

CHARTER SCHOOL RENEWAL AGREEMENT

BETWEEN

THE COLORADO CHARTER SCHOOL INSTITUTE

AND

THOMAS MACLAREN SCHOOL

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CHARTER SCHOOL RENEWAL CONTRACT

This charter school renewal contract (the “Contract”) is effective as of the date of execution for a contract term to begin July 1, 2019 by and between the State Charter School Institute (the “Institute” or “CSI”) and Thomas MacLaren School State Charter School, doing business as Thomas MacLaren School, (the “School”), for the renewal of a Charter School, organized as a Colorado nonprofit corporation, located in Colorado Springs, Colorado.

SECTION 1: RECITALS

WHEREAS, the Colorado General Assembly has enacted the Charter Schools Act (the “Charter Schools Act”), **C.R.S. 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 **C.R.S. 22-30.5-102(2) & (3)**;

WHEREAS, The Colorado General Assembly has subsequently enacted **C.R.S. 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 **C.R.S. 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 19, 2018, CSI received a charter renewal application from School;

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 School’s contract;

WHEREAS, during the Spring of 2018, 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 September 25, 2018, the school received its preliminary CARS Report summarizing cumulative academic information and on November 27, 2018 received its full draft CARS report with financial and operations information and its CSI Accreditation Rating;

WHEREAS, during the Fall of 2018 the school had the opportunity to provide additional information related to the CARS Report and the annual review documentation;

WHEREAS, on November 30, 2018, CSI staff provided a copy of the attached staff recommendation, recommending renewal, to School;

WHEREAS, on December 3, 2018, 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 11, 2018 CSI Board Meeting; and

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

WHEREAS, on December 11, 2018, 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 # 1833, which is attached hereto as **Exhibit A** and is incorporated by reference herein, and the agreed-upon milestones for opening, which are attached hereto as **Exhibit D** and are incorporated herein by reference; and

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.

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 the date of execution for a charter term to begin July 1, 2019 and terminate on June 30, 2024. 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 5 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 **C.R.S. 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 Milestones. The School shall meet all of the Milestones attached hereto as **Exhibit D** by the identified dates. Completion of the milestones is subject to review and approval by the Institute. Failure to timely or adequately fulfill any material term of the Milestones, as determined by the Institute, shall be considered a material violation of conditions, standards or procedures provided for in the Contract and shall be grounds for intervention or revocation of the Charter pursuant to **Section 3.5** and **Section 11** of the Contract. The Institute also reserves the right to delay or prohibit the School's opening until the School has satisfied each of the Milestones set forth in **Exhibit D**. The Institute may waive or modify the Milestones contained therein or may grant the School an additional planning year upon good cause shown.

2.5 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 **C.R.S. §§ 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 **C.R.S. § 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, Rule 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, **C.R.S. 24-72-201 *et seq.***, and the **Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g**. The School further agrees to assist and cooperate with the Institute in accessing or reviewing any records as part of its oversight responsibility or to address its compliance requirements.

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

B. **Notice to the Institute.**

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

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

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

- i.* Conditions that may cause it to vary from the terms of this Contract, applicable Institute requirements, or federal or state law;
- ii.* Any circumstance requiring the unplanned extended closure of the School, including, but not limited to, a natural disaster, such as an earthquake, storm, flood or other weather related event, other extraordinary emergency, or destruction of or damage to the school facility;
- iii.* Any circumstances requiring lockdown, emergency procedures 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 Leader and School Board Chair for signature on a yearly basis. The Institute reserves the right to conduct audits and require submission of certain documents or assurances in order to monitor compliance.

D. **Reports.** The School will timely provide to the Institute any reports necessary and reasonably required for the Institute to meet its oversight and reporting obligations. Required reports include, but are not limited to, those listed on the CSI online compliance calendar (or its replacement) with projected due dates for the current school year. Timely notification will be provided by the Institute when due dates are changed or if additional reports are required by the federal government or the Colorado Department of Education ("CDE"). The Institute will continuously update the list of

required reports and due dates and provide this information to the School via the CSI online compliance calendar (or its replacement). Failure by the School to provide reports by set deadlines may constitute a material breach of the Contract in accordance with Institute compliance policies and procedures, and the Institute may take action under **Sections 3.5 or Section 11** of this Contract.

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

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

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

The Institute shall have 60 days to review and accept or reject any complete request for contract modification. Failure to receive advance approval for such changes may be considered a material breach of the Contract. With regard to the agreed-upon Milestones attached hereto as **Exhibit D**, the parties agree that the dates set forth may be modified by the Institute upon mutual agreement of the parties.

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 not 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 **C.R.S.22-30.5-511** 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 **C.R.S. 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 **C.R.S. 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 **C.R.S. 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 (**C.R.S. 24-6-401 et seq.**) and the Colorado Open Records Act (**C.R.S. 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 among school staff, leadership, or governing board.

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 Executive Director 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 **Sections 7.2 and 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 Institutes' 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 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 regular school-to-home, home-to-school transportation program without prior written authorization from the Institute, other than transportation for special education students who require transportation as a related service or for students who otherwise

require the provision of transportation in accordance with state or federal law or transportation for activity trips only. Any transportation of students provided by the School shall be the sole responsibility of the School. Should the School later obtain advance approval from the Institute to provide transportation in accordance with **Section 3.3**, the School shall be responsible for - and shall comply with- all regulatory, safety, insurance, and licensing requirements.

5.4 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.

5.5 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.

5.6 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.

5.7 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.

5.8 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.

5.9 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 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 Institute Policies and Procedures and state laws and regulations. Institute approval of requests to waive either Institute policies or State laws 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.

C. **Subsequent or Additional Waiver Requests.** The School may request subsequent or additional waivers after the original request in accordance with Institute Policies and Procedures and state laws and regulations.

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 5.9**.

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 12 in accordance with the following Enrollment Schedule and as further described in the Application:

Grade	K	1	2	3	4	5	6	7	8	9	10	11	12
Average Enrollment	54	54	54	54	54	54	100	92	84	76	76	72	78

Material increases or decreases to total enrollment, including 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 **C.R.S. 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, need for special education services, or any other protected class in accordance with federal and state laws and constitutional provisions. Enrollment preferences, selection method, timeline, and procedures are described in **Exhibit E**. Any material changes to the School's enrollment policies and procedures shall be made in accordance with the Charter Modification Process (or its replacement) and the approval of the School's 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 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 pursuant to 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.

Vision: We believe all students should be immersed in the best our tradition has to offer. We believe all students can be active and useful participants in the ongoing and enduring conversation that is a vibrant civilization. We believe all students can be formed in a habitual vision of greatness that makes lifelong learners of the doctor and the mechanic, the homemaker and the professor. Thomas MacLaren School strives to build a lasting community of learners in which each student is the agent of his or her education.

We at Thomas MacLaren School believe that all young men and women deserve the same quality education, regardless of their ethnicity, gender, or socioeconomic background. All students, not only those wealthy enough to attend private schools or to earn places in specialized public schools, deserve to study the best that the Western tradition has to offer.

Mission: From the seminar to the science lab, from the music room to the playing field, Thomas MacLaren School begins with the conviction that all human beings can know truth, create beauty, and practice goodness. To that end, we expect students to develop basic tools of learning, ordered basic knowledge, moral seriousness, breadth and depth of imagination, artistic ability and sensitivity and a sense of wonder.

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. The School and the Institute agree that the School is not contracting with an educational service provider (ESP) for implementation of its core educational program. Unless otherwise agreed upon in writing by the Institute, the School shall not have authority to enter into a contract or subcontract for the management or administration of its core instructional program or services, including management of special education and related services. This shall not prevent the School from engaging independent contractors to teach selected, specific courses as a portion of the School's educational program or operations.

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 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, C.R.S. 22-11-101 *et seq.*;
- ii. the Preschool to Postsecondary Education Alignment Act, C.R.S. 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. The School is solely responsible for developing and implementing an emergency response plan and other safety protocols consistent with state and federal law, including but not limited to the Colorado Safe Schools Act, **C.R.S. 22-32-109.1** as it now exists or may be amended.

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 or transition to or from a 4-day school week.

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 **C.R.S. 22-7-1013** and referenced in **C.R.S. 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, **C.R.S. § 22-1-104**; honor and use of the United States Flag, **C.R.S. § 22-1-106**; the federal constitution, **C.R.S. §§ 22-1-108 & -109**; and the effect of use of alcohol and controlled substances, **C.R.S. 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 state regulations and 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 (C.R.S. 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 Individualized Education Plan (IEP) or Section 504 Plan shall be in compliance with federal and state laws and Institute policies, procedures, and requirements, including the CSI Enrollment Procedures for Students with Disabilities, 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 an IEP or Plan review meeting is held and the IEP or Section 504 Plan is revised.
- ii. Admission decisions shall be made without regard to special education status or need for accommodations. In the unusual event that, after a student is enrolled in the School, the School's IEP Team determines that the School cannot provide a Free Appropriate Public Education (FAPE) in the School as the Least Restrictive Environment, the School shall contact the Institute Director of Special Education to discuss placement and service alternatives.
- iii. The IEP Team convened at the School shall have the authority to make offers of a FAPE and decisions regarding the staffing and methodology used to provide special education and related services at the School.

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 is solely responsible for implementing, providing, and subsidizing those specialized instructional and related services required pursuant to student IEPs, as well as the services, modifications, or accommodations required by a student's Section 504 Plan. 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.
- iii.* The Institute contracts with a suite of qualified Special Education Coordinators. The School shall utilize one of the Institute Special Education Coordinators and assign special education support staff as necessary to meet student needs, which staff shall be licensed in accordance with federal requirements and Colorado law.
- iv.* 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, except where such obligation results directly from the Institute failed to fulfill its own, independent and non-derivative duties under state and federal special education laws and regulations.
- v.* Pursuant to **C.R.S. 22-30.5-503(3) and 22-20-106**, the Institute serves as the Local Educational Agency ("LEA") with oversight 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.
- vi.* 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 oversight responsibilities and authority as in all other Institute Schools. The School shall use Institute-approved 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.

- vii. 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.
- viii. 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.
- ix. On an ongoing basis, the Institute will assess the performance of the School with regard to special education. If—in the Institute's sole discretion—the Institute finds the School's performance with regard to special education to be deficient pursuant to state and federal law, the Institute may take remedial steps. Such steps may include, but will not be limited to, increasing the Institute's level of oversight of the School. Should the Institute determine that any remedial steps are necessary, the Institute will oversee implementation of these steps. In the instance where the Institute takes on responsibility for tasks that would otherwise be carried out by the School due to noncompliance, the Institute may retain commensurate funds. Such circumstances are expected to be highly unusual. A written agreement specifying the services to be provided and their cost shall be executed, which agreement shall constitute an amendment to the Charter Contract, at the time of any such unusual intervention.

7.17 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 for the School shall be provided in accordance with the provisions of **C.R.S. 22-30.5-513**. The Institute will disburse funding to the School as soon as reasonably possible after those funds are allocated from the State to the Institute, subject to the adjustments set forth below.

A. The School is geographically located in Colorado Springs School District 11, which is 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 defined by **C.R.S. 22-30.5-513(1)**.

