

**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 Agenda for Wednesday, April 12, 2017 at 4pm
4512 McMurry Drive, Fort Collins, Colorado, 80525
Room 101A
Conference Line: 712-432-6100 pin 558-47941

I. OPENING SECTION

- A. Call to Order
- B. Board Members in attendance: Kilbon () Kornfeld () Manguso () Nyberg ()
Walser ()
- C. Approval of Agenda
Motion by: _____ Seconded by: _____
Kilbon () Kornfeld () Manguso () Nyberg () Walser ()

II. AUDIENCE COMMENTS

III. OFFICER REPORTS

- A. Secretary's Report
Motion to approve minutes from March 8th, 2017 meeting
Motion by: _____ Seconded by: _____
Kilbon () Kornfeld () Manguso () Nyberg () Walser ()
- B. Treasurer's Report
Motion to approve February Financials
Motion by: _____ Seconded by: _____
Kilbon () Kornfeld () Manguso () Nyberg () Walser ()

C. Executive Summary

D. TES Corporate Report

III. NEW BUSINESS

- A. Board Training Discussion
- B. Approval of work order submitted by Minga Education, LLC.
Motion to approve contract with Minga Education, LLC.
Motion by: _____ Seconded by: _____
Kilbon () Kornfeld () Manguso () Nyberg () Walser ()
- C. Approval of contract recommendation for e-Rate equipment
Motion to approve contract recommendation submitted for e-Rate equipment
Motion by: _____ Seconded by: _____

Kilbon () Kornfeld () Manguso () Nyberg () Walser ()

D. Approval of contract recommendation for e-Rate Comcast speed increase
Motion to approve contract recommendation submitted for Comcast speed
increase

Motion by:

Seconded by:

Kilbon () Kornfeld () Manguso () Nyberg () Walser ()

IV. CLOSING SECTION

A. Adjourn

Executive Summary 4.12.2017

Enrollment/Recruitment

	Potential Re-Enroll	Re-Enrolled	Not Re-Enrolling	New Applicants	Completed Apps	Potential	Complete	Homeschool Potential	Homeschool Completed
1/2 K	0	0	0	9	5	9	5	0	0
Full K	0	0	0	30	27	30	27	0	0
1st	1	32	9	7	5	40	37	1	0
2nd	2	35	3	9	4	46	39	2	2
3rd	2	27	1	4	3	33	30	1	0
4th	3	26	2	2	2	31	28	0	0
5th	1	35	3	3	1	39	36	1	0
Total	9	155	18	64	47	228	202	5	2
FTE	9	155	18	47.62	33.56	211.62	188.56	5	2

Enrollment projections were submitted to CSI on 3/31/2017 at FTE 205.20, which is roughly 10FTE increase from last year. We are discussing different staffing possibilities for next year to address the lower numbers in the intermediate grades.

We are continuing to market with Open Houses as well as on Facebook, which is where we received around 30% of our new enrollments last year. We are working on preparing a direct mailer to target the new neighborhood to go out in May or early summer. We continue to canvas the neighborhood and have hit about 50% of the houses.

CEC/Wheaton Facility

3-4-5 Paragon Night was much more organized than the K-1-2 and offered a more structure and fluid program. All families have now had the opportunity to see the new facility at some event and will be invited back again for the Arts Gala.

TPAAK will start the move to the Wheaton facility as of June 26. We are getting bids for the move of the SMART boards as well as the larger furniture. Included in the board packet are recommendations for improvement to the IT infrastructure at the new facility. We will be losing the climbers on the playground, but will be gaining a grass field. We will also continue to have a basketball half court. The playground and fencing has finally been approved by the HOA.

Retention

“Move Up Day” has been scheduled for May 16th and we will release teacher placement prior to that date. The climate survey will be sent out near the end of this month and results will be available at the next board meeting.

Faculty Retention

Shannon is continuing to work with Tina to develop a pay scale now that we have enrollment numbers to budget around. That pay scale will be presented to the board along with the budget for 17-18 at the May board meeting.

James is working on finishing up evaluations for the current staff and aligning the evaluations with the CDE standards for teacher quality.

Behavior/Discipline

We are continuing to move forward on developing a PBIS to implement starting 2017-18 guided by feedback provided by faculty as well as external resources.

Curriculum

Samples for science and grammar/writing curriculum arrived at school late last week. Teachers will have a chance to review the curriculum and give feedback at upcoming staff meetings. Science is something that can be built starting at fifth grade and gradually working our way down as more funds become available in coming years, but it is vital that the school invests now in a literacy curriculum that spans, along with appropriate teacher training. Andy Franko will be an invaluable resource when vetting the many options that are available.

