

COLORADO CHARTER SCHOOL INSTITUTE CHARTER SCHOOL AGREEMENT

Cover Page

School Third Future Schools d/b/a “Coperni 2”	Contract Type Renewal
Charter Term Start July 1, 2023	Contract Number R-2023-07
Charter Term Expiration June 30, 2026	Term Type 3 + 2
Maximum Charter Term Expiration June 30, 2028	Institute Resolution Number 23-01-03
Original Charter Term Start July 1, 2018	Geographic/Accounting District Colorado Springs School District 11
Full-Time Grades Served K-8	Homeschool Enrichment Grades Served None
School Mission A team of dedicated teachers and leaders, working in a high performance and caring culture, maintains an intense focus on academic achievement and performance outcomes. Students find success and are engaged through personalized learning, which allows students to work at their own pace and learn in a way more suited to their strengths. TFS holds high expectations for students and staff and believes that everyone can create their future.	
School Vision Third Future Schools prepares students for college and the modern workplace. Through personalized learning and a focus on critical thinking skills, our schools close achievement gaps and allow every student to reach her/his potential.	
Exhibits The following Exhibits are included with this Contract: Exhibit A – Milestones Exhibit B – Maximum Authorized Enrollment Exhibit C – Requested Waivers Exhibit D – Resolution to Approve the Charter Application Exhibit E – Transportation Addendum Exhibit F – Food Service Addendum Exhibit G – Online Learning Addendum Exhibit H – Educational Service Provider Addendum Exhibit I – Preschool Addendum Exhibit J – Homeschool Enrichment Addendum	
Notices to the Institute: Colorado Charter School Institute 1600 Broadway, Suite 1250 Denver, CO 80202 LegalandPolicy_CSI@csi.state.co.us	Notices to the School: Coperni 2 525 E Costilla St. Colorado Springs, CO 80903

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Signature Page

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT.

<p style="text-align: center;">SCHOOL Coperni 2</p> <p>By: _____ Chairperson, Board of Directors</p> <p>Date: _____</p>	<p style="text-align: center;">COLORADO CHARTER SCHOOL INSTITUTE</p> <p>By: _____ Chairperson, Board of Directors</p> <p>Date: _____</p>
<p style="text-align: center;">SCHOOL Coperni 2</p> <p>By: _____ Secretary, Board of Directors</p> <p>Contract Effective Date: _____</p>	<p style="text-align: center;">LEGAL REVIEW: Philip J. Weiser, Attorney General</p> <p>By: _____ Assistant Attorney General</p> <p>Date: _____</p>

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CHARTER SCHOOL CONTRACT

This charter school contract (the “Contract”) by and between the State Charter School Institute (the “Institute” or “CSI”) and the School identified on the Cover Page of this Contract, is effective as of Contract Effective Date identified on the Signature Page of this Contract for a charter term to begin on the Charter Term Start date indicated on the Cover Page of this Contract.

SECTION 1: RECITALS

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

WHEREAS, The Colorado General Assembly has subsequently enacted §§ 22-30.5-501, C.R.S., *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 §§ 22-30.5-503(1)(b)(III), -504(1), and -508(1), C.R.S., 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, the Institute approved the 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 indicated on the Cover Page of this Contract, and which is attached hereto as **Exhibit D**; and

WHEREAS, this Contract, together with any Charter Application and any Renewal Application (each as modified and incorporated by reference herein) and with the attachments and exhibits thereto (collectively, the “Applications”), contains the complete understanding and agreement of the Parties as further described below.

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

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 on the Charter Term Start date indicated on the Cover Page of this Contract and to terminate on the Charter Term Expiration

date as indicated on the Cover Page of this Contract, unless modified or extended as described herein. This Contract may be renewed in accordance with the State Charter Institute Act, the Institute rules, and as set forth in **Section 10**, below.

2.3 Annual Appropriation.

Although this Contract is for operation of the School as a charter school for a period of 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.

2.4 Charter School Legal Status.

The School represents that it is and shall maintain its status as a Colorado nonprofit corporation—separate from any other nonprofit entity, unless approved in advance in writing by the Institute—in accordance with § 22-30.5-507(4), C.R.S. 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 with **Section 4.6** of this Contract.

2.5 Milestones.

The School shall meet all of the Milestones attached hereto as **Exhibit A** 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 10** of the Contract. The Institute may waive or modify the Milestones contained therein or may grant the School an additional planning year upon good cause shown.