C. The Institute may retain the School’s per pupil share of the administrative overhead costs for actual and reasonable costs incurred by the Institute as a result of its performance of its statutory obligations; however, such costs shall not exceed 3% of PPR. 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 C.R.S. 22-30.5-513(2)(d). 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.

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 eligible School student.

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 PPR funding. Funding under **Section 8.1 (above)** will be made to the School in monthly installments, in accordance with **C.R.S. 22-54-115**, subject, however, to annual appropriation and the Institute's receipt of the funding. Initial monthly payments shall be based upon enrollment projections in accordance with **Section 8.5 (below)**. However, the actual funding for each fiscal year shall be based upon the actual pupil enrollment for such fiscal year, as defined in **C.R.S. 22-54-103(10)**; the Institute will adjust payments for such fiscal year, by credit or debit as applicable, as set forth in **Section 8.3 (below)**. Any adjustment resulting in a reduction of funding shall require reimbursement to the Institute by the School.

8.3 Adjustment to funding. The Institute's monthly disbursement of funds will be adjusted as follows. Any and all mid-year legislative changes to the state's school finance formulas shall be passed along to the School as an adjustment (*i.e.*, a monthly debit or credit calculated to true-up the annual total by the end of the fiscal year) to the fiscal year's remaining monthly disbursements, beginning as soon as reasonably possible following the legislative change. Any and all adjustments imposed by CDE as part of CDE's per pupil true-up process (which typically applies to the January through June monthly disbursements) shall be passed along to the School, to the extent not offset by the Institute's early true-up adjustments. The Institute reserves the right to begin adjusting monthly disbursements following October 1st of the fiscal year (or any other applicable count day(s) established by law or by mutual agreement of the Parties), without waiting for CDE's true-up process, when in the Institute's sole discretion it appears to a reasonable certainty that the School's actual pupil count is materially different (as defined in **Section 8.5**) from the School's projected pupil count. Any PPR withheld from the School through the Institute's early true-up adjustments shall be kept in a separate account by the Institute and applied to offset the impact of CDE's true-up adjustments. Any additional funds paid to the School through the Institute's early true-up adjustments shall likewise be calculated to offset the impact of CDE's true-up adjustments, and shall be contingent upon the Institute having sufficient operating funds available. Funding may also be adjusted in January for any services provided by the Institute under this Contract. Where the remaining monthly disbursements in the fiscal year are not reasonably sufficient to cover the adjustments required by this **Section 8.3**, true-up payments shall be made by direct payment to the School or the Institute.

8.4 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's 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 balanced budget for the upcoming school year, for Institute review for statutory compliance and compliance with the terms and conditions of the Contract. Any subsequently approved revisions to 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 the state-mandated chart of accounts and **C.R.S. 22-44-102 *et seq.*** 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, in accordance with pupil enrollment projections deadlines set by CSI in accordance with CDE timelines, the School will provide the Institute with its best initial estimates of its anticipated enrollment for the next school year. In the event that the projected enrollment materially differs from the Institute's estimate of anticipated enrollment, the Institute reserves the right to report to CDE initial funding estimates based on the more conservative figure. A material difference in enrollment shall mean at least 10% greater or lesser than the School's own estimate. Both the School's and the Institute's estimates of anticipated enrollment shall be formulated reasonably, and shall be based upon the current enrollment, documented intents to enroll (new and current), average annual rates of attrition, and any other identified factors deemed relevant by the party making the estimate. It is agreed by the parties that the purpose of this **Section 8.5** 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.

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, or unless the contract is an adhesion over which the School has no ability to alter the terms or otherwise add a rider/amendment complying with this Section 8.8(A), 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 the 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 School shall adopt policies and procedures related to the procurement and contracting of goods and services in alignment with applicable state and federal requirements, Institute policies, and best practices.

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. The School agrees to make such records available to the Institute upon request or as required by Institute policy, or by federal or state laws, rules, or regulations. Financial records shall be posted in accordance with the state 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 Financial Data Pipeline File.** The School shall undergo an independent financial audit conducted in accordance with all applicable governmental accounting standards and performed by an independent certified public accountant each fiscal year. The audit shall include a balance sheet and statement of revenues, expenditures, and changes in fund balances which shall use the modified accrual basis of accounting. As supplementary information, the audit shall include a budgetary comparison schedule for the General Fund. The audit shall also include any such additional schedules as are necessary, in the Institute's sole discretion, to allow the Institute to accredit each school authorized by the Institute. 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 Financial Data Pipeline File, 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 Financial Data Pipeline file 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 **C.R.S. 22-45-102(1)(b)** and Institute policy. Quarterly financial reports shall be submitted to the Institute in accordance with the Institute 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 **C.R.S. 22-30.5-110.5** and **C.R.S. 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 **C.R.S. 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 1702 N Murray Blvd, Colorado Springs, Colorado 80915.

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 providing advance written notification to 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 **C.R.S. 22-30.5-507(10)** and **C.R.S. 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 **C.R.S. 22-30.5-511**, this Contract may be renewed for succeeding periods of at least one (1) academic year and not more than five (5) academic years. The Parties may 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 **C.R.S. 22-30.5-511(1)(b)**.

A. **Timeline and Process.** The School will submit its Renewal Application in accordance with renewal timelines promulgated by the Institute 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 the Institute 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. If the Institute Board decides not to 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 shall include additional information requested by the Institute Renewal Application regarding progress toward meeting the Institute's accreditation indicators. The Institute may modify this format without prior notice to the School.

11.2 Criteria for Non-Renewal or Revocation. The Institute may terminate, revoke, or deny renewal of the Contract for any of the grounds listed in **C.R.S. 22-30.5-511(3), (4) and (4.5)** and **1 CCR 302-1** 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 the 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:

A. 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

B. 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)**.

11.3 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 and the procedures set forth in **1 CCR 302-1** as they now exist or may be amended, including providing notice to the Institute of the desired termination at least 10 months prior to the proposed effective date of termination. The School and Institute may waive the prior notice period by mutual agreement.

11.4 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.

As required by **C.R.S. 22-30.5-513(6)(b)**, upon dissolution of the School, any moneys 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 moneys requiring return or transfer to the donor or grantor shall be clearly documented. The School shall not commingle such funds with public moneys during the School's operations or wind down. Upon dissolution, all such documentation shall be provided to the Institute. In the event of a conflict between the dissolution provisions set forth in this Contract and those in the School's bylaws or articles of incorporation, this Contract provision shall control.

11.5 Return of Property. In the event of termination or dissolution, all assets or 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, personal property, and financial assets) or that 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 another charter school within the Institute) or will otherwise be distributed pursuant to law. The School will execute all necessary documents required to convey such items. Notwithstanding the above, the Institute will not have the right to retain assets or property leased by the School, unless the Institute chooses to comply with the terms of that lease. All non-consumable grants, gifts, and donations from non-public sources, as well as assets or property purchased by the School from non-public funds will be considered the property of the School unless otherwise identified by the donor in writing and may be disposed of per the School's articles of incorporation or by mutual agreement with the Institute. Such assets or property shall be clearly marked and properly inventoried at the time of acquisition, and such documentation shall be provided to the Institute upon dissolution. Assets or property 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 or property not otherwise described in this **Section 11.5** may be disposed of per the School's articles of incorporation or by mutual agreement with the Institute. In the event of a conflict between the return of property provisions set forth in this Contract and those in the School's bylaws or articles of incorporation, this Contract provision shall control.

11.6 Termination and Appeal Procedures. In accordance with **1 CCR 302-1**, 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, or in connection therewith, 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 or waived its opportunity to appeal such decision to the State Board.

11.7 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.

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. 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:

Thomas MacLaren School
1702 N Murray Blvd
Colorado Springs, CO 80915

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

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

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

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

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

SCHOOL
THOMAS MACLAREN SCHOOL

By: _____

Board Chair, Thomas MacLaren School
Board of Directors

Date: _____

Attest: _____

Secretary, Thomas MacLaren School
Board of Directors

Date: _____

INSTITUTE
STATE CHARTER SCHOOL INSTITUTE

By: _____

Board Chair, Colorado Charter School Institute
Board of Directors

Date: _____

LEGAL REVIEW

Philip J. Welser, Attorney General

By: _____

Assistant Attorney General

Date: _____

EXHIBIT A: RESOLUTION TO APPROVE THE CHARTER RENEWAL APPLICATION

Agenda Item VIII.a.iii. Thomas MacLaren Renewal Application RESOLUTION 1833

RESOLUTION 1833

CONCERNING THE RENEWAL APPLICATION TO THE COLORADO CHARTER SCHOOL INSTITUTE FROM THOMAS MACLAREN SCHOOL

WHEREAS, on October 19, 2018, CSI received a charter renewal application from THOMAS MACLAREN SCHOOL (“TMS”);

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 TMS’s contract;

WHEREAS, during the Spring of 2018, 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 September 25, 2018, the school received its preliminary CARS Report summarizing cumulative academic information and on November 27, 2018 received its full draft CARS report with financial and operations information and its CSI Accreditation Rating;

WHEREAS, during the Fall of 2018 the school had the opportunity to provide additional information related to the CARS Report and the annual review documentation;

WHEREAS, on November 30, 2018, CSI staff provided a copy of the attached staff recommendation, recommending renewal, to TMS;

WHEREAS, on December 3, 2018, 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 11, 2018 CSI Board Meeting; and

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

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

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

Condition #1: Submit confirmation of waivers for inclusion in contract exhibits. Note: Please review the current list of automatic waivers as they have likely changed since the time of

Agenda Item VIII.a.iii. Thomas MacLaren Renewal Application RESOLUTION 1833

the current contract (<https://www.cde.state.co.us/cdechart/waivers>). Due January 18, 2019.

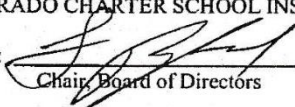
Milestone #1: Remediate the deficiencies in the Financial Policies and Procedures identified in the renewal report and resubmit. Due March 1, 2019.

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

Adopted this 11th day of December, 2018.

COLORADO CHARTER SCHOOL INSTITUTE

By:


Chair, Board of Directors

I certify that the foregoing Resolution No. 1833 was adopted by the CSI Board of Directors at a regular Board meeting upon notice as required by law on December 11, 2018, 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.scs.state.co.us and select Business Center.



Colorado Secretary of State
 Date and Time: 07/11/2007 08:53 AM
 Id Number: 20071319387
 Document number: 20071319387

Paper documents must be typewritten or machine printed.

ABOVE SPACES FOR OFFICE USE ONLY

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: Veritas Academy
(The name of a nonprofit corporation may, but need not, contain the term or abbreviation "corporation", "incorporated", "company", "limited", "corp.", "inc.", "co." or "llc." §7-90-601, C.R.S.)

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):*

☐ "bank" or "trust" or any derivative thereof
☐ "credit union"
☐ "insurance", "casualty", "mutual", or "surety"

☐ "savings and loan"

3. Principal office street address: 90 South Cascade Avenue
(Street name and number)
Suite 1100

Colorado Springs
(City)

CO
(State)

80903-1662
(Postal/Zip Code)

United States
(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)

(Country - if not US)

5. Registered agent: (if an individual): Hall Eric V.
(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: 90 South Cascade Avenue
(Street name and number)
Suite 1100

Colorado Springs
(City)

CO
(State)

80903-1662
(Postal/Zip Code)

8. Registered agent 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)

9. If the corporation's period of duration is less than perpetual, state the date on which the period of duration expires:

(mm/dd/yyyy)

10. (Optional) Delayed effective date:

(mm/dd/yyyy)

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

Hall Eric V.