Jami Montoya and Stephanie Hutchinson attended an NWEA webinar to gather more information on replacing Scantron with the interim MAP assessment next year. We have an official quote to test kinder through fifth graders on math and ELA, and while it is pricier than Scantron, the information that teachers will receive in the MAP reports will be instrumental in helping teachers inform instruction, target gaps, and support growth. The reports also predict achievement on state assessments.

Assessments

PARCC testing began on Tuesday and will continue through April 27. Students were motivated with a PARCC Pep Rally last Thursday, and Ms. Cruise's energizers are getting their brains buzzing in the mornings. As our academic growth was a performance challenge on the UIP, which was submitted to CSI last week, we have set a median growth percentile (MPG) goal of 41 on ELA for this school year, moving to 50+ in the 2017-2018 school year. Last year our MPG was 33. In math, the MPG goal is 38 for this year, and 50+ in the 2017-2018 school year. Last year the MPG in math was 25, which was a major contributing factor in our improvement performance rating. Results of this year's PARCC test will be released in the late summer/early fall.

The end of year testing window for both Scantron and DIBELS opens at the beginning of May. First through fifth graders will take Scantron tests on both math and ELA, and kinder through third graders will be benchmarked on the end of year DIBELS assessment. Complete data will most likely not be available by the next board meeting, but Jami Montoya will give updates where appropriate.

UIP

The UIP was submitted to CSI last week, and it addressed four major Performance Challenges: 1) TPAAK students have not made adequate growth (MGP) in ELA. 2) TPAAK student have not made adequate growth (MGP) in Math. 3) Minority students produced lower mean scaled scores in ELA and Math than non-minority. 4) TPAAK did not have a CMAS/PARCC 95% participation rate in Science. Action plans surrounding efficacy in timely data analysis, coordination in school-wide math and literacy interventions, professional teacher and curriculum development, and consistent record keeping protocols will help to address these challenges over the next two years. If you would like to see the UIP in more detail, please see Shannon or Jami for login credentials.

T. R. Paul Academy of Arts and Knowledge

OBJECTIVE:

To create a successful and sustainable school environment focused on Academic, Financial, Operational, and Governance.

RATIONAL:

T.R. Paul Academy of Arts and Knowledge (TPAAK) has made an incredible impact on the lives of students and families it has served. Confronted with many challenges and changes, TPAAK continues to provide a quality education through a safe and secure, Arts and Humanities focused learning environment. Under new authorization and partnership with Tatonka Education Services, TPAAK faces yet another opportunity to secure the foundations of charter school's mission and vision. While the school community has never lost sight of its identity and purpose - financial, instructional, leadership, and support systems have been shallow rooted. As the school faces fresh transitions, the time is ripe for innovation and deep strategy focus.

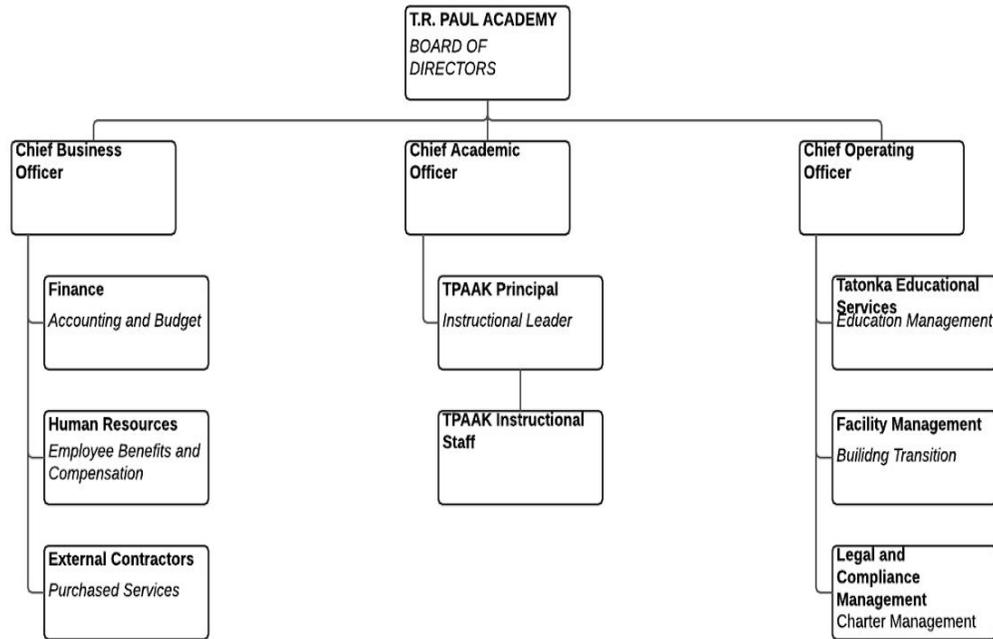
The traditional "Head of School" model has not been one of sustained success at TPAAK. In 2010, a school counselor filled the role in a time of desperate operation and financial need. After an abrupt exit, a traditional school leader took on the responsibility during a time of academic lull. Once again, the school transitioned the lead role, this time with a classroom teacher. Now in a full cycle of chase the tail, academics became a priority while operations and governance fell far behind. Recent governance and leadership has regained ground, but success cannot be contributed to the work of one individual.

