

**MERIT ACADEMY
CHARTER RENEWAL CONTRACT**

This Charter Renewal Contract ("Contract" or "Renewal Contract"), dated this 13 day of August 2025, is made and entered into by and between Woodland Park School District Re-2 ("District") and Merit Academy ("MA" or the "School"), a public charter school organized as a Colorado non-profit corporation (collectively, the "Parties").

SECTION ONE: RECITALS

1.1. WHEREAS, the Colorado General Assembly has enacted the Charter Schools Act ("Act"), C.R.S. §§ 22-30.5-101 et seq., for certain purposes as enumerated in C.R.S. §§ 22-30.5-102(2) & (3); and

1.2. WHEREAS, in September 2020, the School submitted an Application for Charter ("Application") to the District, which the School District's Board of Education ("Board") denied; and in August 2021 the School opened as a K-8 public school within the boundaries of the District, pursuant to a contract with Education ReEnvisioned BOCES; and

1.3. WHEREAS, on April 13, 2022, the Board re-adopted a Memorandum of Understanding ("MOU") with the School, originally dated January 26, 2022, establishing a period of no longer than 90 days to complete and sign a charter contract for a term of five years to begin on July 1, 2022 Attachment 1; and

1.4. WHEREAS, the Parties further agreed in the MOU that reasonable pre-opening and operating conditions, to include finance, staffing, exceptional student services, enrollment, and educational program plans acceptable to the Board will be included in the charter contract; and

1.5. WHEREAS, the Parties entered into a charter contract (Charter Contract) effective as of May 20, 2022 to provide for an initial term of operation for funding purposes commencing July 1, 2022, through June 30, 2027; and

1.6. WHEREAS, in accordance with the MOU, applicable law and the Charter Contract, MA meets the requirements of C.R.S. §§ 22-30.5-110, the MOU, and the Charter Contract for renewal of the Charter Contract; and

1.7. WHEREAS, accordingly, the District and MA desire to enter into a mutually acceptable charter renewal contract (Charter Renewal Contract); and

NOW THEREFORE, in consideration of the foregoing Recitals and the mutual understandings, releases, covenants and payments contained herein, the Parties agree as follows:

SECTION TWO: RENEWAL OF CHARTER AGREEMENT

2.1. Term and TABOR Clause.

This Contract is effective as of the date first written above (Effective Date) and shall continue for a term up to and including June 30, 2055. Upon the Effective Date of the Charter Renewal Contract, all terms of the Charter Renewal Contract shall govern and in the event of a conflict, the terms of the Charter Renewal Contract will govern over the terms of the Charter Contract. Notwithstanding the Term, any financial commitment on the part of the District contained in this Contract is subject to annual appropriation by the District and the Parties agree that the District has no obligation to fund the financial obligations under this Contract other than for the current year of the Contract term. The District has not irrevocably pledged and held for payment sufficient cash reserves for funding MA or for providing services herein for any subsequent fiscal year during the remaining term of the Contract. Charter renewal may be sought by MA in accordance with C.R.S. § 22-30.5-110 (1.5) and this Contract.

2.2. Charter School Legal Status.

MA is incorporated as a Colorado non-profit corporation and is recognized as a Section 501(c)(3) tax-exempt entity by the Internal Revenue Service. MA shall continue to operate as a Colorado non-profit corporation and shall assure that its operation is in accordance with its Articles of Incorporation ("Articles") and Bylaws. The School shall notify the District promptly of any change in its corporate and/or tax-exempt status. The purpose of the School as set forth in its Articles will be limited to the operation of a public school.

The School is organized and maintained as a separate legal entity from the District for all purposes of the Contract. As provided by the Act, MA shall constitute a public school in Colorado. Notwithstanding its existence as a separate legal entity, the educational programs conducted by MA are considered to be operated by MA as a charter school that is part of the District. As such, MA is subject to Colorado laws and District policies that apply to all public schools unless waived in accordance with Section 5.7 of this Contract. Further, MA is a public entity within the meaning of C.R.S. §24-10-106, and is therefore entitled to the protections of the Colorado Governmental Immunity Act, and is a local public body within the meaning of C.R.S. §24-6-402(1)(a), and is additionally subject to the Colorado Open Meetings Law, C.R.S. §24-6-402 et seq., and the Colorado Open Records Act, C.R.S. §24-71-201 et seq.

The School and the School's governing board ("Charter Board") shall encourage and recruit for participation on the Charter Board parents of students at the School and District residents. The Bylaws also shall require that the School's officers shall be Charter Board members. The Articles and Bylaws are attached to this Contract as Attachment 2.

SECTION THREE: DISTRICT-SCHOOL RELATIONSHIP

3.1 District Rights and Responsibilities

A. Right to Review. MA shall operate under the auspices of, and shall be accountable to, the District and subject to, unless specifically waived or delegated pursuant to the Contract or law, all applicable federal and state laws and regulations, District policies and regulations. All records established and maintained in accordance with the provisions of this Contract, District policies and regulations, and federal and state law and regulations shall be open to inspection and review and made available in a timely manner to District officials. Records include, but are not limited to, the following:

- i. School records and policies including, but not limited to, student cumulative files, records of special education and related services;
- ii. Financial records;
- iii. Educational program, including test administration procedures and student protocols;
- iv. Personnel records, including evidence that criminal background checks have been conducted;
- v. MA's operations, including health, safety and occupancy requirements;
- vi. Inspection of the facility; and
- vii. Charter Board minutes, meeting notices, agendas, other records and

Further, the District may make announced visits to the School to fulfill its oversight responsibilities. Except in emergencies, and when directed by responsible District administrative officials, visits should be pre-arranged in a professional manner to avoid needless disruption of the educational process.

Notwithstanding anything to the contrary herein, the District shall not have access to (1) documents constituting communication with the School's attorney concerning a matter that is protect by attorney client privilege or the attorney work product doctrine; or (2) documents that would otherwise be executive session minutes or subject to the work product exception relating to negotiations with the District.

B. Complaints. The District agrees to notify the School regarding any complaints about the School that the District receives. Except in exceptional circumstances, the District shall direct the person making the complaint to present that complaint to the MA Administration and/or Charter Board, as appropriate. If the person or persons making the complaint are adamant about not wishing to take the complaint directly to the School as a first step in the complaint process, the District shall notify the School within ten (10) days of the receipt of the complaint by the District and shall include information about the substance of the

complaint, together with copies of any communications or evidence, taking into consideration any complainant's request for anonymity.

- C. **School Health or Safety Issues.** The District shall immediately notify the School of any circumstances requiring School closure, lockdown, unplanned emergency drills or any other action that may affect the health and safety of the School's students or staff.
- D. **Access to Data and Information.** The District will timely provide the School with access to any data and information pertaining to the School that the District receives from the State or other sources, including but not limited to, test scores, Every Student Succeeds Act ("ESSA") school improvement status, SPF, accreditation, special education, and funding information.
- E. **Accreditation Data and Process.** No later than five (5) business days following the receipt of the information, the District shall provide to the School data used by the Colorado Department of Education ("CDE") to conduct its analysis of the School's performance and CDE's initial recommendation considering the type of performance plan the School should be required to implement. The District 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 District. The District shall represent any appeal it deems valid to the Department in accordance with 1 CCR 301-1, 10.03. No later than five (5) business days following the receipt of the information, the District shall provide to the School the final plan assignment determination that the School shall implement, and the final accreditation status assigned to the School and the District's assessment of the progress made by the School toward the goals and objectives set forth in Section 7.3 of this Contract.
- F. **Access to Student Records.** The District shall timely make available to School cumulative files and/or student information for any student transferring from a District-operated school to MA, including but not limited to information regarding special education and related services for students of the School. The School shall use such information exclusively for fulfillment of its educational responsibilities or for compliance with the law and shall not use student information acquired from the District for any other purpose.

3.2 School's Rights and Responsibilities

- A. **Records.** The School agrees to comply with all federal, state, and District record keeping requirements including those pertaining to students, governance, and finance. This includes maintaining up-to-date information about enrolled students in the District's student information systems (currently Infinite Campus and Enrich), including attendance records, grades, transcripts, standardized assessments, cumulative files, and special education records. In addition, the School and the District shall ensure that records for students enrolling in the School or other District schools are transferred in a timely manner, but not

to exceed fourteen (14) business days following request for the same unless prior approval for a delay is provided by the requesting entity. Financial records shall be posted online in accordance with the Financial Transparency Act (C.R.S. § 22-44-301 et seq.) 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 District in accessing or reviewing any record as part of its oversight responsibility or to address compliance requirements.

B. Notifications provided to the District. The School shall timely notify the District (and other appropriate authorities) in the following situations:

- i. The discipline of employees at the School arising from misconduct or behavior that may have resulted in harm to students or others; or
- ii. Any complaints filed against the School, or complaints opened for investigation, by any governmental agency, including, but not limited to OCR, CDE, CCRD, and EEOC.

The school shall immediately notify the District of any of the following:

- i. Conditions that may cause MA to vary from the terms of this Contract, applicable District requirements, federal, and/or state law;
- ii. Any circumstance requiring the closure of MA, including, but not limited to a natural disaster such as an earthquake, storm, flood, or other weather related event, other extraordinary emergency, or destruction or damage to School facilities;
- iii. The arrest, dismissal or resignation of any member of the Charter Board or School employees for a crime punishable as a felony or any crime related to the misappropriation of funds or theft or any misdemeanor criminal offenses involving children, or for an act that constituted serious violations of law, including an incident of school violence, as that term is defined by C.R.S. § 24-10-106.3. Additionally, the School shall comply with the provisions of C.R.S. § 22-30.5-110.7, § 22-1-130, and other relevant laws as required;
- iv. Misappropriation of funds;
- v. A default of any obligation, which shall include debts for which payments are past due by sixty (60) days or more, or
- vi. Any change in its corporate status with the Colorado Secretary of State's Office or status as a 501(c)(3) entity.

