

**T.R. Paul Academy of Arts and Knowledge
aka Northern Colorado Academy of Arts and Knowledge
4800 Wheaton Drive, Fort Collins, CO 80525**

Board Meeting Agenda for Wednesday, July 12, 2017 at 4pm
4800 Wheaton Drive, Fort Collins, CO 80525
Room 100B
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 April, May and June meeting
 Motion by: _____ Seconded by: _____
 Kilbon () Kornfeld () Manguso () Nyberg () Walser ()

- ## B. Executive Summary

III. OLD BUSINESS

- A. Discussion of TES Service Provider Agreement
- B. TPAAK/CEL Agreement
- C. Vision/Mission Discussion

IV. CLOSING SECTION

- A. Motion to Adjourn
- Motion by: _____ Seconded by: _____
- Kilbon () Kornfeld () Manguso () Nyberg () Walser ()

Board Meeting Agenda for Wednesday, April 12, 2017 at 4pm
4512 McMurtry Drive, Fort Collins, Colorado, 80525

I. OPENING SECTION

A. Call to Order: 16:07

B. Board Members in attendance: Kilbon (X) Kornfeld (X) Manguso (X)
Nyberg (Absent) Walser (X)

C. Approval of Agenda
Motion by: Kilbon Seconded by: Manguso
Aye: Kilbon, Kornfeld, Manguso, and Walser
Absent: Nyberg

II. OFFICER REPORTS

A. Secretary's Report
Motion to approve minutes from March 8th, 2017: delayed

B. Treasurer's Report
Motion to approve February Financials
Motion by: Manguso Seconded by: Kilbon
Aye: Kilbon, Kornfeld, Manguso, and Walser
Absent: Nyberg

III. Actions

Motion for work order submitted by Minga Education, LLC: Approved
Motion by: Kilbon Seconded by: Walser
Aye: Kilbon, Kornfeld, Manguso, and Walser
Absent: Nyberg

Motion to approve contract submitted by e-Rate: Approved
Motion by: Kilbon Seconded by: Manguso
Aye: Kilbon, Kornfeld, and Manguso
Absent: Nyberg and Walser

Motion to approve contract to increase Comcast speed increase: Approved
Motion by: Kilbon Seconded by: Manguso
Aye: Kilbon, Kornfeld, and Manguso
Absent: Nyberg and Walser

Motion to approve filing of Form 990 and performance of Audit: Approved
Motion by: Manguso Seconded by: Kilbon
Aye: Kilbon, Kornfeld, and Manguso

Absent: Nyberg and Walser

IV. OLD BUSINESS

-Transition of school leadership

V. NEW BUSINESS

-Board Training Set for Saturday April 29th at 8:00 am.

VI. Adjourn at 17:45

**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

I. OPENING SECTION

Call to Order via Conference: 17:05

Board Members in attendance: Kilbon (X) Kornfeld (X) Manguso (X)
Nyberg (Absent) Walser (X)

Approval of Agenda

Motion by: Walser Seconded by: Kilbon
Aye: Kilbon, Kornfeld, Manguso, and Walser
Absent: Nyberg

II. OFFICER REPORTS

Secretary's Report

Motion to approve minutes from March 8th, 2017: Approved

Motion by: Manguso Seconded by: Kilbon
Aye: Kilbon, Kornfeld, Manguso, and Walser
Absent: Nyberg

Treasurer's Report

Motion to approve April Financials

Motion by: Manguso Seconded by: Kilbon
Aye: Kilbon, Kornfeld, Manguso, and Walser
Absent: Nyberg

III. Actions

Motion to pay staff for last two furlough days of May: Approved

Motion by: Kilbon Seconded by: Walser
Aye: Kilbon, Kornfeld, Manguso, and Walser
Absent: Nyberg

Motion to excuse payment of tuition for staff recommended retentions of kindergarten
students: Approved

Motion by: Manguso Seconded by: Walser
Aye: Kilbon, Kornfeld, Manguso, and Walser
Absent: Nyberg

Motion to contract for moving of smartboards to new facility: Approved

Motion by: Kilbon Seconded by: Walser
Aye: Kilbon, Kornfeld, Manguso, and Walser
Absent: Nyberg

Motion to signing of new All-Copy printer contract: Approved

Motion by: Kilbon Seconded by: Walser

Aye: Kilbon, Kornfeld, Manguso, and Walser

Absent: Nyberg

Motion to purchase new Chromebooks laptops: Approved on the condition that we confirm that Chromebooks are confirmed compatible with the school's programs

Motion by: Walser Seconded by: Kilbon

Aye: Kilbon, Kornfeld, Manguso, and Walser

Absent: Nyberg

Motion to purchase new server: Approved

Motion by: Manguso Seconded by: Walser

Aye: Kilbon, Kornfeld, Manguso, and Walser

Absent: Nyberg

IV. OLD BUSINESS

Board Training was conducted on April 29th.

- Revision of school's Mission and Vision and Name with focus on providing students on Self-Confidence, strong sense of individuality, self-esteem, and a safe place to learn that different is good.

V. NEW BUSINESS

- Tatonka service contract needs renewal:

Board has questions about tasks, overlap, and cost

-Northwest Council for Computer Education. NCCE

-National Center for Education Statistics. NCES

VI. Next meeting date not sent.

Adjourn at 21:02 or 21:23

**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, June 21, 2017 at 4pm
4512 McMurry Drive, Fort Collins, Colorado, 80525

I. OPENING SECTION

Call to Order via Conference: 16:08

Board Members in attendance: Kilbon (X) Kornfeld (X) Manguso (X)
Nyberg (Absent) Walser (X)

Approval of Agenda

Motion by: Kilbon

Seconded by: Walser

Aye: Kilbon, Kornfeld, Manguso, and Walser

Nay: None

Absent/ Abstain: Nyberg

II. OFFICER REPORTS

Secretary's Report

April and May Minutes not available by Meeting, Table until July Meeting

Treasurer's Report

Motion to affirm May Financials: Approved

Motion by: Kilbon

Seconded by: Kornfeld

Aye: Kilbon, Kornfeld, Manguso, and Walser

Nay: None

Absent/ Abstain: Nyberg

III. Actions

Motion to select Sanctified Communications bid to move phones to new location:

Approved

Motion by: Kilbon

Seconded by: Walser

Aye: Kilbon, Kornfeld, Manguso, and Walser

Nay: None

Absent/ Abstain: Nyberg

Motion to extend Tatonka Service Agreement by thirty days from today: Approved

Motion by: Manguso

Seconded by: Walser

Aye: Kilbon, Kornfeld, Manguso, and Walser

Nay: None

Absent/ Abstain: Nyberg

Motion to reduce past rent due from preschool by 50%: Approved

Motion by: Kilbon

Seconded by: Walser

Aye: Kilbon, Kornfeld, Manguso, and Walser

Nay: None

Absent/ Abstain: Nyberg

Motion to select Budget reflecting 3% salary increase for 2017-18 academic year:

Approved

Motion by: Kilbon

Seconded by: Walser

Aye: Kilbon, Kornfeld, Manguso, and Walser

Nay: None

Absent/ Abstain: Nyberg

IV. OLD BUSINESS

- Tatanka service contract

V. NEW BUSINESS

- Rebranding: Mission, Vision, and Name

VI. Next meeting date not sent.

Adjourn at 18:32

Executive Summary 7.12.2017

Enrollment

	Re-Enrolled	Not Re-Enrolling	New Applicants	Completed Apps	Potential Final Enrollment	Actual Final Enrollment	Budget: Submitted Projections	Homeschool Potential	Homeschool Completed	Max Per Grade	Potential Openings Remaining	Actual Openings Remaining
1/2 K	0	0	8	8	8	8	0	0	8	0	0	
Full K	0	0	33	32	33	32	0	0	33	1	1	
1st	30	9	8	7	38	37	39	1	1	48	10	11
2nd	34	5	10	8	44	42	42	4	4	48	4	6
3rd	26	2	5	5	31	31	28	0	0	48	17	17
4th	27	4	5	3	32	30	33	0	0	50	18	20
5th	35	4	7	6	42	41	40	2	2	50	8	9
Total	176	24	76	69	228	221	222	7	7	285	58	64
FTE	176	24	58.78	52.2	210.78	204.2	202.7	3.5	3.5	267.78	57.58	63.58

Budgeted FTE	202.7
Actual Enrollment	204.2
Enrollments Pending	6.58
Actual + Pending	210.78
Homeschool	3.5

*Homeschool not added into any totals

The school has started working with MadWire to assist with marketing. They will redesign the website as well as move it to a new server. Load times will be significantly improved and times the website is down will be limited. They will also help with creating paid ads on Google Ad Words and Facebook and will specifically target families at certain schools and geographic areas.

Centerra event update

Student Retention

We had a great turnout at Spring Canyon picnic on June 28. Six newly enrolled families showed up and at least 10 returning families. The new families were connected with teachers and other students in their grade levels. One teacher from each grade level was represented at the event, as well specials, admin, and the board. We look forward to having all our teachers at the School Warming Party on August 11, and are excited to have families see the school.