Recognizing the historical challenges, and the difficulty in finding an individual who possess the competencies and talent to lead a multifaceted organization, a reorganization must be considered. With the re-authorization of the charter, one would think there is opportunity to breath and relax. The contrary is the reality as two academic years is a limited time to develop, implement, and demonstrate the essential structures that will propel the school into the bonus years of the conditional charter agreement.

PROPOSAL:

The "Chief Officer" system is intended to capitalize on the strengths of individuals, enhance collaboration, and create human capital efficiency. While the Board of Directors maintains its position as the governing and decision making body of the school, a trio of administrators will collectively report directly to the board. The organization chart illustrates the proposed structure.

T. R. PAUL ACADEMY OF ARTS AND KNOWLEDGE



Primary Functions of the Chief Business Officer

- The Chief Business Officer (CBO) serves as the executive leader of the business office. The CBO provides oversight and direct decision making in all financial matters to include budget and enrollment, accounting, human resources, and contracts. The CBO leads the finance committee. In addition, the CBO provides the monthly financial report to the board and manages the support staff of the school.

Primary Functions of the Chief Academic Officer

- The Chief Academic Officer (CAO) serves as the executive leader of the academic team. The CAO provides oversight and direct decision making in all academic matters to include curriculum, instruction, evaluation, and improvement planning. The CAO leads the academic leadership team. In addition, the CAO provides the monthly academic report to the board and manages the Principal who in-turn, manages the instructional staff of the school.

Primary Functions of the Chief Operating Officer

- The Chief Operating Officer (COO) serves as the executive leader of the operations team. The COO provides oversight and direct decision making in all operation matters to include the education service contract, compliance and reporting to the authorizer, facility agreements, and legal oversight. The COO provides the operations report to the board and manages the employees of Tatonka Education Services.

Each Chief Officer is responsible to the role set forth, but is also responsible to the overall success of the school and other Chief Officers. Weekly communication ensures clarity of day-to-day operations. Monthly meetings take place to maintain communication and to develop the agenda for the monthly board meeting. The agenda is proposed to the President of the board a minimum of one week prior to the regular scheduled board meeting. The Board has the opportunity to adjust the agenda as needed prior to posting.

At the inception of Chief Officer system, the Chief Business Officer and the Chief Operating Officer will transition from the current roles of Business Manager and Regional Vice President respectively. For the purpose of Tatonka Education Services, the position titles of Business Manager and Regional Vice President shall be maintained.

Given the addition of the Chief Academic Officer to the proposed structure, a detail of this position is as follows:

CHIEF ACADEMIC OFFICER

The Chief Academic Officer shall be an independent consultant, contracted by the Board of Directors. The work product created by the independent consultant shall remain the property of the consultant unless otherwise specified in writing.

The CAO will perform a diagnostic document and site review to inform the process of provide coaching, training, and oversight to the school leaders via weekly mobile and quarterly onsite meetings. The deliverables for the meetings are described as *Action Items*.

ACTION ITEMS:

Vertical Alignment:

- Meet with K-2, 3-5, and SPECIALS to establish grade level In's and Out's in each content. Establishing standards based learning objectives and grade level benchmarks.
- Establish learning objectives to develop common assessments
- Utilize learning objectives to develop lesson plans

Common Assessments:

- Use established learning objectives and grade level benchmarks, build common assessments that will give teachers feedback about instruction and learning
- Collect data from the common assessment
- Use data from the common assessment to guide data team discussions and drive instruction

Quarterly Instructional Reviews (QIR):

- Build the QIR portfolio
- Develop goals and align them to the Professional Development (PD) plan
- Train Academic Administrators to develop norms for Quarterly Instructional Reviews.
 - Understand what to look for, questions to ask, how to provide specific feedback, etc.