- C. Compliance. The School shall comply with all applicable federal and state laws, local ordinances, and District policies applicable to charter schools, except to the extent that MA has natural or obtained waivers from state law and regulations and District policies in accordance with Section 5.7 of this Contract.
- E. Reports. The School shall timely provide to the District any reports necessary and reasonably required for the District to meet its oversight and reporting obligations. Required reports include, but are not limited to those listed below along with projected due dates for the current school year. Timely notification shall be provided when due dates are changed or additional reports are to be provided. The District will annually update the list of required reports and due dates and provide this information to the School. Failure to provide reports within ten (10) days after the date due, unless previously coordinated with the District, is a material violation of the Contract, and the District may take actions outlined in this Section. If any date identified in this Section and its Subsections falls on a Saturday, Sunday or a legal holiday, the report shall be due on the next following business day.
- i. Reports Related to Accreditation. The School shall provide the District all required documents set forth on the Data Submission timeline that include but are not limited to: (1) a financial statement disclosing costs of administration, instruction, facilities, instructional materials, and other categories of expenditures, and revenues; (2) a description of the assessments used to measure student progress; (3) a summary of student assessment results, including evidence the School met, exceeded, or made reasonable progress toward meeting its objectives; (4) the completed staffing report as required by CDE; (5) a description of the District services provided to the School and their effectiveness and efficiency; and (6) CDE annual report requirements not otherwise listed above.
 - ii. Financial Reports and Reporting of Enrollment Projections. School shall submit required financial reports and enrollment projections as indicated in the timeline below and as otherwise required by this Contract or applicable law. Required financial reports shall be timely submitted in a readily-usable format requested by District and in accordance with C. R.S. §§ 22-44-301 et. seq.
 - a) Proposed balanced budget for the following school year on or before April 15 per Section 8.2.
 - b) Projected enrollment for the following school year on or before November 1 (for District planning purposes).
 - c) Revised budget for the present school year on or before December 15.
 - d) Final revised School budget for the current school year on or before January 15.
 - e) Adopted Budget for the following school year on or before May 30.
 - f) Quarterly and Year-End financial reporting: In accordance with Section 8.7, School shall prepare quarterly financial reports for the District in compliance with C.R.S. § 22-45-102(1)(b), and post required reports

pursuant to C.R.S. §§ 22-44-301 et seq. Such reports shall be submitted to the District on or before the following dates:

- i. 1st Quarter by October 31st;
- ii. 2nd Quarter by January 31;
- iii. 3rd Quarter by April 30; and
- iv. 4th Quarter by July 31.

An unaudited year-end financial report shall be submitted by August 30. Any other year-end reports required by law or the CDE, shall be submitted upon request.

g) Reporting of Audit: Annual audit drafts are due by October 15 and final copies on or before October 31. Audit information includes an audit performed by a Certified Public Accountant, CDE data pipeline file, and CDE Assurances for Financial Accreditation.

h) Certification of Non-Commingling: Consistent with Section 8.8 of this Contract, at the time School submits its annual audit, School shall annually certify that assets, funds, liabilities and financial records of the School have been kept separate from assets, funds, liabilities and financial records of any other person, entity, or organization, including any Education Management Provider (EMP) with which School has an agreement.

iii. School Calendar. The School shall provide the school calendar for the following school year on or before October 1 of each year.

iv. Health and Safety Information. The following information shall be reported, including:

- a) an updated monthly report of fire and safety drills for the current school year pursuant to the School's Emergency Drills Summary on or before the last day of each month;
- b) a report of previous year's fire and other safety drills shall be submitted by August 1;
- c) updated emergency plans, emergency contact information, etc. to be submitted by September 1, and within seven (7) business days of any revisions thereafter.

v. Bond Documentation. Should the school be associated with bonds, the School shall provide closing documents and bank statements no later than five (5) business days after request by District.

vi. Safe School Plan. The School shall comply with the Colorado Safe Schools Act including C.R.S. § 22-32-109.1, and shall comply with District policy addressing

safe schools, including Policy ADD, unless otherwise waived , and complete the required information annually by August 31 of each school year. The School shall submit the information to the Superintendent. The School will be responsible for communicating the information to local responders.

vii. Governance Information. The School shall provide the following information to the District's Superintendent or designee before the dates, identified below:

- a) Charter Board membership (i.e. names/contact info, terms) - August 15;
- b) Charter Board member conflict of interest disclosures -August 15; and
- c) School's Articles or Bylaws -within ten (10) business days after any material changes.

viii. Insurance Certification. The School shall annually provide certificates of insurance to the District's Superintendent or designee by August 15 for each year of the Contract's term, evidencing the insurance required by this Contract.

F. Indemnification. To the extent permitted by law and not covered by insurance or not otherwise barred by the Colorado Governmental Immunity Act, the District and the School each agree to indemnify and hold the other and its respective employees, directors, officers, agents and assigns harmless for all liability, claims and demands of third parties arising on account of personal injury, sickness, disease, death, property loss, or damage or any other losses of any kind whatsoever that are proximately caused by the negligent, grossly negligent or intentional acts of the indemnitor or its respective employees, directors, officers, agent and assigns. The foregoing provision shall not be deemed a relinquishment or waiver of any applicable bar or limitation on liability provided by the Colorado Governmental Immunity Act or other law. The indemnitee shall reasonably seek to recover any amounts due under this Section from any applicable insurance policy paid for by the indemnitor before withholding funds otherwise due to the indemnitor.

G. Procedures for Articles of Incorporation and Bylaws Amendments. The School shall follow any requirements of the Colorado Revised Non-Profit Corporations Act in amending its Articles of Incorporation and Bylaws and shall provide the District with notice of any such changes. The Bylaws or policies of the School shall include a requirement that each Charter Board member annually sign a conflict of interest disclosure, which shall, at a minimum, meet the requirements set forth in Attachment 3.

H. District-School Dispute Resolution. All disputes arising out of the implementation of this Contract, and not subject to immediate appeal to the State Board of Education, shall be subject to the dispute resolution process set forth in this Section; unless specifically otherwise provided. All timelines in this Section may be extended by mutual agreement:

- i. The School and the District agree that the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance

hereunder, except for any performance that may be directly affected by such dispute.

- ii. Either party shall notify the other party that a dispute exists between them within thirty (30) days from the date the dispute arises. Such notification shall be in writing and shall identify the article and section of the Contract that is in dispute and the grounds for the position that such article and section is in dispute. The matter shall be immediately submitted to the Headmaster of the School and the Superintendent of the District, or their respective designees, for further consideration and discussions to attempt to resolve the dispute.
- iii. In the event these representatives are unable to resolve the dispute informally pursuant to this procedure within thirty (30) days after the date of notification by one to the other of the existence of such dispute, then either party may elect to submit the matter to the boards of the School and the District for their consideration. The submission to the boards shall be made in writing to the other party and to the board Presidents for delivery to the boards, no later than forty (40) days after the initial elate of notification by one party to the other of the existence of the dispute. The Presidents of both boards are required to place the item on the agenda at the earliest meetings for discussion by the respective boards. The board Presidents are required to inform each other in writing of any resolution proposed by their respective boards within ten (10) days after the board meeting at which the item is discussed. The board Presidents may elect to meet to identify possible solutions.
- iv. If the matter is not resolved by the boards, then the matter shall be submitted by either party to non-binding mediation by notice in writing to the other party within thirty (30) days following the board meetings. The thirty (30) days shall be determined by the date of the last board meeting at which the matter is discussed.
- v. If either party submits a notice of mediation, it shall be at the same time designate in writing a proposed mediator. If the other party does not agree with the designation, then it shall designate an alternate mediator within five (5) days. If the other party does not agree with the alternate designation, it shall give notice within five (5) days, and the two proposed mediators shall meet within ten (10) days and agree upon a third person to act as mediator. Each party shall pay one-half of the reasonable fees and expenses of the neutral mediator. All other fees and expenses of each party, including without limitation, the fees and expenses of its counsel, witnesses and others acting for it, or mediators not jointly appointed, shall be paid by the party incurring such costs.
- vi. The mediators have no authority to add, delete from, or otherwise modify any provision of this Agreement or to issue a finding having such an effect.

- vii. Mediation shall be scheduled and concluded within one hundred twenty (120) days of the moving party's written request for mediation, with final written findings entered by the mediator and served on both Parties within said 120-day timeframe. The mediator shall also apportion all costs reasonably related to the mediation equally between both Parties. The mediation process shall be closed to the public and all information submitted during mediation shall be confidential to the extent permitted by law. If the dispute is still not resolved at the conclusion of the mediation, the mediator shall make an advisory recommendation to the District Board, which shall in turn make a decision on the matter and release the mediator's written findings within thirty (30) days of its receipt of the advisory recommendation.
 - viii. The decision of the District Board shall be final; provided, however, that the School may appeal to the State Board concerning those matters within the State Board's jurisdiction in accordance with governing law within thirty (30) days of the written release of the mediation opinion.
- I. School Violations of Law or this Contract. If the School is subject to nonrenewal or revocation for any of the reasons listed in C.R.S. § 22-30.5-110(3), or any of the other reasons listed in this Contract, is in material (as opposed to merely technical) violation of state or federal law or regulations, or otherwise materially breaches the Contract, the District may, but is not required to, impose other remedies prior to initiating revocation procedures in accordance with Section 11.3. Remedies include, but are not limited to, those listed below. These remedies may be applied individually, in succession, or simultaneously. Prior to taking any of the actions below, the District shall send a notice as provided in subsection J below. For the avoidance of doubt, the Parties understand, acknowledge and agree that "material breach" means a violation so serious that the violation has the effect of fundamentally undermining the purpose of the entire Contract.
- i. Withholding Funds. This remedy may be applied in situations where the School could reasonably take actions to remedy the breach prior to the withholding of funds. The District may only withhold funds in situations as allowed by C.R.S. § 22-30.5-105(2)(c)(IV). Any action taken pursuant to this subsection is subject to review as provided in C. R.S. § 22-30.5-112(8).
 - ii. Plan Submission. The District may require the submission of a plan to remedy the deficiency. Upon the written request of the District, the School shall develop a plan to remedy the failure or deficiency and submit it to the District for review and comment. The plan may be revised at the discretion of the School. The District may require the School to review and revise the plan if it reasonably determines that the plan is not effective in remedying the deficiency. This remedy may be applied if the School fails (a) to make progress toward achieving its goals and objectives as

described in this Contract after a reasonable period of time, (b) to achieve District accreditation requirements, (c) to implement its educational program as described in this Contract after a reasonable period of time, or (d) fails to complete two or more required reports by the established deadlines, except when there exists a reasonable basis for the late completion of such report and the School has notified the District of such reasonable basis.

