled from the School, shall remain with the School Board or a designee of the School Board.

7.11 Student Welfare and Safety. The School shall comply with all Institute-approved policies and regulations, and comply with all applicable federal and state laws concerning student welfare, safety and health, including, without limitation, Institute policies and laws addressing the reporting of child abuse, accident prevention and disaster response, and any state regulations governing the operation of school facilities.

7.12 School Calendar; Hours of Operation. The days and hours of operation of the School shall not be materially less than those set forth in the Application unless previously approved in writing by the Institute; but in no case shall fall below the minimum number of days and hours set forth in law. For purposes of this Section, "material" is defined as a 10% reduction in time.

7.13 Online program. The School's educational program as contained in the Application and reviewed by the Institute may include certain online program elements, and such elements are hereby accepted by the Institute. The School is prohibited from offering an exclusive online program without prior written authorization from the Institute.

7.14 Additional programs. The School shall not offer programs other than those contained in the Application and reviewed by the Institute without prior written authorization from the Institute.

7.15 Curriculum, instructional program, and pupil performance standards. The School will have the authority and responsibility for designing and implementing its educational program, subject to the conditions of this Contract and in alignment with the Application. The educational program, pupil performance standards and curriculum designed and implemented by the School will meet or exceed any content standards adopted by the state, will be designed to enable each pupil to achieve such standards, and will be consistent with the School's vision and mission. Any material changes to this provision may be made only with the approval of the Institute and the School Board.

A. **Curriculum.** The School shall have the authority and responsibility for refining the design and implementation of its educational program, subject to the conditions of this Contract, in a manner that is consistent with state law, including but not limited to requirements regarding content standards.

B. **Content Standards.** The educational program, pupil performance standards and curriculum designed and adopted by the School shall be consistent with the content standards required by the state pursuant to **CRS 22-7-1013** and referenced in **CRS 22-30.5-505(8)** and shall be designed to enable each pupil to achieve such standards.

C. **Instructional Requirements.** The School agrees to comply with all state statutory requirements concerning subjects of instruction, unless specifically waived by the State Board of Education, including but not limited to instruction in the areas of state and federal history and civil government, **CRS § 22-1-104**; honor and use of the United States Flag, **CRS § 22-1-106**; the federal constitution, **CRS §§ 22-1-108 & -109**; and the effect of use of alcohol and controlled substances, **CRS 22-1-110**.

7.16 Exceptional Students. The School shall identify academically low-achieving, at-risk students, and "exceptional children" as defined in federal and state law and regulations adopted by the Colorado State Board of Education, and shall provide its educational program to these students in a manner that appropriately serves their needs in accordance with governing law, as set forth in the Application and this Contract.

A. **Gifted and Talented Students.** The School shall identify and provide resources and support to gifted and talented students to enable them to meet their particular academic and emotional needs with a focus on literacy, mathematics, leadership, and creativity. The School shall follow the Institute's requirements for identifying, assessing and serving gifted and talented students. The School will implement the plan for meeting the needs of gifted and talented students, consistent with the plan provided to the Institute.

B. **English language learners.** The School shall identify and provide resources and support to English language learners to enable them to acquire sufficient English language proficiency to participate in the mainstream English language instructional program in accordance with state and federal law. The School shall follow the Institute's requirements for identifying, assessing and exiting English language learners. The School shall implement the plan for meeting the needs of English language learners, consistent with the plan provided to the Institute.

C. **Education of Students with Disabilities.** The School shall provide services and accommodations to students with disabilities in accordance with the **Individuals with Disabilities Education Act (20 U.S.C. § 1401 et seq.)**, **Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794)**, the **Americans with Disabilities Act (42 U.S.C. § 12101 et seq.)**, and the **Exceptional Children's Educational Act (CRS 22-20-101, et seq.)** ("ECEA"), and any other state and federal laws and regulations pertaining to the education of students with disabilities.

Commented [KT7]: This entire section on SPED was cleaned up.

Admission of Students with Disabilities

- i. Admission of applicants with an IEP or Section 504 Plan shall be in compliance with federal and state laws and Institute policies, procedures, and requirements, as

may be amended from time to time. Every student who is admitted with an IEP or Section 504 Plan from his or her previous school shall be placed directly in a program that meets the requirements of such IEP or Section 504 Plan, unless and until a review staffing by the IEP team or Plan review meeting is held and the IEP or Section 504 Plan is changed.

Commented [KT8]: We removed the process for admission of students with disabilities from the contract. One issue is that we have had different processes set forth in different contracts over the years as new best practices and statutory interpretations have developed. Additionally, there may also be a shift in the process in light of the work with NCSECS.

Education of students with disabilities.