2.6 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 11.8**, 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 §§ 22-30.5-503(5), -505, and -507(2), C.R.S., and the State Board of Education (the “State Board”) shall also have general supervision of the School pursuant to § 22-30.5-503(6), C.R.S. The School shall be accountable to the Institute and is subject to all applicable federal and state statutes, 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 (including records established and maintained under federal state, and institute law and policy) shall 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”), subject to the limitations set forth below. 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, when a grievant has followed the School's Grievance Policy and escalates the complaint to the Institute pursuant to the CSI Grievance Policy, the Institute agrees to notify the School and, if appropriate, the School Board of the complaint within five (5) business days of the Institute's receipt of the complaint. The Institute will include information about the substance of the complaint. Due consideration shall be accorded to any grievant's request for anonymity.

D. Annual Review.

The Institute will provide information to the School about its performance in connection with the requirements contained in this Contract and other requirements that may be applicable to the School through the CSI Annual Review of Schools and associated processes.

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**. 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, §§ 24-72-201, C.R.S., *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.

(1) Timely Notice.

The School will notify the Institute within fourteen (14) days 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;
- ii.* Any changes in current Board membership, including resignations and appointments; and
- iii.* Any complaints filed against the School or its employees, administration, or Board members by any governmental agency, except as may require immediate notice as described below.

(2) Immediate Notice.

The School will notify the Institute within 24 hours 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 statutes, 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 4.6**, 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 an annual 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 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. 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 **Section 3.5** or **Section 10** 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 of 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 **Section 11.8**. 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 Charter Modification process, 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 will have 60 days to review and accept or reject any complete request for contract modification. Failure to receive advance approval for such changes may be considered a material breach of the Contract.

3.4 Voluntary Dispute Resolution.

The parties may choose to attempt to resolve disputes arising out of the implementation of this Contract, and not subject to immediate appeal to the State Board, by means of the dispute resolution process set forth in this **Section 3.4**. If 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.

A. 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.

B. 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(A)** was unsuccessful.

C. 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.

D. 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(B)**. 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.

E. 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.

F. 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.

G. Failure to advance the process.

Failure to advance the process within the time specified in this **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.

H. 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 § 22-30.5-511, C.R.S. and 1 CCR 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 10**. Remedies include, but are not limited to, those listed below. These remedies may be applied individually, in succession, or simultaneously.

A. Withholding of some or all of the funds due to the School.

This action may be taken in situations described by § 22-30.5-105(2)(c)(IV), C.R.S., including failure to submit reports and budgets listed on the CSI online compliance calendar or as otherwise required by law, regulation, or Institute policy by the established deadlines.

B. Seeking or requiring technical assistance from CDE

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.

C. Requesting Commissioner's Order

Requesting that the Commissioner issue a temporary or preliminary order in accordance with §§ 22-30.5-701, C.R.S., *et seq.*

D. 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 § 22-30.5-703, C.R.S., 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.

E. 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 AND WAIVERS

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 Articles of Incorporation and Bylaws of 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 Corporation 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 (§§ 24-6-401, C.R.S., *et seq.*) and the Colorado Open Records Act (§§ 24-72-200.1, C.R.S., *et seq.*). The School shall make the School Board-adopted policies, meeting agendas and minutes, and related documents readily available for public inspection, and shall publish on its website its 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. Unless otherwise provided by law, 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 Grievance Policy (consistent with **Section 3.1(C)** of this Contract). The Institute may require the School to modify its 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 and the School Board.

4.6 Waivers.

A. Automatic Waivers.

Pursuant to § 22-30.5-103, C.R.S. and 1 CCR 301-35, automatic waivers are those automatically granted upon the establishment of a charter contract. The School shall submit a request for automatic waivers in accordance with Institute policies and procedures and in accordance with state law.

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 law, upon approval by the Institute. The School shall submit a request for non-automatic waivers in accordance with Institute policies and procedures and in accordance with state law. The waivers to be jointly requested are set forth in **Exhibit C**. Institute approval of requests to waive either Institute policies or State laws 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 in accordance with state law.

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 4.6**.

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 5: OPERATION OF THE SCHOOL

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 8.6**, below. The School may negotiate and contract with a School District, the governing body of a state college or university, a school food authority, or any third party for the use, operation, and maintenance of a school building and grounds, and the provision of any service, activity, or undertaking that the School is required to perform in order to carry out the educational program described herein, subject to the Institute's prior right to review such contracts.