- iii. Seeking Technical Assistance. The District may require the School to seek technical assistance from a provider if the School is required to prepare and implement a priority improvement plan or turnaround plan. If the School has an education management provider, the School shall seek technical assistance from a provider other than the School's education management provider.
 - iv. Exercise of Emergency Powers. The District may request that the Commissioner issue a temporary or preliminary order in accordance with C.R.S. §§ 22-30.5-701 et seq., if the conditions of an emergency exist, as defined therein.
- J. Procedural Guidelines for School Violations of Law or this Contract. Prior to applying a remedy other than seeking an order under the Emergency Powers set forth in C.R.S. §§ 22-30.5-701 et seq., the District shall, to the extent practicable, engage in the following process:
- i. The District shall give the School written notice of a deficiency. The notice shall state the deficiency, the basis for the finding, a reasonable time by which the District expects the deficiency to be remedied, and the expected remedy.
 - ii. The District shall give the School a reasonable opportunity to contest the District's determination that a breach has occurred. In a non-emergency situation, this means the Headmaster or designee shall be given an opportunity to meet with the Superintendent or designee to discuss the notice within five (5) business days.
 - iii. If the breach is not cured within the time specified in the notice, the District may apply remedies 3.2.H. (i) through (iv).
- K. District Violations of Charter School Law or Contract. If the School believes that the District has violated any provision of this Contract or law, the School may initiate the dispute resolution procedures of Section 3.2. H, file an appeal with the State Board, or seek other remedies provided by law.
- L. Emergency Powers. If the District seeks a preliminary order under the Emergency Powers set forth in C.R.S. §§ 22-30.5-701 et seq., it shall follow the procedures set forth therein.

SECTION FOUR: SCHOOL GOVERNANCE

4.1. Governance.

The School's Articles of Incorporation and Bylaws shall not conflict with the School's obligation to operate in a manner consistent with this Contract. The policies of the Charter Board shall provide for governance of the operation of the School consistent with this Contract and state and federal law. The Charter Board shall operate in accordance with these documents. The School shall follow any requirements of the Colorado Revised Nonprofit Corporation Act, C.R.S. §§ 7-121-101 to 7-13 7-301, in amending its Articles of Incorporation and Bylaws. Any material modification of the Articles or the Bylaws must be submitted to the District within ten (10) business days of its ratification or adoption by the Charter Board. As used herein, a "material modification" shall mean a modification that changes the purpose of the entity. The Bylaws or policies of the School shall include a requirement that each Charter Board member annually sign a conflict of interest disclosure. The School agrees that its Articles, Bylaws, policies, operating agreement with its EMP, if any, and any other documents or practices shall comply with the Charter Schools Act, the Colorado Revised Nonprofit Corporation Act, the Open Meetings Law, the Open Records Act, and all other Colorado or federal law that applies to the School or its operation as a charter school in Colorado.

4.2. Corporate Purpose.

The purpose of the School as set forth in its articles of incorporation shall be limited to the operation of a charter school pursuant to the Colorado Charter Schools Act, C.R.S. §22-30.5-101 et seq.

4.3. Transparency.

The School shall make Charter Board-adopted policies, meeting agendas, minutes, the School's School Accountability Committee meeting agendas and minutes, and related documents readily available for public inspection, including posting of such information on the School's website. The School shall also post on its website in a timely manner information about Charter Board members, Charter Board meetings, financial information and audits, relevant School documents (including this Contract), the School's process for resolving public complaints, and other information that may be of interest to students, parents, and community members. The School shall conduct meetings consistent with principles of transparency, the Colorado Sunshine and Open Records laws, and shall adopt and strictly enforce a conflict of interest policy.

4.4. Nonreligious, Nonsectarian Status and Commitment to Nondiscrimination.

The School shall operate, in all respects, as a nonreligious, nonsectarian, and, consistent with applicable law and District policy. The School shall not be affiliated in any way with any nonpublic sectarian school or religious organization. The School shall not discriminate against any person on the basis of race, color, creed, national origin, sex, marital status, sexual

orientation, gender identity, gender expression, religion, ancestry, disability, or any other protected category under federal or state law.

4.5 Administrator Evaluation.

The Charter Board shall conduct a performance evaluation of the School's Headmaster at least annually.

4.6. Employee Evaluation.

The Headmaster or designee shall conduct performance evaluations of the School's employees at least annually in accordance with the School's personnel policies.

4.7. School Dashboard and Annual Performance Report.

The School shall develop a School dashboard that reflects the School's focus on specific measures and metrics to determine the overall success of the School. This dashboard shall be reported quarterly to the District and included in the Annual Performance Report. The School's use and adoption of the dashboard developed and/or approved by CDE shall satisfy the requirements of this section.

4.8. Complaints.

The School shall establish a process for resolving public complaints, including complaints regarding curriculum, which shall include an opportunity for complainants to be heard. The final administrative appeal shall be heard by the Charter Board, not the District's Board of Education.

4.9 Contracting for Core Educational Services.

- A. MA agrees to first obtain District approval before negotiating for contracted core education services, including special education and related services. Upon written authorization by the District, the School shall have the authority to enter into the necessary contracts to the full extent permitted by state law. Such contracting is conditioned upon the School developing a management agreement with the EMP that meets the conditions set forth in Attachment 4, EMP Guidance. The District further acknowledges that the School may end its contract with its EMP and become self-managed, or may elect to hire a new EMP. The District must approve any such change, prior to its taking effect. If the School fails to comply with this Section, it shall be a material breach of the Contract. The District hereby approves instruction of MA students by Falcon Aerolab.
- B. Notwithstanding Section 4.9.A of this Contract, the School or EMP may negotiate and contract with a school food authority, or any third party for the use, operation and maintenance of a school building and grounds, 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.

4.10. Contracting for Operational and Administrative Services.

Pursuant to relevant law, the School may contract with third party providers for operational and administrative services. The School shall follow applicable laws, as they apply to charter schools, related to procuring and contracting for goods and services and adhere to best practices, including standards related to arm's length negotiations and arrangements and conflicts of interest. The School will adopt policies and procedures relating to the procurement and contracting of goods and services.

4.11. 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. A copy of the School's volunteer policy and any changes thereto shall be provided to the Superintendent.

4.12. Conflict of Interest.

Members of the Charter Board or any governing committee established for the School shall comply with state law and District policies and regulations regarding ethics and conflict of interest. Subject to approval of the District as applicable, if the School enters into a contract with a charter school management consultant then School acknowledges and agrees that its board members shall not be employed by such consultant or such consultant's affiliate and shall not be employed with another charter school who retains the services of such consultant.

4.13. Training.

The Charter Board shall adopt a policy for its annual training plan. Further, each charter board member will satisfactorily complete the online charter school governing board training modules recommended by CDE, or comparable training, within six months of executing this Contract (for those members currently serving on the Board) or being seated on the Board (for all future board members), whichever comes first. Failure to complete this requirement will be noted in the Annual Performance Report compiled by the District.

SECTION FIVE: OPERATION OF SCHOOL AND WAIVERS

5.1. Operational Powers.

The School and its EMP, if applicable, shall be responsible for the School's operations, and shall have authority independently to exercise the following powers (together with such powers as provided for elsewhere in this Contract or provided by law) including but not limited to: contracting for goods and services; preparation of budgets; selection, supervision, evaluation, and determination of compensation for personnel; promotion and termination of personnel; procure insurance; lease or otherwise acquire facilities for school purposes; purchase, lease or rent furniture, equipment and supplies; retain fees collected from students in accordance with law; and accept and expend gifts, donations, or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with law and not contrary to any of the terms of this Contract; selection, delivery and assessment of curriculum; development of curriculum and standards; and. adoption of policies and bylaws consistent with the terms of this Contract. Nothing in this section shall be construed to limit any power and authority granted to MA by state or federal law.

5.2. Transportation.

The District and the School acknowledge and agree that transportation will not be provided by the District to students attending the School unless otherwise mutually agreed in writing. Any transportation of students to the School shall be the sole responsibility of the School, with all costs borne by the School. The School and the District agree to meet on an annual basis to discuss how the Parties might collaborate to provide transportation options for students of the School.

5.3. Food Services.

The District and the School acknowledge and agree that food services are not required to be provided to students attending the School. If requested to do so by the School, the District may consult with the School to provide school meals, including free and reduced price meals, in a manner determined by the District and in accordance with Board policy and applicable federal and state laws. The costs associated with all food services shall be borne by the School and may be passed on to students, as appropriate. The School and the District agree to meet on an annual basis to discuss how the Parties might collaborate to provide a food service program accessible to students of the School.

