CHARTER SCHOOL RENEWAL AGREEMENT

BETWEEN

THE COLORADO CHARTER SCHOOL INSTITUTE

AND

T.R. PAUL ACADEMY OF ARTS & KNOWLEDGE
## Contents

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>SECTION 1: RECITALS</td>
<td>1</td>
</tr>
<tr>
<td>SECTION 2: THE SCHOOL</td>
<td>2</td>
</tr>
<tr>
<td>2.1 Parties</td>
<td>2</td>
</tr>
<tr>
<td>2.2 Term</td>
<td>2</td>
</tr>
<tr>
<td>2.3 Charter School Legal Status.</td>
<td>3</td>
</tr>
<tr>
<td>2.4 Contacts</td>
<td>3</td>
</tr>
<tr>
<td>SECTION 3: INSTITUTE-SCHOOL RELATIONSHIP</td>
<td>3</td>
</tr>
<tr>
<td>3.1 Institute Responsibilities and Rights</td>
<td>3</td>
</tr>
<tr>
<td>3.2 School Responsibilities and Rights</td>
<td>5</td>
</tr>
<tr>
<td>3.3 Procedures for Contract Amendments.</td>
<td>7</td>
</tr>
<tr>
<td>3.4 Voluntary Dispute Resolution</td>
<td>7</td>
</tr>
<tr>
<td>3.5 Other Remedial Courses of Action</td>
<td>8</td>
</tr>
<tr>
<td>3.6 Institute Violations of State Charter Law or Breaches of This Contract</td>
<td>9</td>
</tr>
<tr>
<td>SECTION 4: SCHOOL GOVERNANCE</td>
<td>9</td>
</tr>
<tr>
<td>4.1 Governance</td>
<td>9</td>
</tr>
<tr>
<td>4.2 Corporate Purpose</td>
<td>10</td>
</tr>
<tr>
<td>4.3 Transparency</td>
<td>10</td>
</tr>
<tr>
<td>4.4 Conflict of Interest Policy.</td>
<td>10</td>
</tr>
<tr>
<td>4.5 Grievance Policy</td>
<td>10</td>
</tr>
<tr>
<td>SECTION 5: OPERATION OF SCHOOL AND WAIVERS</td>
<td>11</td>
</tr>
<tr>
<td>5.1 Operational powers</td>
<td>11</td>
</tr>
<tr>
<td>5.2 Performance Evaluations</td>
<td>11</td>
</tr>
<tr>
<td>5.3 Budget</td>
<td>11</td>
</tr>
<tr>
<td>5.4 Transportation</td>
<td>11</td>
</tr>
<tr>
<td>5.5 Food Services</td>
<td>11</td>
</tr>
<tr>
<td>5.6 Insurance</td>
<td>12</td>
</tr>
<tr>
<td>5.7 Volunteer Requirements</td>
<td>12</td>
</tr>
<tr>
<td>5.8 Nonreligious, Nonsectarian Status</td>
<td>12</td>
</tr>
</tbody>
</table>
5.9 Commitment to Nondiscrimination

5.10 Waivers

SECTION 6: SCHOOL ENROLLMENT AND DEMOGRAPHICS

6.1 School Enrollment and Demographics

6.2 Student Recruitment and Enrollment

6.3 Continuing enrollment

6.4 Indigent Students

6.5 Denial of Admission

SECTION 7: EDUCATIONAL PROGRAM

7.1 Vision and mission

7.2 Contracting for Core Educational Services

7.3 Educational Accountability, School Performance and Accreditation

7.4 Performance Frameworks and CSI Annual Review of Schools

7.5 Student Performance Goals

7.6 Monitoring

7.7 Renewal

7.8 Framework Amendment

7.9 Student Attendance

7.10 Conduct and Discipline

7.11 Student Welfare and Safety

7.12 School Calendar; Hours of Operation

7.13 Online program

7.14 Additional programs

7.15 Curriculum, instructional program, and pupil performance standards

7.16 Exceptional Students

7.16 Assessment of Pupil Performance and Procedures for Corrective Action

SECTION 8: FINANCIAL MATTERS

8.1 Funding and Disbursement of Per Pupil Revenue Funding

8.2 Disbursement of per pupil revenue funding

8.3 Adjustment to funding

8.4 Budget
8.5 Enrollment projections ................................................................................................... 22
8.6 TABOR reserve ............................................................................................................. 23
8.7 Non-appropriation of funds .......................................................................................... 23
8.8 Contracting ..................................................................................................................... 23
8.9 Financial Reporting ......................................................................................................... 24
8.10 Timing ............................................................................................................................. 25
SECTION 9: PERSONNEL ......................................................................................................... 25
9.1 Employee Status ............................................................................................................. 25
9.2 Employee Policies .......................................................................................................... 25
9.3 Employee Qualifications ............................................................................................... 25
9.4 Background Checks; Fingerprinting ............................................................................. 25
SECTION 10: FACILITIES ......................................................................................................... 26
10.1 Facility ............................................................................................................................ 26
SECTION 11: RENEWAL, REVOCATION, AND SCHOOL-INITIATED CLOSURE ........... 26
11.1 Renewal Process ............................................................................................................. 26
11.2 School-initiated Termination .......................................................................................... 27
11.3 Dissolution ..................................................................................................................... 27
11.4 Return of Property ........................................................................................................... 27
11.5 Termination and Appeal Procedures ............................................................................. 28
11.6 Survival of Certain Contract Terms ............................................................................... 28
SECTION 12: GENERAL PROVISIONS ................................................................................... 28
12.1 Order of Precedence ........................................................................................................ 28
12.2 Amendments ................................................................................................................... 28
12.3 Merger ............................................................................................................................ 28
12.4 Non-assignment .............................................................................................................. 28
12.5 Governing Law and Enforceability .............................................................................. 28
12.6 No third-party beneficiary ............................................................................................ 29
12.7 No waiver ....................................................................................................................... 29
12.8 Notice ............................................................................................................................. 29
12.9 Severability .................................................................................................................... 29
12.10 Conflict with Exhibits ................................................................................................. 29
12.11 Counterparts; Signature by Facsimile ................................................................. 30
12.12 Business Days. ....................................................................................................... 30
EXHIBIT A: RESOLUTION TO APPROVE THE CHARTER RENEWAL APPLICATION.. 31
EXHIBIT B: ARTICLES OF INCORPORATION AND BYLAWS ........................................ 33
EXHIBIT C: REQUESTED WAIVERS .............................................................................. 47
EXHIBIT D: ENROLLMENT PROCEDURES .................................................................... 52
CHARTER SCHOOL RENEWAL CONTRACT

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

SECTION 1: RECITALS

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

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

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

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

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

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

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

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

WHEREAS, during fall 2016 the school had the opportunity to provide additional information related to the CARS rating and the annual review documentation;
WHEREAS, on December 5, 2016, CSI staff provided a copy of the attached staff recommendation, recommending renewal, to both TPAAK and the CSI Board;

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

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

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

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

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

AGREEMENT

SECTION 2: THE SCHOOL

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

2.2 Term. This Contract is effective as of July 1, 2017 and is to terminate on June 30, 2019. If the School maintains at least an Improvement rating on the 2017 CDE and CSI Performance Frameworks and attains a Performance rating on the 2018 CDE and CSI Performance Frameworks, the contract will be extended by two additional years, through June 30, 2021. If the School fails to meet the performance metric, the School will not be eligible for the automatic extension and the initial contract will end June 30, 2019. This Contract may be renewed in accordance with the State Charter Institute Act, the Institute rules, and as set forth in Section 11 below. Although this Contract is for operation of the School as a charter school for a
period of 2 years, any financial commitment on the part of the Institute contained in this Contract is subject to annual appropriation by the General Assembly and the parties agree that the Institute has no obligation to fund the financial obligations under this Contract other than for the current year of the Contract term; and that the Institute has not irrevocably pledged and held for payment sufficient cash reserves for funding the School at or above the per pupil allocation or for providing services described herein for the entire term of the Contract.

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

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

SECTION 3: INSTITUTE-SCHOOL RELATIONSHIP

3.1 Institute Responsibilities and Rights

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

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

ii. Financial records, including bank statements;

iii. Educational program, including test administration procedures and student protocols;

iv. Interim assessment measures;

v. Personnel records, including evidence that criminal background checks have been conducted;

vi. School operations, including health, safety and occupancy requirements; and

vii. Inspection of the facility.

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

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

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

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

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

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

3.2 School Responsibilities and Rights

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

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

B. Notice to the Institute.

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

i. The discipline of employees at the School arising from misconduct or
behavior that may have resulted in harm to students or others, or that
constituted violations of law; and

ii. Any complaints filed against the School or its employees, administration, or
Board members by any governmental agency.

Immediate Notice: The School will immediately notify the Institute of any of the
following:
i. Conditions that may cause it to vary from the terms of this Contract, applicable Institute requirements, or federal or state law;

ii. Any circumstance requiring the unplanned extended closure of the School, including, but not limited to, a natural disaster, such as an earthquake, storm, flood or other weather related event, other extraordinary emergency, or destruction of or damage to the school facility;

iii. Any circumstances requiring lockdown, emergency drills or any other action that may affect school health or safety;

iv. The arrest, dismissal or resignation of any members of the School Board or School employees for a crime punishable as a felony or any crime related to the misappropriation of funds or theft;

v. Misappropriation of funds;

vi. A default on any obligation, which will include debts for which payments are past due by sixty (60) days or more; and

vii. Any change in the School Board’s corporate status with the Colorado Secretary of State’s Office or status as a 501(c)(3) tax-exempt organization.