Schedule

The master schedule for next year is solidified, and we will start making class lists next week. Previous teachers, specials teachers and admin all contribute to the formation of class lists, in addition to academics, personalities, accommodations, and parent requests. Students will receive a phone call from their teachers before the School Warming Party on August 11.

Professional Development

The preservice schedule is nearly set as well. Joseph will be conducting a Crisis Prevention Institute training, and Andy will be coming up to help Jami present the new evaluation system, lesson planning, and quarterly instruction reports to teachers.

Jami attended a new principal training with the League of Charter Schools that was insightful and helpful, particularly in the areas of year-long planning and prioritizing, teacher-admin relationships, and shared vision. She will share some of those planning strategies with staff during preservice, and will have a shared vision activity to do with staff for preservice, with parents at Back to School Night, and with students during the first week of school.

Jami and Shannon will attend the CSI New Leaders Boot Camp at the end of July, and are also looking into a new principal cohort that the League will be hosting over the course of the school year.

School Safety

Brad Stiles, an Emergency Response Outreach Consultant, will come to the school on 8/7 and 8/21. The first day will be spent doing an assessment of the new facility and working on revising our current EOP. The second day will be spent training the Crisis Team as well as a separate school wide staff training.

Policies/Handbooks

We are reviewing current policies as well as creating missing policies. These, in addition to the Student Handbook, will be presented for approval at the August board meeting.

AMENDED AND RESTATED PROVIDER SERVICE AGREEMENT

This Amended and Restated Provider Service Agreement (the "Agreement") is made and entered into as of the 30 day of June, 2016, by and between Tatonka Education Services, Inc. PBC, a Colorado public benefit corporation ("TES"), and Northern Colorado Academy of Arts and Knowledge, d/b/a T.R. Paul Academy of Arts and Knowledge, a Colorado nonprofit corporation ("Charter School").

RECITALS

A. Charter School has been granted a contract (the "Charter") from the Colorado State Charter School Institute (the "Authorizer") to organize and operate a public charter school under the laws of the State of Colorado (the "Code").

B. TES was established to provide professional assistance and expertise to schools.

C. Charter School and TES entered into a Provider Service Agreement dated December 22, 2015 with a termination date of June 30, 2016 (the "Prior Agreement").

D. Charter School and TES desire to amend and restate the Agreement and extend the termination date on the terms and conditions contained herein.

THEREFORE, the parties mutually agree as follows:

ARTICLE I- TERM

1.1 Term. Subject to Article IX and Section 1.2 below, this Agreement will become effective July 01, 2016, and shall terminate June 30, 2017 (the "Termination Date"). The Prior Agreement shall remain in full force and effect until June 30, 2016, unless otherwise terminated per the terms of the Prior Agreement.

1.2 Renewal. After the 2016-2017 school year, renewal will be determined on an annual basis by agreement of both parties 120 days prior to the start of each fiscal year.

ARTICLE II- SERVICES

2.1 Services. For the term of this Agreement, unless terminated for purposes defined in this Agreement, TES will provide Charter School with the following services (the "Services"):

A. Human Resource Administration. TES will act as a staffing firm and provide personnel management for Charter School for educational, administrative, and all other staff and personnel. As a staffing firm TES shall:

i. Recruit, screen, interview, and assess all staff members necessary to meet the objectives of Charter School as defined by the Board of Directors.

a. TES may physically inspect the work site and work processes to review and address, in coordination with Charter School, work performance issues and employment policies relating to staff conduct.

b. TES shall make recommendations to Charter School for the hiring or termination of staff. While authority to supervise all on-site staff performance shall be held by Charter School, Charter School may delegate this authority to the Executive Director by resolution of Charter School's board. On-site staff, as they are referred to in this Agreement, are TES employees that perform services specifically for Charter School, at Charter School's facility on a daily basis.

c. Charter School shall have authority to recommend personnel and staffing changes to TES, approval of which will not be unreasonable withheld by TES. If TES objects to Charter School's recommendation TES shall provide its reasoning for rejection to Charter School's Board of Directors in writing.

ii. Ensure that all pre-employment background checks are performed on all staff hired after October 1, 2015. Background checks shall be required at each staff member's initial hire, but shall not be required annually for staff member's employed by TES the previous year. TES shall notify all staff hired after October 1, 2015 of all applicable policies, including confidentiality, holidays, vacations, health insurance benefits, employment handbook policies, and all other required legal notices. However, Charter School shall pay costs to perform background checks and print notices, as provided for in an approved budget.

iii. Preparation and transmission of payroll, withholding and taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving staff. However, Charter School shall approve any change of the payroll provider or payment of on-site staff. Any cost of changing providers during the term of the Agreement shall be paid by TES. Charter School shall be responsible for funding the cost of salary, wages, and premiums paid, as provided for in an approved budget, no less than 3 business days prior to any payroll cycle. Failure to make this payment shall be considered an immediate breach of this Agreement TES shall not be responsible for payment of any costs so listed in this section 2.1 (A)(iii).

iv. Acquire health insurance coverage for staff, which policy terms and limitations must be approved by Charter School. Charter School shall be responsible to pay for the cost of such health insurance coverage, as provided for in an approved budget, at the time the insurance premiums are due. Failure to make this payment shall be considered a breach of this agreement. TES shall not be responsible for payment of any costs so listed in this section 2.1 (A)(iv).

v. Ensure compliance, through the Executive Director, with federal, state and local labor and employment laws applicable to Staff, including the Immigration Reform and Control Act of 1986; the Internal Revenue Code ("Code"); the Employee Retirement Income Security Act ("ERISA"); the Health Insurance Portability and Accountability Act ("HIPAA"); the Family Medical Leave Act; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act; the Fair Labor Standards Act; the Consolidated Omnibus Budget Reconciliation Act ("COBRA"); the Uniformed Services Employment and Reemployment Rights Act of 1994; and, as set forth in subparagraph vi. (below), the Patient Protection and Affordable Care Act (ACA).

vi. Ensure compliance with all provisions of the ACA applicable to Assigned Employees, including the employer shared responsibility provisions relating to the offer of "minimum essential coverage" to "full-time" employees (as those terms are defined in Code §4980H and related regulations) and the applicable employer information reporting provisions under Code §6055 and §6056 and related regulations.

B. Fiscal Services and Consultation. The parties recognize that TES has expertise in regards to financial data and planning that can be of service to Charter School. As a fiscal consultant TES shall:

i. Prepare a proposed budget each year for presentation to Charter School's Board of Directors. Authority to approve a budget shall remain solely with Charter School's Board of Directors.

ii. Prepare and deliver to Charter School's Board of Directors a monthly accounting and detailed statements of all revenues received, from whatever source, with respect to Charter School, and detailed statements of all expenses, including an accounting of all expenditures for services rendered to, or on behalf of, Charter School by TES, whether incurred on-site or off-site.

iii. Preparation of other financial statements as required by and in compliance with Charter School's Charter, the Code and other applicable laws and regulations, including such documentation and support as needed by Charter School during an annual audit of Charter School's financial statements by the independent certified public accountants retained by Charter School's Board of Directors. However, the cost of the audit shall be the responsibility of Charter School, as provided for in an approved budget.

iv. Prepare such other reports on the finances and operation of Charter School as requested or required by: the Federal Department of Education, the Colorado Department of Education, Charter School's Board of Directors, grant providers, or Charter School's Authorizer, CSI, to ensure compliance with the terms of Charter School's charter.

v. Provide advice regarding large contracts including, but not limited to facilities, curriculum, and purchase and sales agreements. In addition TES will provide advice related to forecasting of future fiscal needs for Charter School.

vi. Dispense funds to meet the financial obligations of Charter School, including payroll expenses. It is understood that all financial obligations of Charter School are solely those of Charter School and that TES is under no obligation to advance any payments due by Charter School to any vendor or for any payroll cycle of the TES staff located at Charter School. It will be Charter School's obligation to mandate which payments are to be made or not made should Charter School not have cash available to meet all of their payment obligations. Charter School shall approve all cash distributions. Payroll shall be processed twice per month on the 15th and last day of each month with funds being made available for distribution no less than three business days prior to the payment date. Charter School's Board of Directors shall provide TES with a written resolution designating the person or persons authorized to disburse funds on behalf of Charter School.

vii Coordinate the preparation and filing of all necessary tax returns for Charter School by an accountant with expertise in tax filings for tax exempt organizations. No tax return shall be filed without Charter School's Board of Directors' review and approval.

C. Paragon™ License. Charter School believes that Paragon™ Curriculum is an important part of its Arts program. Charter School believes that Paragon™ is also an important part of its high social studies scores. To ensure Charter School shall continue to have access to Paragon™, while this Agreement is in full force and effect, TES shall acquire a license for Charter School to continue its use of Paragon™. Charter School shall be responsible for all costs of obtaining and maintaining the license and provide for said cost in its approved budget.