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

OR (if a business organization)

90 South Cascade Avenue

(Street name and number or Post Office Box information)
Suite 1100

Colorado Springs CO 80903-1662

(City) (State) (Postal/Zip Code)
United States

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

(if an individual)

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

OR (if a business organization)

(Street name and number or Post Office Box information)

(City) (State) (Postal/Zip Code)
United States

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

(if an individual)

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

OR (if a business organization)

(Street name and number or Post Office Box information)

(City) (State) (Postal/Zip Code)
United States

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

(If more than three incorporators, mark this box ☐ and include an attachment stating 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:

<u>Weitzel</u>	<u>Adam</u>	<u>L</u>	<u>Esq.</u>
<small>(Last)</small>	<small>(First)</small>	<small>(Middle)</small>	<small>(Suffix)</small>
<u>Rothgerber Johnson & Lyons LLP</u>			
<small>(Street name and number or Post Office Box information)</small>			
<u>90 South Cascade Avenue, Suite 1100</u>			
<u>Colorado Springs</u>	<u>CO</u>	<u>80903-1662</u>	
<small>(City)</small>	<small>(State)</small>	<small>(Postal/Zip Code)</small>	
<u></u>	<u>United States</u>		
<small>(Province – if applicable)</small>	<small>(Country – if not US)</small>		

(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.

ARTICLES OF INCORPORATION OF VERITAS ACADEMY

Pursuant to the Colorado Revised Nonprofit Corporation Act (C.R.S. §7-121-101 et seq.), the natural person designated in Article 12 below, acting as incorporator, hereby establishes a nonprofit corporation pursuant to the Colorado Nonprofit Corporation Act and adopts the following Articles of Incorporation ("**Articles**");

ARTICLE 1. NAME AND ADDRESS

The name of the corporation is **Veritas Academy** ("**Corporation**"). The Corporation's principal place of business is 90 South Cascade Avenue, Suite 1100, Colorado Springs, Colorado 80903-1662.

ARTICLE 2. REGISTERED AGENT AND ADDRESS

The registered agent of the Corporation is Eric V. Hall and the address of the registered office is 90 South Cascade Avenue, Suite 1100, Colorado Springs, Colorado 80903-1662.

ARTICLE 3. DURATION

The Corporation shall have perpetual existence.

ARTICLE 4. PURPOSES

The Corporation is organized and shall be operated exclusively for charitable, educational and scientific purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "**Code**"). Subject to the foregoing, the purposes and objectives of the Corporation shall include but not be limited to the following: to organize and operate a public charter school to educate students in grades 6-12 using a core curriculum based on the best of the Western intellectual tradition.

ARTICLE 5. POWERS

5.1 **General Powers.** In furtherance of the foregoing purposes and objectives (but not otherwise) and subject to the restrictions set forth in Section 5.2 of this Article 5, the Corporation shall have and may exercise all of the powers now or hereafter conferred upon nonprofit corporations organized under the laws of Colorado and may do everything necessary or convenient for the accomplishment of any of the corporate purposes either alone or in connection with other corporations, firms, agencies or individuals, and either as principal or agent, subject to such limitations as are or may be prescribed by law.

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5.2 **Restrictions on Powers.** The following restrictions shall exist upon the powers of the board of directors, officers and others:

(a) No substantial part of the activities of the Corporation shall consist of carrying on propaganda or otherwise attempting to influence legislation, except as may be specifically allowed by Section 501(h) of the Code.

(b) The Corporation shall not participate or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office, and the Corporation shall not engage in campaign activity or the making of political contributions.

(c) These Articles specifically prohibit any grants or loans to any member of the board of directors or officers of the Corporation.

(d) No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to any director or officer of the Corporation, or any other individual (except that reasonable compensation may be paid for services rendered to or for the benefit of the Corporation affecting one or more of its purposes and aid provided to individuals based upon need in accordance with the charitable purposes of the Corporation), and no director or officer of the Corporation, or any other individual, taxable corporation, or person shall be entitled to share in any distribution of any of the corporate assets on dissolution of the Corporation or otherwise.

(e) No part of the assets of the Corporation shall be contributed to any organization whose net earnings or any part thereof inure to the benefit of any private shareholder or other individual or any substantial part of the activities of which consists of carrying on propaganda or otherwise attempting to influence legislation.

(f) Upon dissolution of the Corporation, all of the Corporation's assets remaining after payment of or provision for all of its liabilities ("**Net Assets**") shall be paid over or transferred to one or more exempt organizations, which are described in Section 501(c)(3) of the Code, contributions to which are deductible under Section 170(c)(2) of the Code, at the time of any distribution.

(g) Notwithstanding any other provision of these Articles, the Corporation shall not carry on any activities not permitted to be carried on by a corporation exempt from federal income tax as an organization described in Section 501(c)(3) of the Code or by a corporation, contributions to which are deductible under Section 170(c)(2) of the Code. It is anticipated that the Corporation shall be classified as other than a "private foundation" pursuant to Section 509(a)(2) of the Code; however, during any period of time in which the Corporation is a "private foundation" as defined in section 509(a) of the Code:

(i) The Corporation shall not engage in any act of "self-dealing," as defined in Section 4941(d) of the Code, so as to give rise to any liability for the tax imposed by Section 4941 of the Code;

(ii) The Corporation shall make distributions for each taxable year at such time and in such manner so as not to become subject to the tax imposed by Section 4942 of the Code;

(iii) The Corporation shall not retain any "excess business holdings," as defined in Section 4943(c) of the Code, so as to give rise to any liability for the tax imposed by Section 4943 of the Code;

(iv) The Corporation shall not make any investments that would jeopardize the carrying out of any of the exempt purposes of the Corporation, within the meaning of Section 4944 of the Code, so as to give rise to any liability for the tax imposed by Section 4944 of the Code; and

(v) The Corporation shall not make any "taxable expenditure," as defined in Section 4945(d) of the Code, so as to give rise to any liability for the tax imposed by Section 4945 of the Code.

(h) All references in these Articles to provisions of the Code are to the provisions of the Internal Revenue Code of 1986, as amended, and to the corresponding provisions of any subsequent federal tax laws.

ARTICLE 6. NO MEMBERS

6.1 **No Stock.** The Corporation shall have no capital stock.

6.2 **No Members.** The Corporation shall have no members. The management of the Corporation shall be vested in the board of directors.

ARTICLE 7. BOARD OF DIRECTORS

7.1 **Powers, Number, Terms and Election.** The management of the affairs of the Corporation shall be vested in a board of directors, except as otherwise provided in the Colorado Nonprofit Corporation Act, these Articles or the Bylaws of the Corporation. The number of directors, their classifications, their terms of office and the manner of their election or appointment, shall be determined according to the Bylaws of the Corporation from time to time in force.

7.2 **Liability of Directors.** No director shall be personally liable to the Corporation for monetary damages for any breach of fiduciary duty as a director, except that the foregoing shall not eliminate or limit such director's liability to the Corporation for monetary damages for the following:

- (a) any breach of such director's duty of loyalty to the Corporation;
- (b) any of such director's acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law;
- (c) acts specified in C.R.S. Section 7-24-111, as it now exists or hereafter may be amended (regarding a director's assent to or participation in the making of any loan by the Corporation to any director or officer of the Corporation); or
- (d) any transaction from which such director derived an improper personal benefit.

If the Colorado Nonprofit Corporation Act hereafter is amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the Corporation, in addition to the limitation on personal liability provided herein, shall be further eliminated or limited to the fullest extent permitted by the Colorado Nonprofit Corporation Act. Any repeal or modification of this Section 7.2 shall be prospective only and shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE 8. INDEMNIFICATION

8.1 **No Limitation on Indemnification.** Nothing in these Articles shall be construed to limit or restrict the ability of the Corporation:

- (a) to indemnify its officers, directors, employees, fiduciaries or agents against liabilities asserted against or incurred by such officers, directors, employees, fiduciaries or agents for actions taken by (or omissions of) such persons in such capacities.
- (b) to advance the counsel fees of its officers, directors, employees, fiduciaries or agents incurred in defending liabilities asserted against or incurred by such officers, directors, employees, fiduciaries or agents for actions taken by (or omissions of) such persons in such capacities.

8.2 **Procedures for Indemnification.** Except as set forth in the Colorado Revised Nonprofit Corporation Act or as set forth in the Bylaws of the Corporation, indemnification of officers, directors, employees, fiduciaries or agents shall not be mandatory. Indemnification, when permissive under the Colorado Revised Nonprofit Corporation Act shall be granted as set forth from time to time in the Bylaws of the Corporation.

ARTICLE 9. BYLAWS

The Bylaws of the Corporation shall be adopted by the Corporation's board of directors. Except to the extent otherwise provided in the Bylaws, the board of directors shall have the power to alter, amend or repeal the Bylaws from time to time in force and to adopt new Bylaws. Such Bylaws may contain any provisions for the regulation or management of the affairs of the Corporation which are not inconsistent with law or these Articles, as the same may from time to time be amended. However, no bylaw at any time in effect, and no amendment to these Articles, shall have the effect of giving any director or officer of the Corporation any proprietary interest in its property or assets whether during the term of its existence or as an incident to its dissolution.

ARTICLE 10. AMENDMENTS

Any amendment to these Articles shall be made by the adoption of such amendment at a meeting of the board of directors upon receiving the vote of a majority of the directors in office.

ARTICLE 11. DISSOLUTION

11.1 **General.** The Corporation may be dissolved as provided by Colorado law for the dissolution of nonprofit corporations.

11.2 **Assets.** Upon dissolution, the Net Assets of the Corporation must be distributed subject to the restrictions set forth in Section 5.2(f).

ARTICLE 12. INCORPORATOR

The name and address of the incorporator is:

Eric V. Hall
90 South Cascade Avenue, Suite 1100
Colorado Springs, CO 80903-1662

ARTICLE 13. DELIVERY

The name and mailing address of any the individual who causes this document to be delivered for filing, and to whom the Secretary of State may deliver notice if filing of this document is refused, is:

Adam L Weitzel, Esq.
Rothgerber Johnson & Lyons LLP
90 South Cascade Avenue, Suite 1100
Colorado Springs, CO 80903-1662
719.386.3000

BYLAWS FOR THOMAS MACLAREN SCHOOL

Revised as of January 25, 2018

ARTICLE 1 OFFICES

1.1 **Principal Office.** The principal office of **Thomas MacLaren State Charter School** (the “**School**”) shall be located at 1702 North Murray Boulevard, Colorado Springs, Colorado 80915. The address of the principal office may be changed from time to time by the Board of Directors or by the officers of the School. The School may have such other offices as the Board of Directors may designate or as the affairs of the School may require from time to time.

1.2 **Registered Office.** The registered office of the School is 1702 North Murray Boulevard, Colorado Springs, Colorado 80915. This address, required by the Colorado Nonprofit Corporation Act to be maintained in Colorado, may be, but need not be, the same as the principal office, and the address of the registered office may be changed from time to time by the Board of Directors or by the officers of the School.