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

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

E. Indemnification. To the extent permitted by law and not covered by insurance or not otherwise barred by the Colorado Governmental Immunity Act, the School Board and the School agree to indemnify and hold the Institute and its employees, directors, officers, agents, and assigns harmless from all liability, claims and demands of third parties arising on account of personal injury, sickness, disease, death, property loss, infringement on intellectual property rights or damage or any other losses of any kind.
whatsoever to the extent the same are proximately caused by any act, error, or omission, whether negligent, grossly negligent, intentional or otherwise, of any of its employees, directors, officers, agents, assigns, subcontractors, and representatives. The Institute may withhold funds for damages, attorneys’ fees, costs and expenses incurred in connection with any pending or threatened suits, actions, grievances, charges or proceedings. The forgoing provision will not be deemed a relinquishment or waiver of any kind of applicable bar or limitation liability provided by the Colorado Governmental Immunity Act or other law. This clause shall apply to disputes that arise post-termination of the contract between the Institute and the School for claims arising relating to the contract.

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

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

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

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

i. Informal negotiation. If both parties agree to dispute resolution, authorized representatives of the Institute and the School will meet to discuss a possible resolution to the dispute.

ii. Formal notification of dispute. If the dispute is not resolved through informal negotiation, either party may submit to the other a written notice identifying the specific action with which it disagrees, any Contract provision which it alleges has been breached, and the specific corrective action it wishes the other party to take. Such notice must be given within twenty (20) days of the time the party knew or should have known of the action at issue and that informal resolution under Section 3.4(i) was unsuccessful.

iii. Mediation. If the parties are unable to negotiate a resolution to the dispute within ten (10) business days of receipt of such formal notice, either party may request mediation. The party making the request will notify the other party of the request in writing. Within one calendar week of receipt of notice by the
other party, the authorized representatives of the parties will attempt to agree on a mediator. If the parties through their representatives fail to reach an agreement within one calendar week after the first attempt to agree, they will request appointment of a mediator by the American Arbitration Association or such other organization as may be mutually agreed upon.

iv. **Procedure.** Within thirty (30) days of appointment, the mediator will conduct a hearing limited to the issues raised in the notice required by **Sections 3.4(ii).** The mediator will have authority to make procedural rules and will issue a report to the parties within thirty (30) days after the close of the hearing. Such report will contain findings and a recommendation regarding the issue(s) in dispute. The mediator’s recommendation will be forwarded to the Institute and to the School. This shall not be deemed the “release” of the mediator’s recommendation.

v. **Institute Board action.** If the parties are unable to negotiate a resolution, the Institute Board will make a decision on the matter and release the mediator’s recommendation. The Institute Board's action on the recommendation will be final and binding, subject only to such appeal as may be authorized by law.

vi. **Institute’s authority.** The dispute resolution process set forth in this Contract will not be required prior to the exercise of any contractual right or statutory authority by the Institute Board, including remedial authority for any material breach of this Contract, such as proceedings to revoke or not renew the Contract.

vii. **Failure to Advance the Process.** Failure to advance the process within the time specified in **Section 3.4** will be deemed a waiver of any right to contest an action covered by this procedure with respect to the specific action at issue and will forever bar any claim or proceeding related to such action. In other words, if a party fails to advance the process within the time specified, that party has no right to complain that the process has moved ahead. However, notwithstanding this provision, the parties may agree in writing to extend any of the time limits for a specified period.

viii. **Costs shared.** The parties will share equally the costs of mediation, including any per diem expenses, plus any actual and necessary travel and subsistence expenses. A party who unilaterally cancels or withdraws from a scheduled mediation will pay the full cost of any fees assessed by the mediator.

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

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

ii. **Seeking or requiring technical assistance** from the Colorado Department of Education or another organization if the School is required to prepare and implement a priority improvement plan or turnaround plan.

iii. **Requesting that the Commissioner** issue a temporary or preliminary order in accordance with CRS 22-30.5-701 et seq.,

iv. **Taking immediate control of the School or some portion thereof.** Notwithstanding any other provision of this Contract, in the case of any breach which the Institute determines in good faith poses a serious threat to the School or Institute students, the community, or the property rights of the Institute or School, the Institute may, but is not required to, take immediate control of the School pursuant to CRS 22-30.5-703, and may exercise any portion or all power and authority over the School for such period of time as may be necessary to deal with such threat. These additional rights of the Institute will continue during the pendency of any dispute resolution process with respect to any alleged breach.

v. **Notice of breach.** This action will be initiated as deemed necessary by the Institute and in accordance with the procedures described in the Institute’s school compliance policy and CSI rules. A Notice of Breach shall state the deficiency and the basis for it and provide an opportunity for the School to contest the deficiency, may place the School on Intensive Monitoring, and/or may provide the School with an opportunity to cure the deficiency within a reasonable timeframe prescribed by the Institute. The Institute reserves the right to require the submission of a plan to remedy the deficiency. Upon the written request of the Institute, the School shall develop a plan to remedy the failure or deficiency and submit it to the Institute for review and comment. The plan may be revised at the discretion of the School, with the agreement of the Institute. If the Institute reasonably determines that the plan is not effective in remedying the deficiency, the Institute may require the School to review and revise the plan or may proceed with revocation or any other remedial action the Institute deems necessary.

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

**SECTION 4: SCHOOL GOVERNANCE**

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

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

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

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

i. School Board membership and contact information for the School Board Chair; and

ii. Governing Board meeting calendar.

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

4.5 Grievance Policy. The School shall adopt a grievance policy for resolution of public complaints consistent with Institute policy. The policy must provide an opportunity for comment by the grievant in public hearing on the matter and an appeal process. The final administrative appeal will be heard by the School Board, not the Institute Board, subject to review by the Institute in appropriate circumstances and in line with the Institute’s conflict resolution policy. The Institute may require the School to modify the proposed grievance policy prior to approval, but such approval will not be unreasonably withheld. Any material changes to the School’s grievance policy may be made only with the approval of the Institute in accordance with Section 3.3 and the School Board.
SECTION 5: OPERATION OF SCHOOL AND WAIVERS

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

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

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

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

5.5 Food Services. The Institute and the School acknowledge and agree that food services will be provided to students attending the school in accordance with the Food Service Plan submitted to the Institute. Any changes to the Food Service Plan shall require advance Institute approval in accordance with Section 3.3 above. To the extent the School chooses to participate in Child Nutrition Programs under an approved School Food Authority (SFA), those
programs shall be provided in accordance with all applicable state and federal laws as well as all School Food Authority rules, policies, and procedures pertaining thereto.

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

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

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

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

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

5.8 Nonreligious, Nonsectarian Status. The School agrees that it shall operate in all respects as a nonsectarian, nonreligious, non-home-based public school. The School shall not be affiliated with any nonpublic sectarian school or religious organization, consistent with applicable law.
5.9 **Commitment to Nondiscrimination.** The School shall comply with all applicable federal, state and local laws, rules and regulations prohibiting discrimination on the basis of race, color, creed, national origin, sex, sexual orientation, marital status, religion, ancestry, disability or need for special education services.

5.10 **Waivers**

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

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

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

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

E. **Compliance Assurance.** The School will take reasonable steps to assure that staff at the School, members of the School Board, and administrators at the School comply with all replacement policies or practices adopted by the School in connection with waiver of state statutes or rules or Institute policies, or, when appropriate, comply with the intent of waived state statutes, state board rules, and Institute policies.
SECTION 6: SCHOOL ENROLLMENT AND DEMOGRAPHICS

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

<table>
<thead>
<tr>
<th>Grade</th>
<th>K</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Projected # of Students</td>
<td>40</td>
<td>40</td>
<td>40</td>
<td>40</td>
<td>40</td>
<td>40</td>
<td>240</td>
</tr>
</tbody>
</table>

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

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

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

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

6.5 Denial of Admission. The School shall only deny admission to a student to the extent permitted by law.
SECTION 7: EDUCATIONAL PROGRAM

7.1 Vision and mission.

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

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

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

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

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

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

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

7.4 Performance Frameworks and CSI Annual Review of Schools. The School shall be subject to the Performance Frameworks developed by the Institute and as may be amended from time to time. Based on the Performance Frameworks, the Institute will annually issue for each school the CSI Annual Review of Schools (or its replacement). The CSI Annual
Review of Schools shall supersede any and all assessment measures, educational goals and objectives, financial operations metrics, and organizational performance metrics set forth in the Application and not explicitly incorporated into the Performance Frameworks and CSI Annual Review of Schools (or its replacement). The specific terms, form and requirements of the Performance Frameworks and CSI Annual Review of Schools (or its replacement), including any required indicators, measures, metrics, and targets, are maintained and disseminated by the Institute and will be binding on the School.

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

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

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

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

7.9 **Student Attendance.** The School agrees that it shall comply with all state and federal laws and regulations and Institute policy concerning student attendance. Attendance of students at the School shall be in compliance with Colorado’s compulsory attendance laws, including, without limitation, hour requirements and the distinction made between excused and unexcused absences.
7.10 Conduct and Discipline. The School shall implement student disciplinary policies and procedures, including policies and procedures for the suspension and expulsion of students and the discipline and placement of students with disabilities, in accordance with state and federal laws and regulations, Institute policies, and the School’s Student Discipline Policy. The Institute reserves the right to audit and/or request submission of the School’s discipline policies and procedures at any time, with or without cause. The authority to hold expulsion hearings, wherein a student may be expelled from the School, shall remain with the School Board or a designee of the School Board.

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

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

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

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

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

A. Curriculum. The School shall have the authority and responsibility for refining the design and implementation of its educational program, subject to the conditions of this Contract, in a manner that is consistent with state law, including but not limited to requirements regarding content standards.
B. **Content Standards.** The educational program, pupil performance standards and curriculum designed and adopted by the School shall be consistent with the content standards required by the state pursuant to **CRS 22-7-1013** and referenced in **CRS 22-30.5-505(8)** and shall be designed to enable each pupil to achieve such standards.

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

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

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

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

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

**Admission of Students with Disabilities**

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

**Education of students with disabilities.**

*i.* The School shall implement a plan for meeting the needs of students with disabilities in accordance with state and federal laws and regulations, Institute policy and procedures, and as approved by the Institute. Any material changes to the plan for serving students with disabilities may be made only with the approval of the Institute and the School Board.