D. Academic Advisement. At the request of Charter School's Board of Directors, TES shall supply Charter School with an Academic Advisor who will conduct an annual independent analysis for Charter School's Board of Directors' use in making future academic decisions. The analysis shall focus on the success of the educational program and academic conditions of Charter School. The analysis shall be performed by Dr. Susan Korach, or another expert with comparable experience approved by Charter School's Board of Directors. All advice considered under this section is advisory and any implementation of advice or recommendations is subject to the approval of Charter School's Board of Directors.

E. Public Relations. TES shall supply Charter School with advisement on public communications and sensitive matters that may affect the image of Charter School in the Community. Communications shall include advertising and releases to the media and shall not include advertising or public relations that pertain solely to TES. All such communications shall be approved by Charter School's Board of Directors prior to dissemination or release.

F. Information Technology. Subject to the approval of Charter School's Board of Directors TES shall develop and implement an information technology ("IT") procedure for the use, troubleshooting and technical support of IT hardware and software for onsite staff and Charter School. Charter School shall maintain its own local IT support for resolution of minor issues.

G. Marketing. At the Request of Charter School's Board of Directors, TES shall supply plans and recommendations to support the increase in Charter School's enrollment. However, Charter School shall be responsible for the supply and printing of all marketing materials.

H. Coordinate, lead and otherwise conduct negotiations with vendors and other third party at the direction of Charter School's Board of Directors.

ARTICLE III RELATIONSHIP OF THE PARTIES

3.1 Status of the Parties. TES is not a division or any part of Charter School. Charter School is governed by its Board of Directors and is a governmental entity authorized under the Code and is not a division or a part of TES. The relationship between the parties was developed and entered into through arms-length negotiations and is based solely on the terms of this Agreement and those of any other agreements that may exist from time to time between the parties. Nothing herein will be construed to create a partnership or joint venture by or between Charter School and TES or to make one the agent or fiduciary of the other. Neither Charter School nor TES will hold itself out as a partner or agent of the other or otherwise state or imply by advertising or otherwise any relationship between it and the other in any manner contrary to the terms of this Agreement. Neither Charter School nor TES has and neither will represent that it has the power to bind or legally obligate the other.

3.2 Records. Student records shall be retained onsite at Charter School's location. To the extent it is practical, both financial and administrative records shall be stored and maintained at Charter School's location or chosen facility. However, records that cannot be practically stored or maintained at Charter School shall be stored with TES and shall be made available at Charter School's request for duration of this agreement and for one year following termination. Charter School will ensure that TES has the right to access personnel, financial, and other information related to and necessary to carry out the services described in this Agreement. In the course of carrying out its responsibilities under this Agreement, TES agrees to maintain the confidentiality of such information as is required to be kept confidential pursuant to applicable law.

3.3 Operations. Charter School's Board of Directors shall maintain authority and control over the operation of Charter School. Charter School's autonomy in control of operations includes, but is not limited to: the configuration, number, and layout of classrooms, the scheduling of classes and class hours, and the choice of academic programs used or taught.

3.4 Facilities. Charter School's Board of Directors shall maintain authority and control over the facilities used by Charter School. Charter School's autonomy regarding facilities includes, but is not limited to: choice of facility structure and location, ability to lease facilities from or too third parties, and ability to purchase or sell facilities and real property.

3.5 Intercept Payments. Charter School's Board of Directors shall maintain authority and control over intercept payments made by Charter School. Charter School's autonomy regarding intercept payments includes, but is not limited to: any acceptance or rejection of intercept payment liability, choice of intercept payment recipient(s), and acceptance or rejection of an intercept payment amount. For purposes of this agreement an intercept payment is an amount of Charter School's student funding which is withheld by the State, or its agents, for application to a debt and loan, whether regarding the purchase, lease, or use of a building, structure, facility, and other real property.

3.6 Charter School's Board of Directors' Authority. Nothing in this Agreement shall be construed to limit in any way the ability of Charter School's Board of Directors to carry out its legal and fiduciary duties to Charter School. Charter School's Board of Directors maintain control over setting the budget, vision, educational program, and strategic priorities for the Charter School. Final decision-making authority with regard to disputes related to discretionary decisions in the course of carrying out this contract rests with Charter School's Board of Directors.

ARTICLE IV- CONSIDERATION

4.1 Compensation for Services. For the term of this Agreement, Charter School will pay TES a fee of Eight Thousand Dollars (\$8,000.00) monthly up to a Full-Time Enrollment count of 250 pupils. If Charter School's Full-Time Enrollment count exceeds 250 pupils the monthly fee shall increase by two thousand dollars to Nine Thousand Dollars (\$9,000.00). For purposes of this agreement Charter School's Full-Time Enrollment count shall be equal to Charter School's funded student count. Each half-day kindergartener student shall count as point six seven (0.67) toward Charter School's Full-Time Enrollment.

4.2 Payment of Costs. In addition to the Service Fee described in Section 4.1 above, Charter School will reimburse TES for all costs incurred and paid by TES in providing the Services to Charter School. However, Charter School shall authorize any expense over One Thousand Dollars (\$1,000.00) which has not previously been budgeted for and approved by Charter School's Board of Directors.

4.3 Time and Priority of Payments. TES will receive its Fee following Charter School's receipt of per pupil revenue. TES will receive its Fee for each month of service for which Charter School's per pupil revenue applies. Each installment of the Fee will be due and payable within five (5) business days of receipt by Charter School of the revenues related thereto.

- A. TES will notify Charter School of payments due and owing to TES pursuant to Section 4.2 as soon as possible when made or in a billing after the end of each month, and Charter School will make such payments to TES within five (5) business days thereafter; provided, however, that any delay in so notifying Charter School shall not relieve Charter School of its obligations to make such payments. If Charter School fails to make such payments within five (5) business days it will be found in immediate breach of this Agreement, subject to the thirty (30) day period to cure such breach.

ARTICLE V- TERMINATION

5.1 Termination by TES. TES may terminate this Agreement prior to the end of the term specified in Article I in the event that Charter School fails to remedy a material breach within 30 days after written notice from TES. A material breach includes, but is not limited to (i) Charter School's failure to pay any fee or reimbursement as required by the terms of this Agreement, (ii) an act or omission that causes TES to be unable to perform its material obligations under this Agreement. Termination by TES will not relieve Charter School of any obligations for payments outstanding to TES as of the date of termination or liability for financial damages suffered by TES, subject to the limitations in Article 6.

5.2 Termination by Charter School. Charter School may terminate this Agreement prior to the end of the term specified in Article I in the event that TES fails to remedy a material breach of this Agreement within 30 days after written notice from Charter School's Board of Directors. A material breach by TES includes, but is not limited to: (i) a material failure to account for its expenditures of Charter School funds or for other expenses incurred by Charter School at TES's direction, (ii) TES's failure to substantially follow policies, procedures, rules, regulations or curriculum duly adopted by the Board which are not in violation of or conflict with the Charter, this Agreement, the Code, the Paragon™ Curriculum and applicable laws and regulations, (iii) failure to abide by and meet the educational goals set forth in the Charter such that the Charter will be terminated, (iv) the employment of teachers in violation of the Code or this Agreement, (v) any act or omission of gross negligence that causes Charter School to materially breach the Charter or any of Charter School's other material contractual obligations in anyway, or (vi) filing of bankruptcy by TES. Termination by Charter School will not relieve Charter School of any obligations for payments outstanding to TES as of the date of the termination, nor will it relieve TES of liability for financial damages, subject to the limitations in Article 6.

5.3 Fees at Termination. This Agreement will terminate upon Charter School's ceasing to be a party to a valid and binding charter with the Authorizer, provided, however, that this Agreement will continue to remain in effect until the Termination Date or the end of a Renewal Term (as applicable) if (i) Charter School has entered into a subsequent Charter contract, and (ii) this Agreement has not been terminated pursuant to this Article V. Termination pursuant to this paragraph will not relieve Charter School of any obligations for payments outstanding to TES as of the date of termination.

5.4 Change in Law. If any federal, state or local law or regulation, court or administrative decision or Attorney General's opinion has a materially adverse effect on the ability of either party to carry out its obligations under this Agreement, such party, upon written notice, may request renegotiation of this Agreement. Such renegotiation will be undertaken in good faith and may include the use of a third party mediator. If the parties are unable to renegotiate the terms within 90 days after such notice and good faith negotiations, the party requesting the renegotiation may terminate this Agreement on 120 days' further written notice or at the end of a school year, whichever is earlier.

5.5 Real and Personal Property. Upon termination or expiration of this Agreement by either party for any reason, all real and personal property leased by TES to Charter School will remain the real and personal property and leases of TES, and all other personal property purchased by TES with the funds provided to TES by Charter School pursuant to Section 4.02 above will be the personal property of Charter School.