5.4. Insurance.

During the term of this Contract, the School and its EMP (if applicable) shall maintain insurance coverage for the School and EMP either purchased by the School or its EMP on the open market or through the District. The School shall purchase insurance protecting the School and Charter Board, employees, and volunteers, and District where appropriate, consisting of comprehensive general liability insurance, errors and omissions liability insurance (school entity liability insurance), and such other insurance as identified below which identifies the minimum coverages for the current school year:

- A. Commercial General Liability. School will maintain commercial general liability insurance covering all operations by or on behalf of the School, including operations of any subcontractor, on an occurrence basis against claims for personal injury (including bodily injury or death) and property damage (including loss of use). Such insurance will have the following limits and coverages:
- i. Minimum Limits:
 - \$2,000,000 each occurrence
 - \$5,000,000 general aggregate
 - \$5,000,000 products and completed operations aggregate
 - ii. Coverages:
 - Occurrence form
 - Products and completed operations coverage
 - Personal injury
 - Contractual liability
 - Defense in addition to the limits of liability
 - Sexual abuse and misconduct coverage (full limits of general liability policy)
 - Coverage for athletic activities, if the School participates in athletic programs
 - Special events coverage
 - Cyber incident coverage
 - Severability of interests provision
 - District to be added as an Additional Insured onto both the School's and EMP's (if applicable) policies. The School and EMP (if applicable) are to provide the Additional Insured endorsement to the District
- B. Automobile Liability. School will maintain business auto liability coverage covering liability arising out of any auto (including owned, hired, and non-owned autos):
- i. Minimum Limits:
 - * \$2,000,000 combined single limit each accident
 - ii. Coverages:
 - District to be added as an Additional Insured onto both the School's and EMP's (if applicable) policies. The School and EMP (if applicable) are to provide the Additional Insured endorsement to the District
 - Excess coverage for employees as insured using personal vehicles on School business
- C. Workers Compensation Insurance. The School and its EMP will maintain workers compensation insurance coverage for their respective employees, if any, including occupational disease provisions covering the School or EMP as appropriate in accordance with applicable state laws and employer's liability insurance:

- i. Minimum Limits:
 - * Workers' compensation-statutory limits
 - * Employer's liability: \$250,000 bodily injury for each accident; \$250,000 each employee for disease and \$500,000 disease aggregate
- D. Educators Legal Liability. During the term of the Charter Contract, the School and its EMP shall maintain Educators' Legal Liability Insurance covering its professional errors and omissions with a limit of not less than \$2,000,000 per claim/aggregate. If coverage is purchased on a "Claims Made" basis, coverage must be endorsed to cover acts of the entity from the first date of operation. In addition, if operations of the entity cease, an extended reporting period of at least ten years must be purchased. An umbrella policy may be used to meet the limits requirement.
- E. Directors and Officers Liability. During the term of the Charter Contract, School and its EMP shall maintain Directors and Officers Liability Insurance covering the wrongful acts, errors and omissions of its governing Board arising out of the administration of the School with a limit of not less than \$2,000,000 per occurrence \$5,000,000 annual aggregate. This coverage may be included in the Educators' Legal Liability coverage. Coverage shall also include Employment Practices Liability. If coverage is purchased on a "Claims Made" basis, coverage must be endorsed to cover acts of the entity from the first date of operation. In addition, if operations of the entity cease, an extended reporting period of at least ten years must be purchased.
- F. Excess/Umbrella Liability. School shall maintain umbrella/excess liability on an occurrence basis in excess of general liability, auto liability, employer's liability insurance described above, and excess of the Educators' Legal Liability and Directors and Officers Liability coverages:
 - i. Minimum Limits: \$2,000,000 each occurrence and aggregate
- G. Property Insurance. All property (building and contents) owned or leased by the School or its EMP will be the responsibility of the School or EMP respectively unless otherwise agreed by contract. The School or its EMP will carry property insurance covering its owned or leased property, including improvements made by the School or its EMP, on an all risk form, including replacement cost coverage, equipment breakdown, and business interruption/extra expense.
- H. Crime Insurance: School or its EMP will maintain employee theft, fraud, and dishonesty coverage in an amount of not less than \$250,000 to protect it from theft of money and securities by employees. Coverage must also include volunteers as employees.

The School shall have on file at all times a copy of the purchased insurance policies that, at a minimum meet the above requirements, as well as evidence that payment of premiums for such policies have been timely made. The School shall provide at least sixty (60) days' prior

written notice to the District if these coverage limits are changed, and all changes shall be commercially reasonable. Insurance terms and conditions must be reasonably acceptable to the District 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". The School shall provide certificates of insurance and Additional Insured endorsements to the Superintendent or designee by June 1 annually. All of the School's insurance policies purchased by the School shall state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, sent to the School and the Superintendent or designee. The School shall notify the Superintendent or designee within ten (10) calendar 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. Both Parties shall secure policies that are primary and noncontributory to insurance obtained by the other party and/or any obligation of indemnification under this contract.

5.5. Bidding Requirements.

Unless purchased from or through the District, contractual services and supplies, materials and equipment shall be procured through a system of competitive bidding, which will comport with best practices for charter schools and state law, and any applicable waivers granted by the District or CDE.

5.6 Collaboration with District.

The School shall provide reasonable notice to the District before entering into any inter-governmental agreements with other government entities.

5.7 Waivers

A. State laws and regulations

- i. Automatic Waivers. Pursuant to C.R.S. § 22-30.5-103, automatic waivers are those automatically granted upon the establishment of a charter contract. Pursuant to C.R.S. § 22-30.5-104(6), the State Board will adopt, by rule, a list of automatic waivers for which the School is not required to submit a replacement plan, or statement, to CDE, to specify the manner in which the School intends to comply with the intent of the state statute or State Board rule. The list in effect as of the Effective Date is attached in Attachment 5.
- ii. Waivers are neither necessary nor appropriate when a statute or rule by express terms does not apply to a charter school, or when a District power or duty has been fully delegated, including as more specifically stated in this Contract, to the School. The School is expected to seek waivers only if a statute or rule applies to the School and is inconsistent with the School's operational or educational needs.

- iii. Procedures for Non-Automatic Waiver Requests. Any request for waivers of state statutes or rules must include a replacement plan articulating how the School plans to comply with the intent of the statute or rule for which waiver is requested. The District Board of Education agrees to jointly request waivers of the state laws and regulations, in addition to those automatically granted, that are listed in Attachment 6, which shall include the School's rationale and replacement plan for each state statute and rule the School seeks to waive. To the extent that 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 shall meet to negotiate the effect of such State Board action.
- iv. Subsequent Waiver Requests. The School may request additional waivers of state statutes or rules must include a replacement plan articulating how the School plans to comply with the intent of the statute or rule for which waiver is requested. The District Board of Education agrees to jointly request waivers of the state laws and regulations, in addition to those automatically granted, that are listed in Attachment 6, which shall include the School's rationale and replacement plan for each state statute and rule the School seeks to waive. To the extent that 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 shall meet to negotiate the effect of such State Board action.

B. District Policies.

- i. Waivers. The School shall be granted certain waivers from District policies set forth in Attachment 7, which shall include the School's rationale and replacement plan for each District policy the School seeks to waive. On or before June 15, 2022, the School shall submit its rationale and replacement plan for each District policy the School seeks to waive. The replacement plans are subject to approval by the Superintendent, which shall not be unreasonably withheld, and will be attached to this Contract as an addendum to Attachment 7.
- ii. Subsequent Waiver Requests. The School may request additional waivers after the original request. Any such requests for waivers must include a replacement plan articulating how the School plans to comply with the intent of the District policy for which waiver is required. Upon receipt of such request, District administrators shall have thirty (30) calendar days to review the request and, thereafter, shall present the matter before the District Board at its next regular meeting. The Board shall, unless otherwise agreed by the Parties, have thirty (30) calendar days to consider the matter prior to rendering a decision at a regular meeting. Waivers of District policies may be granted only to the extent permitted by state law. Waiver of District policies shall not be unreasonably withheld.

- iii. **Waiver Requests After Policy Adoption or Revision by District.** To the extent that District adopts a new District policy and/or revises District policy, notice shall be provided to the Charter School within ten (10) business days after the policy takes effect. The School may request a waiver to such new policy or revised District policy within thirty (30) calendar days after the date notice was given to the School, providing its rationale and replacement plan. The District shall have thirty (30) calendar days to review the request and, thereafter, shall present the matter before the District Board at its next regular meeting. The District Board shall, unless otherwise agreed by the Parties, have thirty (30) calendar days to consider the matter prior to rendering a decision at a regular meeting. Waivers of District policies may be granted only to the extent permitted by state law, but shall not be unreasonably withheld.

SECTION SIX: SCHOOL ENROLLMENT AND DEMOGRAPHICS

6.1 Student Grade Levels. The School will serve students in grades PK through 12.

6.2 Student Demographics. As required by the Colorado Charter Schools Act, C.R.S. §22-30.5-104(3), School enrollment procedures shall be conducted by the School in a nondiscriminatory manner. The School shall have and implement a recruitment and enrollment plan that ensures that it is open to any child who resides within the District.

6.3. Maximum and Minimum Enrollment. The School and the District agree that during the term of this Contract, the School's total enrollment shall not exceed the capacity of the School's facility and site. The minimum enrollment is determined to be the lowest enrollment necessary for financial viability, as reasonably determined by both Parties.

6.4. Enrollment Procedures. The School's enrollment procedures shall be established by the Charter Board and consistent with state and federal law, including C.R.S. § 22-30.5-104(3). The School will have a waiting list when the planned capacity of its facilities is reached.

6.5. Eligibility for Enrollment/Admissions. The School shall limit enrollment of students accepted through the process outlined below, including enrollment procedures for students with disabilities, to those who meet the School's age and grade requirements, are not otherwise ineligible to enroll based on criteria in Article 33 of Title 22 or who meet the criteria in C.R.S. § 22-33-106(3)(f) in another District school. All enrollment decisions shall be made in accordance with applicable state and federal law and policy.

6.6 Enrollment Preferences, Selection Method, Timeline and Procedures.

- A. It is agreed that enrollment preferences and selection methods are left to the discretion of the School so long as School complies with requirements of state and federal law, including allowance for equal educational opportunities. In this connection, the District authorizes, but does not require, the School to submit a weighted Lottery and Enrollment Policy to CDE for

approval in connection with its Colorado Charter Schools Programs grant application and, if approved by CDE, implement such policy.

- B School agrees to adhere to the enrollment preferences, time lines, and procedures as described in Attachment 9.

6.7. Student Registration and Enrollment.

Students shall register and enroll at MA according to its procedures established pursuant to Section 6.6 above. Once enrolled, the School is responsible for maintaining, updating, and transferring student information. The School is also responsible for sharing that information with the District as appropriate under state and federal law, including FERPA, and as required in this Contract. The School shall use the District's student information system (currently Infinite Campus and Enrich) to share this information. If at any time in the future the District agrees, at its sole discretion, to waive this requirement and allow the School to use its own student information system, the School will use its own staff to timely input all necessary information into the District's student information system on or before reasonable deadlines established by the District.