- i. The School shall implement a plan for meeting the needs of students with disabilities in accordance with state and federal laws and regulations, Institute policy and procedures, and as approved by the Institute. Any material changes to the plan for serving students with disabilities may be made only with the approval of the Institute and the School Board.
- ii. The School shall provide all special education support services to students at the School in accordance with state and federal laws and regulations and Institute policy, and in accordance with the plan for meeting the needs of students with disabilities as approved by the Institute. Any material changes to the plan for serving students with disabilities may be made only with the advance approval of the Institute and the School Board. The School shall assign special education support staff as necessary to meet student needs, which staff shall be licensed in accordance with Colorado law.
- iii. The School shall be responsible for providing and paying the cost of defense of any and all charges, complaints or investigations concerning special education by the Office for Civil Rights (OCR), the Department's Federal Complaints Officer, IDEA due process proceedings, or any other similar investigations, and shall be entitled to manage the defense of and settlement of any such claims in cooperation with the Institute. The School agrees to indemnify and hold harmless the Institute from any and all liability, claims, and demands arising from or relating to the education of students with disabilities.
- iv. Pursuant to **CRS 22-30.5-503(3) and 22-20-106**, the Institute serves as the Local Educational Agency ("LEA") with administrative authority for delivering special education services to the School. The School will take direction from and work collaboratively with the Institute with regard to the provision of special education services, evaluations and concerns, and shall provide for the attendance of any School employees who should be present at any meetings at which IEPs are developed or modified. If the School and the Institute disagree as to the correct interpretation or application of a statute or regulation concerning the education of students with disabilities, the Institute's position shall control.
- v. The Institute reserves the right to jointly direct with the School the development and/or modification of any IEP for special education students of the School. The Institute's Director of Exceptional Student Services, or designee, shall maintain the same administrative responsibilities and authority as in all other Institute Schools. The School shall use Institute special education forms and procedures

and shall document compliance with the requirements of federal and state laws and regulations, including procedural due process. The Institute or the School may identify from time to time changes to the educational program of the School that (a) are reasonably necessary to comply with applicable law for educating students with disabilities, or (b) provide cost savings or other benefits in connection with educating students with disabilities. After good faith discussion of these changes with the School, the Institute shall have the right to require such changes necessary to comply with law, and shall have the right to request other changes on behalf of students with disabilities.

- vi. The School's special education teachers and all related service providers are required to participate in compliance-oriented training and meetings sponsored by the Institute, and newly hired special education teachers shall participate in a state-approved induction program.
- vii. In accordance with the CSI online compliance calendar (or its replacement), the School must report to the Institute its anticipated budgetary allocation and hiring plan for all special education teachers and related service providers who will be employed for the following year. No later than the first day of the opening of school, all special education teachers and related providers must be hired, appropriately qualified, and available to serve the identified needs of the students.
- viii. Special education programs and services shall be available to each student as part of the regular school day in accordance with the least restrictive environment mandate of federal and state law.

7.16 Assessment of Pupil Performance and Procedures for Corrective Action. The School agrees to implement any requirements necessary to meet the School's and the Institute's respective obligations under applicable provisions of federal and state law, including, but not limited to, those of the state Education Accountability Act of 2009, and the Every Student Succeeds Act or their equivalent. Schools will administer interim assessments as set forth in the Application and in adherence to the Institute's assessment policy. Schools receiving an Improvement, Priority Improvement or Turnaround rating will be required to administer a state or nationally normed interim assessment in the fall and spring, at a minimum, and in accordance with the assessment vendor's administration timelines and procedures. Any material revision to interim assessments may be made only with the prior approval of the Institute.

SECTION 8: FINANCIAL MATTERS

8.1 Funding and Disbursement of Per Pupil Revenue Funding. Funding for the School shall be provided in accordance with the provisions of **CRS 22-30.5-513**. The Institute will disburse per pupil revenue funding to the School as those funds are allocated from the State to the Institute subject to the adjustments set forth below.

- A. The local school district (the district in which the school is geographically located) is **Poudre School District R-1** and is referred under the law as the “Accounting District” for purposes of funding.
- B. During each fiscal year of the term, the parties agree that the Institute shall provide funding to the School in the amount of ninety-six percent (96%) of the Accounting District’s adjusted per pupil revenues (“PPR”), as determined in accordance with the formula described in **CRS 22-54-104 (3)**.
- C. The Institute may retain the actual amount of the School’s per pupil share of the administrative overhead costs for services it actually provides to the School; however, such costs shall not exceed 3% of the Accounting District’s per pupil revenues. Within ninety days after the end of each fiscal year, the Institute shall provide an itemized accounting of all the Institute’s administrative overhead costs pursuant to CRS 22-30.5-513. The Colorado Department of Education may retain an amount not to exceed 1% of PPR for administrative purposes from each Institute-authorized school.
- D. **Federal categorical aid.** Each year the Institute will provide to the School the School’s proportionate share of applicable federal Elementary and Secondary Education Act funding received by the Institute for which the School is eligible. The School is eligible for such funds upon approval of its plans for such funds either by the Institute or the Colorado Department of Education as required. Funds will be distributed on a documented expenditure reimbursement basis on a monthly interval as long as the School provides the Institute with the required documentation.
- E. **State categorical aid.** In accordance with timelines provided by the CSI finance department, the Institute will provide to the School the School’s proportionate share of applicable state categorical aid (e.g., At-Risk Supplemental Aid, English Language Proficiency Act, Gifted and Talented, Amendment 23 Capital Construction funds, or Transportation funding) received by the Institute for which the School is eligible. The School is eligible for such funds upon approval of its plans or other requirements for such funds either by the Institute or the Colorado Department of Education as required.
- F. The Institute will provide funding under the Colorado Exceptional Children’s Education Act that is attributable to identified students with disabilities enrolled in the School and for which the School has supplied appropriate documentation to obtain such funding subject to the provisions of **CRS Section 22-30.5-513(9)**.
- G. The parties shall cooperate in pursuing, appropriately disbursing, and properly accounting for funding provided by the federal and state governments for categorical programs such as Gifted and Talented, English as a Second Language, Medicaid Reimbursements, Title programs, and other federal and state grant sources and categorical aid programs for each School student eligible.