*ii.* The School shall provide all special education support services to students at the School in accordance with state and federal laws and regulations and Institute policy, and in accordance with the plan for meeting the needs of students with disabilities as approved by the Institute. Any material changes to the plan for serving students with disabilities may be made only with the advance approval of the Institute and the School Board. The School shall assign special education support staff as necessary to meet student needs, which staff shall be licensed in accordance with Colorado law.

*iii.* The School shall be responsible for providing and paying the cost of defense of any and all charges, complaints or investigations concerning special education by the Office for Civil Rights (OCR), the Department’s Federal Complaints Officer, IDEA due process proceedings, or any other similar investigations, and shall be entitled to manage the defense of and settlement of any such claims in cooperation with the Institute. The School agrees to indemnify and hold harmless the Institute from any and all liability, claims, and demands arising from or relating to the education of students with disabilities.

*iv.* Pursuant to **CRS 22-30.5-503(3) and 22-20-106**, the Institute serves as the Local Educational Agency (“LEA”) with administrative authority for delivering special education services to the School. The School will take direction from and work collaboratively with the Institute with regard to the provision of special education services, evaluations and concerns, and shall provide for the attendance of any School employees who should be present at any meetings at which IEPs are developed or modified. If the School and the Institute disagree as to the correct interpretation or application of a statute or regulation concerning the education of students with disabilities, the Institute’s position shall control.

*v.* The Institute reserves the right to jointly direct with the School the development and/or modification of any IEP for special education students of the School. The Institute’s Director of Exceptional Student Services, or designee, shall maintain the same administrative responsibilities and authority as in all other Institute Schools. The School shall use Institute special education forms and procedures
and shall document compliance with the requirements of federal and state laws and regulations, including procedural due process. The Institute or the School may identify from time to time changes to the educational program of the School that (a) are reasonably necessary to comply with applicable law for educating students with disabilities, or (b) provide cost savings or other benefits in connection with educating students with disabilities. After good faith discussion of these changes with the School, the Institute shall have the right to require such changes necessary to comply with law, and shall have the right to request other changes on behalf of students with disabilities.

vi. The School’s special education teachers and all related service providers are required to participate in compliance-oriented training and meetings sponsored by the Institute, and newly hired special education teachers shall participate in a state-approved induction program.

vii. In accordance with the CSI online compliance calendar (or its replacement), the School must report to the Institute its anticipated budgetary allocation and hiring plan for all special education teachers and related service providers who will be employed for the following year. No later than the first day of the opening of school, all special education teachers and related providers must be hired, appropriately qualified, and available to serve the identified needs of the students.

viii. Special education programs and services shall be available to each student as part of the regular school day in accordance with the least restrictive environment mandate of federal and state law.

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

SECTION 8: FINANCIAL MATTERS

8.1 Funding and Disbursement of Per Pupil Revenue Funding. Funding for the School shall be provided in accordance with the provisions of CRS 22-30.5-513. The Institute will disburse per pupil revenue funding to the School as those funds are allocated from the State to the Institute subject to the adjustments set forth below.
A. The local school district (the district in which the school is geographically located) is Poudre School District R-1 and is referred under the law as the “Accounting District” for purposes of funding.

B. During each fiscal year of the term, the parties agree that the Institute shall provide funding to the School in the amount of ninety-six percent (96%) of the Accounting District’s adjusted per pupil revenues (“PPR”), as determined in accordance with the formula described in CRS 22-54-104 (3).

C. The Institute may retain the actual amount of the School’s per pupil share of the administrative overhead costs for services it actually provides to the School; however, such costs shall not exceed 3% of the Accounting District’s per pupil revenues. Within ninety days after the end of each fiscal year, the Institute shall provide an itemized accounting of all the Institute's administrative overhead costs pursuant to CRS 22-30.5-513. The Colorado Department of Education may retain an amount not to exceed 1% of PPR for administrative purposes from each Institute-authorized school.

D. **Federal categorical aid.** Each year the Institute will provide to the School the School’s proportionate share of applicable federal Elementary and Secondary Education Act funding received by the Institute for which the School is eligible. The School is eligible for such funds upon approval of its plans for such funds either by the Institute or the Colorado Department of Education as required. Funds will be distributed on a documented expenditure reimbursement basis on a monthly interval as long as the School provides the Institute with the required documentation.

E. **State categorical aid.** In accordance with timelines provided by the CSI finance department, the Institute will provide to the School the School’s proportionate share of applicable state categorical aid (e.g., At-Risk Supplemental Aid, English Language Proficiency Act, Gifted and Talented, Amendment 23 Capital Construction funds, or Transportation funding) received by the Institute for which the School is eligible. The School is eligible for such funds upon approval of its plans or other requirements for such funds either by the Institute or the Colorado Department of Education as required.

F. The Institute will provide funding under the Colorado Exceptional Children’s Education Act that is attributable to identified students with disabilities enrolled in the School and for which the School has supplied appropriate documentation to obtain such funding subject to the provisions of CRS Section 22-30.5-513(9).

G. The parties shall cooperate in pursuing, appropriately disbursing, and properly accounting for funding provided by the federal and state governments for categorical programs such as Gifted and Talented, English as a Second Language, Medicaid Reimbursements, Title programs, and other federal and state grant sources and categorical aid programs for each School student eligible.
H. The School will have documented financial policies and procedures in place to include procedures that are compliant with federal statutes and regulations in accordance with the Uniform Guidance - Code of Federal Regulations. The School agrees to request its federal grant funds, at a minimum, on a quarterly basis using the appropriate documentation to obtain federal funds.

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

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

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

8.5 Enrollment projections. Each year of operation, the School will provide the Institute with its best estimates of its anticipated enrollment for the next school year in accordance with pupil enrollment projections. In the event that the projected enrollment materially differs from the Institute’s estimate of anticipated enrollment, the Institute reserves the right to base initial funding estimates on the more conservative figure. It is agreed by the parties that the purpose of this Section is to provide information to allow the Institute to prepare its future budgets, and that any information provided under this Section will not be used by the
Institute for the purpose of restricting the School’s enrollment or otherwise inhibiting the growth of the School. For purposes of this section, a material difference in enrollment shall mean any increase or decrease in excess of 10%.

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

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

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

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

   i. The contractor acknowledges that the School is not an agent of the Institute, and accordingly contractor expressly releases the Institute from any and all liability under this agreement; and

   ii. Any financial obligations of the School arising out of the agreement are subject to annual appropriation by the School Board and the Institute.

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

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

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

i. If CDE determines that the School has received payment of funds greater than the amount to which the School is entitled, the School shall be responsible for repayment to CDE within thirty (30) days from the date of said determination. Should the School be unable or refuse to pay the determined repayment amount, the School agrees that it may have its current payments or reimbursements withheld until the full amount of the repayment, plus applicable interest, is recovered.

ii. Should the School leave the Institute by changing authorizers, or by conversion into any other kind of public or private school, then the School’s obligation to repay shall, pursuant to Section 11.6 of this contract, survive the termination or expiration of this Contract and shall be enforceable by CSI for up to five years after the transfer or conversion of the School.
C. Quarterly reporting. The School will prepare quarterly financial reports for the Institute in compliance with CRS 22-45-102(l)(b) and Institute Policy. Quarterly financial reports shall be submitted to the Institute no later than 45 days following the end of each quarter except that all fourth quarter and year end reports will be submitted in accordance with the CSI online compliance calendar (or its replacement).

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

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

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

SECTION 9: PERSONNEL

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

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

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

9.4 Background Checks; Fingerprinting. The School shall establish and implement procedures for conducting background checks (including a check for a criminal record) of all employees to the extent required by applicable law, rules and regulations, including but not limited to CRS 22-30.5-110.5 and CRS 22-30.5-110.7. No teacher or administrator with a
criminal record that would ordinarily preclude them from obtaining a teacher license or from public school employment pursuant to CRS 22-32-109.8(6.5) will be employed at the School, regardless of waivers that may have been granted to the School. Independent contractors and outside companies that place employees in the school shall also complete the required background checks and provide evidence of such checks to the School.

SECTION 10: FACILITIES

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

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

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

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

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

B. Renewal Application Contents. In addition to contents required by law, the Renewal Application may include additional information requested in the CSI Renewal Application regarding progress toward meeting the Institute’s accreditation indicators. The Institute may modify this format without prior notice to the School.
C. **Criteria for Non-Renewal or Revocation.** The Institute may terminate, revoke or deny renewal of the Contract for any of the grounds listed in CRS 22-30.5-511(3), (4) and (4.5) as they now exist or may be amended, including for a material breach of this Contract. The Institute will annually provide feedback about the School’s progress toward meeting Institute’s accreditation requirements and other goals and objectives in accordance with the CSI Annual Review of Schools (or its replacement). Grounds for termination, revocation or denial will be in alignment with statute, CSI rule and the CSI Annual Review of Schools (or its replacement). In addition, the School may be non-renewed if:

1. Pursuant to C.R.S. §22-11-210(1)(d), the School is accredited with a priority improvement plan or turnaround plan for a combined total of five (5) consecutive years or any lesser number of years established by the State Board after which closure or restructuring is required; or

2. The School is accredited with a turnaround plan and does not attain a higher accreditation rating at its next performance review in accordance with C.R.S. §22-11-406(3).