5.6 Termination of Paragon™ License. Upon termination or expiration of this Agreement by either party for any reason, including without limitation Section 2.1(B), the license to use the Paragon™ curriculum shall automatically terminate, and Charter School shall immediately cease any use of the Paragon™ curriculum.

ARTICLE VI- INDEMNIFICATION

6.1 Indemnification of TES. Charter School will indemnify, defend and save and hold TES and its affiliates and all of their respective employees, officers, directors, subcontractors and agents harmless against any and all claims, demands, suits or other forms of liability (including reasonable attorney's fees and costs) that may arise out of, or by reason of, any noncompliance by Charter School with any agreements, covenants, warranties or undertakings of Charter School contained in or made pursuant to this Agreement, and any misrepresentations or breach of the representations and warranties of Charter School contained in or made pursuant to this Agreement. In addition, Charter School will reimburse TES for any and all legal expenses and costs associated with the defense of any such claim, demand or suit. The indemnification requirements of this Section 8.01 may be met by the purchase of insurance pursuant to Article IX below.

6.2 Indemnification of Charter School. TES will indemnify, defend and save and hold Charter School and all of its employees, officers, directors, subcontractors and agents harmless against any and all claims, demands, suits or other forms of liability (including reasonable attorney's fees and costs) that may arise out of, or by reason of, any noncompliance by TES with any agreements, covenants, warranties or undertakings of TES contained in or made pursuant to this Agreement, and any misrepresentation or breach of the representations and warranties of the TES contained in or made pursuant to this Agreement. In addition, TES will reimburse Charter School for any and all legal expenses and costs associated with the defense of any such claim, demand or suit. The indemnification requirements of this Section 8.02 may be met by the purchase of insurance pursuant to Article IX below.

6.3 Indemnification of the Authorizer. TES will indemnify and hold the Authorizer, its Board of Directors, officers, employees, agents and representatives harmless from all claims, demands, or liability, including reasonable attorney's fees and related expenses, on account of injury, loss or damages, including without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever not caused by the acts or negligence of the Authorizer, which arise out or are caused by the tortuous acts or omissions of TES in connection with the operations of Charter School or which are incurred as a result of the reliance by the Authorizer (or its Board of Directors,

officers, employees, agents or representatives) upon representations made to the Authorizer by TES.

6.4 Limitations of Liabilities. Charter School will assert all immunities and statutory limitations of liability in connection with any claims arising from its operations, and will not waive any immunities or limitations without the prior written consent of TES. Notwithstanding this Article VIII, to the fullest extent permitted by law, Charter School will waive the defense of governmental immunity in any dispute between the parties.

6.5 Insurance Coverage. Charter School will maintain general liability insurance and umbrella insurance coverage in the amount of Five Million Dollars (\$5,000,000.00). Such policies shall name TES and its affiliates and their respective directors, officers, employees, subcontractors, and agents as additional insureds under such policies. Charter School will comply with any information requests from its insurer(s) and all reporting requirements applicable to such insurance. The insurance provider, terms and of the policies and deductible levels shall be mutually acceptable to both TES and Charter School.

ARTICLE VII- WARRANTIES AND REPRESENTATIONS

7.1 Representations and Warranties of TES. TES hereby represents and warrants to Charter School:

A. TES is a duly organized corporation in good standing and is or will be authorized to conduct business in the State of Colorado.

B. To the best of its knowledge, TES has the authority under the Code and other applicable laws and regulations to execute, deliver, and perform in accordance with this Agreement, and to incur the obligations provided for under this Agreement. This Agreement has been duly authorized and executed by TES and constitutes the legal and validly binding obligation of TES, enforceable against TES in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and other laws of general applicability relating to or affecting creditors' rights and general principles of equity.

C. TES's actions under the Agreement have been and will be duly and validly authorized, and it will adopt any and all further resolutions or expenditure approvals required for execution of this Agreement.

D. TES agrees to comply with any terms and conditions imposed by Charter School's authorizing contract subject to its written consent to changes made during a school year.

E. TES agrees to comply with all applicable laws, regulations, Charter School's Board policies, the Authorizer's policies, or other governing authority in carrying out its responsibilities under this Agreement.

7.2 Representations and Warranties of Charter School. Charter School hereby represents and warrants to TES:

A. The Charter (i) authorizes Charter School to operate and receive the state and federal educational funding allocations and other revenues; (ii) approves the Education Program and other activities contemplated by this Agreement; and (iii) vests Charter School with all powers necessary and desirable for carrying out the Education Program and other activities contemplated in this Agreement.

B. Charter School has the authority under the Code and other applicable laws and regulations to contract with a private entity to perform the services under this Agreement and execute, deliver and perform this Agreement, and to incur the obligations provided for under this Agreement.

C. Charter School's actions and those of its Board have been duly and validly authorized.

D. To the best of its knowledge, Charter School is not and will not be in breach of the terms of the Charter and will use its best efforts to ensure that it will not breach the Charter in the future.

E. To the best of its knowledge, Charter School is not in breach or default under any loan or financial obligations, including, but not limited to, salary obligations and related benefits, payroll taxes, and leases for real and personal property, to the extent that any such obligation is related to Charter School's required performance under this Agreement.

F. The Educational Program has been reviewed and approved by unanimous resolution of Charter School's Board of Directors.

G. Charter School's Board of Directors will use its best efforts to ensure that the Educational Program complies with and will continue to comply with the Charter, the Code and other applicable laws and regulations.

7.3 Mutual Warranties. Each party to the Agreement warrants to the other that there are no pending actions, claims, suits or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

7.4 Dispute Resolution. Each party shall attempt an informal problem solving before filing an action against the other party in any jurisdiction. Such informal problem solving shall be non-binding except if resulting in a new or additional agreement signed by both parties. Each party shall give reasonable efforts to resolving issues before escalating matters to a tribunal or court.

ARTICLE VIII MISCELLANEOUS

8.1 Sole Agreement. Upon the effective date, this Agreement supersedes and replaces any and all prior agreements and understandings between Charter School and TES.

8.2 Force Majeure. Notwithstanding any other sections of this Agreement, neither party will be liable for any delay in performance or inability to perform due to acts of God or due to war, riot, terrorism, civil war, embargo, fire, flood, explosion, sabotage, accident, labor strike or other acts beyond its reasonable control.

8.3 Governing Law. The laws of the State of Colorado will govern this Agreement, its construction, and the determination of any rights, duties and remedies of the parties arising out of or relating to this Agreement.

8.4 Agreement in Entirety. This Agreement constitutes the entire agreement of the parties.

8.5 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but both of which will constitute one and the same instrument.

8.6 Official Notices. All notices and other communications required by the terms of this Agreement will be in writing and sent to the parties hereto at the addresses set forth below (and such addresses may be changed upon proper notice to such addressees). Notice may be given by: (i) certified or registered mail, postage prepaid, returns receipt requested, (ii) facsimile (with confirmation of transmission by sender's facsimile machine) or (iii) personal delivery. Notice will be deemed to have been given two days after mailing or on the date of personal delivery or on the date of transmission of a facsimile if on a business day during normal business hours (or, if not, the first business day thereafter). The addresses of the parties are:

To: T.R. Paul Academy of Arts and Knowledge
4512 McMurtry Drive
Fort Collins, Colorado 80525

To: Tatonka Education Services Inc. PBC
10375 Park Meadows Drive, Suite 230,
Littleton, CO 80124

8.7 Assignment. This Agreement may not be assigned by Charter School without the consent of the TES. This Agreement may not assigned by TES without the consent of Charter School. The parties agree that consent shall not be unreasonably withheld.

8.8 Amendment. This Agreement will not be altered, amended, modified or supplemented except in a written document approved by Charter School's Board of Directors and signed by authorized officers of both Charter School and TES.

8.9 Waiver. No waiver of any provision of this Agreement will be deemed to be or will constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver unless otherwise expressly stated.

8.10 Severability. The invalidity of any of the covenants, phrases or clauses in this Agreement will not affect the remaining portions of this Agreement, and this Agreement will be construed as if such invalid covenant, phrase or clause had not been contained in this Agreement. To the extent that any of the services to be provided by TES are found to be an invalid delegation of authority by Charter School, such Services will be construed to be limited to the extent necessary to make the Services valid and binding.

8.11 Successors and Assigns. Except as limited by Section 8.7 above, this Agreement will be binding upon, and inure to the benefit of, the parties and their respective successors and assigns.

8.12 No Third Party Rights. This Agreement is made for the sole benefit of Charter School and TES, and their successors and assigns. Except as otherwise expressly provided, nothing in this Agreement will create or be deemed to create a relationship between the parties to this Agreement, or either or them, and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.

8.13 Survival of Termination. All representations, warranties and indemnities made in this Agreement will survive termination of this Agreement.

8.14 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument.