- H. The School will have documented financial policies and procedures in place to include procedures that are compliant with federal statutes and regulations in accordance with the Uniform Guidance - Code of Federal Regulations. The School agrees to request its federal grant funds, at a minimum, on a quarterly basis using the appropriate documentation to obtain federal funds.

8.2 Disbursement of per pupil revenue funding. Funding under **Section 8.1** will be made to the School in monthly installments, in accordance with **CRS 22-54-115**, subject, however, to annual appropriation and the Institute's receipt of the funding. In accordance with pupil enrollment projections timelines provided by CDE staff each year, the School will provide CSI with its initial estimated pupil enrollment for the upcoming school year, and monthly payments shall be made based upon such final estimates as agreed to between the Institute and the School. However, the actual funding for each fiscal year shall be based upon the pupil enrollment, as defined in **CRS 22-54-103(10)**, for such fiscal year, and the Institute will adjust previous payments made for such fiscal year, by credit or debit, as applicable, following October 1st of the fiscal year or any other applicable count day(s) established by law. Any adjustment resulting in a reduction of funding shall require reimbursement of the Institute by the School.

8.3 Adjustment to funding. The Institute's disbursement of funds will be adjusted as follows: each year, funding may be revised based on the number of FTE pupils actually enrolled at the School as determined at the official student count day(s) and included in the official pupil count (December), and to reflect any change in PPR, positive or negative, so that the overall funding for the year is equal to the PPR provided for in the geographic district and not otherwise deducted (January). Funding in January may also be adjusted for any services provided by the Institute under this Contract. In addition, to the extent that the Institute experiences any reduction or increase in state equalization support by a legislative rescission or other action, proportionate reductions or increases will be made to the School's funding. Any adjustments to funding after the January payment so that funding is equal to the PPR provided for in this Contract will be made by direct payment to the School or the Institute.

8.4 Budget. In accordance with the CSI online compliance calendar (or its replacement), the School will submit to the Institute its adopted balanced budget for the following fiscal year for Institute review for statutory compliance and compliance with the terms and conditions of this Contract. The budget will be prepared in accordance with the state-mandated chart of accounts. The budget as approved by the School Board and any subsequent approved revisions will be submitted to the Institute. A material violation of this Section shall constitute a material breach and may result in the Institute initiating remedies described in **Sections 3.5 and 12** of the Contract.

8.5 Enrollment projections. Each year of operation, the School will provide the Institute with its best estimates of its anticipated enrollment for the next school year in accordance with pupil enrollment projections. In the event that the projected enrollment materially differs from the Institute's estimate of anticipated enrollment, the Institute reserves the right to base initial funding estimates on the more conservative figure. It is agreed by the parties that the purpose of this Section is to provide information to allow the Institute to prepare its future budgets, and that any information provided under this Section will not be used by the

Institute for the purpose of restricting the School's enrollment or otherwise inhibiting the growth of the School. For purposes of this section, a material difference in enrollment shall mean any increase or decrease in excess of 10%.

8.6 TABOR reserve. The School's ending fund balance will comply with the emergency reserve requirements of **Article X, Section 20 of the Colorado Constitution** ('TABOR Reserve'). The School will maintain its TABOR reserve in a revenue bearing account. In addition, the School will maintain a positive fund balance at year end. A material violation of this Section shall constitute a material breach and may result in the Institute initiating remedies described in **Sections 3.5 and 12** of the Contract.

8.7 Non-appropriation of funds. The parties agree that the funding for the School will constitute a current expenditure of the Institute. The Institute's funding obligations under this Contract will be from year-to-year only and will not constitute a multiple fiscal year direct or indirect debt or other financial obligation of the Institute. The Institute's obligation to fund the School will terminate upon non-appropriation of funds for that purpose by the State Board of Education for any fiscal year, any provision of this Contract to the contrary notwithstanding. The parties further agree that the Institute has not irrevocably pledged and held for payment sufficient cash reserves for funding the School at or above the current year per pupil allocation or for providing services described herein for the entire term of the Contract.