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

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

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

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

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

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

SECTION 12: GENERAL PROVISIONS

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

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

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

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

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

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

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

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

If to Institute:

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

If to School:

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>SCHOOL</th>
<th>INSTITUTE</th>
</tr>
</thead>
<tbody>
<tr>
<td>T.R. PAUL ACADEMY OF ARTS &amp;</td>
<td>STATE CHARTER SCHOOL INSTITUTE</td>
</tr>
<tr>
<td>KNOWLEDGE</td>
<td></td>
</tr>
<tr>
<td>By:</td>
<td>BY:</td>
</tr>
<tr>
<td></td>
<td>Chair, State Charter School Institute Board</td>
</tr>
<tr>
<td>Title: Board Chair Kornfeld</td>
<td></td>
</tr>
<tr>
<td>Attest:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>BY:</td>
</tr>
<tr>
<td>Title: Secretary Najberg</td>
<td>Assistant Attorney General</td>
</tr>
</tbody>
</table>

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

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

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

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

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

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

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

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

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

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

BE IT FURTHER RESOLVED, that the following provision be incorporated into the charter contract to determine a possible TWO-YEAR contract extension:
Contract Provision: If the school maintains at least an Improvement rating on the 2017 CDE and CSI Performance Frameworks and attains a Performance rating on the 2018 CDE and CSI Performance Frameworks, the contract will be extended by two additional years, through June 30, 2021. If the school fails to meet the performance metric, the School will not be eligible for the automatic extension and the initial contract will end June 30, 2019.

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

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

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

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

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

Adopted this 13th day of December, 2016.

COLORADO CHARTER SCHOOL INSTITUTE

By: _____________________________________
   Chair, Board of Directors

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

By: ________________________________
   Secretary, Board of Directors
EXHIBIT B: ARTICLES OF INCORPORATION AND BYLAWS

Document processing fee
If document is filed on paper $125.00
If document is filed electronically $ 25.00
Fees & forms/cover sheets are subject to change.
To file electronically, access instructions for this form/cover sheet and other information or print copies of filed documents, visit www.sos.state.co.us
and select Business Center.
Paper documents must be typewritten or machine printed.

Colorado Secretary of State
Date and Time: 12/22/2005 12:55 PM
Entity Id: 20051474749
Document number: 20051474749

Articles of Incorporation for a Nonprofit Corporation
filed pursuant to §7-90-301, et seq., and §7-122-101 of the Colorado Revised Statutes (C.R.S)

1. Entity name: Northern Colorado Academy of Arts and Knowledge
   (The name of a nonprofit corporation may, but need not, contain the term or abbreviations "corporation", "incorporated", "company", "limited", "corp.", "inc.", "co." or " ltd."
   §7-90-301, C.R.S.)

☐ “bank” or “trust” or any derivative thereof
☐ “credit union”
☐ “savings and loan”
☐ “insurance”, “casualty”, “mutual”, or “surety”

2. Use of Restricted Words: (If any of these terms are contained in an entity name, true name of an entity, trade name or trademark stated in this document, mark the applicable box).

3. Principal office street address: 5310 Ward Road
   Suite G-07
   Arvada             CO             80002
   United States
   ☐ (Province – if applicable) ☐ (Country – if not US)

4. Principal office mailing address: (If different from above)
   ☐ (Street name and number or Post Office Box information)
   ☐ (City)
   ☐ (State)
   ☐ (Postal/Zip Code)
   ☐ (Province – if applicable)
   ☐ (Country – if not US)

5. Registered agent: (If an individual): AARRINGTON  BARRY  K.
   (Last)  (First)  (Middle)  (Suffix)
   OR (If a business organization):

6. The person appointed as registered agent in the document has consented to being so appointed.

7. Registered agent street address: 5310 WARD ROAD
   SUITE G-07
   ARVADA             CO             80002
   ☐ (City)
   ☐ (State)
   ☐ (Postal/Zip Code)

8. Registered agent mailing address: (If different from above)
   ☐ (Street name and number or Post Office Box information)

ARTINC_NPC

Page 1 of 3
Rev. 11/15/2005
9. If the corporation's period of duration is less than perpetual, state the date on which the period of duration expires:

10. (Optional) Delayed effective date:

11. Name(s) and address(es) of incorporator(s): (if an individual)

Arrington Barry K.

(Last) (First) (Middle) (Suffix)

OR (if a business organization)

5310 Ward Road
Suite G-07
Anvada CO 80002

(City) State Postal/Zip Code

United States

(fan individual)

(Last) (First) (Middle) (Suffix)

OR (if a business organization)

(fan individual)

(Last) (First) (Middle) (Suffix)

OR (if a business organization)

(fam individual)

(Last) (First) (Middle) (Suffix)

(If more than three incorporators, mark this box □ and include an attachment listing the names and addresses of all incorporators.)
12. The nonprofit corporation is formed under the Colorado Revised Nonprofit Corporation Act.

13. The corporation will □ OR will not □ have voting members.

14. A description of the distribution of assets upon dissolution is attached.

15. Additional information may be included pursuant to §7-122-102, C.R.S. and other organic statutes. If applicable, mark this box □ and include an attachment stating the additional information.

Notice:

Causing this document to be delivered to the secretary of state for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the secretary of state, whether or not such individual is named in the document as one who has caused it to be delivered.

16. Name(s) and address(es) of the individual(s) causing the document to be delivered for filing:

Arrington Barry K.
(Last) (First) (Middle) (Suffix)

5310 Ward Road
Suite G-07
Arvada CO 80002
(City) (State) (Postal Zip Code)

(Province – if applicable) (Country – if not US)

(The document need not state the true name and address of more than one individual. However, if you wish to state the name and address of any additional individuals causing the document to be delivered for filing, mark this box □ and include an attachment stating the name and address of such individuals.)

Disclaimer:

This form, and any related instructions, are not intended to provide legal, business or tax advice, and are offered as a public service without representation or warranty. While this form is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form. Questions should be addressed to the user's attorney.

ARTINC_NPC  Page 3 of 3  Rev. 11/16/2005
ARTICLE I

This corporation is organized exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the Code).

The corporation is organized in accordance with the laws of the State of Colorado and, specifically, the Colorado Revised Nonprofit Corporation Act. The corporation is organized and shall be operated exclusively for charitable or educational purposes. No part of the net earnings of the corporation shall inure to the benefit of any private shareholder or individual, and no substantial part of the activities of the corporation shall be carrying on propaganda, or otherwise attempting to influence legislation (except as otherwise provided in subsection 501(h) of the Code), and the corporation shall not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of (or in opposition to) any candidate for public office or in any activity not permitted to be carried on (i) by a corporation exempt from federal income tax under Section 501(c)(3) of the Code, or (ii) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Code.

ARTICLE II

The period of duration of the corporation shall be perpetual.

ARTICLE III

Each parent or legal guardian of a student enrolled at the school shall be a member of the corporation. Such membership shall cease automatically when the student is no longer enrolled. Each member shall have one vote for the election of directors. Cumulative voting is not allowed. The members shall be entitled to vote for four of the seven members of the board of directors.

ARTICLE IV

The corporation shall have and may exercise all of the rights, powers and privileges now or hereafter conferred upon nonprofit corporations organized under the laws of
Colorado, except as expressly provided in these Articles. In addition, the corporation may do everything necessary, suitable or proper to the accomplishment of any of its corporate purposes. The corporation may conduct part or all of its business in any other part of Colorado, of the United States or the world and may hold, purchase, lease and convey real and personal property in any of such places.

ARTICLE V

A. All income of the corporation for each taxable year (for federal income tax purposes) shall be distributed at such time and in such manner so as not to subject the corporation to federal tax under Section 4942 of the Code.

B. The corporation shall not (i) engage in any self-dealing (as defined in Section 4941(d) of the Code); (ii) return any excess business holdings (as defined in Section 4943(c) of the Code); (iii) make any investments in such manner as to subject the corporation to tax under Section 4944 of the Code; or (iv) make any taxable expenditures (as defined in Section 4945(c) of the Code).

ARTICLE VI

A. The business and affairs of the corporation shall be managed by a board of directors which shall be elected as provided in the bylaws.

B. The initial board of directors shall consist of one person who shall serve until his successor is elected or appointed.

C. The number of directors may be increased or decreased (but not to less than one) from time to time in accordance with law and with the bylaws of the corporation, but no decrease shall have the effect of shortening the term of an incumbent director.

ARTICLE VII

No contract or other transaction between the corporation and one or more of its
directors or any other corporation, firm, association, or entity in which one or more of its directors are directors or officers or are financially interested shall be either void or voidable solely because such directors are present at the meeting of the board of directors or a committee thereof which authorizes, approves, or ratifies such contract or transaction, or solely because their votes are counted for such purpose, if: (a) the fact of such relationship or interest is disclosed or known to the board of directors or committee which authorizes, approves, or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of such interested directors; or (b) the contract or transaction is fair and reasonable to the corporation. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the board of directors or a committee thereof which authorizes, approves, or ratifies such contract or transaction.

ARTICLE VIII

No director of the corporation shall be personally liable to the corporation for monetary damages for breach of fiduciary duty as a director, except as otherwise provided by the Colorado Revised Nonprofit Corporation Act, as amended.

ARTICLE IX

A. The corporation shall indemnify, to the extent permitted by law, any person who is or was a director, officer, agent, fiduciary or employee of the corporation against any claim, liability or expenses arising against or incurred by such person as a result of actions reasonably taken by him at the direction of the corporation. The corporation shall further have the authority to the full extent permitted by law to indemnify its directors, officers, agents, fiduciaries and employees against any claim, liability or expense arising against or incurred by them in all other circumstances and to maintain insurance providing such indemnification.

B. In no case, however, shall the corporation indemnify or reimburse any person for any federal excise taxes imposed on such individual under Chapter 42 of the Code. Further, if at any time or times the corporation is a private foundation within the meaning of Section 509 of the Code, then during such time or times, no payment shall be made under this Article IX if such payment would constitute any act of self-dealing (as defined
In Section 4941(d) of the Code) or a taxable expenditure (as defined in Section 4945(d) of the Code).

