

**ATTACHMENT 2: MERIT ACADEMY ARTICLES OF INCORPORATION AND
BYLAWS**

ARTICLES OF INCORPORATION
OF
MERIT ACADEMY

The undersigned adult natural person(s), acting as incorporator(s), and the Founding Board of Trustees, as U.S. citizens, hereby establishes a nonprofit corporation pursuant to the Colorado Nonprofit Corporation Act and adopts the following articles of incorporation:

ARTICLE I

Name

The name of the corporation is MERIT ACADEMY

ARTICLE II

Location

2.1 Office The corporation's principal office shall be fixed and located in the County of Teller, State of Colorado, as the Board of Trustees ("Board") shall determine.

2.2 Mailing The corporation's mailing address is: P.O. Box 363 Woodland Park, CO 80866

ARTICLE III

Registered Agent

The name and mailing address of the initial registered agent of the corporation is Nicole Waggoner, 45 Leisure Ln., Woodland Park, CO 80863

ARTICLE III

Purposes

Said organization is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to organization that qualify as exempt organizations described under Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code.

ARTICLE IV

Powers

To perform all other acts necessary or incidental to these purposes and to do what is deemed necessary, useful, advisable, or conducive, directly or indirectly, to carry such purpose, as set forth in these Articles of Incorporation, including the exercise of all other power and authority enjoyed by corporations by virtue of the provisions of the Colorado Revised Nonprofit Corporation Act, subject to the limitations of Section 501(c)(3) of the Internal Revenue Code and the terms of the corporation's charter approval and charter contract.

At any time that the corporation is a Charter School within the meaning of the Act, the corporation shall not engage in any transactions prohibited by the Act and shall otherwise comply with the Act. Nor shall the Corporation possess nor exercise any power or authority, whether expressly, by interpretation, or by operation of law, that will or might prevent it at any time from qualifying and continuing to qualify as a corporation described in Section 501(c)(3).

ARTICLE V

Members

5.1 Members The corporation shall have no voting members, nor membership rights as defined in the Colorado Revised Nonprofit Corporations Act, but the participation of interested persons in the corporation's affairs may be provided for in the bylaws.

5.2 Stock The corporation shall have no capital stock.

ARTICLE VI

Board of Trustees

The management of the affairs shall be vested in the Board of Trustees, except as otherwise provided in the Colorado Nonprofit Corporation Act, these Articles of Incorporation, or the Bylaws of the corporation. The number of directors, their classifications, their terms of office and manner of their election or appointment, except for the initial board of trustees, shall be determined according to the bylaws of the corporation.

ARTICLE VII

Benefits

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article III hereof. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of this corporation.

ARTICLE VIII

Bylaws

The initial bylaws of the corporation shall be adopted by the board of trustees. The board of trustees shall have authority to alter, amend, or repeal the bylaws and adopt new bylaws. The bylaws of the corporation shall, at no time, have effect of giving any director or officer of the corporation any proprietary interest in the corporation's property or assets, whether during the term of the corporation's existence or as an incident to its dissolution.

ARTICLE IX

Amendments

Any amendment to these articles of incorporation shall be made by adoption of each amendment by the majority approval vote of board of trustees.

ARTICLE X

Dissolution

Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code and as provided by Colorado law for dissolution of nonprofit corporations.