8.8 Contracting. The School shall adhere to all applicable laws and regulations and Institute policies related to procuring and contracting for goods and services, including but not limited to student data privacy laws. The School further agrees to adhere to best practices relating to procuring and contracting for goods and services, including standards related to arms-length transactions and other conflicts of interest. The School will not extend the faith and credit of the Institute to any third person or entity. The School acknowledges and agrees that it has no authority to enter into a Contract that would bind the Institute, and the School's authority to Contract is limited by the same provisions of law that apply to the Institute, including restrictions on multi-year obligations under TABOR.

A. **Contents.** Unless otherwise agreed in writing by the Institute, each Contract or legal relationship entered into by the School shall include the following provisions in addition to all other legally-required provisions:

- i. The contractor acknowledges that the School is not an agent of the Institute, and accordingly contractor expressly releases the Institute from any and all liability under this agreement; and
- ii. Any financial obligations of the School arising out of the agreement are subject to annual appropriation by the School Board and the Institute.

B. **School Board Policies and Procedures.** The Institute encourages the School to adopt policies and procedures related to the procurement and contracting of goods and services.

8.9 Financial Reporting. The School agrees to establish, maintain, publish and retain appropriate financial records in accordance with Institute Policy and all applicable federal, state and local laws, rules and regulations, including Financial Transparency requirements under state law, and to make such records available to the Institute upon request or as required by Institute Policy, or federal or state laws, rules, and regulations. Financial records shall be posted in accordance with the Financial Transparency Act and reconciled at least monthly. All records shall be maintained at the School and shall be open to inspection, consistent with law, during reasonable business hours. The School further agrees to assist the Institute in accessing or reviewing any records as part of its oversight responsibility or to address its compliance requirements.

A. **Annual audit and trial balance.** The School shall undergo an independent financial audit conducted in accordance with governmental accounting standards and GASB No. 34 performed by an independent certified public accountant each fiscal year. The results of the final audit will be provided to the Institute in accordance with the CSI online compliance calendar (or its replacement). The School will pay for the audit. In addition, the School will transmit the final trial balance, in a format provided by the Institute, to the Institute using the CDE chart of accounts in accordance with the CSI online compliance calendar (or its replacement). If such audit and final trial balance is not received in accordance with the CSI online compliance calendar (or its replacement), such failure will be considered a material breach of Contract, and action will be initiated as necessary and in accordance with the procedures described in the Institute's school compliance policy and CSI rules.

B. **Public School Finance Audits.** Pursuant to 1 CCR 301-39, Rule 8.00 *et seq.*, the School shall be subject to audit by the CDE for any monies received by the School pursuant to the Public School Finance Act of 1994. Consequently, the School agrees to retain complete documentation supporting any certification made to CDE or any other data given to the CDE pursuant to the Public School Finance Act of 1994 until audited by CDE or until five years from the certification due date, whichever comes first.

Commented [KT9]: Section added

- i. If CDE determines that the School has received payment of funds greater than the amount to which the School is entitled, the School shall be responsible for repayment to CDE within thirty (30) days from the date of said determination. Should the School be unable or refuse to pay the determined repayment amount, the School agrees that it may have its current payments or reimbursements withheld until the full amount of the repayment, plus applicable interest, is recovered.
- ii. Should the School leave the Institute by changing authorizers, or by conversion into any other kind of public or private school, then the School's obligation to repay shall, pursuant to **Section 11.6** of this contract, survive the termination or expiration of this Contract and shall be enforceable by CSI for up to five years after the transfer or conversion of the School.

C. **Quarterly reporting.** The School will prepare quarterly financial reports for the Institute in compliance with **CRS 22-45-102(l)(b)** and Institute Policy. Quarterly financial reports shall be submitted to the Institute no later than 45 days following the end of each quarter except that all fourth quarter and year end reports will be submitted in accordance with the CSI online compliance calendar (or its replacement).

D. **Non-Authorized commingling.** Except as specifically set forth in the School's Application and/or official approval by resolution by the School Board, assets, funds, liabilities and financial records of the School shall be kept separate from assets, funds, liabilities and financial records of any other person, entity, or organization.

E. **Loans.** No loans may be made by the School to any person or entity (other than an affiliated entity) for any purpose without prior Institute approval, except that the Head of School and Board Chair may approve advances of up to one month's salary in cases of documented hardship.

8.10. Timing. Subject to all other provisions of this Contract, funds to be passed through the Institute to the School shall be forwarded to the School within thirty (30) days of receipt by the Institute.

SECTION 9: PERSONNEL

9.1 Employee Status. The School shall employ such personnel as are required for the efficient and effective operation of the School. All employees hired by the School shall be employees of the School and shall under no circumstances be considered an employee of the Institute.