Formative Assessment Plan:

- Provide guiding principles for test administration
- Collect Fall, Winter, Spring data
- Use data as part of the School Improvement Plan
- Develop a system of diagnostics for state testing
- Use data to develop differentiated/tutoring instruction

Unified Improvement Plan (UIP):

- Use longitudinal data in root cause analysis
- Develop priority improvement strategies based on root cause analysis
- Develop action plans and interim measures for review of growth towards goals
- Deliver the UIP to School Accountability Committee (SAC), with recommendation to the board

Instructor Evaluation:

- Develop a system of evaluation reflecting the standards set forth by the state and Tatonka Education
- Norm classroom visit protocol to establish consistency in evaluation
- Develop action plans for instructors who need plans of remediation
- Develop and implement a Principal which meets state standards

Enrollment Action Plan:

- Diagnosis enrollment trends
- Analyze trends towards academic performance
- Create an enrollment action plan based on trends and academic performance
- Deliver enrollment action plan to CBO/COO

READ ACT Implementation and Compliance

- Build appropriate systems to implement the READ Plan as described in statute
- Build progress monitoring and intervention models
- Develop and review READ Plans
- Review and modify

PROPOSED SCHEDULE (Enrollment and READ Plans to be continual conversations)

	<i>VERT ALIGN</i>	<i>COMMON ASSMNTS</i>	<i>QIR</i>	<i>FORMATIVE ASSMNTS</i>	<i>UIP</i>	<i>EVAL</i>
<i>VISIT 1 (AUG / SEPT)</i>	Model In/out meetings to establish grade level expectations in content areas. Provide a template to be completed during the meetings.	Begin the process of building item pools based on outcomes from vertical alignment meetings. Set protocol for implementing Q1 common assessments.	Establish Academic Admin teams. Present criteria and expectations to staff. Model QIR conferences. Establish SMART Goals for PD to be reviewed with AA during Q1.	Site protocol is established. Testing schedules are complete. Between visits Scantron data from fall testing will be evaluated and an action plan based on the data will be created and included in the UIP.	Gathering of data from previous 3 years. Gather student achievement data – state/internal Gather enrollment data. Begin looking for trends to develop root causes. Establish priority improvement needs. Formulate action plan committee.	Review the approved evaluation plan. Conduct walk-through classroom visits to norm protocol. Between visits the school admin will conduct preliminary observations based on teacher quality standards 1-5.
<i>VISIT 2 (NOV /DEC)</i>	Review curriculum/ Standards/ Objectives and evaluate pacing.	Review Q1 common assessments. Make adjustments to items as needed. Evaluate Q2 assessments. Ensure alignment to Learning Objectives.	Sit in on Q2 QIR with an AA. Review Q1 Common Assessment data and look for evidence of informed instruction based on findings.	Analyze winter data as state test predictor. Develop intervention / Tutoring groups to ensure growth towards standard mastery prior to state	Finalize UIP for School Accountability Committee review. Move UIP to SAC, CBO, and COO for acceptance and Board approval. Evaluate action plans and progress through observed evidence.	Review of fall observation records. Ensure reporting and feedback is accurate. Develop plans of remediation for instructional staff below the proficient mark.

				testing.		
VISIT 3 (FEB)	Review curriculum/ Standards/ Objectives and evaluate pacing.	Begin to align common assessment growth to Scantron growth. Review Q2 CA data. Evaluate Q3 test items.	Review IPDP goal evaluation. Ensure self-evaluations and CIS evaluations on the IPDP have been completed.	Evaluate intervention / Tutoring groups to ensure growth towards standard mastery prior to state testing.	Evaluate action plans and progress through observed evidence.	Review all instructional staff reports. Conduct walk-through visits with school admin. Review plans of remediation.
VISIT 4 (MAR /APR)	Make necessary adjustments based on review of objectives, growth, and pacing.	Review Q3 CA data. Evaluate Q4 test items. Look at trends in performance compared to grades in the grade book.	Collect and review sample portfolios. Document outcomes of artifacts in the Evaluation Report to determine effective teaching status.	Review final preparations for Year End testing. Review testing schedule and make final adjustments as needed. Post visit and test completion: Build year end analysis report. Capture specific growth indicators and evaluate correlation to the state test.	Yearend review of implemented action plans and the effect on root causes. Begin the process of evaluation for priority improvement strategies for the following school year.	Finalize evaluation reports. Advise on decisions to move staff off of plans or to move towards no offer letter.

Term of Contract

This proposal is presented as a request to consider by Andy Franko, sole consultant of Minga Education, a Limited Liability Corporation. Minga Education was established with the mission to empower communities to better serve students. This project exemplifies the possibilities of what can be accomplished when communities come together for children.