5.2 Facility.

The School facility shall be located at the address or addresses identified in the Application or subsequently approved by the Institute. 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 §§ **22-30.5-507(10) and 22-32-124, C.R.S.**, 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.

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 permitted to provide transportation only in accordance with **Exhibit E** to this Contract. The School shall obtain prior Institute approval and this Contract shall be modified prior to the School providing any transportation to students other than as identified in **Exhibit E**.

5.4 Food Services.

The Institute and the School acknowledge and agree that food service is not required to be provided to students attending the School. The School is permitted to provide food service only in accordance with **Exhibit F** to this Contract. The School shall obtain prior Institute approval and this Contract shall be modified prior to the School providing any food service to students other than as identified in **Exhibit F**.

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 Applications. 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:

- i.* Comprehensive general liability: \$2,000,000
- ii.* Errors and omissions (covering officers, directors, and employees): \$1,000,000
- iii.* Property insurance: As required by landlord or lender
- iv.* Motor vehicle liability (if appropriate): \$1,000,000
- v.* Bonding or Crime: \$25,000
- vi.* 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 as otherwise required by the Institute. All insurance policies purchased by the School will state that coverage will not be suspended, voided, cancelled, or reduced in coverage or in limits, except after 45 days prior written notice has been given to the Institute by certified mail return receipt requested. 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 to 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.

SECTION 6: SCHOOL ENROLLMENT AND DEMOGRAPHICS

6.1 School Enrollment and Demographics.

The School shall provide instruction to students in the Full Time Grades Served as indicated on the Cover Page of this Contract. The school may also provide a homeschool enrichment program to students in the Homeschool Enrichment Grades Served as indicated on the Cover Page of this Contract, if applicable.

The School's maximum authorized enrollment shall be as set forth in **Exhibit B**, attached hereto. The School shall provide reasonable notice to the Institute of any plan or reasonable expectation for the School's enrollment to exceed the maximum authorized enrollment as stated in **Exhibit B**. The School shall immediately notify the Institute of actual or anticipated enrollment that reflects a 10% or greater decrease from 1) the School's actual funded pupil count in the prior school year; or 2) the School's budgeted pupil count for the current school year.

The addition or subtraction of a grade level served, other than any gradual buildout described in **Exhibit B**, shall require advance Institute approval in accordance with Institute policies and procedures. Changes to the grades served shall also require permission from the Colorado Department of Education, to be requested in accordance with state law, CDE policy, and Institute policy. Under no circumstance shall the School's student enrollment cause the School to 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 § 22-30.5-507(3), C.R.S. Student recruitment and enrollment decisions shall be made in a

nondiscriminatory manner specified by the School in the Applications. 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. Any material changes to the School's enrollment policies and procedures may be made only with the approval of the Institute and the School Board of Directors.

6.3 Continuing Enrollment.

Pursuant to Colorado state law, students who enroll in the School will remain enrolled in the School through the highest grade served by the school, absent voluntary withdrawal, 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 not deny admission to a student except as permitted by law.

SECTION 7: EDUCATIONAL PROGRAM

7.1 Vision and Mission.

The School Board shall operate the School in a manner consistent with the vision and mission statements as approved by the Institute and as stated of the Cover Page of this Contract. Revisions to the vision and mission statements or general implementation of the educational program as set forth in the Applications 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 may contract with an educational service provider (ESP) for implementation of its core educational program only as described in **Exhibit H** to this contract. Any changes to the contract for educational services shall be subject to advance approval of the Institute. The School shall obtain prior Institute approval and this Contract shall be modified prior to the School contracting with an ESP other than as identified in **Exhibit H**.

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, including (but not limited to):

- i.* the Educational Accountability Act of 2009, §§ 22-11-101, C.R.S., *et seq.*;
 - ii.* the Preschool to Postsecondary Education Alignment Act, §§ 22-7-1001, C.R.S., *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.
- iv. 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 on the Cover Page of this Contract. 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. Based on the Performance Frameworks, the Institute will issue a CSI Annual Review of Schools report for the School. 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 Applications and not explicitly incorporated into the Performance Frameworks and CSI Annual Review of Schools. The specific terms, form, and requirements of the Performance Frameworks and CSI Annual Review of Schools, 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. 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 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. 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 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 specific terms, form, and requirements of the Performance Frameworks and CSI Annual Review of Schools may be modified or amended to align with changes to applicable state or federal accountability requirements, 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 requirements impracticable or undesirable to the Institute.