9.2 Employee Policies. The School shall adopt and implement personnel policies in accordance with state and federal law to address, among other topics, hiring and termination of personnel, terms of employment and compensation. All employee discipline decisions will be made by the School. Terms of the employment relationship are described in the Employee Handbook submitted in accordance with the CSI online compliance calendar (or its replacement). The Handbook may be amended or revised at the discretion of the School, with a copy of the amended or revised Handbook provided to the Institute.

9.3 Employee Qualifications. The School shall employ or otherwise utilize in instructional positions only those individuals who are qualified in accordance with applicable federal and state law, rules and regulations (unless waived), including the federal Every Student Succeeds Act or its equivalent. Paraprofessionals employed by the School shall meet all credentialing requirements imposed by applicable federal and state law, rules and regulations (unless waived).

9.4. Background Checks; Fingerprinting. The School shall establish and implement procedures for conducting background checks (including a check for a criminal record) of all employees to the extent required by applicable law, rules and regulations, including but not limited to **CRS 22-30.5-110.5** and **CRS 22-30.5-110.7**. No teacher or administrator with a

criminal record that would ordinarily preclude them from obtaining a teacher license or from public school employment pursuant to **CRS 22-32-109.8(6.5)** will be employed at the School, regardless of waivers that may have been granted to the School. Independent contractors and outside companies that place employees in the school shall also complete the required background checks and provide evidence of such checks to the School.

SECTION 10: FACILITIES

10.1 Facility. The School facility shall be located at **4512 McMurry Avenue, Fort Collins, CO 80525.**

The School or its associated building corporation may not add a location, change a location or geographic district, or enter into any financing, leasing or other arrangements in connection with a location change without obtaining prior written approval from the Institute in accordance with Institute policy. The School shall provide the Institute copies of any lease, purchase agreement, financing arrangements and/or other such facility agreements and such certificates and permissions as are necessary to operate the School in the Facility. The school shall comply with all applicable state laws, regulations and building codes including but not limited to **CRS 22-30.5-507(10)** and **CRS 22-32-124**, and shall obtain all requisite use permits and certificates of occupancy. The School shall be responsible for the construction and maintenance of any facilities owned or leased by it. The Institute shall have access at all reasonable times to any facility owned, leased or utilized in any way by the School for purposes of inspection and review of the School's operation and to monitor the School's compliance with this Contract.

SECTION 11: RENEWAL, REVOCATION, AND SCHOOL-INITIATED CLOSURE

11.1 Renewal Process. Pursuant to the requirements of **CRS 22-30.5-511**, this Contract may be renewed by the Institute for succeeding periods of at least one (1) academic year and not more than five (5) academic years. The Institute may agree to extend the length of the charter contract beyond five academic years for the purpose of enhancing the terms of any lease or financial obligation, pursuant to **CRS 22-30.5-511(1)(b)**.

A. **Timeline and Process.** The School will submit its Renewal Application in accordance with renewal timelines promulgated by CSI in the year before the School's Contract expires. The Institute Board will act on the Renewal Application in accordance with renewal timelines promulgated by CSI in the year before the School's Contract expires following a public hearing where the School will have the opportunity to address the Institute Board about its request. If the Institute Board decides to not renew the Contract, it will detail the reasons in its resolution.

B. **Renewal Application Contents.** In addition to contents required by law, the Renewal Application may include additional information requested in the CSI Renewal Application regarding progress toward meeting the Institute's accreditation indicators. The Institute may modify this format without prior notice to the School.

C. **Criteria for Non-Renewal or Revocation.** The Institute may terminate, revoke or deny renewal of the Contract for any of the grounds listed in **CRS 22-30.5-511(3), (4) and (4.5)** as they now exist or may be amended, including for a material breach of this Contract. The Institute will annually provide feedback about the School's progress toward meeting Institute's accreditation requirements and other goals and objectives in accordance with the CSI Annual Review of Schools (or its replacement). Grounds for termination, revocation or denial will be in alignment with statute, CSI rule and the CSI Annual Review of Schools (or its replacement). In addition, the School may be non-renewed if:

- i. Pursuant to **C.R.S. §22-11-210(1)(d)**, the School is accredited with a priority improvement plan or turnaround plan for a combined total of five (5) consecutive years or any lesser number of years established by the State Board after which closure or restructuring is required; or
- ii. The School is accredited with a turnaround plan and does not attain a higher accreditation rating at its next performance review in accordance with **C.R.S. §22-11-406(3)**.

11.2 School-initiated Termination. Should the School choose to terminate this Contract before the end of the Contract term, it must do so in accordance with Institute rules, which require a 10-month notice period to the Institute.

11.3 Dissolution. In the event the School should cease operations for whatever reason, including the non-renewal or revocation of this Contract, the School agrees to continue to operate its education program until the end of the school year or another mutually agreed upon date. The Institute will supervise and have authority to conduct the winding down of the business and affairs for the School; provided, however, that in doing so, the Institute does not assume any liability incurred by the School beyond the funds allocated to it by the Institute under this Contract. School personnel and the School Board shall cooperate fully with the winding down of the affairs of the School, including convening meetings with parents at the Institute's request and counseling with students to facilitate appropriate reassignment.