ARTICLE 2 NO MEMBERS

The School shall have no members, as provided by Article 6 of the Articles of Incorporation.

ARTICLE 3 BOARD OF DIRECTORS

3.1 **General Powers.** The business and affairs of the School shall be governed by its Board of Directors, except as otherwise provided in the Colorado Nonprofit Corporation Act, the Articles of Incorporation, or these Bylaws.

3.2 **Number and Qualifications.** Members of the Board of Directors of the School shall be natural persons at least eighteen (18) years of age or older. The minimum number of directors shall be seven (7) and the maximum number shall be fifteen (15). By resolution, the Board shall establish the number of directors to serve on the Board at any time.

To be qualified to serve on the Thomas MacLaren Board, each director must:

- Read *The Paideia Proposal: An Educational Manifesto*, by Mortimer J. Adler.
- Become familiar with the MacLaren educational program. This should be done by visits to the School to observe the program in action as well as reading a summary of the educational program and curriculum.
- Support the educational philosophy, discipline policy, and administrative structure of Thomas MacLaren School.

- Read the Articles of Incorporation and these Bylaws.
- Read and sign the Board Handbook and Agreement.

Prior board experience is helpful but not required. Placing a high value on professionalism and the success of the school is mandatory. The motivation for serving on the Board of Directors must be a desire to serve the School's vision and mission in order to facilitate the educational success of its students.

Due to the inherent conflict of interest in having an employee of the school on the Board, neither faculty nor staff may serve on the Board of Directors.

3.3 **Director Competencies.** It is important for directors to have a diverse set of competencies, *e.g.*, law, finance, education, human resources, fundraising, technology, and real estate, to name a few. It would be preferable to have at least two members of the Board be parents of current students. At least one director should not be a parent. At least one director should be a community leader. The School will also seek directors who are working or have worked as professionals in such careers as teaching (at the elementary, secondary, or college level), business, human resources, development, real estate, military, government, law, and finance.

3.4 **Appointments.** All directors shall be appointed by the Board. To be appointed, a potential new Board member must satisfy the qualifications set forth in these Bylaws and receive a super-majority vote of the Board, *i.e.*, receive at least two-thirds affirmative votes of the total number of Board members serving on the Board at that time, at any regular or special meeting at which a quorum is present.

3.5 **Terms and Term Limits.** Directors shall serve three year terms. Directors may serve a maximum of two consecutive terms. A former director may not be re-appointed to the Board until at least one year off the Board, at which time he or she may again be appointed like any other person. Generally, terms of office begin on July 1 and end on June 30. Each director shall hold office until the conclusion of his or her term and until his or her successor is appointed and takes office, or until his or her death, resignation, or removal.

The Board shall strive to establish staggered end-dates for directors' terms so that there will be Board appointments each year and the Board gains roughly the same number of new directors in any year.

3.6 **Regular Meetings.** The Board of Directors shall meet at least ten times per year, absent extraordinary circumstances. Usually the Board meets every month except December and June. All meetings shall be open to the public. The Board of Directors shall provide by resolution the time and place for holding regular meetings.

3.7 **Special Meetings.** Special meetings of the Board of Directors may be called by the Executive Director, the Chair of the Board of Directors, or a majority of the Board members. Special meetings shall be held at such time and place as may be designated by the authority calling such meeting; provided that no meeting shall be called outside the State of Colorado unless a majority of the Board has so authorized.

3.8 **Notice and Agendas.** Notice stating the place, day, and time of every meeting, and the agenda for the meeting, shall be given to each member of the Board of Directors as well as posted in the designated location of the School for the benefit of the public as soon as practicable but no later than twenty-four hours prior to a meeting. At or before this time, the School shall also post its meeting notices and agendas on its website. The Board of Directors shall comply with these and every other requirement of the Colorado Open Meetings Law and any amendments or successor to it.

3.9 **Quorum; Voting.** A quorum at all meetings of the Board of Directors shall consist of a majority of the directors holding office. Persons present by telephone shall be deemed to be present “in person” for all purposes in these Bylaws, provided such persons can simultaneously hear and speak to all other persons present. Less than a quorum may adjourn from time to time without further notice until a quorum is secured. Each director shall have one vote, and, unless otherwise specified in these Bylaws or in the Articles of Incorporation, the act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

3.10 **Attendance Expectations.** Directors are expected to attend all meetings of the Board of Directors unless excused. Missing more than two consecutive Board meetings without prior approval from the Chair shall be grounds for dismissal from the Board. Unexcused absences from one-third of the Board meetings in any one year shall also be grounds for removal of a director.

3.11 **No Proxies.** Directors may not vote by proxy.

3.12 **Waiver.** A director who is present at a meeting of the Board of Directors is deemed to have assented to all action taken unless: (a) the director objects at the beginning of the meeting, or promptly upon arrival, to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to any action taken; (b) the director contemporaneously requests that the director’s dissent or abstention as to any specific action taken be entered in the minutes; or (c) the director causes written notice of the director’s dissent or abstention as to any specific action to be received by the Chair or other presiding director of the meeting before adjournment or by the School promptly after adjournment. The right of dissent or abstention is not available to a director who votes in favor of the action taken.

3.13 **Vacancies.** It shall be the duty of the Board of Directors to appoint members to fill any vacancies that may occur on the Board of Directors. A director appointed to fill a vacancy shall be appointed for the unexpired term of such person’s predecessor in office and until such person’s successor is duly appointed and shall have qualified. For purposes of term limits, if a person is appointed by the Board to fill a vacancy and that person serves less than half of one term, then that service shall not be counted a “term” and the person may still serve two consecutive three year terms prior to being required to step down due to term limits. Any position on the Board of Directors to be filled by reason of an increase in the number of directors shall be appointed by the Board in the normal course, as prescribed herein.

When the Board is fewer than seven members, the Board of Directors shall make every reasonable effort to fill any vacancy as quickly as possible. During the period in which the Board is filling a vacancy, the Board may continue to function normally notwithstanding the fact that it may have less than seven Board members.

3.14 **Committees.** Committees of the Board may be appointed by the Chair of the Board or by majority vote of the Board. Generally, committees shall be composed of at least one director and any other persons, and committees shall have such powers as the Board delegates. The Executive Director or his or her designee shall be an ex-officio member of all committees.

3.15 **Resignation.** A director may resign at anytime by giving written notice of resignation to the Chair of the Board of Directors. The resignation is effective when the notice is received, unless the notice specifies a later effective date.

3.16 **Removal.** Any member of the Board of Directors of the School may be removed by the affirmative vote of two-thirds of the remaining directors. All directors must be provided at least seven days notice that there will be a vote to remove one of the directors, and the director subject to the vote must be named in the notice. The notice shall specify the time, date, and location of the meeting at which the vote will occur. The agenda produced for that meeting must also state that there will be a vote to remove a director and the person who is the subject of the vote must be named in the agenda.

3.17 **No Compensation; Expense Reimbursement.** Members of the Board of Directors shall not receive compensation for serving in such office, although the School may reimburse any Board member for reasonable expenses incurred in connection with service on the Board as determined by the Board either by general policy or on specific matters from time to time.

3.18 **Standard of Conduct for Directors and Officers.** Each director and officer shall perform his or her duties, including, without limitation, his or her duties as a member of any committee of the Board, in good faith, in a manner the director or officer reasonably believes to be in the best interests of the School, and with the care an ordinarily prudent person in a like position would exercise under similar circumstances. In the performance of his or her duties, a director or officer shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by the persons designated below. However, a director or officer shall not be considered to be acting in good faith, if the director or officer has knowledge concerning the matter in question that would cause such reliance to be unwarranted. A director or officer shall not be liable to the School or its members for any action the director or officer takes or omits to take as a director or officer if, in connection with such action or omission, the director or officer performs their duties in compliance with this section. A director or officer, regardless of title, shall not be deemed to be a trustee with respect to the School or with respect to any property held or administered by the School including, without limitation, property that may be subject to restrictions imposed by the donor or transferor of such property.

The designated persons on whom a director or officer are entitled to rely are: (a) one or more officers or employees of the School whom the director or officer reasonably believes to be

reliable and competent in the matters presented; (b) legal counsel, a public accountant, or other person as to matters which the director or officer reasonably believes to be within such person's professional or expert competence; or (c) a committee of the Board of Directors on which the director or officer does not serve if the director reasonably believes the committee merits confidence.

ARTICLE 4

OFFICERS OF THE BOARD OF DIRECTORS

4.1 **Number and Qualifications.** The officers of the Board of Directors shall consist of the Chair, Vice-Chair, Secretary, and Treasurer. Any voting member of the Board shall be eligible to serve as an officer. A Board member may hold two, but no more than two, officer positions at one time.

4.2 **Selection and Term of Office.** The Board shall elect, by a simple majority of eligible voting members, its officers at the first regular public meeting of the fiscal year or from time to time as necessary. The first regular public meeting will usually occur in July. Officers of the Board shall serve for a term of one year and until their successors are elected or until their resignation, removal, or death.

4.3 **Vacancies.** An officer elected to fill a vacancy shall serve for the unexpired term of his or her predecessor in office.

4.4 **Chair.** The Chair shall preside at all meetings of the Board of Directors. The Chair may execute contracts when authorized by the Board. In general, the Chair shall perform all duties and may exercise all rights as are incident to the office of Chair of the Board of Directors and such other duties as may be prescribed by the Board or these Bylaws. The Chair shall be responsible for drafting the agenda, after consultation with the Executive Committee, and for sending out the Board packet, or ensuring that it is properly sent, prior to each meeting. The Chair should endeavor to send the Board packet at least seven days prior to any Board meeting so that the Board members have enough time to carefully review it prior to the meeting.

4.5 **Vice-Chair.** The Vice-Chair shall have all the powers and perform all the duties of the Chair in the absence of the Chair. The Vice-Chair shall perform such other duties as from time-to-time may be assigned to him by the Chair or by the Board of Directors.

4.6 **Secretary.** The Secretary shall be responsible for ensuring that (a) the minutes of the proceedings of the Board of Directors and all committees of the Board are properly kept; (b) all notices are duly given, and agendas properly posted, in accordance with the provisions of these Bylaws or as required by law; (c) the corporate records and the seal of the School, if any, are properly maintained; and (d) all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the Board of Directors are duly performed. Assistant secretaries, if any, shall have the same duties and powers, subject to supervision by the Secretary.

4.7 **Treasurer**. The Treasurer shall oversee the financial transactions and financial reports prepared for the Board and shall see that proper financial procedures are being followed as established by the Board.

4.8 **Executive Committee**. The Executive Committee shall consist of, at minimum, the Executive Director and the Chair and Vice-Chair of the Board. They shall meet at least once prior to each regular Board meeting to discuss School business and prepare for the upcoming Board meeting.

4.9 **Finance Committee**. The Finance Committee shall consist of, at minimum, the Executive Director, Business Manager, and Treasurer of the Board. They shall meet at least once prior to each regular Board meeting to discuss School finances and prepare the financial report for the upcoming Board meeting.