ARTICLE IX TABOR

9. Non-Appropriation. As Charter School is bound by Art. X, Section 20(4)(b) of the Colorado Constitution, commonly known as "TABOR," payments under this Agreement are currently budgeted expenditures and no term of this Agreement may be construed to constitute or give rise to a multiple fiscal year (July 1 — June 30) direct or indirect debt or other financial obligation of any description. Charter School's District's obligations to pay any amount under this Agreement shall not constitute a mandatory charge against nor require liability or obligation of Charter School in any ensuing fiscal year beyond the then-current fiscal year. Charter School shall not incur any obligation nor liability in any form under this Agreement beyond the revenues budgeted and appropriated to pay the amount due for a specified fiscal year. This Agreement shall not directly nor indirectly obligate Charter School to make any payments beyond the funds legally available to Charter School and designated for payment under this Agreement for the then-current fiscal year, nor impose any obligation (whether of good faith or fair dealing or otherwise) to make an appropriation for a succeeding fiscal year. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of Charter School's monies.

Charter School may, accordingly, terminate this Agreement effective at the end of any fiscal year by actual notice, given during that fiscal year, to TES of Charter School's decision not to appropriate monies to fund the Agreement for a succeeding fiscal year, without any penalty, charge, or claim arising from such termination. Notwithstanding its power of non-appropriation, it is Charter School's present intention to maintain the Agreement for the full Term.

Accordingly, the cost of maintaining this Agreement shall be included in all regularly prepared budgets during the Term, unless, by formal action of Charter School's Board of Directors, with advance written notice to the TES and an opportunity for the TES to address the Board, the Board exercises the power of non-appropriation stated in this section. The power of non-appropriation is non-exclusive and shall not modify or exclude Termination of some or all services.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first above written.

Northern Colorado Academy of Arts and Knowledge, Inc., AKA T.R. Paul Academy of Arts and Knowledge
a Colorado Non-profit Corporation

Signature: _____

By: Samuel Kornfeld

Title: Board Chair

Tatonka Education Services, Inc. PBC
a Colorado Public Benefit Corporation

Signature: _____

By: Carol S. Hansen

Title: President

SERVICE PROVIDER AGREEMENT

This Service Provider Agreement (the "Agreement") effective as of the 1st day of August, 2017, by and between Tatonka Education Services, Inc., a Colorado Public Benefit Corporation, ("TES"), and Northern Colorado Academy of Arts and Knowledge, d/b/a T. R. Paul Academy of Arts and Knowledge, (the "School"), a non-profit Colorado corporation. To simplify the language in this Agreement the "School" shall mean the Colorado non-profit entity school and/or it's Board of Directors. TES shall mean its corporate staff, who may be located in Denver, Colorado or other off-site locations and its on-site staff who are employed by TES and report on-site at the School's place of business. In most cases it is TES on-site that shall carry out the tasks described in this contract, with the support and resources of TES's off-site staff.

RECITALS

- A. The School is sponsored and authorized by the Sponsor to govern a public community or charter school under the Revised Code of the State of Colorado (as such provision may be amended from time to time, the "Code").
- B. TES was established, among other things, to manage public schools, and is expected to provide assistance and expertise, including business, long term planning, regulatory, financial, facilities, and other advice, in connection with the operation of the School.
- C. The School and TES (collectively, the "Parties") desire to engage in an education-focused relationship whereby they will pursue and provide educational excellence at the School based on an agreed upon school design, comprehensive educational program and management principles.

THEREFORE, the Parties mutually agree to the following terms:

ARTICLE I. EDUCATIONAL SERVICES AND ADMINISTRATIVE SERVICES

1.01 Educational Services.

- (a) For the Term (as defined in ARTICLE II below), and for the Fee (as defined in ARTICLE II below), TES will provide to the School and its students the following educational services (the "Educational Services"):
 - (i) Instruction. To be provided by on-site instructional personnel, including the administrators, leadership team, teaching and non-teaching or support staff in accordance with ARTICLE V below;
 - (ii) Instructional Tools. Assistance to the on-site administration in the selection of instructional tools, equipment and supplies, including textbooks, computers, software and multi-media teaching tools;
 - (iii) Extra-Curricular and Co-Curricular Programs. In conjunction with the School and on-site administration, the development of appropriate and mutually desirable extra-curricular and co-curricular activities and programs to be implemented by the School or an approved third-party vendor;
 - (iv) Academic Progress Reports. Provision to the Board on a quarterly basis, a report detailing the School's students' academic performance, and TES performance of the Educational and Administrative Services, and such other reports reasonably requested by the Board;

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- (v) Method of Delivery. Subject to this Agreement, the Contract, the Code and applicable laws, rules, regulations and requirements, TES may modify the methods, means and manner by which Administrative Services or Educational Services are provided at any time, but may not transfer administrators, staff, or make material changes without the approval of the Board which shall not be unreasonably withheld. TES shall obtain approval for modifications requiring a change in the Contract.
- (vi) Additional Educational Services. Any other services required by the Sponsor, the State of Colorado, Department of Education and such other services as are necessary or expedient for the provision of teaching and learning at the School as agreed to from time to time between TES and the School.
- (vii) Academic Advisement. Bi-annually, TES shall provide the School with an Academic Advisor who will conduct an independent analysis for the School's Board of Directors; for the purpose of making future academic decisions. The analysis shall focus on the success of the education program and academic conditions of the School. Dr. Susan Korach, EdD, or another expert with comparable experience, as determined by, and approved by the School's Board of Directors shall perform the analysis.
- (b) The Educational Services will be provided in accordance with the educational goals, curriculum, methods of pupil assessment, admissions policy, student recruitment policy, school calendar, school day schedule and age and grade range of pupils to be enrolled at the School (the "Educational Program") as adopted by the School and as provided for in the School's contract with its Sponsor ("Contract"). The School shall set the School calendar.
- (c) TES will be responsible and accountable to the School for the provision and quality of the Educational Services, the academic success of the students of the School and the professional development and training of all on-site administrative, teaching and non-teaching staff.
- (d) Paragon™ License. At the School's sole discretion, TES shall acquire a license for the School to continue its use of Paragon™. The School shall be responsible for all costs of obtaining and maintaining the license and provide for said cost in its approved budget.

1.02 Administrative Services.

- (a) For the Term (as defined in ARTICLE II below), subject to the Contract and the approval of the School, TES will provide to the School the following administrative services (the "Administrative Services"):
- (i) Personnel Management. Management and professional development of all personnel providing Educational Services and Administrative Services in accordance with ARTICLE V below. Ensure compliance with federal, state and local labor and employment laws applicable to on-site TES staff including the Immigration Reform and Control Act of 1986, the Internal Revenue Code, the Employee Retirement Income Security Act, the Health Insurance Portability and Accountability Act, the Family Medical Leave Act, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Fair Labor Standards Act, the Employment and Reemployment Rights Act of 1994, and the Patient Protection and Affordable Care Act;
- (ii) Facility Operation and Maintenance. The School shall maintain authority and control over the facilities utilized by the School. TES will provide assistance and recommendations regarding maintenance and operation of the School's facility (the "Facility") to the extent consistent with any and all leases or other documents pertaining to the Facility and pursuant to all applicable laws rules and regulations. All costs associated with maintenance and operations of the Facility directly related to the School shall and be the responsibility of the School and accounted for in the budget of the School. The School and TES will work together to make decisions in matters of the Facility locations, expansion, or improvements.

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- (iii) Business Administration. Administration of the following business aspects of the School;
- (A) Payroll. Provide payroll services via a Professional Employment Organization (PEO) or other equivalent methodology of service, which TES may select from time to time. TES shall be responsible for all data input, including errors or omission in data input. All cost for on-site TES employees' services billed by the PEO shall be the responsibility of the School and accounted for in the budget of the School.
 - (B) Transportation and Food Services. Coordination with entities with which the School contracts for the provision of transportation and food services for the students enrolled at the School, management and assessment of the services provided under such contracts, and supervision of employees involved in providing such services, all as required by the Board. All costs for contracts for Transportation and Food services shall be the responsibility of the School and included in the budget of the School
 - (C) Public Relations and Marketing. Coordination and implementation of all advertising, marketing, and recruitment, media and public relations efforts, including community outreach programs, and all marketing and enrollment plans which shall be presented to the School. All public relations will be subject to the mutual approval of both Parties, which approval may not be unreasonably withheld;
 - (D) Contracts. The bidding, procurement and responsibility for selection of vendors or providers for necessary services or supplies for the School, provided however, that unless provided for in the services of TES hereunder, contracts shall be in the name of the School unless otherwise agreed to in writing by TES and the School. Contracts shall be reviewed, authorized and approved by the Board and its legal counsel.
 - (E) Litigation. Reports to the School of litigation or administration complaints, actions, audits or hearings having to do with the School.
- (iv) Budgeting and Financial Reporting.
- (A) Annual budgets (the " Budget") will be prepared in conjunction with the School and with the oversight of the School Treasurer and will be subject to the approval of the School, which approval will not be unreasonably withheld. Budget compliance and accuracy will be reviewed with the School monthly. Detail in budgets must be provided to the School in a manner sufficient for the School to monitor all financial issues related to the School. The projected annual budgets will include, but not be limited to, the financial details relating to the Educational Services and Administrative Services to be provided pursuant to this Agreement, the supplies and material, programming and operations. The budget for each Fiscal Year shall be provided prior to May 1st of the immediately preceding Fiscal Year.
 - (B) The preparation of detailed statements of all revenues received, from whatever source, with respect to the School, and detailed statements of all expenses, including an accounting of all expenditures for services rendered to, or on behalf of, the School, whether incurred on-site or off-site.
 - (C) The monthly preparation and presentation of a budget to actual comparison of revenues and expenditures and detailed statements of all revenues received, from whatever source, with respect to the School, and detailed statements of all expenses, including an accounting of all expenditures for services rendered to, or on behalf of, the School by TES prepared in conformity with the Contract, Colorado law and any rules and regulations for the Auditor of State's office or any independent certified public accountants, whether incurred on-site or off-site.