Upon dissolution of the School, assets of the School remaining after paying the School's debts and obligations incurred in connection with activities authorized by this Contract, and not requiring return or transfer to donors or grantors, will become the property of the Institute or another charter school within the Institute, as determined by the Institute and the School in advance of dissolution. The School will execute all necessary documents required to convey such items. At the time of donation, any property requiring return or transfer to the donor or grantor shall be clearly marked and properly inventoried. Upon dissolution, all such documentation shall be provided to the Institute.

11.4 Return of Property. In the event of termination or dissolution, all property owned by the School that was purchased in whole or in part with funding provided by the Institute including, but not limited to, real property, or which was purchased with federal grant

funds through the Institute acting in its role as a fiscal agent, will be returned to and will remain the property of the Institute or will otherwise be distributed pursuant to federal law and grantor guidelines. Notwithstanding the above, the Institute will not have the right to retain property leased by the School, unless the Institute chooses to comply with the terms of that lease. All non-consumable grants, gifts and donations or assets purchased by the School from non-federal grant, gift, or donation funds will be considered the property of the School unless otherwise identified by the donor in writing. Assets purchased exclusively with tuition paid by parents for a preschool program operated by or in conjunction with the School will not be subject to this paragraph. Assets not purchased with public funding provided by the Institute may be donated to another mutually agreeable not for profit organization upon prior agreement by the Institute.

11.5 Termination and Appeal Procedures. The Institute shall provide the School written notice of the grounds for termination and the date of the termination hearing before the Institute Board. Prior to providing this notice, the Institute shall, in accordance with Institute rules, send the School a Notice of Breach. Termination shall not take effect until the School has exhausted its opportunity to appeal such decision to the State Board.

11.6 Survival of Certain Contract Terms. Any provision of this Contract that imposes an obligation on a Party after termination or expiration of the Contract shall survive the termination or expiration of the Contract and shall be enforceable by the other Party.

Commented [KT10]: Section added

SECTION 12: GENERAL PROVISIONS

12.1 Order of Precedence. In the event of any disagreement or conflict concerning the interpretation of state or federal laws, regulations or requirements, this Contract, the Application, or Institute policies, it is agreed that the order of precedence is as follows: state and federal laws, regulations and requirements, the Contract and Institute policies, followed by the Application and Renewal Application.

12.2 Amendments. No amendment to this Contract will be valid unless ratified in writing by the Institute Board and the School Board and executed by authorized representatives of the parties.

12.3 Merger. This Contract, together with the Application and with the attachments and exhibits thereto, contains all terms, conditions and provisions hereof and the entire understandings and all representations of understandings and discussions of the parties relating thereto, and all prior representations, understandings and discussions are merged herein and superseded and canceled by this Contract.

12.4 Non-assignment. Neither party to this Contract will assign or attempt to assign any rights, benefits, or obligations accruing to the party under this Contract unless the other party agrees in writing to any such assignment. Such consent will not be unreasonably withheld, conditioned or delayed.

12.5 Governing Law and Enforceability. This Contract will be governed and construed according to the Constitution and laws of the State of Colorado. If any provision of

this Contract or any application of this Contract to the School is found contrary to law, such provision or application will have effect only to the extent permitted by law. Either party may revoke this Contract if a material provision is declared unlawful or unenforceable by any court of competent jurisdiction and the parties do not successfully negotiate a replacement provision. The parties agree to meet and discuss in good faith any material changes in law that may significantly impact their relationship as set forth in the Contract.

12.6 No third-party beneficiary. The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement will be strictly reserved to the parties. Nothing contained in this Contract will give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the parties to this Contract that any third party receiving services or benefits hereunder will be deemed an incidental beneficiary only.

12.7 No waiver. The parties agree that no assent, express or implied, to any breach by either of them of any one or more of the provisions of this Contract will constitute a waiver of any other breach.

12.8 Notice. Unless otherwise specifically provided herein, any notice required or permitted under this Contract must be in writing and will be effective upon personal delivery or email delivery where an email address has been provided (subject to verification of service or acknowledgement of receipt), or three days after mailing when sent by certified mail, postage prepaid by the sender, using the addresses listed below. Either party may change the address for notice by giving written notice to the other party pursuant to this Section 12.8. Either party may from time to time designate in writing the persons to whom notice shall be sent.

If to Institute:

Colorado Charter School Institute
1580 Logan St., Ste. 210
Denver, CO 80203

If to School:

T.R. Paul Academy of Arts & Knowledge
4512 McMurry Avenue
Fort Collins, CO 80525

12.9 Severability. If any provision of this Contract is determined to be unenforceable or invalid for any reason, the remainder of the Contract will remain in full force and effect, unless otherwise terminated by one or both of the parties in accordance with the terms contained herein.