Upon consideration of the proposal, Minga Education will provide the TPAAK Board and Tatonka

Education a contract outlining the terms of the agreement.

Requested Terms:

WORK TYPE	DATES	QUANTITY in HOURS	RATE
<i>PHASE I</i>			
Document and Site Visit Review - Provide a detailed report to the board.	April - May 2017	20	\$4,000
System and document development	April - June 2017	20	\$4,000
Systems Training and Deployment	July 2017	10	\$2,000
<i>PHASE I work will be billed July 1 2017 unless otherwise requested by the school.</i>			
<i>PHASE II</i>			
Monthly service to the school - weekly mobile meetings with leadership team and COO/CBO, Monthly reports to the Board of Directors, Quarterly onsite visits.	July 2017 - June 2018	10	\$2,000(x12)
<i>Phase II work will be billed monthly on the 1st beginning on August 1, 2017, concluding July 1, 2018. At that time a new term may be negotiated.</i>			
TOTAL			\$34,000
<i>Travel and incidentals expenses will be at the cost of Minga Education.</i>			

CONSULTING AGREEMENT

This Agreement (the "Agreement") made as of April xx, 2017 ("Agreement Date") is between Minga Education, a Colorado limited liability company with a principal place of business at 12425 Black Hills Drive, Peyton CO 80831 (the "Consultant") and the T.R. Paul Academy of Arts and Knowledge charter school with a principal place of business at TR Paul Academy of Arts and Knowledge 4512 McMurry Avenue Fort Collins, CO 80525 ("TPAAK").

WHEREAS, Minga Education is in the business of providing educational consulting services and has developed a unique methodology for performing such services;

WHEREAS, the Consultant has specialized knowledge and experience in the education profession; and

WHEREAS, TPAAK desires to retain the services of the Consultant to assist TPAAK in providing educational leadership, and as outlined in the Proposal and as it shall determine and request, and the Consultant wishes to renders services to TPAAK on the terms and conditions described herein.

NO, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the parties hereby agree as follows:

1. Term. TPAAK shall retain the Consultant for a term commencing upon the Agreement Date and continuing until June 31, 2018 at which point this agreement will be automatically renewed on an annual basis for a term of one calendar year each unless earlier terminated pursuant to Section 11 hereof.
2. Services/Work Order. During the term of the Agreement the Consultant will perform general consulting services to the reasonable satisfaction of TPAAK. Services will be provided as described in the Work Order which shall become a part of and be subject to all of the terms and conditions of the Agreement, and which shall be numbered and attached hereto as part of Addendum A. The Consultant shall perform the services described in each Work Order issued pursuant to the Agreement (the "Services"). By mutual agreement of the parties, additional services may be added to an existing Work Order.
3. Payment. In consideration of the satisfactory performance of the Services by the Consultant, TPAAK agrees to pay the Consultant the amount specified in the Work Order hereto in the manner and upon the terms specified in the Work Order. Additional payment terms may be added to the Work Order to reflect any additional services in the Work Order.
4. Confidentiality.

- a. Confidential Information. The Consultant acknowledges and understands that in the performance of services as a consultant to TPAAK the Consultant will obtain knowledge of or otherwise become exposed to Confidential Information (as defined below). The Consultant agrees that Consultant shall not, either during the term of the Agreement or at any time thereafter, except to the extent required in the performance of the Services hereunder or by law, (i) use, reproduce or disclose any Confidential Information to third parties, (ii) remove or aid in the removal from the premises of TPAAK of any Confidential Information or any property or material relating thereto, or (iii) remove any proprietary rights legend from any Confidential Information or any property or material relating thereto. The Consultant also agrees that if any Confidential Information is subject to disclosure by the Consultant through judicial or governmental order, Consultant shall promptly notify TPAAK and take reasonable steps to assist in contesting such order if so requested by TPAAK.
 - b. Delivery of Material. Upon the termination of the Services hereunder, or at any other time TPAAK may so request, the Consultant will return to TPAAK all documents, computer disks and storage devices and other materials (and all copies thereof) which contain or embody Confidential Information which the Consultant may then possess or have under Consultant's control.
 - c. Definition. For the purposes of this Section 4, "Confidential Information" shall mean any information, including without limitation, "know-how", trade secrets, operational methods, and other business affairs of TPAAK, which is made available to the Consultant or to which the Consultant otherwise becomes exposed in the course of performance of the Services hereunder. Confidential Information does not include any information that (i) at or prior to the time of its disclosure or exposure to the Consultant, was generally known by the public, (ii) was available to the public prior to its disclosure or exposure to the Consultant, or (iii) is now or subsequently becomes generally known in the industry of TPAAK is part without fault of the Consultant or otherwise by the Consultant's breach of any agreement with TPAAK.
5. Nondisclosure.
- (a) The Consultant agrees that Consultant will not, during the Applicable Period, (i) solicit any employee or consultant of TPAAK to leave the employ of, or to no longer act as a consultant to, TPAAK, (ii) solicit any of the employees or consultants of TPAAK to become employees or consultants of any other person or entity or (iii) solicit any customer of TPAAK with who the Consultant has had contact through TPAAK,

with respect to the business in which TPAAK is or becomes engaged during the term of the Agreement.