- (D) The preparation of other financial statements as required by and in compliance with the Contract, Colorado law and any laws and regulations, including such documentation as may be required by the independent certified public accountants or the Auditor of State retained by the School to perform annual audits of the School's financial statements. The cost of the audit will be the responsibility of the School, and will be provided for in the budget.
- (E) The preparation of such other reports on the finances and operation of the School as requested or required by the Colorado Department of Education, the School or the Sponsor or as necessary or requested to enable the School to monitor performance and assess the effectiveness and efficiency of the operations of and at the School.

(v) Other Financial Responsibilities

- (A) The School must authorize and approve all applications for federal funds or grants. The administration and management of state and federal funds or grants shall be the responsibility of the TES, unless otherwise specified herein.
- (B) At any time, the School, at its own expense, may hire its own financial consultant to review the responsibilities and financial records of TES as they pertain to the School.
- (C) The cost of any state special audits or federal audits, whether FTE, special education, food/lunch, title, grant audits required by matters under the TES staff or control will be borne by TES, in the case where the results of the audit are the faults of TES error.
- (D) TES shall assist and make recommendation to the School to help ensure that Vendors shall be paid on time and in accordance with a written and agreed-upon payment schedule. However, it is understood that all financial obligations of the School are solely of the School and that TES is under no obligation to advance any payments due by the School to any vendor. All obligations of the School must be accounted for in the budget of the School and able to be paid within 60 days of when due.

(vi) Maintenance of Financial and Student Records.

- (A) TES will maintain accurate financial records pertaining to its operation of the School, together with all School financial records prepared by TES, and retain all such records for a period of seven (7) years (or longer if required by the Code or other applicable laws and regulations) from the close of the fiscal year to which such books, accounts and records relate. All the School financial records retained by TES pertaining to the School will be available to the School, the Sponsor, or the Auditor of State or Colorado Department of Education for inspection and copying upon request. The School shall have access to copies of all financial back-up documentation, reports, graphs, budgets and similar information for review, upon reasonable request, and shall be presented with complete reports in advance of each regular School meeting.

- (B) TES in conjunction with the School will maintain accurate student records pertaining to the students enrolled at the School as is required and in the manner provided by the Contract, the Code and applicable laws, rules and regulations, and if TES retains such records (it being understood that all student and financial records and information are and shall be at all times the property of the School) until this Agreement or its successor (if any) is terminated, at such time, such records will be delivered to the School and become the responsibility of the School. TES and the School will maintain the proper confidentiality of such records as required by state and federal law. The School's Principal and legal counsel shall be available to TES to advise on the School's compliance with such obligations.
- (C) TES will maintain accurate employment, business and other records pertaining to the operation of the School as is required and in the manner provided by the Contract, the Code and applicable state and federal laws and regulations, together with all additional School employment, business and other records prepared by or in the possession of TES and retain such records permanently on behalf of the School until this Agreement or its successor agreement (if any) is terminated, at which time such records will be delivered to the School, who shall thereafter be responsible for the retention and maintenance of such records (it being understood that such employment, business, and other records are and shall be at all times the property of the School). TES and the School will maintain the proper confidentiality of such records as required by law and the Charter.
- (D) TES shall provide qualified and experienced Power School services, all federal grants management and administration support and E-Rate grant support and services and other essential services for accurate data and revenue enhancement of the School. All School data and electronic records shall be preserved at least once daily to a secure backup system in case of loss of data. Under all circumstances, the School shall be granted unfettered access to such data and electronic records, which shall be maintained at a secure location by TES for the School and on School serves.
- (vii) Admissions. Implementation of the School's admissions, residency and lottery policies in accordance with all applicable state and federal laws rules and regulations.
- (viii) Student Hearings. Administration and enforcement of student disciplinary and special education hearings in conformity with the requirements of the Code and other applicable laws and regulations (including, but not limited to, requirements involving due process and confidentiality) to the extent consistent with the School's duties and obligations under the Code and other applicable laws and regulations. If a due process hearing is lost due to matters under the control of TES's staff and such loss results in monetary findings or legal fees, such fees shall be covered by the TES's own insurance or Management Fee
- (ix) Rules and Procedures. The Parties may each recommend policies, rules, regulations and procedures applicable to the School and its students and will enforce such rules, regulations and procedures adopted by the School that are in compliance with state and federal laws, rules and regulations.
- (x) Parent Satisfaction Forms. At the School's direction TES will provide to the School copies of Parent Satisfaction Forms to be completed by parents of School students, with copies and summaries thereof promptly provided to the School on an annual basis.

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- (xi) Additional Administrative Services. Any other services reasonably necessary or expedient for the effective administration of the School as agreed to from time to time by the TES and the School.
- 1.03 Place of Performance; Provision of Offices. The School will provide TES with necessary and reasonable classroom and office space at the Facility to perform the on-site services described in this Agreement. TES will provide instructional services at the Facility.
- 1.04 Authority. By this Agreement, the School provides TES such authority as is necessary for it to undertake its responsibilities, duties and obligations provided for in this Agreement, except in cases wherein such authority may not be delegated by this Agreement specifically, the Code, the Contract, or by laws, rules or regulations.

ARTICLE II. TERM

- 2.01 Term. The term of this Agreement is for two (2) years, beginning on August 1, 2017 and ending on June 30, 2019, unless extended as stated in Section 2.02 below.
- 2.02 Renewal. The Term may be renewed at any time before the expiration of a Term or a Renewal Term for an additional period (a "Renewal Term") of one-to five (1-5) years, each Renewal Term to run from July 1 to June 30 as applicable by mutual agreement of the parties, unless, (a) written notice of an intent to terminate is given by either Party to the other by December 31 of the year of expiration, or, (b) written notice to renegotiate (which if renegotiation fails results in a termination effective June 30 of that year) is given by either Party to the other prior to any February 1 before the end of the then existing Term or Renewal Term, or, (c) this Agreement is terminated pursuant to Article VI, Section 6.01 or Section 6.02.

ARTICLE III. RELATIONSHIP OF THE PARTIES

- 3.01 Status of the Parties. TES is not a division or part of the School. The School is a separate and distinct corporation authorized under the Code and is not a division or a part of TES. The relationship between the parties was developed and entered into through arms-length negotiations and is based solely on the terms of this Agreement. Nothing herein will be construed to create a partnership or joint venture by or between the School and TES, or to make one the agent or fiduciary of the other. Neither Party will hold itself out as a partner or agent of the other or otherwise state or imply by advertising or otherwise any relationship between it and the other in any manner contrary to the terms of this Agreement. Neither Party has, and neither will represent that it has, the power to bind or legally obligate the other. No employee of TES will be considered an employee of the School by either Party, for any purpose whatsoever.

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- 3.02 No Related Parties or Common Control. TES will not have any role or relationship with the School that, in effect, substantially limits the School's ability to exercise its rights under this Agreement. The Board shall not include any director, officer or employee of TES and TES may not hire any Board member without the prior written approval of the Board, and subject to all public officer's or Code restrictions. None of the voting power of the Board will be vested in TES or its agents, members, managers, officers, shareholders or employees, and none of the voting power of the directors, officers, managers, owners, or employees or contractors of TES will be vested in the School. Furthermore, the School and TES will not be members of the same control group, as defined in Section 1.150-(f) of the regulations under the Internal Revenue Code of 1986 as amended (or its successor), or related persons, as defined in Section 144(a)(3) of the Internal Revenue Code of 1986, as amended (or its successor).
- 3.03 Other Schools. The parties acknowledge that this arrangement is not exclusive and that TES may have the right to render similar services to other persons or entities including other public or private schools or institutions ("Other Schools"). TES will maintain separate accounts for reimbursable and other expenses incurred on behalf of the School and only charge the School for expenses incurred or an agreed upon portion thereof, on behalf of the School. All revenues, grants or donations received by the School, or by TES for the specific benefit of the School, will be maintained in separate accounts and used solely for the School. If TES incurs authorized reimbursable expenses on behalf of the School and Other Schools which are incapable of precise allocation between the School and Other Schools, then TES will allocate such expenses among all such Other Schools and the School on a *pro rata* basis based upon the number of students enrolled at the School and the Other Schools, or upon such other equitable basis as the Parties shall agree.