4.10 **Authority and Duties of Officers of the Board**. The officers of the Board of Directors shall have the authority to and shall exercise the powers and perform the duties specified herein and as may be additionally specified by the Board of Directors, except that in any event each officer shall exercise such powers and perform such duties as may be required by law. Nothing herein shall prohibit the delegation by an officer of any duty of that officer described, but no such delegation shall operate to relieve the delegating officer from any responsibility imposed by law or these Bylaws.

4.11 **Resignations and Removal**. Any officer may resign from an officer position at any time by giving written notice to the Chair or Secretary of the Board of Directors. Such resignation shall take effect at the time specified therein; and, unless otherwise stated therein, the acceptance of such resignation shall not be necessary to make it effective. Any officer may be removed from an officer position at any time, with or without cause, by an affirmative vote of a two-thirds majority of the Board whenever, in their judgment, the best interests of the School are served by the removal.

ARTICLE 5 EXECUTIVE LEADERSHIP OF THE SCHOOL

5.1 **Selection and Overview**. The Board of Directors shall select the Executive Director, who shall be the chief executive and administrator of the School and who shall have such duties as are prescribed herein or in any job description, or as determined by the Board of Directors. The Executive Director shall select the Business Manager, any assistant administrators, and all other employees of the School. The Board of Directors shall evaluate the performance of the Executive Director from time to time but not less frequently than once per year.

5.2 **Executive Director Responsibilities**. The Executive Director shall, subject to the direction and supervision of the Board of Directors, (a) be the chief executive officer of the School and have general and active control of its affairs and business and general supervision of its agents, employees, and volunteers; (b) see that all orders and resolutions of the Board of Directors are carried into effect; (c) perform all other duties incident to the office of Executive

Director and as from time to time may be assigned to the Executive Director by the Board of Directors; and (d) be primarily responsible for the School's educational program, including leading the community of learners which is the School. The Executive Director shall serve as an advisory, non-voting member of the Board of Directors. In addition, the Executive Director is charged with faithfully representing the issues and needs of the faculty and staff to the Board.

5.3 **Compensation.** The Board of Directors shall set the amount and type of compensation for the Executive Director. The Board may also set the compensation for all other employees as it sees fit, either by setting compensation ranges or schedules or by prescribing compensation directly, or it may delegate setting compensation entirely to the Executive Director.

5.4 **Removal.** The Executive Director may be removed by the Board of Directors whenever in its judgment the best interests of the School will be best served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

ARTICLE 6 INDEMNIFICATION

6.1 **Definitions.** For purposes of this Article 6, the following terms shall have the meanings set forth below:

(a) "School" means Thomas MacLaren State Charter School, a Colorado nonprofit corporation.

(b) The terms "director or officer" shall mean those positions described herein as a member of the Board of Directors and officer serving on the Board of Directors.

(c) "Expenses" means the actual and reasonable expenses, including attorneys' fees, incurred by a party in connection with a proceeding.

(d) "Liability" means the obligation to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to a private corporation or an employee benefit plan) or expense incurred with respect to a proceeding.

(e) "Official capacity" when used with respect to a director of the School means the office of director in the School, and when used with respect to a person in a capacity other than as a director (even if such person is also a director) means the office in the School held by the officer or the employment relationship undertaken by the employee on behalf of the School in the performance of his or her duties in his or her capacity as such officer or employee. "Official capacity" does not include service for any other foreign or domestic corporation or for any partnership, joint venture, trust, other enterprise or employee benefit plan when acting directly on behalf of such other corporation, partnership, joint venture, trust, enterprise or plan as a director, officer, employee, fiduciary or agent thereof.

(f) “Party” means any person who was, is, or is threatened to be made, a named defendant or respondent in a proceeding by reason of the fact that such person is or was a director, officer or employee of the School, and any person who, while a director, officer or employee of the School, is or was serving at the request of the School as a director, officer, employee, fiduciary or agent of any other foreign or domestic corporation or of any partnership, joint venture, trust, other enterprise or employee benefit plan. A party shall be considered to be serving an employee benefit plan at the School’s request if such party’s duties to the School also impose duties on or otherwise involve services by such party to the plan or to participants in or beneficiaries of the plan.

(g) “Proceeding” means any threatened, pending or completed action, suit or proceeding, or any appeal therein, whether civil, criminal, administrative, arbitral or investigative (including an action by the School) and whether formal or informal.

6.2 Right to Indemnification.

6.2.1 **Standards of Conduct.** Except as provided in Section 6.2.4 below, the School shall indemnify any party to a proceeding against liability incurred in or as a result of the proceeding if: (a) such party conducted himself or herself in good faith; (b) such party reasonably believed (i) in the case of a director acting in his or her official capacity, that his or her conduct was in the School’s best interests, or (ii) in all other cases, that such party’s conduct was at least not opposed to the School’s best interests; and (c) in the case of any criminal proceeding, such party had no reasonable cause to believe his or her conduct was unlawful. For purposes of determining the applicable standard of conduct under this Section 6.2, any party acting in his or her official capacity who is also a director of the School shall be held to the standard of conduct set forth in Section 6.2.1(b)(i), even if such party is sued solely in a capacity other than as such director.

6.2.2 **Employee Benefit Plans.** A party’s conduct with respect to an employee benefit plan for a purpose such party reasonably believed to be in the interests of the participants in or beneficiaries of the plan is conduct that satisfies the requirements of Section 6.2.1(b)(ii). A party’s conduct with respect to an employee benefit plan for a purpose that such party did not reasonably believe to be in the interests of the participants in or beneficiaries of the plan shall be deemed not to satisfy the requirements of Section 6.2.1(a).

6.2.3 **Settlement.** The termination of any proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, is not of itself determinative that the party did not meet the applicable standard of conduct set forth in Section 6.2.1.

6.2.4 **Indemnification Prohibited.** Except as hereinafter set forth in this Section 6.2.4, the School may not indemnify a party under this Section 6.2 either (a) in connection with a proceeding by the School in which the party is or has been adjudged liable for

gross negligence or willful misconduct in the performance of the party's duty to the School; or (b) in connection with any proceeding charging improper personal benefit to the party, whether or not involving action in the party's official capacity, in which the party was adjudged liable on the basis that personal benefit was improperly received by the party (even if the School was not thereby damaged). Notwithstanding the foregoing, the School shall indemnify any such party if and to the extent required by the court conducting the proceeding, or any other court of competent jurisdiction to which the party has applied, if it is determined by such court, upon application by the party, that despite the adjudication of liability in the circumstances in clauses (a) and (b) of this Section 6.2.4 or whether or not the party met the applicable standard of conduct set forth in Section 6.2.1, and in view of all relevant circumstances, the party is fairly and reasonably entitled to indemnification for such expenses as the court deems proper in accordance with the Colorado Nonprofit Corporation Code.

6.2.5 **Claims by School.** Indemnification permitted under this Section 6.2 in connection with a proceeding by the School shall be limited to expenses incurred in connection with the proceeding.

6.2.6 **Combined Proceedings.** If any claim made by the School against a party is joined with any other claim against such party in a single proceeding, the claim by the School (and all expenses related thereto) shall nevertheless be deemed the subject of a separate and distinct proceeding for purposes of this Article 6.

6.3 **Prior Authorization Required.** Any indemnification under Section 6.2 (unless ordered by a court) shall be made by the School only if authorized in the specific case after a determination has been made that the party is eligible for indemnification in the circumstances because the party has met the applicable standard of conduct set forth in Section 6.2.1 and after an evaluation has been made as to the reasonableness of the expenses. Any such determination, evaluation and authorization shall be made by the Board of Directors by a majority vote of a quorum of such Board, which quorum shall consist of directors not parties to the subject proceeding, or by such other person or body as permitted by law.

6.4 **Success on Merits or Otherwise.** Notwithstanding any other provision of this Article 6, the School shall indemnify a party to the extent such party has been successful, on the merits or otherwise, including, without limitation, dismissal without prejudice or settlement without admission of liability, in defense of any proceeding to which the party was a party against expenses incurred by such party in connection therewith.

6.5 **Advancement of Expenses.** The School shall pay for or reimburse the expenses, or a portion thereof, incurred by a party in advance of the final disposition of the proceeding if: (a) the party furnishes the School a written affirmation of such party's good-faith belief that he or she has met the standard of conduct described in Section 6.2.1(a); (b) the party furnishes the School a written undertaking, executed personally or on behalf of such party, to repay the advance if it is ultimately determined that the party did not meet such standard of conduct; and (c) authorization of payment and a determination that the facts then known to those making the determination would not preclude indemnification under this Article 6 have been made in the manner provided in Section 6.3. The undertaking required by clause (b) must be an unlimited

general obligation of the party, but need not be secured and may be accepted without reference to financial ability to make repayment.

6.6 **Payment Procedures.** The School shall promptly act upon any request for indemnification, which request must be in writing and accompanied by the order of court or other reasonably satisfactory evidence documenting disposition of the proceeding in the case of indemnification under Section 6.4 and by the written affirmation and undertaking to repay as required by Section 6.5 in the case of indemnification under such section. The right to indemnification and advances granted by this Article 6 shall be enforceable in any court of competent jurisdiction if the School denies the claim, in whole or in part, or if no disposition of such claim is made within ninety (90) days after written request for indemnification is made. A party's expenses incurred in connection with successfully establishing such party's right to indemnification, in whole or in part, in any such proceeding shall also be paid by the School.

6.7 **Insurance.** By action of the Board of Directors, notwithstanding any interest of the directors, the School may purchase and maintain insurance in such amounts as the Board of Directors deems appropriate to protect itself and any person who is or was a director, officer, employee, fiduciary or agent of the School, or who, while a director, officer, employee, fiduciary or agent of the School, is or was serving at the request of the School as a director, officer, employee, fiduciary or agent of any other foreign or domestic corporation or of any partnership, joint venture, trust, other enterprise or employee benefit plan against any liability asserted against or incurred by such person in any such capacity or arising out of such person's status as such, whether or not the School would have the power to indemnify such person against such liability under applicable provisions of law or this Article 6. Any such insurance may be procured from any insurance company designated by the Board of Directors, whether such insurance company is formed under the laws of Colorado or any other jurisdiction, including any insurance company in which the School has an equity or any other interest, through stock ownership or otherwise. The School may create a trust fund, grant a security interest or use other means (including, without limitation, a letter of credit) to ensure the payment of such sums as may become necessary to effect indemnification as provided herein.

6.8 **Right to Impose Conditions to Indemnification.** The School shall have the right to impose, as conditions to any indemnification provided or permitted in this Article 6, such reasonable requirements and conditions as may appear appropriate to the Board of Directors in each specific case and circumstances, including, but not limited to, any one or more of the following: (a) that any counsel representing the party to be indemnified in connection with the defense or settlement of any proceeding shall be counsel mutually agreeable to the party and to the School; (b) that the School shall have the right, at its option, to assume and control the defense or settlement of any claim or proceeding made, initiated or threatened against the party to be indemnified; and (c) that the School shall be subrogated, to the extent of any payments made by way of indemnification, to all of the indemnified party's right of recovery, and that the party to be indemnified shall execute all writings and do everything necessary to assure such rights of subrogation to the School.

6.9 **Other Rights and Remedies.** Except as limited by law, the indemnification provided by this Article 6 shall be in addition to any other rights which a party may have or hereafter acquire under any law, provision of the Articles of Incorporation, any other or further provision of these Bylaws, vote of the Board of Directors, agreement, or otherwise.