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, including (but not limited to) Colorado's compulsory attendance laws, hour requirements, and the distinction 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 (provided the State Board of Education approves a waiver of § 22-33-105(7)(b), C.R.S.).

7.11 Student Welfare and Safety.

A. Safety Planning.

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 (but not limited to) Institute policies and laws addressing the reporting of child abuse, bullying prevention, accident prevention and disaster response, and any state regulations governing the operation of school facilities. The School is solely responsible for annually developing, implementing and delivering an emergency response and safety plan to CSI and providing a copy of the safety plan and other safety protocols to the parents of all enrolled students consistent with state and federal law, including (but not limited to) the Colorado Safe Schools Act, § 22-32-109.1, C.R.S. as it now exists or may be amended.

The School will deliver these plans to CSI upon request. CSI will treat emergency response plans and safety protocols as confidential and protected information as allowed under § 24-72-204(2)(a)(VIII), C.R.S., and any requests to CSI for security or emergency response plans and protocols provided to CSI by the School will be referred to the School as required under § 24-72-304(2)(a)(VIII)(C), C.R.S. Additionally, the School will annually deliver written notice (electronic or otherwise) to the parents of all enrolled students disclosing the School's safety plan.

B. Concealed Weapons.

The School shall not authorize any personnel (whether employees, independent contractors, or otherwise) to carry concealed weapons on School grounds or at School activities pursuant to § 18-12-214(3)(b), C.R.S. without first notifying the Institute and complying with the requirements of this **Section 7.11**. Such notice shall be made before the School initially begins authorizing any personnel to carry concealed weapons, as well as annually thereafter within 30 days of the first day of classes each school year. Before initially authorizing such personnel to carry concealed weapons, and annually thereafter, the School must:

- i. Deliver written notice (electronic or otherwise) to the parents of all enrolled students (1) disclosing the School's safety plan which includes the plan to authorize concealed carry

by designated personnel, and (2) providing notice of the meeting described in paragraph *ii.* below, at least 30 days in advance of such meeting;

- ii.* Allow public comment on the plan to authorize concealed carry by designated personnel at a regularly scheduled open meeting of the School’s governing board within 30 days of the first day of classes for the school year, and vote to approve or disapprove the plan in open session at that meeting or the immediately following meeting (although specific details of the plan may be withheld from open session in compliance with § **24-6-402(4)(d), C.R.S.**);
- iii.* Post notices around the School grounds, in prominent public view, of the presence of armed personnel; and
- iv.* Certify that all such personnel designated to carry concealed weapons during the applicable school year have complied with (1) the Armed School Employees Insurability Standards promulgated by the Colorado School Districts Self Insurance Pool and in effect for that school year, or (2) if the School’s insurer has adopted the insurability standards materially similar to those adopted by the Colorado School Districts Self Insurance Pool, such standards.
- v.* Provide documentation of notification to local law enforcement and the geographic school district personnel of the presence of armed personnel and the current school safety plan.

Compliance with these conditions shall be certified in the initial notice to the Institute under this **Section 7.11(B)** and in the annual notice to the Institute thereafter. The School shall include with these notices a current copy of an insurance policy rider or endorsement specifically covering liabilities arising from armed personnel (although any names and sensitive security details may be redacted, if present in the rider or endorsement). This **Section 7.11(B)** does not apply to School Resource Officers or other P.O.S.T.-certified peace officers.

The Institute takes no position on the legality of any School’s plan with regard to designating personnel under § **18-12-214(3)(b), C.R.S.**, but will not deem the School to be in breach of state law if it is in compliance with the terms of this **Section 7.11(B)**.

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 Applications 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 7.12**, “material” means 1) a 10% reduction in time, or 2) a transition to or from a 4-day school week.

7.13 Online Program.

The Institute and the School acknowledge and agree that the School is permitted to provide an online education program only in accordance with **Exhibit G** to this Contract. The School shall obtain prior Institute approval and this Contract shall be modified prior to the School providing any online education program to students other than as identified in **Exhibit G**.

7.14 Additional Programs.

The School shall not offer a preschool program except as described in **Exhibit I** and shall not offer a homeschool enrichment program except as described in **Exhibit J**.