ARTICLE IV. CONSIDERATION

4.01 Compensation for Services.

- (a) For the term of this Agreement, including any Renewal Term, the School will pay TES a monthly fee of \$9,000.00 from the state allocation (the "State Allocation") that the School receives for the students enrolled in the School (the "Management Fee"). The Management Fee shall be increased by \$500 per month for each ten students enrolled in the School over and above 220 students. Any failure to use Grant Revenue for its proper uses under the grant, or that cannot be rolled over into the next fiscal year and which result in return to the government or grantor, or, any recovery due to maintenance or effort or other audit shall be deducted from the Management Fee, if such failure is the attributable to the negligent act or omission of TES.
- (b) Reasonable Compensation. The Management Fee under this Agreement is reasonable compensation for services rendered. TES compensation for services under this Agreement will not be based, in whole or in part, on a share of net profits from the operation of the School.

4.02 Payment of Costs.

It is explicitly understood that TES will not, unless otherwise stated herein, make payment on behalf of the School for rent and/or lease payments, salaries of TES employees working at the School, costs related to curriculum and instructional materials unless otherwise limited herein, textbooks, library books, computers, software, supplies, food service, transportation, and special education, psychological services and medical services unless otherwise limited herein.

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4.03 Time and Priority of Payments.

- (a) TES will receive its Management Fee on the first of each month and said fee shall be considered late on the 15th of the month. Late fees shall accrue a monthly late fee of 1.5%.
- (b) School shall pay TES the payroll costs including but not limited to the cost of all salary wages, insurance premiums, health insurance benefits payroll taxes, worker's compensation benefits, PEO processing expense no less than three (3) days prior to any payroll cycle, all of which costs need to be in the approved budget of the School
- (c) TES, at the direction of the School, shall pay the costs of operating the School in accordance with the School's approved budget.

4.04 Other Revenue Sources.

- (a) The Parties may, together or independently, solicit and receive grants and donations from public and private sources consistent with the mission and of the School, in the name of either TES or the School; provided, however, that any solicitation of such grants by TES in the name of the School or which identifies the School shall be subject to the prior approval of the School Board. The School may also receive funds from other sources and programs, including without limitation any before and after school programs and food sales.
- (b) All funds received by the School or by TES for the benefit of the School from such other revenue sources pursuant to this Section 4.04 will be deemed School funds, as if Grant Revenue, and separately accounted for by the TES.

**ARTICLE V.
PERSONNEL AND TRAINING**

5.01 Personnel Responsibility.

- (a) TES, in conjunction with the School, will determine staffing levels, and select, evaluate, assign, discipline, supervise, manage and terminate personnel necessary to carry out the Educational Services, the Administrative Services, the Supplemental Programs, and all other services provided under this Agreement. The School shall have the authority to approve the hiring and termination of the School's academic and business leadership, and shall be presented with the TES's preferred candidates for its approval. TES on-site academic and business leadership will be responsible for all staff hiring and terminations of on-site staff.
- (b) Except as otherwise specified or allowed in writing between the Parties, the administrators, teachers and support staff will be employees of TES. TES will be responsible for conducting reference, employment checks, criminal background checks, unprofessional conduct checks, and licensed professional misconduct reporting on its employees to the extent required under the Code and other applicable laws, rules and regulations as if the employees were employed by a public community school. TES shall obtain approval of the School of any rehabilitation of employees required or allowed under the Code pursuant to background checks, and the approval of the School's legal counsel of any unclean background checks, obtaining consent to release such background checks to the School Board and its legal counsel.

- 5.02 Other Hiring, Terminating and Supervision. Unless otherwise specified in this Agreement, TES will determine the employment terms of and select, supervise and terminate the administration and staff accountable for the success of the School. TES shall recommend contracts based on attendance, student achievement increases and overall improvement and contributions to the mission of the School.
- 5.03 Teachers. Teachers may work at the School on a full or part time basis. Each teacher assigned to the School will be qualified in his or her grade levels and subjects, hold a valid teaching license issued by the State of Ohio and be highly qualified to the extent required under the Code. TES shall provide the School and/or the Sponsor with documentary evidence of its compliance with this Section 5.03.
- 5.04 Support Staff. TES will provide the School with such support staff as is required to provide the Educational Services, Administrative Services and Supplementary Programs.
- 5.05 Training. TES will provide high quality professional development and training in instructional methods, curriculum, the educational program, as well as technology and technology support on a regular and continuous basis, as well as compliance and support staff development and training. All professional development days shall be scheduled in accordance with the School calendar.
- 5.06 The School has the responsibility of notifying TES of any employee misconduct it may become aware of, as soon as possible.

ARTICLE VI.

TERMINATION OF AGREEMENT

6.01 Termination.

Either party may terminate this Agreement pursuant to Article II, Section 2.02, part (c), for cause, as follows:

- (a) In the event that either party fails to remedy a material breach within thirty (30) days after receipt of written notice specifying the breach has been delivered to that party by the other party; or
- (b) Upon a breach of the other party that renders the terminating party unable to perform its material obligations under this Agreement, after ten (10) business days prior written notice from the terminating party to the breaching party, with a chance for the breaching party to cure the breach within those ten (10) business days; or
- (c) By the School upon a failure of the TES to account for its expenditures of School funds or for other expenses incurred by the School at the TES's direction, which cannot be cured to the School's satisfaction within ten (10) business days of written notice from the School to the TES; or
- (d) Upon either Party's prior written notice to the other, of the failure to substantially follow policies, procedures, rules, regulations or curriculum duly adopted by the School which are not in violation of applicable federal and state laws, rules or regulations and regulations, and which failure(s) are not able to be cured without harm, loss, damage to reputation or operations of the School; or
- (e) Upon TES failure to abide by and meet the educational goals set forth in the Contract; or
- (f) If continued operation of the School with TES as its management company would result in the School losing its Contract, or its Sponsor losing its ability to Sponsor the School; or
- (g) Any act or omission that violates laws, rules or regulations, or, which may cause a breach of the Contract, and which cannot be cured within a time period stated in a prior written notice from one party to the other or which causes monetary, reputational, academic, or material harm; or

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- (h) Loss or termination of the Contract without a successful replacement contract with an authorized sponsor in the State of Colorado; or
- (i) Inability of the School to operate due to financial concerns; or
- (j) The insolvency or filing of bankruptcy by TES; or
- (k) Any material misrepresentation of or negligence in student enrollment data, testing, or financial data, reporting or other procedures that is not curable, or that causes material or irreparable, monetary loss, reputational or operation harm.

Upon Termination under this clause 6.01, part a – (k) any and all outstanding fees arising out of this Agreement become due and payable by either party.

- 6.02 Change in Law. If any federal, State or local law or regulation, court or administrative decision or Attorney General's opinion has a materially adverse effect on the ability of either party to carry out its obligations under this Agreement, such party, upon written notice, may request renegotiation of this Agreement. Such renegotiation will be undertaken in good faith and should the Parties be unable to renegotiate the terms within ninety (90) days after such notice the party requesting the renegotiation may terminate this Agreement on ten (10) days' further written notice, or, at the end of a school year, whichever is earlier.
- 6.03 Return of Personal Property and Materials. Within five business days of any termination by either party for any reason, all materials, supplies, assets, furniture, fixtures, personal property, manuals of each party shall be separated and returned to the party whose funds paid for the same.

ARTICLE VII. PROPRIETARY INFORMATION AND OWNERSHIP

- 7.01 Ownership. Curriculum or other educational materials purchased by the School, with School funds or with funds the TES receives pursuant to this Agreement will be and remain the property of the School. Each party shall own its own proprietary rights, marks, trademarks, trade names, copyrights or other intellectual property, and all derivatives, additions or revisions thereto that exist on the day this Agreement is first signed, or as are thereafter protected or created by it during the Term or any Renewal Term. TES shall own purchases of curriculum paid for through its own Management Fee upon clear proof of such payment for the curriculum purchased.

ARTICLE VIII. INDEMNIFICATION

- 8.01 Mutual Indemnification. Each Party shall indemnify, defend and save and hold the other and all of their respective employees, officers, directors, members, owners, subcontractors and agents harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any noncompliance by the other with any agreements, responsibilities, duties, undertakings contained in or made pursuant to this Agreement, and any misrepresentations or breach of representations or warranties contained in or made pursuant to this Agreement.

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- 8.02 Indemnification of the Sponsor. TES will indemnify and hold the Sponsor, its Board, officers, employees, agents and representatives harmless from all claims, demands, or liability, including reasonable attorneys' fees and related expenses, on account of injury, loss or damages, including without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever not caused by the acts or negligence of the Sponsor, which arise out or are caused by the acts or omissions of the TES in connection with the operations of the School, or, which are incurred as a result of the reliance by the Sponsor upon representations made in this Agreement or to the Sponsor by the TES.
- 8.03 Limitations of Liabilities. The School will assert all immunities and statutory limitations of liability in connection with any claims arising from its operations, and will not waive any immunities or limitations without the prior written consent of TES. TES will not waive any of School's immunities or statutory limitations of liability without the prior written consent of the School.