6.10 **Applicability; Effect.** The indemnification provided in this Article 6 shall be applicable to acts or omissions that occurred prior to the adoption of this Article 6, shall continue as to any party entitled to indemnification under this Article 6 who has ceased to be a director, officer or employee of the School or, at the request of the School, was serving as and has since ceased to be a director, officer, employee, fiduciary or agent of any other domestic or foreign corporation, or of any partnership, joint venture, trust, other enterprise or employee benefit plan, and shall inure to the benefit of the estate and personal representatives of each such person. The repeal or amendment of this Article 6 or of any section or provision hereof that would have the effect of limiting, qualifying or restricting any of the powers or rights of indemnification provided or permitted in this Article 6 shall not, solely by reason of such repeal or amendment, eliminate, restrict or otherwise affect the right or power of the School to indemnify any person, or affect any right of indemnification of such person, with respect to any acts or omissions that occurred prior to such repeal or amendment. All rights to indemnification under this Article 6 shall be deemed to be provided by a contract between the School and each party covered hereby.

6.11 **Indemnification of Agents.** The School shall have the right, but shall not be obligated, to indemnify any agent of the School not otherwise covered by this Article 6 to the fullest extent permissible by the laws of Colorado. Unless otherwise provided in any separate indemnification arrangement, any such indemnification shall be made only as authorized in the specific case in the manner provided in Section 6.3.

6.12 **Savings Clause; Limitation.** If this Article 6 or any section or provision hereof shall be invalidated by any court on any ground, then the School shall nevertheless indemnify each party otherwise entitled to indemnification hereunder to the fullest extent permitted by law or any applicable provision of this Article 6 that shall not have been invalidated. Notwithstanding any other provision of these Bylaws, the School shall neither indemnify any person nor purchase any insurance in any manner or to any extent that would jeopardize or be inconsistent with the qualification of the School as an organization described in Section 501(c)(3) of the Internal Revenue Code, or that would result in the imposition of any liability under Section 4941 of the Internal Revenue Code.

6.13 **Surety Bonds.** The Board of Directors shall not be required to, but may as appropriate, require any officer or agent of the School to execute to the School a bond in such sums and with such sureties as shall be satisfactory to the Board, conditioned upon the faithful performance of such person's duties and for the restoration to the School of all books, papers, vouchers, money and other property of whatever kind in such person's possession or under such person's control belonging to the School.

ARTICLE 7 PURPOSE, RESTRICTIONS

7.1 **General.** The purposes of the School are those set forth in the Articles of Incorporation, subject to restrictions set forth in such Articles of Incorporation, restrictions on amendment as set forth in the Articles of Incorporation, and in restrictions on amendment set forth in these Bylaws pursuant to the authority set forth in the Articles of Incorporation.

7.2 **Contributions, Special Funds.** The School may accept contributions, grants, bequests or devises designated to and consistent with its purposes. The designation of funds shall not, however, restrict the School's ownership, dominion and control of the designated funds in any manner which is inconsistent with the School's duties and powers as an organization described in Section 501(c)(3) of the Code.

7.3 **Primary Purpose.** The School's first and primary purpose is to organize and operate a public charter school to educate students in grades K-12 using a classical, core curriculum as described in all charter applications by the School and implemented in conjunction with Academy Project. This Section 7.3 of the Bylaws shall not be amended without the unanimous vote of the Board of Directors.

ARTICLE 8 MISCELLANEOUS

8.1 **Account Books, Minutes, Etc.** The School shall keep correct and complete books and records of account and shall keep minutes of the proceedings of its Board of Directors and committees. All books and records of the School may be inspected by any director or by the authorized agent or attorney of any such person, for any proper purpose at any reasonable time.

8.2 **Public Accountability.** The School shall provide for all financial reports necessary or desirable for a charitable organization exempt from tax under Section 501(c)(3) of the Code. The School may provide for an annual independent audit or review of its financial affairs. The School shall publish and make available to the general public all tax applications and returns as appropriate for a charitable organization exempt from tax under Section 501(c)(3) of the Code. The School shall publish its financial documents as required by law.

8.3 **Fiscal Year.** The fiscal year of the School shall begin July 1 and end June 30. The Board of Directors may change the fiscal year from time to time as necessary.

8.4 **Conveyances and Encumbrances.** Property of the School may be assigned, conveyed or encumbered by such officers of the School as may be authorized to do so by the Board of Directors, and such authorized persons shall have power to execute and deliver any and all instruments of assignment, conveyance and encumbrance; however, the sale, exchange, lease or other disposition of all or substantially all of the property and assets of the School shall be authorized only at a properly called and noticed meeting of the Board of Directors at which all currently serving directors are present and only after an affirmative vote of 75% of the directors.

8.5 Conflicts of Interest.

8.5.1 From time to time potential conflicts of interest or the appearance of such conflicts will inevitably arise. It is the policy of the School to deal with such conflicts in as open and appropriate way as possible.

8.5.2 Annually, each member of the Board of Directors shall review the School's conflict of interest policy and sign an acknowledgement that he or she has done so.

8.5.3 If any person who is a director, officer, executive, or administrator of the School is aware that the School is about to make a grant to or otherwise enter into any transaction directly or indirectly with such person, any member of that person's family, or any entity in which that person has any legal, equitable or fiduciary interest or position, including, without limitation, as a director, officer, shareholder, partner, beneficiary or trustee, such person shall: (a) promptly inform those charged with approving the transaction on behalf of the School of such person's interest or position; (b) disclose any material facts within such person's knowledge that bear on the advisability of such transaction from the standpoint of the School; (c) thereafter recuse him- or herself from further deliberations; and (d) not be entitled to vote on the decision to enter into such transaction. If such person's recusal destroys quorum, then the Board may not act upon that topic at that time.

8.5.4 If a majority of the remaining members of the Board believe a director has a conflict of interest, then the Board (after a proper vote in which the potentially-conflicted director may participate in the discussion but not the vote) may require the potentially-conflicted director to be recused from any decision on the topic at issue.

8.5.5 In the event the School awards any grant or otherwise enters into any transaction that involves any actual or potential conflict of interest, the fact of the conflict and of compliance by all parties with the requirements of Section 8.5.2 shall be recorded in the minutes of the proceedings approving such grant or other transaction.

8.5.6 The directors, officers, employees, and agents of the School shall also faithfully observe and comply with any other policies or procedures adopted by the School from time to time to assure that conflicts of interests and any other matters bearing on the proper and ethical conduct of corporate affairs are appropriately and effectively monitored, disclosed and dealt with in furtherance of the best interests of the School.

8.6 **Loans to Directors and Officers Prohibited.** No loans shall be made by the School to its directors, officers, or employees (regardless whether the employee is an administrator or a member of the faculty or staff of the School). Any director, officer, or employee who assents to or participates in the making of any such loan shall be liable to the School for the amount of such loan until it is repaid.

8.7 **References to Internal Revenue Code.** All references in these Bylaws to provisions of the Internal Revenue Code are to the provisions of the Internal Revenue Code of 1986, as amended, and to the corresponding provisions of any subsequent federal tax laws.

8.8 **Amendments**. The power to alter, amend or repeal these Bylaws and adopt new Bylaws shall be vested in the Board of Directors; provided, however, that no alteration, amendment or repeal shall become effective in contravention of the Colorado Nonprofit Corporation Law or without any review or filing which may from time to time be required thereunder. Amendments with respect to the purposes of the School shall be subject to the restrictions set forth in Section 7.3 of these Bylaws.

8.9 **Severability**. The invalidity of any provision of these Bylaws shall not affect the other provisions hereof, and in such event these Bylaws shall be construed in all respects as if such invalid provision were omitted.

CERTIFICATE

The undersigned Chair of **Thomas MacLaren State Charter School** hereby certifies that the foregoing is a true and correct copy of the revised Bylaws of the School, duly adopted by the Board of Directors and in full force and effect.

Dated: January 25, 2018

SAM EDWARDS, Chair of Board of Directors

EXHIBIT C: REQUESTED WAIVERS

Contact Information	
School Name:	Thomas MacLaren State Charter School
School Address (mailing):	1702 North Murray Boulevard, Colorado Springs, CO 80915
Charter School Waiver Contact Name:	Mary Faith Hall
Charter School Waiver Contact Phone Number:	719.313.4490
Charter School Waiver Contact Email:	mfhall@maclarenschool.org
Charter School Institute Waiver Contact Name:	Trish Krajniak
Charter School Institute Waiver Contact Phone Number:	303-866-6960
Charter School Institute Waiver Contact Email:	trishkrajniak@csi.state.co.us

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

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan	
C.R.S. § 22-9-106	Local Board of Education-Duties-Performance Evaluation System;
C.R.S. § 22-2-112(1)(q)(l)	Commissioner-Duties

<p>Rationale: The school and its Executive Director or designee must have the ability to perform the evaluation of all personnel. Should any other designated administrator not have a Type D certificate, this should not preclude him or her from administering the evaluations under the direction of the Executive Director. The Board of Directors must also have the ability to perform the evaluation for the school leader. Additionally, the school should not be required to report its teacher evaluation ratings as a part of the commissioner's report as required by C.R.S. § 22-2-112(1)(q)(l), but will still report on in-field/out-of-field.</p>
<p>Replacement Plan: Instead, the school will use its own evaluation system as agreed to in the charter contract with the Charter School Institute ("CSI"). The school's evaluation system will continue to meet the intent of the law as outlined in statute. Staff will be trained in this evaluation system and the methods used for the school's evaluation system will include quality standards that are clear and relevant to the administrators' and teachers' roles and responsibilities, have the goal of improving student academic growth, and meet the intent of the quality standards established in C.R.S. §§ 22-9-101 <i>et seq.</i> The school will not be required to report its teacher evaluation data through the TSDL collection; however, teacher performance data will be reviewed by the school and used to inform hiring practices and professional development. Core course level participation will continue to be reported pursuant to C.R.S. § 22-11-503.5, as this is a non-waivable statute.</p>
<p>Duration of Waivers: The waiver will extend for the duration of the contract.</p>
<p>Financial Impact: The school anticipates that the requested waivers will have no financial impact on the CSI or the school.</p>
<p>How the Impact of the Waivers Will be Evaluated: Since teacher performance has a critical impact on the performance of the entire school, the impact of this waiver will be measured by the same performance criteria and assessments that apply to the school, as set forth in the charter contract.</p>
<p>Expected Outcome: If granted, the waiver will enable the school to implement its program and evaluate its teachers in accordance with its Performance Appraisal System, which is designed to produce greater accountability and be consistent with the school's goals and objectives. This will benefit staff members as well as students and the community.</p>