6.8. Admission Process and Procedures for Enrollment of Students with Disabilities.

To ensure that the needs of students with disabilities are met, the following procedures must be followed:

- A. The School shall conduct its admission process, including any lottery or similar process, without inquiry into the disability status of students.
- B. Following receipt of an application for enrollment and, if applicable, success in any lottery or similar process, the School shall determine whether a student has been identified as a child with disabilities eligible for special education and related services pursuant to the Individuals with Disabilities Education Act, 20 U.S.C. § 1401 et seq. ("IDEA") or an individual with a disability under Section 504 of the Rehabilitation Act of 1973 ("Section 504"), and/or the Americans with Disabilities Act ("ADA"). If so, the School shall require that the student/District provide the most recent individualized education program ("IEP") or Section 504 plan.
- C. The School recognizes and agrees that it is solely and exclusively responsible for providing services and accommodations to students who have a disability within the meaning of Section 504 and the ADA, but are not eligible for special education and related services under the IDEA, and that nothing in this Contract shall be construed to require the District to provide services or accommodations to such students.
- D. When an applicant has an IEP, a screening team consisting of the School's Headmaster or designee, the School special education teacher, and a representative of the District (or BOCES), if requested, shall review the IEP or Section 504 Plan, and, if deemed appropriate,

confer with staff at the student's previous school, and shall make a determination whether the student can receive a free appropriate public education (FAPE) in the least restrictive environment at the School in its existing programs with or without reasonable accommodations. If the screening team deems it appropriate, the School in collaboration with the District (or BOCES) shall convene a complete IEP team to make the final determination. If the determination is that FAPE is not available, the student's application for admission shall be denied. Every student who is admitted with an IEP from the previous school shall be placed directly in a program that meets the requirements of such IEP, unless and until a review staffing by the IEP team is held and the IEP is changed.

- E. An application for attendance at School may be denied for a student with disabilities in the same manner and for the same reasons as such application may be denied for a student without disabilities.

6.9. Participation in Other District Programs.

No student may be jointly enrolled in the School and another District school or program without the written permission of the District and the School. Such written permission shall include the manner in which the costs of instruction shall be divided between the School and the District. Payment by the School to the District, if any, pursuant to any such agreement shall be deemed payment for a purchased service under the Charter Schools Act.

6.10. Extracurricular Activities.

Subject to the provisions of C.R.S. § 22-32-1 16.5 and this Contract, the School's students may participate in extracurricular activities at other schools in the School District provided that the prerequisites for participation are met and there is space available in the desired activity or program. Where such participation requires payment of a fee, MA or the student shall be responsible for payment of the fee, consistent with the policies and practices of MA. The School and the student shall comply with all applicable rules of the District and the school of participation; all eligibility requirements; and all responsibilities and standards of conduct, including related classroom and practice requirements. The District is not required to provide transportation of the School's students to other schools in the District to enable them to participate in extracurricular and athletic practices, rehearsals, and meetings, or to otherwise expand transportation provided for such activities and events. The School and or parents of students enrolled in the School shall be responsible for transportation for such activities for all students of the School, including students with disabilities, as necessary for such participation. In the event the District provides transportation for an extracurricular group or athletic team to participate in a competition, students of the School shall be provided District transportation from the same departure and return points as provided to the other District student participants in the activity. Nothing herein shall be construed to require modification by either party of any calendar or schedules for extracurricular programs.

MA students shall not be eligible for enrollment in academic courses at other schools on a part-time basis. Subject to the provisions of C. R.S. § 22-32-116.5, the District's students may participate in extracurricular activities at the School provided that the prerequisites for participation are met and there is space available in the desired activity or program.

6.11. Student Movement after October 1.

After October 1, any movement of students between the School and any other school, including a school serving the student's resident address that is not operated pursuant to a charter school contract, is subject to an agreement between the School and the superintendent of such school or such superintendent's designee. The School agrees to use the standard applicable administrative transfer process for such students. Requests to transfer from the School to a school serving the student's resident address shall not be unreasonably denied. Notwithstanding anything else herein, the School retains discretion to create and implement its own enrollment policies, consistent with Colorado and federal law and this Contract. See C.R.S. § 22-30.5-104(3) & 7(a). See also Section 6.6 of this Contract.

6.12. Expulsion and Denial of Admission.

The authority to hold expulsion hearings shall remain with the School's Board of Education. Where the School's Administration recommends a student for expulsion, the proceedings shall be referred to the Charter Board of Directors for handling through the School's expulsion processes. Following any decision to expel a charter school student by the Charter Board, School shall then confer with District and shall thereby specify which District school(s) the student is expelled from attending and which schools, if any, the student may attend as an alternative. Any general education services required by law to be provided to suspended or expelled students, including the cost of services through enrollment in an alternative school in the District, shall be the sole responsibility of the School. Any special education and related services required by law to be provided to suspended or expelled students shall be the sole responsibility of the School, with all costs for such services to be borne by the School. All costs for truancy shall be paid for by the School. The School shall not accept a student disenrollment in lieu of expulsion.

6.13. Continuing Enrollment.

Students who enroll in the School shall remain enrolled in the School through the twelfth grade, absent expulsion, graduation, court ordered placement, or IEP placement. Students wishing to transfer from the School to another school in the District for the following academic year may do so only through the District's within-District choice enrollment and transfer procedures.

6.14. Volunteer Requirements.

The School shall not condition the enrollment of any student on the commitment of the student's parents to provide any number of volunteer hours or on otherwise donating volunteer hours to the School.

SECTION SEVEN: EDUCATIONAL PROGRAM

7.1. Vision.

Students prepared for success in a free society, promoting civic responsibility and contributing their talents in a flourishing republic by pursuing beauty, truth, and good.

7.2. Mission.

Merit Academy will cultivate the minds and nurture the hearts of K-12 youth in the Ute Pass/Woodland Park region with instruction in the principles of moral character and civic virtue, employing honored foundations of classical education and Core Knowledge®

7.3 School Goals, Objectives and Pupil Performance Standards

- A. Student Performance. The School agrees to make incremental progress towards meeting state academic standards as defined by the Colorado School Performance Framework, as well as making incremental progress in student academic growth and growth gaps. Incremental progress in each of these indicators will be defined as progress sufficient to receive a ranking of Improvement or better. Further, the School will establish reasonable and agreed-upon academic targets in its Unified Improvement Plan and are aligned to the performance goals and objectives described in the charter application. In the event the School does not meet its annually agreed-upon targets, the School must work with the District utilizing the School's interim assessment results, to develop quarterly benchmark targets in addition to the School's UIP targets.
- B. Accreditation. The School shall be accredited in accordance with written District guidelines and state law. The School acknowledges that these indicators may change over time and that the District agrees to provide the School with opportunity for input into any proposed changes before they are finalized. The School shall comply with the educational accountability and or accreditation provisions of Colorado law, as amended from time to time, including but not limited to: the Educational Accountability Act of 2009, C.R.S. §§ 22-7-101 et seq; the Education Reform Act, C.R.S. §§ 22-7-401 et seq.; the School Accountability Reporting Act, C.R.S. §§ 22-7-601 et seq.; Educational Accreditation Act of 1998, C.R.S. §§ 22-11-101 et seq.; and 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.
- C. Identification for Support and Improvement Under ESSA. If the School has been identified or targeted for support and improvement, it must promptly address the areas identified as deficient.
- D. Finance, Governance, and Operations Standards. The School shall meet or exceed state standards for charter schools in the areas of finance, governance and operations.

- E. Opportunity for Comment. Reasonable progress towards all goals in this Contract shall be evaluated through the Colorado School Performance Framework, any additional federal requirements, and any other agreed-upon measures and metrics. The School will be given an opportunity for input and comment before the District finalizes its assessment of the School's achievement on the objectives listed above.
- F. Student Welfare and Safety. The School shall comply, except as waived, with all District approved policies and regulations, and comply with all applicable federal and state laws, concerning student welfare, safety and health, including, without limitation, District policies and laws addressing the reporting of child abuse, accident prevention and disaster response and laws governing incidents of school violence under C.R.S. § 24-10-106.3, and any state regulations governing the operation of school facilities.
- G. Academically Exceptional Students. The School shall identify academically low-achieving, at-risk students, gifted and talented, and other "exceptional children" as defined by law, including in regulations adopted by the State Board, and shall provide its educational program to these students in a manner that appropriately serves their needs in accordance with applicable law and this Contract.

7.4 Educational Program Characteristics.

The School shall implement and maintain the following characteristics of its educational program

- A. Parent/Guardian Choice. We are honored to provide another choice for parents to educate their children.
- B. Academic Growth. Student academic growth is deeply important. We follow a curriculum that provides a rich, liberal arts education for all students. This curriculum aligns with the Colorado standards as detailed in the Core Knowledge/Colorado Standards Alignment document completed by the League of Charter Schools and adopted by the School. Monitoring both performance and growth assures a focus on academic rigor for each child.
- C. Positive Character Development. Moral development of our students is a critical part of our mission. Character education is deeply embedded in the day to day teaching whether it is talking about the character traits of historical figures being studied or comparing and contrasting traits of characters in a story. Character traits are talked about daily, recognized at the classroom and school level, and constantly reinforced by all staff. In order to recognize the importance of Character at the school level, the School will reward Character each month through core virtue assemblies or other avenues of awards.
- D. Economic Sustainability. We pledge to be prudent managers of public funds to ensure long-term educational effectiveness. We involve parents and staff in many decisions and advise them on situations regarding effective use of the resources we have.

- E. School Development. Offering the choice of our vision and mission to other families provides wonderful opportunities for parents and staff. We are a mobile society and school choice ensures that parents and staff have access to the type of educational environment they desire.

7.5 Curriculum, Instructional Program, and Pupil Performance Standards.

The School shall have the authority and responsibility for designing and implementing its educational program, subject to the conditions of this Contract. The educational program, pupil performance standards and curriculum designed and implemented by the School shall meet or exceed any content standards adopted by the state, shall be designed to enable each pupil to achieve such standards, and shall be consistent with the School's vision and mission.

7.6 On-Line Programs.

The School's educational program as contained in the Application does not include an on-line program pursuant to C.R.S. §§ 22-30.7-101 et seq and the School is accordingly prohibited from offering such online programs, unless environmental or pandemic circumstances warrant such programming on a temporary basis, not to extend beyond the then current school year without District approval.

7.7 Graduation Requirements.

The School will adopt and follow the graduation requirements that meet Colorado's Higher Education Admissions Recommendations (HEAR) and align with the School's Mission and Vision.