ARTICLE IX. INSURANCE

- 9.01 Insurance Coverage. TES will maintain comprehensive general liability insurance and umbrella insurance coverage, employment liability coverage and in the amounts required by the Contract and with the School and the Sponsor as additional insured.
- 9.02 Workers' Compensation Insurance and Unemployment Compensation Insurance. TES shall maintain workers' compensation insurance and pay unemployment compensation as required by law, covering its employees, and for the benefit of the School, subject to provisions of 4.03 (B). TES must defend workers compensation and unemployment compensation claims in order to minimize costs to the School.
- 9.03 Directors and Officers Liability. The School Board shall obtain its own Directors and Officers Liability Coverage purchased through School operating funds, with the assistance of TES, which must be in place for this Agreement to proceed and/or continue.
- 9.04 Medical Insurance and Other Benefits. TES shall maintain reasonably and comparatively good medical and other health benefits for its employees in order to maintain quality employees, and provide proof of the same to the School Board. TES shall be responsible for all COBRA or other continuation notices, the Affordable Care Act and other legal requirements.
- 9.05 Retirement. TES shall provide retirement plans of a quality sufficient to be competitive and to retain and attract quality staff for all employees working at or for the School, in a format as may be required by law.
- 9.06 Policies. Copies of all policies and benefits required in this Agreement shall be given to the School Board, and shall have a provision that notice of cancellation be given to the School thirty (30) days' prior to any cancellation.

**ARTICLE X.
WARRANTIES AND REPRESENTATIONS**

10.01 Representations and Warranties of TES. TES hereby represents and warrants to the School:

- (a) It is a duly organized corporation in good standing in the State of Colorado and is authorized to conduct business in the State of Colorado.
- (b) It has the authority under the Code and other applicable laws and regulations to execute, deliver, perform this Agreement, and to incur the obligations provided for under this Agreement.
- (c) Its actions under this Agreement have been and are duly and validly authorized, and it will adopt any and all further resolutions or approvals required for execution of this Agreement.
- (d) It agrees to comply with the terms and conditions of the Contract.

10.02 Representations and Warranties of the School. The School hereby represents and warrants to the TES:

- (a) It may operate and receive the state and federal revenues customarily following the creation and operation of a _____ charter school.
- (b) It has the authority under the Code to contract with a private entity to perform the Educational Services, Administrative Services, Supplemental Programs, and all other services under this Agreement and execute, deliver and perform this Agreement, and to incur the obligations provided for under this Agreement.
- (c) Its Board's execution of this Agreement has been duly and validly authorized.
- (d) To the best of its knowledge, it is not and will not be in breach of the terms of the Contract.
- (e) It is a duly organized non-profit corporation in good standing under the laws of the State of Colorado.
- (f) Nothing in this Agreement limits or shall limit the School's responsibility to carry out its obligations.

**ARTICLE XI.
TABOR**

11.01 Non-Appropriation. As School is bound by Article. X, Section 20(4)(b) of the Colorado Constitution, commonly known as "TABOR", payments under this Agreement are currently budgeted expenditures and no term of this Agreement may be construed to constitute or give rise to a multiple fiscal year (July 1 – June 30) direct or indirect debt or other financial obligation of any description. School's obligation to pay any amount under this Agreement shall not constitute a mandatory charge against nor require liability or obligation of School in any ensuing fiscal year beyond the then –current fiscal year. School shall not incur any obligations nor liability in any form under this Agreement beyond the revenues budgeted and appropriated to pay the amount due for a specified fiscal year. This Agreement shall not directly nor indirectly obligate School to make any payments beyond the funds legally available to School and designated for payment under this Agreement for the the-current fiscal year, nor impose any obligations (whether of good faith or fair dealings or otherwise) to make an appropriation for a succeeding fiscal year. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of School's monies.

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School may, accordingly terminate this Agreement effective at the end of any fiscal year by actual notice, given during that fiscal year, to TES of Schools decision not to appropriate monies to fund the Agreement or any similar Agreement for any services provided under this agreement, other than the direct employment of staff by the School, for a succeeding fiscal year, without any penalty, charge or claim arising from such termination. Should the school look to displace TES during the Term, the school shall owe, due and payable to TES, the amount equal to one year's compensation as if the School had not terminated TES.

ARTICLE XII. MISCELLANEOUS

- 12.01 Sole Agreement. This Agreement supersedes and replaces any and all prior agreements and understandings between the School and the TES.
- 12.02 Force Majeure. Notwithstanding any other sections of this Agreement, neither party will be liable for any delay in performance or inability to perform due to acts of God or due to war, riot, terrorism, civil war, embargo, fire, flood, explosion, sabotage, accident, labor strike or other acts beyond its reasonable control.
- 12.03 Governing Law. The laws of the State of Colorado will govern this Agreement, its construction, and the determination of any rights, duties and remedies of the parties arising out of or relating to this Agreement.
- 12.04 Agreement in Entirety. This Agreement constitutes the entire agreement of the parties.
- 12.05 Counterparts. This Agreement may be executed in counterpart is, each of which will be deemed an original, but both of which will constitute one and the same instrument.
- 12.06 Official Notices. All notices and other communications required by the terms of this Agreement will be in writing and sent to the parties hereto at the addresses set forth below (and such addresses may be changed upon proper notice to such addressees). Notice may be given by: (i) certified or registered mail, postage prepaid, return receipt requested, or (ii) facsimile (with confirmation of transmission by sender's facsimile machine) or (iii) by scan and electronic mail delivery with follow-up confirmation of delivery through return email or (iv) by personal delivery to the President of the School's Board, or to the TES's chief administrator on site with copies by any other means stated above. Notice will be deemed to have been given two days after mailing, or on the date of personal delivery, or on the date of transmission of a facsimile if on a business day during normal business hours (or, if not, the first business day thereafter), or upon scan and electronic mail with confirmation of delivery. The addresses of the parties are:

To:
Tatonka Education Services, Inc. PBC
10375 Park Meadows Drive, #230
Littleton, CO. 80202

With a copy to:

To:

With a copy to:

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- 12.07 Assignment. Either Party without the written consent of the other may not assign this Agreement.
- 12.08 Amendment. This Agreement will not be altered, amended, modified or supplemented except in a written document approved by the Board and signed by authorized officers of both the School and TES.
- 12.09 Waiver. No waiver of any provision of this Agreement will be deemed to be or will constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver unless otherwise expressly stated.
- 12.10 Severability. The invalidity of any of the covenants, phrases or clauses in this Agreement will not affect the remaining portions of this Agreement, and this Agreement will be construed as if such invalid covenant, phrase or clause had not been contained in this Agreement. To the extent that any of the services to be provided by the TES are found to be an invalid delegation of authority by the School, such Services will be constituted to be limited to the extent necessary to make the services valid and binding.
- 12.11 Successors and Assigns. Except as limited by Section 11.07 above, this Agreement will be binding upon, and inure to the benefit of, the parties and their respective successors and assigns.
- 12.12 No Third Party Rights. This Agreement is made for the sole benefit of the School and the TES, and their permitted successors and assigns. Except as otherwise expressly provided, nothing in this Agreement will create or be deemed to create a relationship between the parties to this Agreement, or either of them, and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.
- 12.13 Survival of Termination. All representations, warranties and indemnities made in this Agreement will survive termination of this Agreement.
- 12.14 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and may be executed in any number of counterparts each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. Electronic signatures shall be deemed as originals

ARTICLE XIII. ALTERNATIVE DISPUTE RESOLUTION PROCEDURE

- 13.01 Alternative Dispute Resolution Procedure. The parties hereto will endeavor to resolve in good faith any controversy, disagreement or claim arising between them, whether as to the interpretation, performance or operation of this Agreement or any rights or obligations hereunder. If they are unable to do so, any such controversy, disagreement or claim will be submitted for mediation by either party giving written notice to the other of the existence of a dispute which it desires to have mediated. The place of mediation shall be Denver, Colorado. The Parties shall share the cost of a mediator, and if the mediator cannot be mutually agreed upon, each party shall choose one mediator, and the third shall be selected by the Authorizer. The expenses of the mediators shall be split equally by the Parties. In all cases, the results of mediation or the recommendations of the mediators shall be as recommendation and not binding. Either Party may proceed to any court of competent jurisdiction in the County in which the School is located seek a relief, if mediation fails.

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the date and year first above written.

Tatonka Education Services, Inc. PBC

**Northern Colorado Academy of Arts and
Knowledge, Inc.**

By _____

By: _____

Its: _____

Its: _____

Approved by School Board Resolution
at the Regularly Scheduled Meeting
dated: _____

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