<p>Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan</p>
<p>C.R.S. § 22-32-109(1)(n)(I) Board of Education-Specific Duties School Calendar</p>
<p>C.R.S. § 22-32-109(1)(n)(II)(B) Board of Education-Specific Duties Adoption of District Calendar</p>
<p>C.R.S. § 22-32-109(1)(n)(II)(A) Board of Education – Teacher Pupil Contact Hours</p>
<p>Rationale: The school year at MacLaren School will total approximately 165 days per year, which exceeds the current contact hour requirement in state statute. The school will always meet at least the minimum required time as directed by CDE for corresponding grade levels.</p>
<p>Replacement Plan: The school will prescribe the actual details of its own school calendar to best meet the needs of its students. As such, the school will have a calendar that may differ from the rest of the schools within the District. The final calendar and the school's daily schedule will be designed by the School's Board of Directors and will meet or exceed the requirements in state statute. To the extent possible, the school will endeavor to develop a calendar that aligns with the District calendar. In accordance with Charter School Institute policy, the school will submit its calendar annually to the Institute for review and will not make any material modifications to the calendar without prior approval by the Institute. To the extent practicable, modifications will be requested at least 60 days prior to the proposed date of change</p>
<p>Duration of Waivers: The waiver will extend for the duration of the contract.</p>

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the CSI or the school.
How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the same performance criteria and assessments that apply to the school, as set forth in the charter contract.
Expected Outcome: As a result of this waiver, the school will be able to operate in accordance with its own schedule, designed to meet the needs of its community and educational program, which is vital to the success of its program.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
C.R.S. § 22-63-201 Employment Certificate required
Rationale: The school must be granted the authority to hire teachers and administrators that will support the school's goals and objectives. The 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.
Replacement Plan: The school will seek to attract administrators 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 the school will be employed on an at-will basis. All employees of the school will meet applicable fingerprinting and background check requirements. Core instructional staff (K-6 th grade teachers, 7-12 th grade English, Social Studies, Math, and Science teachers) will meet, within the first two years of employment, the guidelines set forth in the Colorado state ESSA plan, specifically (1) holding at least a BA or higher in the relevant subject area; (2) completing 36 semester credit hours in the subject matter in which s/he teaches; or (3) passing a State Board approved content exam in the relevant subject area. Special Education Teachers will hold the requisite state license and endorsement. All employees of the school will report the number of in-field/out-of-field teacher designations, years of experience of teachers, and effectiveness ratings (unless waived) or any other requirements promulgated by CDE.
Duration of Waivers: The waiver will extend for the duration of the contract.
Financial Impact: The school anticipates that the requested waivers will have no financial impact on the CSI or the school.
How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the same performance criteria and assessments that apply to the school, as set forth in the Charter Agreement.
Expected Outcome: As a result of this waiver, the school will be able to operate in accordance with its own program and hire teachers that best fit the school's design, which is vital to the success of its program.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
C.R.S. § 22-63-202 Teacher employment, contracts in writing-duration-damage provision
C.R.S. § 22-63-203 Probationary Teachers-renewal and non-renewal of employment contract
C.R.S. § 22-63-203.5 Nonprobationary portability
C.R.S. § 22-63-205 Exchange of teachers - exchange educator interim authorization
C.R.S. § 22-63-206 Transfer of teachers

Rationale: In order to manage its own personnel, the school must be granted the authority to select its own teaching staff, 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. No other school nor the District should have the authority to transfer its teachers into the School or transfer teachers from the school to any other schools.
Replacement Plan: All employees of the School will be employed on an at-will basis. The School 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. 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. The School will hire teachers on a best-qualified basis. There is no provision for transfers.
Duration of Waivers: The waiver will extend for the duration of the contract.
Financial Impact: The school anticipates that the requested waivers will have no financial impact on the CSI or the school.
How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the same performance criteria and assessments that apply to the school, as set forth in the Charter Agreement.
Expected Outcome: The school expects that, as a result of this waiver, it will be able to manage its own personnel affairs.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
C.R.S. § 22-32-109(1)(b) Local board duties concerning competitive bidding
C.R.S. § 22-32-110(1)(y) Local board powers-Accepting gifts, donations, and grants
Rationale: In order to manage its own budget and finances, the school must be granted the authority to develop its own financial policies and practices.
Replacement Plan: The School, rather than the CSI, will be responsible for determining whether or not to accept gifts, donations and grants. The School will ensure the process is an open process in compliance with all applicable rules and regulations. Additionally, the School, rather than the CSI, is in the best position to know what goods and services are needed and which vendors and providers may be available. The School will be responsible for establishing procedures for competitive bidding, as required by applicable law, and for selecting successful bidders on projects/contracts. The School will ensure the process is open, transparent, and in compliance with all applicable rules and regulations.
Duration of Waivers: The waiver will extend for the duration of the contract.
Financial Impact: The school anticipates that the requested waivers will have no financial impact on the CSI or the school.
How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the same performance criteria and assessments that apply to the school, as set forth in the charter contract.
Expected Outcome: The school expects that, as a result of this waiver, it will be able to manage its own financial affairs.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
C.R.S. § 22-33-105(7)(b) Suspension, expulsion, and denial of admission

Rationale: As a CSI charter school, the School must have the ability to determine procedures for suspension, expulsion, and denial of admission in accordance with state law and to hear the appeal of any such decisions.
Replacement Plan: The charter contract delegates the authority to suspend, expel, and deny admission to students to the school administration, which is consistent with state law; however, as opposed to CSI carrying out the functions of a school district and its board, the governing board of the School will carry out those functions. To ensure that the School is meeting the intent of the law, the School will involve its legal counsel and CSI in any appeals to the governing board to ensure that students are being afforded appropriate due process. The School will develop a policy for carrying out the requirements of C.R.S. § 22-33-105 for review and approval by CSI. In addition, the School will report expulsion data pursuant to C.R.S. § 22-33-105(2.5).
Duration of Waivers: The waiver will extend for the duration of the contract.
Financial Impact: The School anticipates that the requested Waiver will have minimal financial impact on the School and no financial impact on CSI.
How the Impact of the Waivers Will be Evaluated: The School will be required to record all data involving suspensions and expulsions with access for review by both CSI and the School's governing board. In addition, the School's governing board will develop its policies and procedures for suspensions, expulsions, and denial of admission for review and approval by CSI.
Expected Outcome: The outcome will be a fair and supportive process for the School to make appropriate determinations regarding suspensions, expulsions, and denial of admissions at the local level, with administrative oversight by CSI.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
C.R.S. § 22-7-1014(2)(a). Preschool individualized readiness plans - school readiness – assessments.
<p>Rationale: Within the first 60 calendar days of the school year, Thomas MacLaren School will be responsible for proper assessment of the readiness of all incoming kindergarten students in the following domains:</p> <ul style="list-style-type: none"> • Physical well-being and motor development • Social and emotional development • Language and comprehension development • Cognition • General knowledge – math • General knowledge – literacy <p>The assessment will be research-based, valid, and reliable, and will be used to develop individualized plans for meeting the needs of those incoming students in a manner that is consistent with its overall principles, curriculum, and educational goals.</p>
Replacement Plan: Thomas MacLaren School's kindergarten classes use the Core Knowledge curriculum, which is meets or exceeds the Colorado Academic Standards. This

curriculum is implemented, assessed, and monitored in a manner that is research-based, valid, and reliable, as described below. The school will develop individualized readiness plans informed by the school readiness assessment data for all kindergarten students.

1. PHYSICAL WELL-BEING AND MOTOR DEVELOPMENT

- **Physical Education.** Students participate daily in a research-based Physical Education class. This class implements the SPARK curriculum, which has been honored as “exemplary” by the U.S. Department of Education, and which emphasizes a high level of activity and gross motor skill development, including running, balancing, kicking, throwing, and strength development.
- **Kodály music.** Students participate daily in a research-based Kodály-method music class. This class implements the Kodály concept, a music pedagogy listed as a UNESCO “Intangible Cultural Heritage,” key elements of which are rhythm, dance, and movement.
- **Core Knowledge Studio Art.** Students participate twice weekly in a Studio Art class that draws on the principles delineated in the Core Knowledge Sequence. This class develops students’ fine motor skills through regular drawing and painting.
- **Handwriting.** Students participate in daily handwriting exercises that develop fine motor skills and correct letter and number formation.
- **Physical well-being and motor assessment.** Within the first 60 calendar days of the school year, students are assessed on their progress in the Kodály music program, the P.E. curriculum, the Studio Art program, and handwriting skills. All assessments are reflected in quarterly checklist evaluations and in lengthy narrative evaluations each semester.

2. SOCIAL AND EMOTIONAL DEVELOPMENT

- **Love & Logic.** Positive student behavior is encouraged daily through implementation of the research-based Love & Logic program. Through this program, students grow in their ability to regulate their own emotions and behaviors and are better able to interact positively with peers and adults.
- **School culture.** Students are immersed daily in a well-established school culture that explicitly prioritizes (per the Student Handbook) “kindness, friendliness, and peace.” In this school culture, students and adults form warm, productive relationships, and students learn to build healthy friendships with their peers.
- **Classroom culture.** Students are immersed daily in a classroom culture that provides daily instruction in cooperation, participation, taking turns, and problem-solving.
- **Culture of leisure and play.** Students are afforded daily supervised play time in P.E. and recess, as well as in-class leisure time. This provides frequent opportunities for students to grow in healthy and productive social skills under the guidance of trained adults.
- **Social and emotional assessment.** Within the first 60 calendar days of the school year, students are assessed on their social-emotional development. Assessments are reflected in quarterly checklist evaluations and in lengthy narrative evaluations each semester.

3. LANGUAGE AND COMPREHENSION DEVELOPMENT

- **Culture of reading.** Students participate daily in a culture of reading that includes daily read-alouds of increasingly rich and complex texts, as well as Core Knowledge science, history, and geography curricula that emphasizes building domain-specific vocabulary.
- **Grammar.** Students learn to speak grammatical English in the research-based Institute for Excellence in Writing program.

- **School culture.** Students participate daily in a school culture that eschews reference to popular culture and instead helps students develop basic ordered knowledge in a context of academic rigor and wonder.
- **Playground and Physical Education.** All students participate in daily P.E. and have two recesses daily. This affords ample time for students to practice nonverbal collaboration and negotiation in a safe, adult-directed environment.
- **Classroom culture.** Students participate daily in a classroom culture that emphasizes conversation skills, correct grammar and usage, and respectful dialogue
- **Language and comprehension assessment.** Within the first 60 calendar days of the school year, students are assessed on their language development. Their ability to speak clearly and correctly about a text are evaluated daily in discussions of fiction and nonfiction. Their comprehension and direction-following skills are evaluated daily in the classroom. All assessments are reflected in quarterly checklist evaluations and in lengthy narrative evaluations each semester.

4. COGNITION

- **School culture.** Students are immersed daily in a school culture that emphasizes learning for its own sake (rather than for a grade, for example). This school culture has resulted in a student body that collectively demonstrates positive approaches to learning, motivation, engagement, all evidenced by an extensive record of academic achievement.
- **Culture of leisure and play.** Students are afforded daily supervised play time in P.E. and recess, as well as in-class leisure time. This provides frequent opportunities for students to engage in dramatic play, to explore and imagine and invent.
- **Core Knowledge science.** Students are regularly instructed in classification skills in the context of science class, specifically: classifying plants and animals, the parts of the human body, and types of weather.
- **Core Knowledge Studio Art.** Students are regularly instructed in symbolic and imagistic representation in Studio Art.
- **Singapore Math.** Students have rigorous Singapore Math daily. This curriculum specifically teaches students to identify all possible strategies for solving a given problem.
- **Cognition assessment.** Within the first 60 calendar days of the school year, students are assessed on their cognitive development. Assessments are reflected in quarterly checklist evaluations and in lengthy narrative evaluations each semester.