ARTICLE X

A. The corporation may be dissolved by a two-thirds (2/3) vote of the directors of the corporation.

B. Upon dissolution of this corporation, its assets shall be distributed to Douglas County Public Schools or, if no such distribution is possible, for one or more exempt purposes within the meaning of section 501(c)(3) of the Code (or the corresponding section of any future tax code), or shall be distributed to the federal government, or to a state or local government for a public purpose. Any such assets not so disposed of shall be disposed of by the district court of the county in which the principal office of the corporation is then located exclusively for such purposes or to such organization or organizations as said court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE XI

The articles of incorporation may be altered, amended or repealed with the approval of a majority vote of the directors for the corporation in office.
BYLAWS OF
NORTHERN COLORADO ACADEMY OF ARTS AND KNOWLEDGE
dba
T.R. PAUL ACADEMY OF ARTS AND KNOWLEDGE
A COLORADO PUBLIC CHARTER SCHOOL

ARTICLE I — GENERAL

1.1 Name. The name of the organization governed hereby is Northern Colorado Academy of Arts and Knowledge dba T.R. Paul Academy of Arts and Knowledge ("the School" or "TPAAK").

1.2 Location. The School shall be located anywhere in the Poudre School District or its contiguous districts that the Board of Directors ("Board") directs.

1.3 Vision and Mission. The Board will maintain Vision and Mission statements and display them for the School to see and use.

1.4 Office. The principal office of the corporation will be located in Fort Collins, Colorado or such other site as may be designated by the governing Board.

1.4 Members, Stock & Seal. The corporation shall have no members, no stock and no seal.

1.5 Fiscal Year. The fiscal year of the corporation shall be July 1 — June 30.

1.6 General Powers. The corporation shall have all the powers granted non-profit corporations under the Colorado Revised Nonprofit Corporations Act, and, in relation to any charter schools it operates, all powers granted to charter schools under the Colorado Charter Schools Act, and all powers appropriate to a nonprofit corporation or charter school provided for in other laws of the State of Colorado now in effect or hereinafter enacted.

ARTICLE II — BOARD OF DIRECTORS — OFFICERS

2.1 Board Powers & Duties. The business, property and affairs of this Corporation shall be conducted and managed by the Board of Directors ("Board" or "Directors"). The Board shall have full control and responsibility for the affairs and operation of the corporation and may exercise any and all corporate and school powers, subject only to the requirements of the Articles of Incorporation and these Bylaws. In general, the Board shall exercise its powers through:

- Establishing strategic direction for student achievement and school excellence;
- Establishing general policies for the school;
- Approving the school budgets;
- Negotiating, renewing and approving the charter agreements;
- Causing the preparation and delivery of such reports, applications for renewal or other documents as may be required to continue charter status or otherwise comply with law;
- Negotiating, reviewing and approving the management agreement; the management company fulfills the Board’s strategic direction goals;
- Selecting and retaining its own advisers, employees or agents, as needed from time to time; and,
- Overseeing and reviewing implementation of the budget, agreements and policies governing operation of the school.

Implementation of day-to-day administrative operations of the school and policies established by the Board shall be the responsibility of contractors, employees or others identified by the Board including but not limited to, a management company.

2.2 Number of Directors — Appointment & Term. All board seats are filled by appointment as voted on by seated board members. The Board shall be composed of five Directors. Directors shall not be teachers or other paid employees of the School. Meetings to appoint directors to the board, fill vacancies, elect officers or remove directors shall only take place where advance notice has been given, both to the public as required by law, and individually delivered to all directors no less than forty-eight (48) hours before said meeting. All directors will be appointed for staggered terms of one to three years. Directors may be re-appointed. The timing of appointments after the initial formation of the Board will be arranged by the Board so that the terms of directors are staggered. Appointment to a vacancy thereafter will be for the remainder of an unexpired term.

2.3 Officers. The Board shall select its officers from its own number, by majority vote of a quorum, and which shall include: the President, the Vice-President, the Secretary and the Treasurer. Generally, election of officers shall take place annually at a meeting held in June, July or August.

2.4 Absence or Inability — Recall & Removal — Resignation — Vacancies. In the absence or inability of any officer, the Board may delegate the powers and duties of such officer, except as otherwise provided herein, to any director. A director may be removed, with or without cause, by vote of all other directors then serving on the Board. Without limitation, Board members may be removed for failure to reasonably participate in board meetings; breach of confidentiality affecting student records or information, personnel records or information, or matters discussed in a proper executive session of the Board; or failure to disclose, or other violations related to, a conflicting interest transaction. Removal under this provision shall be made effective on a date certain. If any director or officer duly appointed submits a resignation to the Board such resignation shall be effective upon receipt and a vacancy on the Board exists. Upon vacancy for a directorship or an unexpired term in any office, the remaining directors have the option to appoint a replacement to fill the vacancy. Unless an officer or director resigns or is unable or unwilling to serve, or removed, the officer or director shall continue in office or a directorship until a replacement is selected.

2.5 Officer Powers Not Exclusive — Delegation of Officer Duties. The listed powers of officers are not exclusive and the Board may assign officers additional responsibilities by resolution. All responsibilities calling for an officer to “make provision” for certain actions may
be fulfilled by delegating said responsibility to any agent of the corporation and assuring that the agent has carried out the responsibility assigned.

2.6 **President.** The President shall call and preside over Board meetings; may be or designate another officer or individual as a member ex officio of any committees as are provided for from time to time; shall appoint chairs of all committees and fill all committee positions provided for from time to time, subject to approval of the Board; and shall make provision for a printed agenda to be distributed to all interested persons at the beginning of each meeting.

2.7 **Vice President.** The Vice President shall serve as President in the absence or inability of the President and may be delegated by the President any duties or powers of the President. The Vice President may also serve as either Secretary or Treasurer. Upon full assumption of the office of President, the office of Vice President and any other office held by that person shall be vacant.

2.8 **Secretary.** The Secretary shall make provision for a record to be kept of all meetings of the Board of directors; make provision for all directors to have a current copy of the charter, articles of incorporation, bylaws, management agreement and tax exempt status of the corporation; make provision for the maintenance and secure preservation of the history of this corporation and its predecessor or successor organizations; make provision for communication to the constituencies of the Corporation on a regular basis; make provision for all notices required by these bylaws or by vote of the Board; report any communications received to the Board as a whole; and make provision for publication of such reports, articles or communications as the Board may direct from time to time.

2.9 **Treasurer.** The Treasurer shall make provision for the secure deposit of the funds of the corporation and for a full and accurate account of receipts and expenditures and the maintenance of such books of account and records as are necessary to demonstrate compliance with all provisions of the charter and bylaws of this corporation; make provision for a financial statement to be submitted at every meeting of the corporation and at other times when requested by the Board; and make provision for the accounts to be subject to an annual audit by an Certified Professional Accountant or other appropriately qualified individual.

**ARTICLE III — MEETINGS & COMMITTEES — BOOKS & RECORDS**

3.1 **Regular & Special Meetings — Quorum.** Regular meetings of the Board shall be held during the year, the times to be fixed by the Board in advance. Notice of regular Board meetings shall be given in writing or email, in advance of the date of said meeting, to each director, provided that notice of a schedule of fixed meeting dates shall suffice as the notice required by this section. Special meetings may be called by the President, regular meetings may be canceled by the President and, in such cases, a reasonable effort shall be made to give actual advance notice of such meetings or cancellations to each director. A majority of the directors then in office shall constitute a quorum for conducting business and a majority of a quorum shall be sufficient to take action on any subject. The Board shall conduct all meetings in accordance with the Colorado Open Meetings Act. The Board may proceed into an executive session at any regular or special meeting of the Board upon a vote of two thirds of the quorum present, for the
reasons permitted by the Colorado Open Meetings Act. The Board shall designate the place of posting, as required by that Act.

3.2 Minutes. In accordance with the Colorado Open Meetings Act, the minutes of all Board meetings at which the adoption of any policy, position, resolution, rule, regulation, or formal action occurs or could occur shall be taken and promptly recorded, and such Board approved minutes shall be open to public inspection. The public minutes of any meeting during which an executive session is held shall reflect the general topic of the discussion at the executive session and minutes of the executive session shall be kept as otherwise required by law.

3.3 Committees — Limit on Delegation — Public Meetings. The Board may, by majority vote of a quorum, designate such committees as it deems necessary or appropriate. The President shall appoint the members of committees so designated.

3.4 Rules of Order. Meetings shall be conducted in accordance with established parliamentary procedures. In the event of a question of order, the Board may rely upon Roberts’ Rules of Order, Newly Revised as useful guidelines in resolving the issue.

3.5 Books & Records. The School shall keep all records required by law, these Bylaws, minutes of the proceedings of the Board and all committees, its financial books and records and the names and addresses of Directors and Officers at its administrative offices. To the extent required or permitted by law, all records of the School shall be public documents and open to public inspection in accordance with the Colorado Open Records Act, C.R.S. § 24-72-201 et seq.; Student records, personnel records and any other records protected by the Open Records Act; the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; or other privacy laws shall be open only to the extent, and to the persons, permitted by such laws. All books and records of the corporation shall be open by request of a director, to inspection by all directors at any regular meeting of the Board, or by any individual director at any reasonable time.

3.6 Manner of Acting. No action of the Board shall be considered legal or binding unless approved by an affirmative vote of a majority of a quorum at a regular or special meeting of said Board. Said action to be binding shall be recorded in the official minutes of the Board.

ARTICLE IV — FINANCES

4.1 Contracts & Checks — Faith and Credit. Any and all contracts entered into by the corporation shall be signed by the President or his designee and attested by the Secretary, provided that checks of the corporation may be signed as otherwise provided by Board resolution. No officer or agent of the corporation has authority to pledge the credit of the corporation in any matter which is not (a) provided for in a formal budget of the corporation or (b) approved by proper advance vote of the Board.