- (b) For the purpose of this Section 5, the “Applicable Period” shall mean the term of the this Agreement and for a one (1) year period commencing on the last day thereof, regardless of whether the Consultant was terminated at the election of TPAAK, with or without cause, or at the election of the Consultant, with or without good reason.

6. Ownership of Work Product; Marketing. The Consultant warrants that Consultant has or will have good and marketable title to all work product created or produced by the Consultant (whether alone or with others) while performing the Services hereunder, including without limitation all documents and reports, whether written, oral or recorded on any medium, as well as any ideas, concepts or methods, or any intellectual property rights embodied therein (together, the “Work Product”), and that all Work Product shall be free of all liens, claims, encumbrances or demands of third parties. TPAAK shall own, and the Consultant agrees to assign, during the term of this Agreement and at any time thereafter, to cooperate with TPAAK and to execute and deliver any and all assignments, certificates, documents or other instruments perfecting, defending or evidencing such ownership by TPAAK as TPAAK shall reasonably request. TPAAK may use the Consultant’s biographical information in its marketing materials.

7. Independent Contractor Status. The parties hereto agree that the Consultant is an independent contractor, and nothing herein or in the relationship of the parties shall alter or affect such status. Without limiting the generality of the foregoing, the parties hereto acknowledge that at all times during the term of this Agreement.

- (a) The Consultant shall have the right to perform services for others subject to Section 5 hereunder;

- (b) The Consultant shall have the sole right to control and direct the means, manner and method by which the Services will be performed;

- (c) The Consultant shall have the right to perform the Services at such places, locations or times as it shall be deemed appropriate;

- (d) The Consultant shall furnish all equipment and materials necessary to provide the Services; and

- (e) TPAAK shall not require the Consultant to devote full time to performing the Services hereunder.

8. Professional Services. Consultant shall perform the Services with the skill and care that would be exercised by comparable qualified professionals performing similar services. The Services shall be performed in accordance with the ethical standards of the education profession.

9. Business Permits, Certificates and Licenses. The Consultant has complied with all federal, state and local laws requiring business permits, certificates and licenses required to perform the Services hereunder.

10. Indemnification. The Consultant shall indemnify and hold harmless TPAAK, and its assigns, for and from all claims, demands, actions, and liabilities arising from the Consultant's failure to comply with a duty established by this Agreement or by law, any violation of this Agreement, or for Consultant's negligence or willful misconduct in performing the Services hereunder.

11. Termination.

(a) This Agreement may be terminated for any reason prior to the expiration of the term by TPAAK at any time upon ten (10) days prior written notice to the Consultant. In addition, TPAAK may terminate this Agreement immediately upon written notice to the Consultant at any time if in its reasonable discretion TPAAK believes that the Consultant has acted with gross negligence or willful misconduct with respect to Consultant's duties and obligation hereunder or has breached any provision of Section 4 or 5 of this Agreement. Termination of this Agreement shall terminate all Work Orders issued hereunder without any further act or notice.

(b) This Agreement may be terminated prior to the expiration of the term hereof by the Consultant's written notice to TPAAK of such termination (i) the occurrence of a material breach by TPAAK of any provision of this Agreement; provided, that Consultant gives TPAAK written notice of such breach and, though curable, continues unremedied for a period of sixty (60) days after receipt of such written notice by TPAAK.

(c) The parties agree that any termination of this Agreement shall be carried out with the intent of effecting an orderly termination of services. Upon termination of this Agreement, TPAAK will pay Consultant all payments due under Section 3 earned through the effective date of termination.

12. Notices. Any notice or other communication given pursuant to this Agreement shall be in writing and shall be personally delivered, sent by overnight courier or express mail, or mailed by first class certified or registered mail, postage prepaid, return receipt requested as follows:

(a) If to the Consultant:

Minga Education
Attn: Andy Franko
12425 Black Hills Dr.
Peyton, CO 80831

(b) If to TPAAK:

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

or to such other address as the parties shall have designated by notice to the other party.