5. GENERAL KNOWLEDGE – MATH

- **Culture of mathematics.** Students are instructed daily in the Singapore math curriculum. This research-based curriculum is widely recognized for its success in teaching students number concepts and operations, spatial relationships, measurement, and patterns.
- **General knowledge - math assessment.** Within the first 60 calendar days of the school year, students are assessed on their mathematics development, with the first administration taking place within the first 60 days of the year. NWEA MAP tests are administered in mathematics two to three times each year. Students are assessed regularly on their progress in Singapore math.

6. GENERAL KNOWLEDGE – LITERACY

- **Reading Horizons.** Students are instructed daily in the Reading Horizons Discovery curriculum, which affords students explicit and systematic phonics instruction based on Orton-Gillingham principles.

- **IEW.** Students are instructed daily in phonological awareness, knowledge of the alphabet, print concepts, retelling stories, emergent reading skills, and emergent writing skills with the research-based Institute for Excellence in Writing curriculum.
- **Culture of reading.** Students are immersed daily in a culture of reading in which they experience daily read-alouds, listening and speaking skills, and building knowledge and vocabulary.
- **General knowledge – literacy assessment.** Within the first 60 calendar days of the school year, students are assessed on their literacy development. DIBELS Next and NWEA MAP reading tests are administered two to three times each year, with the first administration taking place within the first 60 days of the year. Students failing to make benchmark are assessed every two to three weeks thereafter with the Aimsweb progress monitoring assessment. Students identified as having a Significant Reading Deficiency are placed on a READ plan and receive literacy remediation instruction. Assessments are reflected in quarterly checklist evaluations and in lengthy narrative evaluations each semester.

Any student not making adequate growth in any of the above domains is put on an Academic Plan and enters the Multi-Tiered System of Support process. Academic Plans and MTSS chart a clear and achievable course to proficiency in each domain. These plans will not be used to deny a student admission or progression to first grade.

Thomas MacLaren will keep trend information on file that can be used to inform a continuous improvement process for the school as it relates to supporting students with school readiness success.

Duration of Waivers: The waiver will extend for the duration of the contract with CSI.

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

How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to the school, as set forth in the charter contract.

Expected Outcome: If granted, the waiver will enable Thomas MacLaren School to instruct, assess, and monitor incoming students in a manner that is consistent with its overall principles, curriculum, and educational goals in order to ensure school readiness and student success in all domain areas.

EXHIBIT D: MILESTONES

Condition #1: Submit confirmation of waivers for inclusion in contract exhibits. Note: Please review the current list of automatic waivers as they have likely changed since the time of the current contract (<https://www.cde.state.co.us/cdechart/waivers>). Due January 18, 2019.

Milestone #1: Remediate the deficiencies in the Financial Policies and Procedures identified in the renewal report and resubmit. Due March 1, 2019.

EXHIBIT E: ENROLLMENT PROCEDURES



SY18-19.4 Lower School Enrollment Policy (K-5) **APPROVED October 1, 2018**

Thomas MacLaren School will recruit students in a manner that ensures equal access to the school and does not discriminate against students of a particular race, color, national origin, religion, sex, or other legally protected classes. With a variety of physical media and radio advertisements, and by ensuring the presence of one or more Spanish-language speakers on staff, the school will reach out to target a diverse array of audiences and overcome language barriers. Furthermore, MacLaren's Enrollment Policy, as defined below, is designed to meet the requirements of Colorado Revised Statute 22-30.5-507 (3), ensure equal access to the school, and serve at-risk students (defined as those eligible for free and reduced price lunch).

Admission to Thomas MacLaren School will be granted through a lottery process. In order to be eligible for the lottery, interested parents/guardians must complete a Letter of Intent and comply with all of the admission deadlines specified in the Enrollment Calendar, found on the school website.

Thomas MacLaren School's Board of Directors has approved a lottery process designed to help us achieve our goal of serving 40% low-income students, as also set forth in our founding documents. MacLaren's lottery will be held annually on January 31 (unless this date falls on a weekend, in which case it would be on the Friday preceding January 31). The Lower School lottery will begin with the Kindergarten class. Families will be notified of lottery results shortly after the lottery run. Families have 48 hours to accept or decline the place offered to their child, after which time MacLaren will move down the wait list.

1. Each section is capped at 18 students in each of two sections of free half-day Kindergarten and one section of full-day Kindergarten, for which parents will pay a monthly fee. This monthly fee is determined on a sliding scale based on the student's FRL status. (See the Student Fee Policy; Kindergarten fees are voluntary, not mandatory, as defined by C.R.S. 22-32-117.) Each section is capped at 27 in grades 1-5. Should waitlist allow it, we will enroll two sections per grade. Should the waitlist and the facility allow it, we will enroll three sections of 5th grade.
2. Priority enrollment (Category 1) will be given to siblings of currently enrolled MacLaren students, and children of part-time or full-time employees.
 - a. Children of staff will enter a lottery if staff children would fill more than 20% of a section. If a staff child does not make this lottery, he or she can enter the general weighted lottery as described below.
3. Priority enrollment (Category 2): The Board of Directors' Strategic Plan articulates a longstanding goal of increasing the school's population of students eligible for free or reduced price lunch (FRL) to at least 40% of total enrollment. Historically, we have not been able to meet this target, so if sections remain unfilled after all Priority Enrollment slots are filled, a weighted lottery will be held for each grade. This lottery will weight FRL students at 5:1 relative to non-FRL students.
4. On the day of the lottery, once all slots are filled, the lottery process will continue to establish the place of remaining students on a waiting list, according to the preferences above:

- a. Any siblings of students who were offered a spot during the lottery will receive preference on the waitlist; this preference ends if a sibling withdraws.
 - b. Lottery for remaining spots will fill out the waitlist.
5. After the day of the lottery, the waitlist will be adjusted to continue to give siblings preference.
6. Special Education Enrollment: Thomas MacLaren School seeks to provide an excellent education to a diverse body of students, and seeks to honor the letter and the spirit of the Individuals with Disabilities Education Act (IDEA) by offering a Free Appropriate Public Education to students in our community. The Letter of Intent does not solicit information about a student's Special Education status.
7. The lottery will be conducted by means of PowerSchool Registration, an online system designed to streamline the enrollment process for parents.

MacLaren has the right to continue to accept students up to Student Count day (usually October 1 of each year). While quite rare, MacLaren reserves the right to accept students after this date. Students who applied for enrollment and were placed on a waiting list, must re-apply the following year; Letters of Intent do not carry over from year to year.



SY18-19.3 Upper School Enrollment Policy (6-12)
APPROVED September 27, 2018

Thomas MacLaren School will recruit students in a manner that ensures equal access to the school and does not discriminate against students of a particular race, color, national origin, religion, sex, or other legally protected classes. Furthermore, MacLaren's Enrollment Policy, as defined below, is designed to meet the requirements of Colorado Revised Statute 22-30.5-507 (3), ensure equal access to the school, and serve at-risk students (defined as those eligible for free and reduced price lunch).

Admission to Thomas MacLaren School will be granted through a lottery process. In order to be eligible for the lottery, interested parents/guardians must complete a Letter of Intent and comply with all of the admission deadlines specified in the Enrollment Calendar, found on the school website.

Thomas MacLaren School's Board of Directors has approved a lottery process designed to ensure single-gender classes, as set forth in our charter application. The lottery process also serves to help us achieve our goal of serving 40% low income students, as also set forth in our founding documents. MacLaren's lottery will be on January 31 (unless this date falls on a weekend, in which case it would be on the Friday preceding January 31). The 6-12 lottery will take place immediately following the K-5 lottery; it will begin with the 6th grade class. Families will be notified of lottery results shortly after the lottery run. Families have 48 hours to accept or decline the place offered to their child, after which time MacLaren will move down the waitlist.

1. Thomas MacLaren School will hold separate lotteries for gender-specific sections, in grades 6-12. The Board gives the Executive Director the authority to create coed sections if enrollment of one gender is too low to staff one section.
2. Each section is capped at 25 students in grade 6, 23 in grade 7, 21 in grade 8 and 19 in all high school classes.
 - a. Letters of Intent must be submitted no later than four business days before the lottery to be included in the lottery.
 - b. Students entering grades 7 -12 must take a grade-placement diagnostic after the lottery. To ensure room for grade placement after the lottery, MacLaren will hold 10 spots per gender lottery (e.g., 10 spots for 7th grade girls). These spots will remain open for two weeks after the day of the lottery. During this time, if diagnostic shows grade-readiness, e.g., for the 8th grade, that spot is secured. If one grade lower is recommended, the student has secured a spot in the 7th grade.
 - c. MacLaren students take Algebra in the 8th grade. Any student entering into the high school must show evidence of being currently enrolled in an Algebra course or having passed an Algebra course.
3. The lottery begins by filling any open seats left in light of class caps. Anyone who receives an open seat is guaranteed a seat at MacLaren, pending grade-placement. Once

open seats are filled, the lottery places students on the waitlist. Priority for lottery and waitlist are listed here:

4. Priority enrollment will be given to siblings of currently enrolled MacLaren students, and children of founding families, Board members and part-time and full-time staff (“Category 1” enrollment).
5. If sections (by grade and gender) remain unfilled after returning students and any Category 1 enrollments, separate lotteries by gender of low-income applicants will be held until at least 40% of each section’s enrollment is made up of low-income students (“Category 2” enrollment).
6. If sections (by grade and gender) remain unfilled after returning students, and Categories 1 and 2 enrollments, separate lotteries by gender among all applicants (including any low income students not admitted in the Category 2 lottery) will be held.
7. On the day of the lottery, once all slots are filled (including the reserved spots), the lottery process will continue to establish the place of remaining students on a waiting list, according to the preferences above:
 - a. Any siblings of students who were offered a spot during the lottery will receive preference on the waitlist; this preference ends if a sibling withdraws.
 - b. Students who qualify for free or reduced-price lunch will remain at a Category 2 level until a grade level has reached the desired 40% low-income ratio.
 - c. Lottery for remaining spots will fill out the waitlist.
8. In the two weeks after the lottery, anyone on the waitlist in grades 7-12 will take a grade-placement diagnostic. If a grade level below is required, the equivalent spot on that waitlist will be offered. This must be finalized within two weeks after the lottery.
9. After the day of the lottery, the waitlist will be adjusted according to the categories listed in #7 above.
 - a. Students seeking enrollment in grades 7-12 after the lottery will take the grade-placement diagnostic to determine which waitlist they enter. Priority on the waitlist will be determined by the date on the Letter of Intent followed by the date of the diagnostic test.
10. Special Education Enrollment: Thomas MacLaren School seeks to provide an excellent education to a diverse body of students, and seeks to honor the letter and the spirit of the Individuals with Disabilities Education Act (IDEA) by offering a Free Appropriate Public Education to students in our community. The Letter of Intent does not solicit information about a student’s Special Education status.
11. The lottery will be conducted by means of PowerSchool Registration, an online system designed to streamline the enrollment process for parents.

MacLaren has the right to continue to accept students up to Student Count day (usually October 1 of each year). While quite rare, MacLaren reserves the right to accept students after this date. Students who applied for enrollment and were placed on a waiting list, must re-apply the following year; Letters of Intent do not carry over from year to year.