4.2 Conflicting Interest Transactions. Directors shall disclose any known present or potential conflicts of interest, which disclosure shall be reduced to writing, to the Board prior to or at the time set for voting on any conflicting interest transaction. Conflicting interest
transactions shall include those involving any “party related to a director” as that term is defined in COLO. REV. STAT. § 7-128-501(5). Written disclosures shall be attached to the minutes of the meeting at which, or the first meeting after, such disclosure has been made. Directors with conflicting interests may be counted as present for purposes of determining a quorum to act and may discuss such transactions in public session. Directors with conflicting interests shall not vote on such transactions. Failure to abide by this provision may constitute grounds for removal of a director. No loans may be made by the corporation to directors or officers. Any director or officer who assents to or participates in making any such loan shall be liable to the corporation for the amount of such loan until it is repaid.

4.3 Director & Officer Compensation. Directors and officers are volunteers and shall receive no compensation for service on the Board, provided that the Board may make provision for the corporation to reimburse directors or officers for reasonable and appropriate out-of-pocket expenses incurred for the benefit of the corporation and school and properly documented for the records of the corporation. Directors shall not be disqualified from receiving reasonable compensation for services rendered to or for the benefit of the corporation in any other capacity subject to Section 4.2.

ARTICLE V — LEGAL COMPLIANCE

5.1 Primary Board Duty. It is the primary duty of the Board of Directors to further the purposes of the corporation, as set forth in the Articles of Incorporation.

5.2 Consistency with Internal Revenue Code. Notwithstanding any other provision of these bylaws, the corporation shall neither compensate any person, nor reimburse expenses, nor indemnify losses, nor purchase any insurance in any manner or to any extent that would jeopardize or be inconsistent with qualification of the corporation as an organization described in section 501(c)(3) of the Internal Revenue Code of 1986, or that would result in the imposition of any liability under the Code.

5.3 Nondiscrimination. At no time shall the corporation engage in any action, with regard to faculty, employees, vendors, volunteers, parents, students or others which in violation of federal, state, or local law improperly discriminates on the bases of race, ethnicity, national origin, religion, gender, marital status, disability, military status, sexual orientation, gender identity or gender expression.

5.4 Nepotism. A director or officer may not participate in the hiring, contracting, or employment of any relative of the director or officer. A relative is defined as any person, whether by blood, marriage, or adoption, is the director or officer’s spouse, child, grandchild, parent, grandparent, sibling, aunt, uncle, niece, nephew, or other family member who resides in the same household as the director or officer. If the hiring, contracting, or employment of a relative is proposed by the board, a director or officer must give notice to the board of the family relationship. Notice of a family relationship must be given by the director or officer at a meeting of the board at which a record is kept and a quorum of the board is in attendance.
The remaining board with no family relationship must weigh the hiring, contracting, or employment of a relative on its merits. Any such determination by the remaining board with no family relationship must include evaluation of at least two non-relatives unless good cause is shown that non-relative options are unavailable. If the remaining board with no family relationship does find the relative to be the best choice the board must demonstrate that the relative was the best option of the available candidates to serve the board’s goals.

5.5 Severability. If any section, article or other provision of these bylaws or the articles of incorporation is invalidated by any court on any ground, the balance of these articles and bylaws shall be unaffected thereby and shall be construed as if such provision had been repealed by amendment.

5.6 Disposition of Assets. Dissolution process shall be controlled by the school’s Authorizer, the Charter School Institute, ("CST"). Upon any dissolution of the corporation, assets remaining after satisfaction of outstanding obligations of the corporation shall revert to CSI.

ARTICLE VI — INDEMNIFICATION

The corporation shall indemnify any person who was, is or is threatened to be made party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that this person is or was an officer or director of the corporation and acting in that capacity, unless such indemnification is prohibited by law. Any indemnification under this Article shall be made only as authorized on a specific case by a determination of the Board on whether such indemnification is legally permissible, by majority vote of a quorum of the Board, with only directors not parties to the proceeding counted in satisfying the quorum, or, if a quorum cannot be so obtained, by independent legal counsel selected by majority vote of the full board of directors. The determination made before indemnification is provided shall conform to the requirements of COLO. REV. STAT. § 7-129-102 (1998). An advance of expenses in aid of indemnification shall only be made as allowed by COLO. REV. STAT. § 7-129-104, and as otherwise required by this Article for indemnification generally. The corporation may seek to purchase, maintain or otherwise participate in an insurance plan to enable it to carry out any indemnification called for in this article.

ARTICLE VII — AMENDMENTS

8.1 Amendments by Majority Vote & At Regular Meeting. Amendments to the articles of incorporation and bylaws may be made by a majority vote of all directors at a regular meeting, as further provided in 8.2 and 8.3, and not otherwise.

8.2 Notice of Proposal — Advance Reading — Waiver. Advance notice of proposed amendments shall be given to all directors not less than forty-eight hours before a meeting at which the amendment will be proposed. Proposed amendments shall be read at a public meeting not less than thirty days before taking a vote to amend, unless such reading is waived by unanimous consent of those present.
8.3 Amendments Consistent with Charter Contract. No amendment to these bylaws may in any way authorize actions that would violate the Internal Revenue Code, or alter, amend, or controvert any provision of a charter school or other contract with a public school district, except that amendments altering a charter contract may be approved if such proposed amendment is first submitted to and approved by the Board of Education of such district. THE FOREGOING is a true and correct copy of the bylaws of the corporation, as duly adopted by the Board of Directors and in full force and effect this twelfth day of February, 2013.

Adopted this 20th day of December, 2015.
EXHIBIT C: REQUESTED WAIVERS

TPAAK Rationale and Replacement Plan for Waivers from State Statute and Rule

TR Paul Academy of Arts & Knowledge
4512 McMurry Ave
Fort Collins, CO 80525

Charter School Contact:
James Lewicki
jlewicki@tpaak.org

Prepared by:
Shannon Keigan
970-316-6706
skeigan@tpaak.org

AUTOMATIC WAIVERS

<table>
<thead>
<tr>
<th>State Statute Citation</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>22-32-109(1)(b), C.R.S.</td>
<td>Local board duties concerning competitive bidding</td>
</tr>
<tr>
<td>22-32-109(1)(f), C.R.S.</td>
<td>Local board duties concerning selection of staff and pay</td>
</tr>
<tr>
<td>22-32-109(1)(t), C.R.S.</td>
<td>Determine educational program and prescribe textbooks</td>
</tr>
<tr>
<td>22-32-110(1)(h), C.R.S.</td>
<td>Local board powers-Terminate employment of personnel</td>
</tr>
<tr>
<td>22-32-110(1)(i), C.R.S.</td>
<td>Local board duties-Reimburse employees for expenses</td>
</tr>
<tr>
<td>22-32-110(1)(j), C.R.S.</td>
<td>Local board powers-Procure life, health, or accident insurance</td>
</tr>
<tr>
<td>22-32-110(1)(k), C.R.S.</td>
<td>Local board powers-Policies relating the in-service training and official conduct</td>
</tr>
<tr>
<td>22-32-110(1)(y), C.R.S.</td>
<td>Local board powers-Accepting gifts, donations, and grants</td>
</tr>
<tr>
<td>22-32-110(1)(ee), C.R.S.</td>
<td>Local board powers-Employ teachers’ aides and other non-certificated personnel</td>
</tr>
<tr>
<td>22-32-126, C.R.S.</td>
<td>Employment and authority of principals</td>
</tr>
<tr>
<td>22-33-104(4)</td>
<td>Compulsory school attendance-Attendance policies and excused absences</td>
</tr>
<tr>
<td>22-63-301, C.R.S.</td>
<td>Teacher Employment Act- Grounds for dismissal</td>
</tr>
<tr>
<td>22-63-302, C.R.S.</td>
<td>Teacher Employment Act-Procedures for dismissal of teachers</td>
</tr>
<tr>
<td>22-63-401, C.R.S.</td>
<td>Teacher Employment Act-Teachers subject to adopted salary schedule</td>
</tr>
<tr>
<td>22-63-402, C.R.S.</td>
<td>Teacher Employment Act-Certificate required to pay teachers</td>
</tr>
<tr>
<td>22-63-403, C.R.S.</td>
<td>Teacher Employment Act-Describes payment of salaries</td>
</tr>
<tr>
<td>22-1-112, C.R.S</td>
<td>School Year-National Holidays</td>
</tr>
</tbody>
</table>

NON-AUTOMATIC WAIVERS: STATUTE DESCRIPTION AND RATIONALE

C.R.S. §22-32-109(1)(n)(I) Board of Education- Specific Duties
School Calendar

C.R.S. §22-32-109(1)(n)(II)(A) Board of Education- Specific Duties
Determine teacher-pupil contact hours

C.R.S. §22-32-109(1)(n)(II)(B) Board of Education- Specific Duties
District Calendar

Rationale: The school year at TPAAK will total approximately 180 days per year which exceeds the current requirement in state statute. TPAAK will prescribe the actual details of its own school calendar to best meet the needs of its students.

Replacement Plan: The final calendar and the school’s daily schedule will be designed by TPAAK and will meet or exceed the expectations in state statute.

Duration of the Waivers: TPAAK requests that the waivers be for the duration of its contract with CSI.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on CSI or TPAAK.

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply to the school, as per this Charter School Agreement.

Expected Outcome: As a result of these waivers, the school will be able to implement the necessary policies to increase student achievement.

C.R.S. § 22-63-201 Employment. Certificate required

Prohibits board from entering into an employment contract with a person who does not hold a teacher’s certificate or letter of authorization.

C.R.S. § 22-63-202

Teacher employment, contracts in writing-duration-damage provision

Rationale: TPAAK should be granted the authority to hire teachers and principals that will support the schools goals and objectives. The principal/executive director will not function as a traditional district school principal, but rather will be responsible for a wider range of tasks and act as the school’s chief executive officer. The school will seek to attract principals/executive directors and teachers from a wide variety of backgrounds, including, but not limited to teachers from out-of-state, teachers with a lapsed Colorado certificate, persons with several years of successful teaching experience in a setting not requiring a license, as well as persons with business or professional experience. All employees of TPAAK will be employed on an at-will basis. All employees of TPAAK will meet Federal Highly Qualified Requirements (i.e.: hold a degree and demonstrated subject-matter competency).