7.8 Tuition and Fees.

- A. Tuition. The School shall not charge tuition, except as otherwise provided in C.R.S. § 22-20-109(5), C.R.S. § 22-32-115(1) and (2) and C.R.S. § 22-54-109, other than for before and after school programs or as otherwise permitted by law.
- B. Fees. Student fees may be charged by the School so long as in accordance with applicable Colorado law, including but not limited to the provisions of C.R.S. § 22-32-110(1)(o) & (p) and C.R.S. § 22-32-117.
- C. Indigent Students. The School shall waive all fees for indigent students in accordance with applicable federal and state law. On all fee lists and schedules, the School shall include notification of the policy of waiver of fees for indigent students. The School shall survey its student population for eligibility for free and reduced-price lunches under federal guidelines in accordance with State Board regulations.

7.9 English Language Learners.

The School shall provide resources and support to English language learners. The School shall use the District's hiring qualifications for teaching staff (ex. Culturally and Linguistically Diverse endorsement from CDE) and English Language Development (ELD) programming model to ensure that English language learners are given meaningful access to grade level content, acquire proficiency in English, and achieve grade level standards. The School is responsible for hiring qualified staff to implement ELD programming. The School shall follow the District's procedures for identifying, assessing, monitoring and exiting English language learners. The School may use its per pupil allocation of the state English Language Proficiency Act (ELPA) funds toward the salary and benefits of the ELA specialist.

7.10 Gifted and Talented Students.

The parties agree that the School's curriculum offers the potential of meeting the needs of students identified as gifted and talented. The District agrees to flow through to the School, on a per pupil basis, any state or federal funds received and granted to support such a program for those the School students who are properly identified and qualified using statutory criteria for the identification of such students.

7.11. Students with Disabilities

- A. Students with 504 Plans. The School recognizes and agrees that it is solely and exclusively responsible for providing services and accommodations to students who have a disability within the meaning of Section 504 and the ADA but are not eligible for special education and related services under the IDEA, and that nothing in this Contract shall be construed to require the District (or BOCES) to provide services or accommodations to such students. The School agrees to follow District (or BOCES) policies in identifying students who are Section 504-eligible and providing those students with FAPE, including services and accommodations required by Section 504.
- B. Students with IEPs. The School agrees to comply with all District (and BOCES) policies and the requirements of federal and state laws and regulations/rules concerning the education of IDEA-eligible students with disabilities and shall provide special education programs and services at a level consistent with other schools in the District serving the same grade levels. The School, like other District schools, does not offer a full continuum of special education services on site. Special education services at the School shall be commensurate with those provided at other District schools. Every student who is admitted with an IEP from a previous school shall be placed in a program that meets the requirements of such IEP.

Specific services for students with more significant needs may not be available at the School. For residents of the District, such services are available at designated school sites or through an out-of-district placement. For non-resident students, provision of such services is the responsibility of the Administrative Unit of residence.

- 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, per 7.11(B) and 6.8(D).
- D. The School shall implement a plan for meeting the needs of students with disabilities in accordance with all applicable state and federal laws, regulations. District (and BOCES) policies and procedures. Any material changes to the plan for serving students with disabilities, such as a change in placement to a more restrictive setting, may be made only with the approval of the District (or BOCES). If after enrolling a resident student and receiving per pupil revenue for the student based on October count funding, the School determines that it is unable to provide a FAPE, and the student is transferred into a more restrictive placement at another District school or a Separate School or Homebound placement, the School shall be responsible for the actual costs (less any state and federal funding actually received by the District for the student) associated with providing the student with FAPE for the remainder of the school year.
- E. The School shall assign special education teachers, related service providers and other support staff as necessary to meet student needs, which staff shall be licensed in accordance with federal requirements and Colorado law.
- F. The School agrees to promptly notify the District (and BOCES) of all charges, complaints or investigations concerning students with disabilities initiated by the U.S. Department of Education Office for Civil Rights (OCR). CDE's State Complaints Officer, IDEA due process proceedings, or other allegations brought in federal or state court relating to students with disabilities enrolled at the School. The School shall be responsible for providing and paying the cost of defense of any and all charges, complaints or investigations concerning special education at the School and shall be primarily responsible for managing the defense of and settlement of any such claims in cooperation with the District. The School agrees to indemnify and hold harmless the District from any and all liability, claims, and demands arising from or relating to the education of students with disabilities at the School.
- G. Pursuant to §§ 22-30.5-503(3) and 22-20-106, C.R.S., the District (or BOCES) serves as the Local Educational Agency ("LEA") and Administrative Unit ("AU") with oversight authority for delivering special education services to the School. The School will take direction from and work collaboratively with the District (or BOCES) with regard to the permission of special education services, evaluations and concerns, and shall provide for the attendance of any School employees who should be present at any meetings at which IEPs are developed or modified. If the School and the District (or BOCES) disagree as to the correct interpretation or application of a statute or regulation concerning the education of students with disabilities, the District's (or BOCES's) position shall control.
- H. The District (and BOCES) 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 District's (or BOCES's) Director of Special Education, or designee, shall maintain the

same oversight responsibilities and authority as in all other the District Schools. The School shall use the District (or BOCES) 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 District (or BOCES) or the School may identify from time to time changes to the educational program of the School that are reasonably necessary to comply with applicable law for educating students with disabilities. After good faith discussion of these changes with the School, the District (or BOCES) 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.

- I. The School's special education teachers and all related service providers are required to participate in compliance-oriented training and meetings sponsored by the District (or BOCES). Newly hired special education teachers shall participate in a state-approved induction program.
- J. The District (and BOCES) uses an online Individual Education Program (IEP) data management system to provide a standardized format for the IEP process and in meeting accountability requirements for special education. The School agrees to use the same data management system used by the District (and BOCES). If at any time the District agrees to allow the School to use its own data management system, the School will use its own staff to timely input all necessary IEP-related documents into the District's (and BOCES 's) data management system on or before reasonable deadlines established by the District (and BOCES).
- K. The School must report to the District (and BOCES) its anticipated budgetary allocation and hiring plan for all special education teachers and related service providers who will be employed for the following year. Such staffing plan must be adequate to implement the IEPs of students enrolled in the School. 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.
- L. On an ongoing basis, the District (and BOCES) will assess the performance of the School with regard to special education. If -in the District's sole discretion -the District finds the School's performance with regard to special education to be deficient pursuant to state and federal law, the District may take remedial steps. Such steps may include, but will not be limited to, increasing the District's level of oversight of the School. Should the District determine that any remedial steps are necessary, the District will oversee implementation of these steps. In the instance where the District takes on responsibility for tasks that would otherwise be carried out by the School due to noncompliance, the District may retain commensurate funds for District (and BOCES) staffing and resources expended on such tasks. 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.

SECTION EIGHT: FINANCIAL MATTERS

8.1 Revenues/Funding

- A. During the term of this Contract, the Parties agree that the District shall provide funding to the School in the amount of one hundred percent (100%) of the per pupil revenues ("PPR"), as defined by C.R.S. § 22-30.5- 11 2(2)(a.5)(11), for each funded FTE pupil enrolled at the School, plus any applicable capital construction revenue payments pursuant to C. R.S. §22-54-124, minus the following: (a) the actual amount of the School's per pupil share of the actual central administrative overhead costs of the District (up to five percent of PPR), as provided by law, (b) deductions for purchased services as agreed to in writing by both parties, and (c) other deductions as provided herein, and shall be adjusted as provided herein. Any subsequent CDE audits of District pupil counts and per pupil revenue that impact the funding received by the School shall be reflected as an adjustment to subsequent payments from the District to the School.

The District, upon request of the School, shall allow the School to contest any adverse count audit in the name of the District through the administrative appeals process. The District may make financial adjustments effective as of the date of any final audit report, notwithstanding an administrative appeal.

The District shall provide to the School an itemized accounting on the calculation of all of its central administrative costs within 90 days after the end of the fiscal year as required by law. The actual central administrative overhead costs shall be the amount charged to the School. Any difference between the amount initially charged to the School or withheld by the District, and the actual cost of such overhead administrative costs shall be reconciled and paid to the owed party, up to the 5% cap referenced above.

- B. Financial Adjustments. Any CDE audits of district pupil counts and per pupil revenue that impact the funding received by the School shall be reflected as an adjustment to subsequent payments from the District to the School, spread out over the remaining months in the school year, rather than as a "lump sum" in any one month's distribution.
- C. The School shall receive a proportionate share of funding provided under the Exceptional Children's Education Act, C.R.S. §§ 22-20-10 I et seq. ("ECEA") and the Individuals with Disabilities Education Act, §§ 20 U.S.C. 1401 et seq. ("IDEA"), for special education, calculated in accordance with the following formula:

$$\frac{\text{Total District ECEA \& IDEA Revenue} \times \text{Number of Identified Students at the School}}{\text{Total of Identified Students in the District}}$$

Such funding shall be provided upon receipt by the District (or BOCES) for each year this Contract is in effect. The School shall provide and bear the cost of special education services at the School at a level comparable to schools in the District serving the same grade levels, in the School's existing programs with reasonable accommodations as needed, including related services and required paraprofessional support. The District (or BOCES) will provide access to trainings, professional development, systematic support and guidance for special education, while the School will hire its own special education teacher(s) subject to review of licensing. In addition, the District (or BOCES) will provide oversight and support from central administrators and access to District-wide (or BOCES provided) special education programs. As consideration for the District's (or BOCES's) assumption of these responsibilities, the School shall pay the District its proportionate share of indirect costs based on total enrollment, including administration, relating to the District's (or BOCES) special education program. The School and the District shall reasonably cooperate with each other in connection with defense of special education administrative complaints; however, the School remains responsible for the costs of all awards, judgments, settlements and reasonable costs, expenses and attorney fees incurred by the District (or BOCES) in connection with such matters. The School will provide the District (and BOCES) with evidence that special education service providers meet educational and certification or licensing requirements of state law, documentation of the nature and duration of services provided for each student with disabilities by such service providers, and other information required to complete applications for federal and state funds for students with disabilities.

- D. Mill Levy Funds. Sales Tax Funds. and Capital Expenditures. The District shall pay to the School its proportionate share of the Mill Levy Override Funds for which it is eligible. Similarly, the District shall pay to the School its proportionate share of any sales tax or soft tax identified for schools, district, or educational purposes, including facility improvements or operations. After first using the sales tax revenues it receives to satisfy all annually appropriated principal and interest payments associated with the District's Certificates of Participation and the administrative fees charged by the governing taxing entity, the District shall pay to the School its proportionate share of any remaining sales tax or soft tax revenues the District receives for schools and education, if any. The School agrees to use such funds in accordance with District guidelines and applicable law. Funds shall be made available to the School on the same schedule that they are made available to other District schools. The Parties agree to coordinate their communications that are directed to the City of Woodland Park, Teller County, or any local voters of the District to emphasize the Parties' mutual interest in access to funding to support all of the public schools in the District, including the School.