12.10 Conflict with Exhibits. In the event of conflicts or inconsistencies between this Contract and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: first, the terms and provisions of this Contract, second, the Original Application, and then the remaining exhibits.

12.11 Counterparts; Signature by Facsimile. This Contract may be signed in counterparts, which shall together constitute the original Contract. Signatures received by facsimile or electronic mail by either of the parties shall have the same effect as original signatures.

12.12 Business Days. As used in this Contract, “business day” means any day other than a Saturday or Sunday or a day on which government institutions in the State of Colorado are closed in recognition of established holidays.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

<u>SCHOOL</u> T.R. PAUL ACADEMY OF ARTS & KNOWLEDGE	<u>INSTITUTE</u> STATE CHARTER SCHOOL INSTITUTE
By: _____	BY: _____ Chair, State Charter School Institute Board
Title: _____	LEGAL REVIEW Cynthia Coffman, Attorney General
Attest: _____	BY: _____
Title: _____	Assistant Attorney General

**EXHIBIT A: RESOLUTION TO APPROVE THE CHARTER RENEWAL
APPLICATION**

RESOLUTION 1615

**CONCERNING THE RENEWAL APPLICATION TO THE COLORADO CHARTER
SCHOOL INSTITUTE FROM T.R. PAUL ACADEMY OF ARTS & KNOWLEDGE**

WHEREAS, on October 21, 2016, CSI received a charter renewal application from T.R. PAUL ACADEMY OF ARTS & KNOWLEDGE (“TPAAK”);

WHEREAS, the renewal application was examined in accordance with national best practices for charter school application review;

WHEREAS, CSI staff analyzed all available cumulative annual and interim student performance data, school financial performance data, governance/operations data, and other outcomes data covering the full term of TPAAK’s contract;

WHEREAS, during the summer of 2016, the school was notified along with all renewal schools that the foundation for the renewal analysis and decision-making would be the CSI Annual Review of Schools (CARS);

WHEREAS, on November 14, 2016, the school received its preliminary Annual Performance Report (APR) summarizing cumulative academic, financial and operations information and its CSI Accountability Rating;

WHEREAS, during fall 2016 the school had the opportunity to provide additional information related to the CARS rating and the annual review documentation;

WHEREAS, on December 5, 2016, CSI staff provided a copy of the attached staff recommendation, recommending renewal, to both TPAAK and the CSI Board;

WHEREAS, on December 5, 2016, the CSI Board Performance Management Committee convened to discuss the application and the staff recommendation, and the recommendation was forwarded to the full Board for consideration at the December 13, 2016 CSI Board Meeting; and

WHEREAS, the CSI Board has fully considered the renewal request from TPAAK, as well as the recommendation report from CSI staff, and all the additional information provided by TPAAK;

NOW, THEREFORE, BE IT RESOLVED by the CSI Board that the application from TPAAK is hereby approved for a TWO-YEAR period;

BE IT FURTHER RESOLVED, that the following provision be incorporated into the charter contract to determine a possible TWO-YEAR contract extension:

Contract Provision: If the school maintains at least an Improvement rating on the 2017 CDE and CSI Performance Frameworks and attains a Performance rating on the 2018 CDE and CSI Performance Frameworks, the contract will be extended by two additional years, through June 30, 2021. If the school fails to meet the performance metric, the School will not be eligible for the automatic extension and the initial contract will end June 30, 2019.

BE IT FURTHER RESOLVED, that the following conditions be fulfilled prior to execution of the charter renewal contract:

Condition #1: The MOU with Tatonka has been revised. Describe exactly how the services with Tatonka have changed and submit the final MOU. Provide confirmation that the School Board retains the authority to select and dismiss employees, and that the School Board remains responsible and accountable for all operations, compliance, and performance of non-instructional component such as finance, facilities, and operations. Due December 15, 2016.

Condition #2: Submit Letter of Intent or lease for new location. Due January 13, 2017.

Condition #3: Submit confirmation of waivers for inclusion in contract exhibits. Note: CRS 22-32-109(1)(n)(II)(A) is no longer an automatic waiver, so a replacement plan is needed if the School desires to maintain this waiver. Due January 13, 2017.

BE IT FURTHER RESOLVED, that this decision be communicated to TPAAK as soon as practicable and is hereby incorporated into the record.

Adopted this 13th day of December, 2016.

COLORADO CHARTER SCHOOL INSTITUTE

By: _____
Chair, Board of Directors

I certify that the foregoing Resolution No. 1615 was adopted by the CSI Board of Directors at a regular Board meeting upon notice as required by law on December 13, 2016, by a roll-call vote of Aye , Nay , and Abstention .