Replacement Plan: The school will, as appropriate, hire certified teachers and principals. However, in some instances it may be advantageous for the school to be able to hire Highly Qualified teachers and/or administrators without a certificate and who possess unique background and/or skills that fill the need of TPAAK.

Duration of the Waivers: TPAAK requests that the waivers be for the duration of its contract with CSI.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on CSI or TPAAK.

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply to the school, as per this Charter School Agreement.

Expected Outcome: As a result of these waivers, the school will be able to employ professional staff possessing unique skills and/or background filling all staff needs.
C.R.S. § 22-63-203 Probationary Teachers -renewal and non-renewal of employment contract

Provides for contract with probationary teachers and allows for non-renewal and renewal of employment contract

Rationale: TPAAK should be granted the authority to develop its own employment agreements and terms and conditions of employment. The school will be operating differently from other schools with a unique curriculum for which having the proper teaching staff is essential. Not every teacher who is successful in the regular public school will be successful at TPAAK. All employees of TPAAK will be employed on an at-will basis.

Replacement Plan: TPAAK has teacher agreements with the terms of non-renewal and renewal of employment agreements, and payment of salaries upon termination of employment of a teacher.

Duration of the Waivers: TPAAK requests that the waivers be for the duration of its contract with CSI.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on CSI or TPAAK.

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply to the school, as per this Charter School Agreement.

Expected Outcome: As a result of these waivers, the school will be able to employ professional staff possessing unique skills and/or background, filling all staff needs.

C.R.S. § 22-9-106 Local board duties concerning performance evaluations for licensed personnel

Rationale: In order to best assist TPAAK personnel, the Executive Director must have the ability to perform the evaluation of all personnel, even if the Executive Director does not hold a Type D certificate. TPAAK should be granted the authority to develop its own employment agreements and terms and conditions of employment. The school will be operating differently from other schools with a unique curriculum for which having the proper teaching staff is essential. Not every teacher who is successful in the regular public school will be successful at TPAAK. All employees of TPAAK will be employed on an at-will basis.

Replacement Plan: The TPAAK School Board, in conjunction with the Executive Director, has developed an ongoing and summative and formative evaluation plan which will apply specifically to the work duties of a teacher. The evaluation includes clear quality standards for those being evaluated and the evaluator and all staff have been trained in the use of the evaluation system.

Duration of the Waivers: TPAAK requests that the waivers be for the duration of its contract with CSI.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on CSI or TPAAK.

How the Impact of the Waivers Will be Evaluated: The impact of these waivers will be measured by the performance appraisal criteria and assessments that apply to the school, as per this Charter School Agreement. The impact of this waiver will also be measured by the ongoing evaluation of the teaching staff relative to specific duties they will perform. Ultimately, TPAAK
expects that overall student achievement will be positively influenced by a staff which is trained and evaluated according to current best practices in education.

**Expected Outcome:** As a result of these waivers, the school will be able to employ professional staff possessing unique skills and/or background.

**C.R.S. § 22-63-206 Teacher Employment Act — Transfer of teachers**

*Permits transfer of teachers between schools upon recommendation of district’s chief administrative officer.*

**Rationale:** TPAAK is granted the authority under the Charter School Agreement to select its own teachers. No other school or CSI should have the authority to transfer its teachers into TPAAK or transfer teachers from TPAAK to any other schools, except as provided for in the Charter School Agreement.

**Replacement Plan:** The school will hire teachers on a best qualified basis. There is no provision for transfers.

**Duration of the Waivers:** TPAAK requests that the waivers be for the duration of its contract with CSI.

**Financial Impact:** The school anticipates that the requested waivers will have no financial impact on CSI or TPAAK.

**How the Impact of the Waiver Will be Evaluated:** The impact of this waiver will be measured by the performance criteria and assessments that apply to TPAAK, as set forth in this Charter School Agreement.

**Expected Outcome:** The school expects that as a result of this waiver it will be able to manage its own personnel affairs. There is no provision for transfers.

**C.R.S. § 22-33-105 Suspensions, Expulsions and Denial of Admission**

**Rationale:** The Executive Director of TPAAK must have the authority to enforce suspensions, expulsions and denials of admission, and their related areas. The Board of Directors should be granted the authority to submit the required reports and to develop a policy that provides an alternative to suspension.

**Replacement Plan:** The student policies are outlined in the TPAAK Student Handbook and are outlined in this Charter Proposal.

**Duration of the Waivers:** TPAAK requests that the waivers be for the duration of its contract with CSI.

**Financial Impact:** The school anticipates that the requested waivers will have no financial impact on CSI or TPAAK.

**How the Impact of the Waiver Will be Evaluated:** TPAAK and CSI will review the detailed student policies to ensure compliance with all state and federal requirements. Student suspensions, expulsions and denial of admission matters will be communicated to CSI in accordance with all applicable CSI and contractual requirements.

**Expected Outcome:** TPAAK anticipates that the outcome of the waiver will be a policy with regard to suspensions, expulsions and denials of admission which is consistent with students’ needs.

**C.R.S. § 22-2-112(1)(q)(I) Commissioner - Duties**
**Rationale:** TPAAK has established a performance evaluation system and received a waiver for C.R.S § 22-9-106 enabling its use of that system. Due to this prior approved waiver, TPAAK should not be required to report their teacher evaluations ratings as part of the commissioner’s report.

**Replacement Plan:** If granted this waiver, TPAAK will not be required to report their teacher evaluation data through the Teacher Student Data Link collection process. However, the data provided by TPAAK’s teacher evaluation system is a critical component in the decision-making process for retention, promotion and placement of the school’s teachers. In addition, the evaluation data is used to inform professional development decisions for each teacher. Core course level participation will continue to be reported pursuant to C.R.S § 22-11-503.5.

**Duration of the Waivers:** TPAAK requests that the waivers be for the duration of its contract with CSI.

**Financial Impact:** The school anticipates that the requested waivers will have no financial impact on CSI or TPAAK.

**How the Impact of the Waiver Will be Evaluated:** The impact of this waiver will be measured by the performance criteria and assessments that apply to TPAAK as detailed in the Charter School Agreement.

**Expected Outcome:** With this waiver, the school will be able to spend more time reviewing the teacher evaluation data for important, internal use to promote good teaching.
EXHIBIT D: ENROLLMENT PROCEDURES

T.R. Paul Academy of Arts and Knowledge
Enrollment Policy

Purpose and Scope: The T.R. Paul Academy of Arts and Knowledge (TPAAK) Enrollment Policy is intended to provide guidelines for enrollment into TPAAK. The Policy also provides for a lottery process when the number of student applications exceeds the number of available seats.

Distribution: This policy shall be available for public viewing and acknowledgement of such viewing shall be part of the enrollment process when submitting an application for enrollment to TPAAK.

Declaration: By applying for enrollment into TPAAK all persons involved in the enrollment process declare that they have read and understand the enrollment policy of TPAAK and will abide by this policy.

How to apply to TPAAK:
1.) Applications are initiated by a parent or legal guardian, completing and submitting the TPAAK student enrollment request form. The student enrollment request form may be accessed and submitted online (www.tpaak.org) or picked up at the school office and turned in there as well. Open enrollment occurs each year from November 1st to February 28th.
   a. A child must be five (5) years of age by the Pupil Count Day in the school year being applied for, when being enrolled into Kindergarten. (Unless applying for Early Admission then follow the Early Admission guidelines set forth by the Board of Directors of TPAAK.)

2.) Current students at TPAAK must submit their intent to re-enroll during this open enrollment time frame as well. If the student enrollment request form is not completed and submitted between November 1st to February 28th, the family will forfeit the student seat.
   a. If a current student does not re-enroll between November 1st and February 28th then they must reapply and participate in TPAAK’s lottery process, if needed, as a new student.

Enrollment Caps per grade level:
TPAAK Governance Board will set grade level enrollment caps each year and will retain the right to adjust those caps as needed. The TPAAK Board has set preferred enrollment numbers per grade level. They are ½ day Kindergarten: 16 students; Full Day Kindergarten: 18 students; 1st – 3rd grade: 24 students; 4th & 5th grade: 25 students. Each year, given varying enrollment demands, these numbers can be exceeded by two net students per class. To exceed a class size by 3 or more students will require action from the TPAAK Governance Board. All class size
limits for the enrollment year being filled through the lottery will be established by the Board at least one month BEFORE the lottery.

**Enrollment Lottery:**

1.) If an enrollment lottery is required the following guidelines and protocols will apply.

   a. Admissions Lottery Protocol

      i. All applicants from the same family will be assigned one number.
      ii. A TPAAK representative will randomly draw one number at a time from a container.
      iii. With each number drawn, open seats will be filled as called. If a grade level is full, the applicant will be placed on that grade level's waiting list.
      iv. If a family with multiple siblings is selected, all of the siblings will fill the available spots in their respective grade level(s). If that grade level is already full, that sibling will be placed on that specific grade level's waiting list before another number is called.
      v. Once selected for a seat, student(s) parent or legal guardian must accept within 10 business days, in writing.
      vi. Declined seats will be given to students in the waiting list in the order determined by the lottery.
      vii. There will be a separate waiting list for each grade. All waiting lists will sunset at the end of the first semester each year. Waiting lists for each grade will be maintained by the TPAAK Office.
      viii. After the lottery is complete, new applications that apply for enrollment will be placed at the end of the specific grade level waitlist in the order determined by the most recent date of application.

**Waiting list:**

After the lottery is complete, priority 1 applications will be granted seats as they become available. Priority 1 applications will be placed in order as determined by the earliest date of application. Once those seats are filled, all other applications will be granted seats as they each become available.