The School shall not offer programs other than those contained in this Contract without prior written authorization from the Institute, as defined and outlined on the [CSI Resource Site for Program and Contract Modification](#) . Additional programs, if approved by the Institute, may require funds to be maintained and accounted for separately from the School's ordinary accounts and may (in the Institute's sole discretion) require a Contract modification in accordance with **Section 3.3**, above.

The School shall be solely responsible for complying with federal and state laws applicable to such additional programs. Upon request by the Institute, the School agrees to furnish information demonstrating compliance with such laws, including (but not limited to) applicable licensure, background check, insurance, and accountability requirements.

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 Applications. 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 §§ 22-7-1013 and 22-30.5-505(8), C.R.S., 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) §§ 22-1-104 through -110 and -128, C.R.S.

7.16 Exceptional Students.

The School shall identify academically low-achieving, at-risk, 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 Applications and this Contract. Appropriate school staff shall participate in an Equity Report meeting and improvement planning process no less than annually.

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. 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 (**§§ 22-20-101, C.R.S., et seq.**), and any other state and federal laws pertaining to the education of students with disabilities.

(1) Admission of Students with Disabilities

- a. 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.
- b. 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.
- c. 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.

(2) **Education of students with disabilities.**

- a.* 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.
- b.* 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.
- c.* The Institute employs and contracts with Special Education Coordinators. The School may 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.
- d.* Pursuant to §§ 22-30.5-503(3) and 22-20-106, C.R.S., 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.
- e.* 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.

- f.* 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.
- g.* In accordance with the CSI online compliance calendar, 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.
- h.* 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.
- i.* Except as otherwise provided in this **Section 7.16** of the Charter Contract: (1) 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, Individuals with Disabilities Education Act 20 U.S.C. § 1400 (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; and (2) 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.
- j.* 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. In those instances where the School reasonably and in good faith believes the Institute’s position exposes the Parties to liability, the School may send formal notice of the dispute as provided in **Section 3.4** of this Charter Contract. Such notice shall: (1) expressly reference this **Section 7.16**; (2) state that, upon the advice of counsel, the School believes the Institute’s position exposes the Parties to liability; and (3) provide a brief description of the basis for the School’s position. The Institute shall then

determine whether to direct the School to take action contrary to the advice of the School's counsel.

- k. In the event that (1) the Institute takes on responsibility for tasks that would otherwise be carried out by the School due to noncompliance and retains commensurate funds to do so, or (2) the Institute directs the School to take action contrary to the advice of the School's counsel following a formal notice of the disagreement, the costs of defending and paying claims or investigations arising from the matter will be borne by the Institute. The Institute will also be entitled to manage the defense and settlement of such claims, in cooperation with the School. If there is any dispute over the allocation of liability, the matter shall be settled pursuant to dispute resolution as described in **Section 3.4** of this Charter Contract, except that the Parties agree to make mediation of disputes arising from this paragraph binding, final, and not subject to appeal to the State Board of Education, per § 22-30.5-107.5(3)(a), C.R.S.

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. The School will administer interim assessments as set forth in the Applications and in adherence to the Institute's assessment policy-and the School will provide assessment data to the Institute following each such interim assessment. 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 notification to 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 § 22-30.5-513, C.R.S. 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. Accounting District.

If the School has a physical location, the School is geographically located in the Geographic District identified on the Cover Page of this Contract, which is the Accounting District for purposes of funding. If the School is an online school without a physical location, the School's Accounting District is the District identified on the Cover Page of this Contract.

B. Per Pupil Revenues.

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 § 22-30.5-513(1), C.R.S.

C. Institute Overhead.

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 § 22-30.5-513(2)(d), C.R.S. 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. Colorado Exceptional Children's Act.

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. Categorical Programs.

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. Financial Compliance.

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 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 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 §§ 22-44-102, C.R.S., *et seq.* A material violation of this **Section 8** shall constitute a material breach and may result in the Institute initiating remedies described in **Section 3.5** and **Section 10** of the Contract.

8.3 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 paragraph is to provide information to allow the Institute to prepare its future budgets, and that any information provided under this **Section 8** will not be used by the Institute for the purpose of restricting the School's enrollment or otherwise inhibiting the growth of the School.

8.2 Disbursement of PPR Funding.

Funding under **Section 8.1**, above, will be made to the School in monthly installments, in accordance with § 22-54-115, C.R.S., 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 8.3**, below. However, the actual funding for each fiscal year shall be based upon the actual pupil enrollment for such fiscal year, as defined in § 22-54-103(10), C.R.S.