By: _____
Secretary, Board of Directors

EXHIBIT B: ARTICLES OF INCORPORATION AND BYLAWS

[Insert Articles of Incorporation and Bylaws]

Commented [KT11]: Please provide articles of incorporation and bylaws

DRAFT

EXHIBIT C: REQUESTED WAIVERS

[Insert all requested waivers]

Commented [KT12]: Please provide

DRAFT

EXHIBIT D: ENROLLMENT PROCEDURES

[Insert enrollment procedures]

Commented [KT13]: Please provide enrollment policy

DRAFT



COLORADO Early Colleges

Keith King – Administrator
4405 North Chestnut
Colorado Springs, CO 80907
719-528-6062

To: TR Paul Governing Board and School Leadership
Re: Lease for 2017-2018 School Year
Date: 1-5-2017

The purpose of this letter is to finalize a lease of the building located at 4800 Wheaton Drive to TR Paul beginning with the school year 2017 – 2018. I can meet next Wednesday afternoon to discuss.

The current sublease to TR Paul for 4512 McMurry Ave is a monthly cost of \$13,942.95. That cost approximately \$6.00 per square foot for usage of around 27,480 square feet. That Lease end date is June 30, 2017.

The current agreements with TR Paul for the Mc Murray Building are:

1. New lease started October 1, 2016 for Mc Murray
2. The amount TR Paul will pay in rent for the remaining 2016-2017 school year is \$11, 581.84. This calculation is determined the annual rent minus the pre-school rent minus the first three months' rent paid, divided by the remaining nine months.
3. The lease payments will be due on the 25th of the month.
4. New lease at Wheaton will begin July 1, 2017

The current new sublease offer from CEC to TR Paul for Wheaton is: the same monthly cost of \$13,948.67 which is approximately 7 dollars for 23,912 square feet, Year 2 at \$8 dollars for a monthly base rent of \$15,941.33 and year 3 at a monthly base rent \$17,934 at \$9 a square foot. Common Area Maintenance is projected to be \$10,000 per month. Lease is for five years.

The updated information about leases current expenditures for TR Paul are:

1. \$3,725 month utilities
2. \$17,668 current cost per month for lease and utilities
3. \$212,004 total facility costs

4. This is a cost of \$1,060 per student if the enrollment was 200 students.

If TR Paul would continue to pay \$1,060 dollars per student at the various enrollments the lease would increase to the following numbers.

1. 220 students
 - a. \$19,433 per month
 - b. \$13,942 per month
 - c. \$5,491 difference times 12 = \$65,892
2. 280 students
 - a. \$24,700 per month.
 - b. \$13,942 per month
 - c. \$10,758 per month time 12 = \$129,096

The Current Costs if TR Paul pays prorated share of utilities at Wheaton location.

1. Current Costs of Wheaton
 - a. \$13,942.95 lease
 - b. \$10,000 utilities
 - c. \$23,942.95 total costs

Proposal Options for TR Paul

In discussions in December, 2016 with the staff and board members about the move to Wheaton, the following items were discussed.

1. It is essential that TR Paul has a minimum enrollment of 200 students for the 2017-2018 school year.
2. TR Paul is concerned about the ongoing cost of utilities at the Wheaton Building.
3. Current CAM and utility payment is \$3,725 per month

Below is the offer for a new lease agreement with TR Paul for the 2017-2018 school year.

1. The monthly lease will remain at \$13, 948.67 for three years.
2. The increases in the monthly lease payments to \$15,941.33 for year two and \$17, 934 will not be required. These monthly increases will be applied to the CAM and utilities payment of Wheaton.

\$3,725.00 is current amount being paid McMurray for CAM and utilities
\$1,992.66 will be the additional required CAM and Utilities for year two
\$ 3,985.33 will be the additional required CAM and Utilities for year three

Year One

\$17,673.67 = Lease \$13,948.67 + CAM and Utilities \$3725.00

Year Two

$\$19,666.33 = \text{Lease } \$13,948.67 + \text{CAM and Utilities } \$5,717.66$

Year Three

$\$21,659.00 = \text{Lease } \$13,948.67 + \text{CAM and Utilities } \$7,710.33$

3. Additional rent. At 200 students, the current enrollment costs per student is \$1,060.00 per year. In every year of the lease, TR Paul will pay \$20.00 per month for each additional enrolled student above the 2016-2017 student count.

If the current enrollment of TR Paul is 155 and year four enrollment is 175, TR Paul will pay an additional \$20.00 per month, per student for a total of \$4,800 per year. That would mean the lease will increase to \$400.00 dollars per month to \$14,348.67.

In conclusion, we would also consider helping TR Paul converting to PERA and eliminating the cost of Totanka. We would have several conditions:

1. TR Paul must limit the cost of health care. If you do not want to decrease it to \$400.00 per month from the current cost, TR Paul would be restricted from increasing the payroll and health care cost until the budget had increase 3% per student.
2. TR Paul must eliminate the relationship with Totanka.
3. TR Paul must grow to a minimum of 200 students in 2017- 2018 and 225 in 2018-2019 and 250 in 2019-2020.

Keith