E. Bond and Mill Levy Funds

- i. Bond Issues. Pursuant to C.R.S. §22-30.5-404, the District shall allow for representation by charter schools on the District's long-range planning committee and any committee established by the District to assess and prioritize the District's capital construction needs and shall notify charter schools of the committee's meeting

schedule. School and other District charter schools shall cooperate in determining the person or persons who will represent the interests of charter schools on the committee. In the event that the District hereafter considers an election issue for bonded indebtedness, the District shall invite each District charter school to participate in discussions regarding the possible submission of such a question at the earliest possible time but no later than June 1 of the applicable election year. The School may ask the District to include the capital construction needs of the School in such question, and if it determines not to include the same the School may request the District to separately submit a question for the voters that includes capital construction needs of the School in accordance with current C.R.S. §22-30.5-404 and 405.

- ii. Mill Levy. Pursuant to C.R.S. §22-30.5-118 and C.R.S. §20-30.5-119, if the District has a planning committee regarding a potential Mill Levy ballot question for the electorate, the District must allow the charter schools authorized by the District to have at least one representative on the District's planning committee. The District must notify the charter schools of the planning committee's meeting schedule. The School shall determine the School's representative. The District shall invite each charter school in the District to participate in any discussions about submitting a ballot question to authorize additional local revenues at least by June 1st of the election year. The District shall pay to the School its proportionate share of the Mill Levy Override Funds or Sales Tax (or other soft tax) as approved by the District's Board of Education. The School agrees to use such funds in accordance with District guidelines. Funds shall be made available to the School on the same schedule that they are made available to other District schools.

Additional local revenues that the School receives as a result of inclusion in a District or other educational funding ballot question are in addition to, and do not replace, the moneys the School receives from the District pursuant to C.R.S. §22- 30.5.112 to §22-30.5-112.3.

- F. Federal Categorical Aid. Each year the District shall provide to the School the School's proportionate share of applicable and eligible federal ESSA funding (e.g., Titles I through V) received by the District for which the School is eligible. Schools are eligible for such funds upon approval of their plans for such funds either by the District or CDE as required. Funds shall be distributed on a documented expenditure reimbursement basis on a monthly interval as long as the School provides the District with the required documentation.
- G. State Categorical Aid. On or before January 15 of each school year, the District shall provide to the School the School's proportionate and applicable share of applicable state categorical aid (e.g., English Language Proficiency, Gifted and Talented, capital construction funds, or transportation funding) received by the District for which the School is eligible. Schools are eligible for such funds upon approval of their plans for such funds

either by the District or CDE, as required or evidence of students enrolled in the School that are eligible for such funds.

- H. Significant Changes to the Public-School Finance Act. The Parties agree that if the Public School Finance Act of I 994, C.R.S. § 22-54-101 et seq., is significantly changed, then the Parties will re-negotiate the financial portions of this Contract that are affected so that they align with the new public school finance law.

8.2 Disbursement of Per Pupil Revenue

- A. Commencing on July 1 of each fiscal year of the Contract term, the District per pupil revenue funding under this Section will be made available to the School in monthly installments on the 25th of each month, subject to annual appropriation and the District's receipt of the funding, adjustments, deductions and annually contracted services as set forth in Attachment 10 and as provided in this Contract. The School District will transfer and deposit such monthly payments into a separate account established by the School in the financial institution of its choosing.
- B. Adjustment to Funding: The District's disbursement of funds shall be adjusted as follows: December 15 of each year, funding may be revised on the number of FTE pupils actually enrolled at the School as determined at the October 1 count and included in the official membership count, and to reflect any change in PPR, positive or negative, so that the overall funding for the year is equal to PPR provided for in the District and not otherwise deducted. Funding may also be adjusted for any services provided by the District under this Contract. In addition, to the extent that the District experiences any reduction or increase in state equalization support by a legislative rescission or other action, proportionate reductions or increases shall be made to the School's funding.
- C. Budget. The School shall prepare and administer its budget in accordance with the laws and regulations governing charter school budgets and the state mandated chart of accounts. The School shall present its balanced budget to the District on or before June 1st of each year, so that the District can review the School's balanced budget for the upcoming fiscal year in order that the amounts may be coordinated in conjunction with the District's and the School's budget development and adoption process. Any significant changes in adjustments in the amounts withheld by the District for special education, support and access to District-wide programs, central administrative overhead costs, other direct purchases of services and agreed direct costs necessitated by changes in revenue and/or expenses shall be memorialized in writing. The School's provision of its balanced budget and any subsequent approved revisions shall be submitted to the District along with the Charter Board's resolution approving the budget or budget revision.

8.3. Enrollment Projections.

The School shall provide the District with its latest and best estimates of its anticipated enrollment (broken down by funded and unfunded) for the next school year by March 15, along with any discussion or plans under consideration for any increase or decrease of enrollment greater than ten percent (10%) of the official enrollment for the current school year. The Parties agree that the purpose of this Section is to provide information to allow the District to prepare its future budgets, and that any information provided under this Section shall not be used by the District for the purpose of restricting MA's enrollment or otherwise inhibiting the growth of MA.

8.4. TABOR Reserve.

School's ending fund balance shall comply with the emergency reserve requirements of Article X, Section 20 of the Colorado Constitution ("TABOR Reserve"). The School will establish a TABOR Reserve account and ensure that balances are appropriate, in keeping with Colorado Constitutional requirements and consistent with state and District policies and law.

8.5. Contracting.

The School shall not extend the faith and credit of the District 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 District, and MA's authority to contract is limited by the same provisions of law that apply to the District. Unless otherwise agreed in writing by the District, each contract or legal relationship entered into by MA, where feasible, shall include the following provisions:

- A. The contractor acknowledges that MA is not an agent of the District, and accordingly contractor expressly releases the District from any and all liability under this agreement.
- B. Any financial obligations of MA arising out of this agreement are subject to annual appropriation by its Board of Directors.

8.6 Annual Audit and Trial Balance.

- A. Annual Audit. The School will undergo an independent, outside governmental audit by a certified public accountant, selected by the School, of its financial and administrative operations on an annual basis, in accordance with state and CDE rules and regulations. The results of the audit shall be provided to the School District in written form by October 15 of each year and shall be published and posted as required by law. The School will bear the costs of its independent audit. The final audit shall be provided to the District on or before October 31. If, for causes within the School's control, the audit is not provided to the District by October 15 and October 31 of each year as outlined above, it shall be considered a material breach of contract, and the School shall have ten (10) business days, or such other time as the Parties may agree, to cure such breach. If the failure to provide the audit to the District by October 31 is due to causes beyond the School's control, the School shall nevertheless use its best efforts to provide the audit to the District at the earliest possible time. The School shall comply with all deadlines as set by CDE and the District. Any requests for extensions must be approved by the District.

- B. Trial Balance. The School shall transmit the final trial balance to the District using the CDE chart of accounts with the submission of the annual audit in accordance with the dates and procedures outlined above.

8.7. Quarterly Reporting.

The School shall prepare quarterly financial reports for the District in compliance with C.R.S. §22-45- 102(1)(b) and post required reports pursuant to C.R.S. §22-44-301 et seq. Such reports shall be submitted to the District electronically to the Superintendent or designee no later than thirty (30) days following the end of each quarter except that all fourth quarter and year end reports shall be submitted with the annual independent financial audit.

8.8. Non-commingling.

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. When the School submits its annual audit, the School shall certify that assets, funds, liabilities and financial records of the School have been kept separate from assets, funds, liabilities and financial records of any other person, entity, or organization, including any EMP with which School has an agreement.

8.9 Loans.

No loans may be made by the School to any person or entity (other than an affiliated entity) for any purpose without District approval.

8.10. Direct Costs/District Services.

The School shall be responsible for all costs associated with its operations, including the cost of contracting for goods and services. The School may purchase from the District the services and materials specified in Attachment 10 at the costs as calculated in accordance with provisions of the Charter Schools Act. Costs shall be re-determined each subsequent year this Contract is in effect and attached as an addenda to Attachment 10. Annually, when adopting its budgets, the School will commit to purchasing the services it selects from the District for the entire budget year. If the School wishes to terminate a contracted service during a budget year, it may do so by mutual agreement with the District. Costs shall be adjusted annually by the District based upon its then-current budget and reconciled to actual costs within ninety (90) days after the end of each fiscal year as required by C.R.S. §22-30.5-1 12(2)(a.4), and any difference between the amount initially charged to MA and the actual cost shall be paid to the owed party. If the School does not purchase optional services, it shall be responsible for performing those activities or services itself, in the manner required by law for other schools in the school district, unless otherwise waived. The Parties acknowledge and agree that the provision of services, whether there are charges for such services, and the amount of charges for such services, may be negotiated at the end of each fiscal year for the immediately following fiscal year. The parties mutually recognize that the District is barred from withholding funding for direct costs unless the

payment of such costs has been negotiated and memorialized in writing prior to the beginning of each fiscal year.

SECTION NINE: PERSONNEL

9.1. Employee Matters.

The parties agree that teachers and other staff employed at the School are employees of the School and are not employees of the District. The School is solely responsible for selecting, supervising, disciplining, determining compensation for, and terminating its employees. No person employed by the School shall be considered an employee of the District by virtue of such employment, and the District shall have no liability or responsibility for such persons. The Parties acknowledge that full-time employees are under contract, and, as such, may not be employed by or provide contract services for the other Party during the school year. Both Parties agree that they shall not interfere with the employment relationship of full-time employees by soliciting them for employment or contract services for the other Party during the school year. Neither Party shall have any obligation to employ employees who are released from or leave the School or the District.