8.3 Adjustment to Funding.

The Institute will adjust the monthly disbursement of funds for each fiscal year, by credit or debit as applicable. Any adjustment resulting in a reduction of funding shall require reimbursement to the Institute by the School. 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 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 paragraph, true-up payments shall be made by direct payment to the School or the Institute.

8.4 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.

8.5 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 General Assembly or 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.

8.6 Contracting.

The School shall adhere to all applicable laws and regulations 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 that 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 contract over which the School has no ability to alter the terms or otherwise add a rider/amendment complying with this **Section 8.6(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 and best practices.

8.7 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 in accordance with the CDE Financial Policies and Procedures Handbook. 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. (If the School is part of a charter school network under § 22-30.5-104.7, C.R.S. that elects to be audited as a single legal entity, the Institute retains the right to request that the network provide an audit of each charter school authorized by the Institute within the network as permitted by § 22-30.5-104.7 (6), C.R.S.) The results of the final audit will be provided to the Institute in accordance with the CSI online compliance calendar. 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. If such audit and Financial Data Pipeline file is not received in accordance with the CSI online compliance calendar, 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 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 § 22-45-102(1)(b), C.R.S. and Institute policy. Quarterly financial reports shall be submitted to the Institute in accordance with the Institute online compliance calendar.

8.8 Non-Authorized Commingling.

Except as specifically set forth in the School's Applications 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.

8.9 Loans.

No loans may be made by the School to any person or entity (other than an affiliated entity) for any purpose 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. 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 § 22-30.5-511.5, C.R.S. 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 § 22-32-109.8(6.5), C.R.S. will be employed at the School, regardless of waivers that may have been granted to the School. Independent Contractors that perform services for the School shall also complete the required background checks and provide evidence of such checks to the School for all individuals who provide direct services to students or who will have regular, not incidental, contact with students at least once a month.

9.5 Performance Evaluations.

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

SECTION 10: RENEWAL, REVOCATION, AND SCHOOL-INITIATED CLOSURE

10.1 Renewal Process.

Pursuant to § 22-30.5-511, C.R.S., 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 § 22-30.5-511(1)(b), C.R.S.

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.

10.2 Criteria for Non-Renewal or Revocation.

The Institute may terminate, revoke, or deny renewal of the Contract for any of the grounds listed in §§ 22-30.5-511(3), (4), and (4.5), C.R.S. and 1 CCR 302-1. 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. Grounds for termination, revocation, or denial will be in alignment with statute, CSI rule, and the CSI Annual Review of Schools. In addition, the School may be non-renewed if:

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

10.3 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, 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 or shorten the prior notice period by mutual agreement.

10.4 Dissolution.

In the event the School ceases 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 § 22-30.5-513(6)(b), C.R.S., upon dissolution of the School (and not including the continuation of the School with another Colorado authorizer), 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, and in connection with debts and obligations to the TFS Network, 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.

10.5 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. In the case of the continuation of the school with a different Colorado authorizer, the School shall be allowed to keep all assets or property paid for by public funds. 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 10.5** 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.

10.6 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.

SECTION 11: GENERAL PROVISIONS

11.1 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 Applications; 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 Applications.

11.2 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.

11.3 Merger.

This Contract, together with the Applications 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.

11.4 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 (including by merger) unless the other party agrees in writing to any such assignment. Such consent will not be unreasonably withheld, conditioned, or delayed.

11.5 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.

11.6 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.

11.7 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.

11.8 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 on the Cover Page of this Contract. Either party may change the address for notice by giving written notice to the other party pursuant to this paragraph. Either party may from time to time designate in writing the persons to whom notice shall be sent.

11.9 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.

11.10 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 Renewal Application; third, the Original Application; and then the remaining exhibits.

11.11 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.

11.12 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.

11.13 Referenced Laws, Policies, and Procedures.

The parties agree that unless context clearly establishes otherwise, all references to applicable laws, statutes, rules, regulations, or policies are intended to include: (1) federal statutes and regulations, including interpretations and guidance from the responsible federal agencies; (2) state statutes and rules, including interpretations and guidance from the responsible state agencies, or (if waived) the replacement plan pursuant to **Section 4.6** of this Contract; (3) Institute policies and procedures; and (4) local ordinances, if generally applicable to public schools within the local government’s jurisdiction.