13. Enforceability, etc. This Agreement shall be interpreted so as to be effective under applicable law, but if any portion hereof is prohibited or invalid, such portion shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement. If any one or more of the provisions contained in this Agreement are for any reason held to be excessively broad as to duration, geographical scope, activity or subject, such provisions shall be construed by limiting and reducing them so as to be enforceable to the maximum extent permitted under applicable law.

14. Governing Law. This Agreement shall be governed by and constructed in accordance with the laws of the State of Colorado, without regard to its conflict of law provisions. Any claims or legal actions by one party against the other shall be commenced and maintained in any state or federal court located in the State of Colorado, and both parties hereby submit to the jurisdiction and venue of any such court.

15. Amendments and Waivers. No amendment or waiver of this Agreement or any provision hereof shall be binding upon the party against whom enforcement of such amendment or waiver is sought unless it is made in writing and signed by or on behalf of such party. The waiver by either party of a breach of any provision of this Agreement by the other party shall not operate as a waiver by that party of the same or any subsequent breach of any provision of this Agreement by the other party.

16. Binding Effect: Assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors and administrators, successors and assigns. This Agreement may not be assigned in whole or in part by the Consultant without the consent of TPAAK. TPAAK may assign this Agreement or any or all of its rights hereunder.

17. Survival. Section 4, 5, 6, 10 and 12 through 18 shall survive the expiration or termination of this Agreement for any reason.

18. Entire Agreement. This Agreement constitutes the final and entire agreement of the parties with respect to the matters covered hereby and replaces and supersedes all other agreements and understandings relating thereto.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the day and year above written.

T. R. PAUL ACADMEY OF ARTS AND
KNOWLEDGE

By: _____
Sam Kornfeld
Board President

MINGA EDUCATION LLC

Andrew Franko
Sole Consultant, Minga Education LLC

ADDENDUM A:



2017-18 WORK ORDER FOR SERVICES PROVIDED TO TPAAK ON BEHALF OF
MINGA EDUCATION LLC

Client	T.R. Paul Academy of Arts and Knowledge (“TPAAK”)
Client Job	Chief Academic Officer.17_18.TPAAK
Consultant	Andrew Franko - Minga Education LLC

From time to time during the term of the Consulting Agreement (“Agreement”) between Minga Education LLC and T.R. Paul Academy of Arts and Knowledge effective as of April xx, 2017, Consultant will provide general consulting services to TPAAK. This Work Order is prepared for a distinct service to be provided for the Client, shall be subject to all the terms and conditions of the Agreement.

SERVICES FOR CLIENT:

Tasks	Deliverable	Dates
Site Review Diagnostic Review	Academic Diagnostic Review report to the Board of Directors.	Late April - Early May 2017
Academic Improvement Plan	Prepared plan conferred with school administration and presented to the board.	June 1, 2017
Routine Consulting	Weekly check-in meeting with school administration. Review/Task plan conferred during each meeting.	Weekly/Monthly July 2017 - June 2018
Monthly Reporting	Monthly progress report to the Board of Directors	Monthly July 2017 - June 2018
Summative Report	Year-end Summative Report	June 1, 2018

TERM OF SERVICES:

PAYMENT TO CONSULTANT:

In consideration for mentoring, plan development, deployment, and reporting services to TPAAK as described above, Consultant will receive a fixed fee of \$10,000 for the Site Review, Diagnostic Review, and development of the Academic Improvement Plan. For Routine Consulting, Monthly Reporting, and the Summative Report, Consultant will receive a fixed fee of \$24,000 reflecting a minimum of 10 hours of monthly services provided to TPAAK.

MANNER OF SERVICES OR ADDITIONAL TERMS:

The Consultant will incur all travel and incidental expenses.

CONSULTANT INVOICING TO TPAAK:

The Consultant will invoice TPAAK for service rendered in April - June 2017 on July 1, 2017 in the amount of \$10,000, payable by July 15, 2017.

The Consultant will invoice TPAAK for monthly services in the amount of \$2,000 beginning August 1, 2017 and concluding July 1, 2018, payable by the 15th of each month.

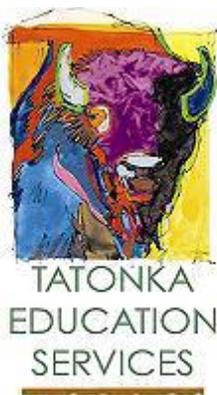
APPROVED BY:

Sam Kornfeld
T.R. Paul Academy - Board President

Date

Andrew Franko
Minga Education LLC - President

Date



E-Rate Request for Proposal

To: T R Academy of Arts and Knowledge

From: Tatonka Education Services

Date: 2/21/17

**Proliant 48 port switch –out of warranty-5 years old / UPS APC
SMT1500RM2U/Wireless access Points**

Existing Equipment: .