- A. **Hiring of Personnel.** All persons who perform services as an employee for the School shall be considered "at-will" employees of the School unless otherwise expressly agreed by the Charter Board. Personnel may be selected by the School subject to compliance with all state and federal rules and regulations, including, without limitation, requirements concerning the recruitment of applicants and the use of background and criminal checks, unless a specific waiver is obtained from the State Board of Education or other proper authority. The School may terminate the employment of any personnel without cause and for any reason not prohibited by law.
- B. **Employee Compensation, Evaluation, and Discipline.** Personnel at the School will be employees of the School, unless otherwise agreed by the Charter Board. The School shall adopt written policies in compliance with federal and state law concerning the recruitment, promotion, discipline, and termination of personnel; methods for evaluating performance; and a plan for resolving employee-related problems, including complaint and grievance procedures. Final administrative appeals in matters regarding employment and employee discipline shall be determined by the Charter Board and not by the District's Board. Nothing in this Section shall be construed to alter the at-will status of any employee of the School.

The School shall immediately notify the District and other appropriate authorities, in accordance with state law, of discipline of employees at the School arising from misconduct or behavior that may have resulted in harm to students or others or that may be constituted violations of law or applicable District policy/regulations.

9.2. Instructional Providers.

The School shall employ or otherwise utilize in instructional positions those individuals who the School deems are qualified, consistent with applicable state and federal law (unless waived) as applied to Colorado charter schools, not school districts.

9.3. Background Checks, Fingerprinting.

The School or its EMP, as directed by the School, shall establish and implement procedures to assure that background checks (including a check for a criminal record) of all employees are conducted to the extent required by applicable laws, rules and regulations. See C.R.S. §§ 22-30.5-110.5 & -110.7. The School shall also ensure that all independent contractors and companies that place employees in the School complete the above requisite background checks.

SECTION TEN: FACILITIES

10.1. School Facilities.

The District owns the facility located at 500 (aka 600) E. Kelley's, Woodland Park, CO 80863. This campus is leased to the School pursuant to the District-Charter Lease Contract (hereinafter referred to as the "Lease Contract"). The School shall have full use of the facility and grounds for its educational purposes, including extra-curricular activities and events, and shall be responsible for all costs and decisions related to the operation, maintenance, renovations, construction, and improvement of the campus, as detailed in the Lease Contract. The School shall ensure that the facility complies with all applicable health, safety, and educational standards. The School shall ensure that the value and/or integrity of the facility shall not be decreased as a result of any action or inaction taken by the School.

10.2. Impracticability of Use.

If use by the School of a facility is rendered impracticable by any cause whatsoever, or if the funds necessary to construct/renovate or upgrade a facility cannot be secured, the District shall not be obligated to provide an alternative facility for use by the School to operate. However, should such impracticability occur, the District will look favorably toward allowing MA the use of under-utilized District facilities until such time as the impracticability condition is corrected.

SECTION ELEVEN: CHARTER RENEWAL, REVOCATION AND SCHOOL-INITIATED CLOSURE

11.1. Renewal Process.

The School shall submit its renewal application no later than December 1st of the year prior to the year in which the School's charter expires. At least fifteen (15) calendar days prior to the date on which the District Board will consider whether to renew the charter, District personnel shall

provide to the District Board and School a written recommendation, including the reasons supporting the recommendation, concerning whether to renew the charter. The District Board shall rule by resolution on the renewal application no later than February 1 of the year in which the charter expires, or by a mutually agreed upon date following a public hearing where the School shall have the opportunity to address the District Board about its renewal request. If the Board of Education decides to not renew the Contract, it shall detail the reasons in its resolution with reasonable specificity and all such reasons must be supported by evidence and consistent with applicable law including the Act.

11.2. Renewal Application Contents.

In addition to contents required by law, the renewal application may include comments and additional information provided by the School about its progress toward meeting the District's accreditation indicators. The format of the renewal application shall be provided to the School by the District prior to September 1 of the year in which the application is due.

11.3. Criteria for Renewal or Non-renewal and Revocation.

The District may terminate, revoke or deny renewal of the Contract for any of the grounds provided by state law. C.R.S. § 22-30.5-110(3), as they exist now or may be amended, or material breach of this Contract. Grounds for termination, revocation, or denial also include, but are not limited, to the following:

- A. Pursuant to C.R.S. §22-11-2 I 0(1)(d), the School is accredited with a priority improvement plan or turnaround plan for a combined total of five (5) consecutive years or any lesser number of years established by the State Board of Education after which closure or restructuring is required.
- B. The School is accredited with a turnaround plan and does not attain a higher accreditation rating at its next performance review in accordance with C.R.S. §22-11-406(3).

11.4. Termination and Appeal Procedures.

The District shall provide the School written notice of the grounds for termination and the date of the termination hearing before the District Board. Prior to providing this notice, the District shall, to the extent practicable, send the School a notice of concern and a notice of breach, the content of which are described in Section 3.2. Termination shall not take effect until the School has exhausted its opportunity to appeal such decision to the State Board of Education. The District may impose other appropriate remedies for breach (see Section 3.2).

11.5. School-initiated Closure.

Should the School choose to terminate this Contract before the end of the Contract term, it may do so in consultation with the District at the close of any school year and upon written notice to

the District given at least ninety (90) days before the end of the school year. Notice would ideally be given by January 1 to allow families to take advantage of district choice enrollment dates.

11.6. Dissolution.

In the event the School should cease operations for whatever reason, including the non-renewal or revocation of this Contract, the School agrees to continue to operate its educational program until the end of the school year or another mutually agreed upon date. The District shall supervise and have authority to conduct the winding up of the business and affairs for the School, provided, however, that in doing so, the District does not assume any liability incurred by the School beyond the funds allocated to it by the District under this Contract and state law. Should the School cease operations for whatever reason, the District maintains the right to continue the School's operations as a District facility until the end of the school year, without acquiring any equity interest in any facilities if such facilities are held by a related Building Corporation, under lease to the School. The District's authority hereunder shall include, but not be limited to:

- A. The return and/or disposition of any assets acquired by donation or purchase by the School during the time of its existence, subject to the limitations of Section 11.7 below, and
- B. Reassignment of students to different schools within the District. School personnel and the School's Board of Directors shall cooperate fully with the winding up of the affairs of the School including convening meetings with the parents at the District's request and counseling with students to facilitate appropriate reassignment.

11.7. Return of Property.

In the event of termination or dissolution, all property owned by the School that was purchased in whole or in part with funding provided by the District, including, but not limited to, real property, shall be returned to and shall remain the property of the District. All non-consumable grants, gifts and donations of assets purchased from these revenue sources shall be considered the property of the School unless otherwise identified by the donor in writing. Assets not purchased with public funding provided by the District may be donated to another mutually agreeable not-for-profit organization.

11.8 Alternative Authorization

Notwithstanding any other provision in this Contract, the School may seek alternate authorization through another charter school organizer, in the School's sole discretion, and if such authorization is approved, it shall extinguish any further obligations of the School under the Contract, effective as of the date of the alternate authorization. For the avoidance of doubt, the District understands, acknowledges and agrees that its consent is not required as a prerequisite to the School seeking authorization with another authorizer under this Section.

SECTION TWELVE: GENERAL PROVISIONS

12.1. Order of Precedence.

In the event of any conflict among the organic documents and practices defining this relationship, it is agreed that the Contract shall take precedence over policies of either Party and the Application, applicable policies of the District that have not been waived shall take precedence over policies and practices of the School and the Application, and policies of the School or mutually-acceptable practices developed during the term of the Charter Contract shall take precedence over the Application.

12.2. Amendments.

No amendment of the Contract shall be valid unless ratified in writing by the District Board and the Charter Board and executed by authorized representatives of the Parties.

12.3. Merger.

This Contract contains all terms, conditions, and understandings of the Parties relating to its subject matter. All prior representations, understandings and discussions are merged herein and are superseded by this Contract.

12.4. Non-assignment.

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

12.5. Governing Law and Enforceability.

This Contract shall be governed and construed according to the Constitution and laws of the State of Colorado and applicable federal laws of the United States. If any provision of this Contract or any application of the Contract to the School is found contrary to law, such provision or application shall 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 or the parties do not successfully negotiate a replacement provision. The Parties agree, upon the request of either, to meet and discuss in good faith any material changes in law that may significantly impact their relationship.

12.6. No Third-party Beneficiary.

The enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the District and the School. Nothing contained in this Contract shall 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 person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.

12. 7. No Waiver.

The Parties agree that no assent, express or implied, to any breach by either of them of any one or more of the covenants and agreements expressed herein shall be deemed or be taken to constitute a waiver of any succeeding or other breach.

12.8. Notice.

Any notice required or permitted under this Contract shall be in writing and shall be effective upon personal delivery (subject to verification of service or acknowledgment of receipt) or five (5) days after mailing when sent by certified mail, postage prepaid, to the established address of the School's prime operating facility, in the case of notice being sent to the School, to the Headmaster at 500 E. Kelley's Rd., Woodland Park, CO 80863 or to the Superintendent at the District's Administrative Offices, 155 Panther Way, Woodland Park, CO 80863 in the case of notice being sent to the District. Either Party may change the address for notice by giving written notice to the other Party.

12.9. Severability.

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

12.10. Interpretation.

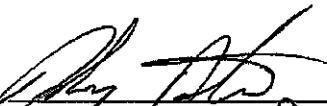
In the event of any disagreement or conflict concerning the interpretation or enforcement of this Contract, the Application, and District policies, regulations, procedures or other requirements. other than those for which waivers have been granted, it is agreed that the provisions of this Contract and District policies regulations shall control over the Application, and that compliance by the School shall be required and measured in the same manner as may be applied and expected by the District of a majority of its other schools.

[Signature Page Follows]

IN WITNESS HEREOF, the Parties have executed this Contract as of the date first above written.

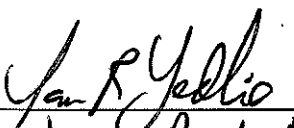
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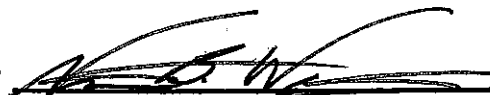
WOODLAND PARK SCHOOL DISTRICT

By:  8-15-25
Name: MICKEY BATES
Its: PRESIDENT

SCHOOL:

MERIT ACADEMY

By:  8-15-25
Name: Jason R. Ledlie
Its: President

By: 
Name: Nicole B. Waggoner
Its: Secretary