Unless context clearly suggests otherwise, all such references are intended to include later-enacted revisions, amendments, or replacements to those laws and policies. By way of example only, this includes (and is not limited to) updates to Performance Frameworks, the CSI Annual Review of Schools, and the CSI online compliance calendar.

11.14 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.

EXHIBIT A: MILESTONES

Not applicable.

DRAFT

EXHIBIT B: MAXIMUM AUTHORIZED ENROLLMENT

The School's maximum authorized enrollment during the term of the contract is 480 **students** in grades **Kindergarten through 8th Grade**. As stated in Section 6.1 of the contract, the School shall provide reasonable notice to the Institute of any plan or reasonable expectation for the School's enrollment to exceed the maximum authorized enrollment stated in this Exhibit. The School may not add or subtract a grade level served without advance approval from the Institute and the Colorado Department of Education, to be requested in accordance with state law, CDE policy, and Institute policy.

DRAFT

EXHIBIT C: REQUESTED WAIVERS

Contact Information
School Name: Coperni 2
School Address (mailing): 525 E Costilla Street, Colorado Springs, 80903
Charter School Waiver Contact Name: Zach Craddock
Charter School Waiver Contact Phone Number: 719 963 6620
Charter School Waiver Contact Email: zach.craddock@thirdfuture.org
Charter School Institute Waiver Contact Name: Stephanie Aragon
Charter School Institute Waiver Contact Phone Number: 720-315-6042
Charter School Institute Waiver Contact Email: legalandpolicy_CSI@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)(I) Commissioner-Duties

<p>Rationale: Coperni 2 and its Principal or designee must have the ability to perform the evaluation of all personnel. Should any other designated administrator not have a Principal License, this should not preclude him or her from administering the evaluations under the direction of the Principal. 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)(I), 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 annually 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 et seq. The school will not be required to report its teacher evaluation data through applicable state collections; however, teacher performance ratings 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 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 Coperni 2 will total approximately 183 student contact 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 geographic 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. In accordance with CSI policy, the school will submit its calendar annually to CSI for review and will not make any material modifications to the calendar without prior approval by the Institute.</p>

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 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. § 22-33-105(7)(b) Process for Disciplinary Appeals
Rationale: As a CSI charter school, the school’s governing board must have the ability to hear disciplinary and related appeals under C.R.S. § 22-33-105(2)(c).
Replacement Plan: The charter contract delegates the authority to implement the School Attendance Law of 1963 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 the School Attendance Law of 1963 at the local level, with administrative oversight by CSI.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
C.R.S. § 22-63-201 Employment Certificate required
Rationale: Coperni 2 must be granted the authority to hire teachers and principals that will support the school’s goals and objectives. The principal 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 principals 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. All instructional staff – classroom teachers and learning coaches – will hold at least a bachelor’s degree and have experience working with or teaching children. Special Education Teachers will hold the requisite state license and endorsement. The school will report the number of in-field/out-of-field teacher designations, years of experience of teachers, 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 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.

DRAFT

EXHIBIT D: RESOLUTION TO APPROVE CHARTER APPLICATION

**RESOLUTION 23-01-03
CONCERNING COPERNI2 RENEWAL APPLICATION**

WHEREAS, Third Future Schools d.b.a. Coperni 2 (the “School”) is a charter school authorized by the Colorado Charter School Institute (the “Institute”);

WHEREAS, the School has submitted a charter renewal application to the Institute and the Institute has considered the application in accordance with § 22-30.5-511, C.R.S.;

WHEREAS, Institute staff prepared the attached Charter Renewal and Recommendation Report (the “Report”);

WHEREAS, the Institute Board of Directors Performance Management Committee considered the Report at a meeting held on January 10th, 2023 and the Committee voted to recommend accepting the staff recommendation;

WHEREAS, the Institute Board of Directors has had the opportunity to review the Report and to fully consider the recommendations of Institute staff and the Institute Board of Directors Performance Management Committee;

NOW, THEREFORE, BE IT RESOLVED, by the Institute Board of Directors, that the renewal application submitted by the School is hereby approved for a three-year term with an automatic two-year extension based on the performance benchmarks attached to this resolution;

BE IT FURTHER RESOLVED that the Institute Board of Directors directs Institute staff to ensure that the conditions attached to this resolution are fulfilled prior to the execution of the charter renewal contract;

BE IT FURTHER RESOLVED that the Institute Board of Directors directs Institute staff to incorporate the milestones attached to this resolution into the charter renewal contract with the School, with such adjustments as deemed necessary and appropriate by Institute Staff to ensure the greatest likelihood of achieving the intent of the milestones.