Details of

Equipment/Service :

**Network Switch not working out of warranty-5 years old. Universal Power supply
(UPS) no longer working. WAPS out dated as well.**

Aruba 2920-24G

Switch - managed - 20 x 10/100/1000 + 4 x combo Gigabit SFP - rack-mountable or equivalent.

Aruba 2920-24G-PoE+

Switch - managed - 20 x 10/100/1000 + 4 x combo Gigabit SFP - rack-mountable - PoE+ or equivalent

Cisco Meraki MR52 –HW

Cloud license part number: LIC-ENT-5YR

Hardware features

- 4 radios: 2.4 and 5 GHz, dual-band WIDS/WIPS, and Bluetooth Low Energy (BLE)
- 4-stream 802.11ac Wave 2, up to 2.5 Gbps
- 2 x Gigabit Ethernet port
PoE: 802.3at

Tripp Lite UPS 650VA 325W Desktop Battery Back Up AVR Compact 120V USB Muted Alarm

UPS - AC 120 V - 325 Watt - 650 VA - USB - output connectors: 8 or equivalent

Proposed new equipment and service

Effective Date: Change out date scheduled for TBD.

Reason for Recommendation of equipment change or service change:

TPAAK Hardware out dated and unable to service some of the equipment that is no longer under warranty.

1. **Category 2: Network Hardware**

- ✓ **2 Switches** TPAAK will take over the CEC 2 48 port switches and migrate over to TPAAK's network.
- ✓ **7 WAPS** - TPAAK will take over the 7 Arubas and migrate over to TPAAK's network.
- ✓ **UPS/UPC** – TPAAK will need to purchase since there UPS is out dated. TPAAK will pay 50% cost on this piece of equipment.

UPS Quote APS(6 connector) Estimate Cost: \$489.00

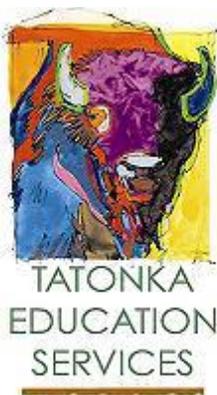
E-Rate 50% Estimate Cost: \$244.50

2. **Hardware Outside of E-Rate:** TPAAK, absolutely needs a new Server. We have obtained some bids and it looks like that cost is running around \$2000.00. Their current Server is running windows 2003 which has become obsolete this year. Due to the poor state and age of the current server I strongly recommend this purchase. The server must be purchased at least 2 weeks before the move in date of June 26th so we join to the network to have all users access up and running in the new building.

Note* School is still responsible for covering at least 50% of the costs under e-rate for the equipment. The final percentage will be determined by the free/reduced lunch numbers.

Board Approval: _____

Date: _____



Tatonka Education Services

Contract Recommendation Form

To: T.R. Paul Academy of Arts & Knowledge

From: Tatonka Education Services

Date: 4/4/17

Existing Contract: Comcast 50/10Mbps

Details of Contract: _____

Proposed new contract or service: Comcast 100/20 Mbps (E-Rate) Internet

Effective Date: As close as possible to 7/1/17 – depending upon move date

Reason for Recommendation of contract or service change:

TPAAK is moving to a new location and the internet needs to be upgrade. Fiber would be the ideal solution, but is cost prohibit at this time, as the school would need to pay \$ 5,000 of the \$ 12,197 in construction cost to have fiber. The monthly cost is \$ 725.00/month for 100/100 Mbps with a 3 year contract.

CEC is currently running 100/20 Mbps in the Wheaton building and it does okay for them. Comcast will charge us \$ 199.95/month plus \$ 19.95 for a 1 static IP address, plus taxes. The install charges are \$ 49.00 for a 3-year contract, \$ 99.00 for a 2 year contract, and \$ 199.00 for a 1 year contract. The school is eligible to have E-Rate cover 50% of the cost of the monthly service.

We recommend a 2 year contract with Comcast for 100/20 Mbps.

Estimated cost: 2 year

Monthly:	\$99.95
On time installation fee:	\$ 49.00
Static IP	<u>\$ 19.95</u>
	\$168.90

Estimate E-Rate 50% 1st month cost \$84.45 with installation plus taxes/fees, and for the following 23 months the Estimate cost \$59.95 plus taxes/fees.
We recommend a 2 year contract with Comcast for 100/20 Mbps.

Board comments or instructions:



Board Approval: _____

Date: _____