**Staff of TPAAK**

Children of a parent/guardian that is hired by TPAAK will be enrolled in the grade level after Priority 1 applications, but BEFORE all other applications.

**Definitions:**

*Enrollment Priority:

Defines the priority category in which students are selected for available seats based on sibling status. These priority categories are defined below:

1. Siblings of students currently enrolled in TPAAK
2. All other applicants, including Early Admittance: Acceleration into Kindergarten
**TPAAK Sibling Status (Priority 1 Enrollment):**
The status given to a new enrollment applicant if their sibling has attended TPAAK for any portion of the previous school year for which the new applicant is applying for.

**Early Admittance:**
Applicants that wish to apply for kindergarten but are not five (5) years of age by Pupil Count Day in the school year enrollment is being applied for must apply for Early Admittance prior to the lottery following the Early Admittance Guidelines set forth by the Board of Directors for TPAAK for Acceleration into Kindergarten.

Applicants that wish to apply for first grade but are not six (6) years of age by Pupil Count Day in the school year enrollment is being applied for must apply for Early Admittance prior to the lottery following the Early Admittance Guidelines set forth by the Board of Directors for TPAAK for Acceleration into Kindergarten.

**Enrollment Fraud:**
All enrollments are subject to verification. If any portion of the verification process reveals fraudulent enrollment activity (i.e. fraudulent priority status and age) the enrollment is deemed fraudulent, and the student(s) enrollment will be treated as void. If the misrepresentation is determined before Pupil Count Day, the student will be treated as no longer enrolled. If the determination is after Pupil Count Day, (1) the administration will seek to transfer the student, at an academically appropriate break, to another program, and (2) provide that no other program can be found the student(s) is banned from re-enrollment for the next school year.

**Enrollment verification:**
A process in which enrollment eligibility is verified. Such verification may include the review of academic records by a TPAAK school official to verify the academic eligibility of an applicant or enrolled student. This process can take place up to two (2) years after the child’s enrollment. After two (2) years, the child’s enrollment status is accepted by the TPAAK Board of Directors (BOD) without further verification, unless willful fraudulent activity is brought to the attention of TPAAK BOD members.

**Executive Director:**
The Executive Director of TPAAK is responsible for overseeing the enrollment and lottery process as described.

**Registrar:**
The Registrar is responsible for carrying out the enrollment and lottery process as described.

**Lottery Official:**
The person in charge of drawing names of applicants during the lottery process. The lottery official is a community member selected by the school. The individual shall not have a student in the school or an otherwise vested interest in the school.

Lottery Eligibility:
If a child meets the eligibility requirements set forth in the application for enrollment in TPAAK, that child is deemed to be eligible for enrollment in TPAAK and any necessary enrollment lottery with the following exceptions;

- Children that were previously accepted for enrollment and declined enrollment are not eligible for enrollment or to enter the lottery process, regardless of enrollment priority status until the following years' enrollment.

- If an enrollment request is submitted that includes intentional fraudulent documents, statements, or other acts relevant to the determination as to whether the school is the appropriate placement of the student, including fraudulent or false information regarding the student's special needs or special education status, English language learner status, disciplinary history, or information related to whether the student may pose a threat to themselves or others, the student's enrollment application will be rejected.

Previous Student (K-5):
Once a K-5 student leaves TPAAK, such as transferring to another school, for any reason, the child must reapply for enrollment and participate in TPAAK’s lottery process.

The exception to the above is if a family temporarily relocates, less than one-year in length, due to a military assignment. In this case, the family relocating must inform TPAAK their intent to return to TPAAK in writing. If the relocation is for longer than one year, a space will not be reserved for the child(ren) and the child(ren) must re-apply for enrollment for the next school year.

Change in Status:
At any point during the enrollment process where any portion of an applicant’s priority status would change, such as; a sibling’s recent enrollment into TPAAK prior to the enrollment lottery taking place (grants sibling/priority 1 enrollment status), notification must be made to the TPAAK Executive Director and/or registrar regarding the change in status so that the enrollment application can be updated.
**Sibling:** An applicant or current student who is a biological Brother, Sister, or Half-Sibling of another student or a Brother, Sister, Step-Brother, Step-Sister of another student through marriage or adoption.

**Waitlist:** The waitlist is used to determine the remaining order of students selected during the lottery. Each applicant will be selected during the lottery. Once seats are filled, remaining students will be added to the waitlist in the order drawn. The waitlist is established after the lottery and is active through Pupil Count Day.

**Current School Year Enrollment Post Pupil Count Day:**
Only priority 1 students will be allowed to enroll after Pupil Count Day. In the event that the class size in the requested grade level has been met, a priority 1 student will be enrolled only if a student in the desired grade level leaves TPAAK after Pupil Count Day. Enrollment under this condition is subject to verification.
Purpose and Scope: The TR Paul Academy of Arts and Knowledge (TPAAK) Early Admittance Policy is intended to provide documented guidelines to the operations contractor for the allocation of available seats at TR Paul Academy of Arts and Knowledge for Acceleration into Kindergarten.

Distribution: This policy shall be available for public viewing and acknowledgement of such viewing shall be made part of the application process when submitting an application for Early Admittance to TPAAK.

Declaration: By applying for Early Admittance into TPAAK all persons involved in the application process declare that they have read and understand the Early Admittance policy of TPAAK and will abide by this policy.

Definitions:

Early Admittance: Early Admittance means early entrance to kindergarten or first grade for highly advanced children under the age of six, and means a student is placed in a grade level above other same aged peers.

Early Admittance shall be provided by TPAAK to identify and serve highly advanced children who are:

1. Four years of age and for whom early access to kindergarten is deemed appropriate.
2. Five years of age and for whom early access to first grade is deemed appropriate.
3. Early admittance shall not be an acceleration pattern recommended for the majority of age 4 or 5 children who will benefit from preschool programming.
4. The purpose of early admittance is to identify and serve the few highly advanced gifted children who require comprehensive academic acceleration.

Early admittance decisions will be a consensus process within the determination team that analyzes multiple criteria from a body of evidence resulting in a student profile of strengths, needs and interests of the child. Test scores alone will not determine early admittance. Parents may accept or decline an offer of early admittance.
Early Admittance eligibility:
Applicants that wish to apply for kindergarten but are not five (5) years of age by October 1st in the school year enrollment is being applied for must apply for Early Admittance prior to the lottery.

Applicants that wish to apply for first grade but are not six (6) years of age by October 1st in the school year enrollment is being applied for must apply for Early Admittance prior to the lottery.

General:

Criteria for Early Access:
All criteria must be considered in making the determination. - test scores alone do not meet determination.

Aptitude:
Aptitude supporting early access is indicated by a highly advanced level of performance compared to age-peers on cognitive abilities rating scales or 97th percentile and above on standardized cognitive ability tests which are conducted by licensed and/or trained staff.

Achievement:
Achievement supporting early admittance is indicated by a highly advance level of performance compared to age-peers on achievement rating scales, assessment, or 97th percentile and above on standardized achievement tests. Typically, early access children function two or more years above their age peers.

Performance:
Performance supporting early admittance is indicated by work samples and informal teacher and/or parent data indicating demonstrated ability above age peers.

Readiness, Social Behavior and Motivation:
Readiness, social behavior and motivation for early access are determined by the child’s ability to demonstrate the indicators deemed necessary for kindergarten or first grade by the district’s standards or national standards.
Application Process:

**Step 1:**
1. Applications are initiated by a parent or legal guardian contacting the School GT Coordinator and makes request to enter kindergarten by February 1st to be eligible for the lottery.
2. The GT Coordinator contacts parents and obtains information about student and reason for request. Parents are informed about the process.
3. If the parent decides to continue with the process, the parent collects information and creates a portfolio about the child, including the necessary forms provided by the school.

Information to be included in the portfolio:
   i. Letter from parent requesting early admittance into kindergarten or first grade
   ii. The Social Skills Checklist filled out by both the parent/guardian and the preschool teacher.
   iii. Any supporting anecdotal information (example: doctor’s observations/reports, outstanding accelerated achievements which could include reading ability, musical ability, etc).
   iv. Any available test date, which may include private testing.
   v. Student performance work samples
   vi. Any other items the parent may deem appropriate.

**Step 2:**
1. The parent sends the portfolio to the GT Coordinator.
2. The preschool teacher sends the Social Skills Checklist to the GT Coordinator.
3. The GT Coordinator calls the parent to discuss and review the complete portfolio and sets up an initial meeting for a preliminary screening.
4. If deemed appropriate, the GT Coordinator makes the recommendation for further assessment (testing).
5. Parents must pay a $100 testing fee for Wechsler Preschool and Primary Scale of Intelligence (WPPSI-III) test administration. Scholarships or fee waiver may be available based on financial situation.
6. If the decision is made to pursue testing, the GT Coordinator will schedule a testing date to administer the WPPSI-III.

**Step 3:**
1. A body of evidence will be used to determine placement. Early admission decisions will be a consensus process within the school determination team that analyzes multiple criteria from a body of evidence resulting in a student profile of strengths, needs and
interests of the child. Test scores alone will not determine early admittance. This will include the student portfolio, information from the teacher and the results from the WPPSI-III testing.

2. The GT Coordinator and school team will review the portfolio and WPPSI-III results to determine placement timelines. A school team may include the GT Coordinators, the school principal, the receiving kindergarten teacher, and any other school personnel that may be appropriate to the situation.

3. Parents will be contacted with the decision of the placement team by March 1st. If the child is accepted, an Advanced Learning Plan written by the teachers, parents and GT Coordinator will be developed.

4. Parents may accept or decline the offer by the school of early admittance.
   a. If the application takes place during the open enrollment period, the child would then enter the lottery with corresponding priority status.
   b. If the application takes place after the open enrollment period has closed, the child will be placed accordingly on a wait list and will be given a seat following the TPAAK Enrollment Policy.