Adopted this 17th day of January, 2023.

COLORADO CHARTER SCHOOL INSTITUTE

By: _____
Chairperson, Board of Directors

I certify that the foregoing resolution was adopted by the Institute Board of Directors at a regular Board meeting upon notice as required by law on the date set forth above, by a vote as reflected in the meeting minutes.

By: _____
Secretary, Board of Directors

**PROPOSED CONDITIONS, MILESTONES, AND PERFORMANCE BENCHMARKS
CONCERNING COPERNI2 RENEWAL APPLICATION**

Condition #	Condition Description	Due Date	CSI Team Owner
1	Submit your waiver request for inclusion as a contract exhibit. Review CSI's waiver guidance and submit your request using the waiver template available at https://resources.csi.state.co.us/waivers/ .	2/15/2023	Legal & Policy

Milestone #	Milestone Description	Due Date	CSI Team Owner
1	Should the school's enrollment of students eligible for free- and reduced-price lunch, students receiving special education services, and/or students who are emergent multi-lingual learners fall below that of the school's local comparison schools based on the annual October Count, the school shall provide a plan to ensure that gap is reduced in the following year. Such plan must address staffing, budget, service provisions, identification, and recruitment. The CSI Board's Performance Management Committee may request that the school present its plan at a committee meeting.	March 15 th each year	Data Submissions/ Evaluation, Accountability, and School Improvement

If the school meets the benchmarks in the table below, the contract will be extended by two additional years, through June 30, 2028.

If the school fails to meet any of the benchmarks, the school will not be eligible for the automatic extension and the initial contract will end June 30, 2026.

Benchmark #	Benchmark Description
1	Attains and maintains a Performance rating on the Colorado Department of Education School Performance Framework ("SPF") and the CSI Annual Review of Schools ("CARS") for the 2023-24 and 2024-25 school year.
2	Demonstrates financial viability as evidenced by meeting TABOR reserve requirements and enrollment projections (with a reasonable variance allowed) for the 2023-24 and 2024-25 school year.
3	Demonstrates a pattern of compliance with federal and state laws and regulations, the charter contract, and CSI requirements based on a review of any non-compliance notices received during the three-year contract term and the nature and severity of any notices.

EXHIBIT E: TRANSPORTATION ADDENDUM

The Institute and the School acknowledge and agree that the School is not required to provide transportation for students attending the School. The School is prohibited from offering a 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. If the School later obtains advance approval from the Institute to provide transportation, the School shall be responsible for and shall comply with all regulatory, safety, insurance, and licensing requirements.

EXHIBIT F: FOOD SERVICE ADDENDUM

The Institute and the School acknowledge and agree that the School is not required to provide food service for students attending the School. The School has elected to provide food service and has obtained prior written authorization from the Institute. Any food service to students provided by the School shall be the sole responsibility of the School. The School shall be responsible for and shall comply with all regulatory, safety, insurance, and licensing requirements. Any changes to the plan for food services should be subject to advanced Institute Approval.

EXHIBIT G: ONLINE LEARNING ADDENDUM

The School's educational program as contained in the Applications and reviewed by the Institute does not include online program elements. The School is prohibited from offering a partial or exclusive online program without prior written authorization from the Institute.

EXHIBIT H: EDUCATIONAL SERVICE PROVIDER ADDENDUM

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 will 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 prohibition does not prevent the School from engaging independent contractors to teach selected, specific courses as a portion of the School's educational program or operations.

EXHIBIT I: PRESCHOOL ADDENDUM

The Institute and the School acknowledge and agree that the School is not required to provide a preschool program. The School is prohibited from offering a preschool program without prior written authorization from the Institute. If the School later obtains advance approval from the Institute to provide a preschool program, the School shall be responsible for and shall comply with all regulatory, safety, insurance, and licensing requirements.

EXHIBIT J: HOMESCHOOL ENRICHMENT ADDENDUM

The Institute and the School acknowledge and agree that the School is not required to provide a homeschool enrichment program. The School is prohibited from offering a homeschool enrichment program without prior written authorization from the Institute.