ARTICLE XI

Incorporator

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

Nicole Waggoner
45 Leisure Ln.
Woodland Park, CO 80863

Dated this 5th day of August, 2020
Amended this 4th day of December, 2020

BYLAWS
OF
MERIT ACADEMY

A Colorado Nonprofit Corporation

ARTICLE I

General

- 1.1 Name. The name of this corporation is Merit Academy.
- 1.2 Purpose. The Corporation is organized exclusively for educational purposes within the meaning Section 501(c)(3) of the Internal Revenue Code and in accordance with the laws of the State of Colorado, specifically, the Colorado Nonprofit Corporation Act.
- 1.3 Office. The principal office shall be fixed and located in the Woodland Park School District, RE-2, in the County of Teller, State of Colorado, as the Board of Directors ("Board") shall determine. The Board is granted full power and authority to change the principal office from one location to another within the County of Teller, State of Colorado.
- 1.4 Members, Stock & Seal. The corporation shall have no members, no stock and no seal.
- 1.5 General Powers. The corporation shall have all the powers granted non-profit corporations under the Colorado Revised Nonprofit Corporations Act and Section 501(c)(3) of the Internal Revenue Code, and all powers granted to charter schools under the Colorado Charter Schools Act, and all powers appropriate to a nonprofit corporation or charter school provided for in other laws of the State of Colorado now in effect or hereinafter enacted. Merit Academy ("Corporation" or "School") will self-manage as a charter school.

ARTICLE II

Board of Directors

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

- Establishing general policies for the school;
- Approving the school budget;

- Negotiating, reviewing and approving the charter agreement and other major contracts;
- Causing the preparation and delivery of such reports, applications for renewal or other documents as may be required to continue charter status or otherwise comply with law;
- Contracting with or retaining advisors, employees or agents;
- Hiring and overseeing Merit Academy Deans and other school leadership positions
- Overseeing and reviewing implementation of the budget, agreements and policies governing the operation of the school

The general responsibilities of Board Members include:

- require school decisions that support the vision and mission
- prepare for and attend Board meetings regularly;
- as needed, serve on at least one standing committee and attend its meetings regularly;
- serve on *ad hoc* committees as necessary;
- work closely with the staff and the Director of School to cultivate additional resources necessary to support the long-term viability of the school;
- be a goodwill ambassador for the organization;
- participate actively in Board decision making;
- assume leadership positions willingly;
- be a “team player” and work well with the board and leaders of MA;
- oversee and evaluate the Dean of School, Director of Finance and Director of Development; and
- commit to Board responsibilities and goals of the School

Implementation of day-to-day administrative operations of the school and policies established by the Board shall be the responsibility of School Deans and other Merit Academy leadership employees, faculty, staff, committees, agents or others identified by the Board so long as the affairs of the Corporation are managed by the Board and its powers are exercised under the Board’s ultimate jurisdiction.

2.2 Board — Qualifications — Number — Appointment. To be qualified to serve on the Board, a person must be a natural person, age 21 or older and have: (a) commitment to annual board governance professional development; (b) a passion for children and their education; (c) enthusiasm for Core Knowledge, Classical Education, Merit Academy (“MA” or “Merit”) local co-curriculars and conviction in their purpose; (d) an interest in managing and supporting Merit and heightening public awareness thereof; (e) enthusiasm for the school and

conviction in their purposes and missions; (f) willingness to give time and energy to the corporation; (g) special skills for the management and needs of the school; (h) willingness to accept and support decisions democratically made; (i) ability to represent Merit Academy to the community; and (j) willingness to sign the Board of Director's Agreement at the time of application, and annually thereafter.

The full Board will consist of a minimum of three directors, as required by Colorado law, and the number of Board vacancies, and the manner of filling Board vacancies, will be determined by the Board in its discretion. The Board may, in its discretion, change the number of directors on the Board at any given time.

Training on board policies and expectations for new Board members will take place during the summer months. Upon signing the Board Agreement, new Directors will officially be seated as voting members at the next regularly scheduled Board meeting. The term of any elected Board member is complete after two years, ending July 31 of the second year. Elected parent members are eligible to serve two terms.

If the Board decides to run an election for a Board member position, candidates for parent/guardian elected Board seats must have a nomination petition signed by at least 20 MA members as show of support and commitment. Each family member counts for one vote with at least one student at MA.

Any decision to conduct an election for a Board member will occur at the Board's discretion. If there are more candidates than open seats for the parent elected position, a simple majority of the votes cast is the winner.

Board members may be, but are not required to be, parents of students currently attending Merit Academy. Appointed Board Directors shall serve a term of four years and may serve two consecutive terms. Directors may not be employees of Merit Academy.

2.3 Officers. The Board shall select its officers from its own number, by majority vote of a quorum. Election of officers shall take place annually at a meeting held in June.

2.4 Vacancies. If a vacancy occurs, the remaining Board members can exercise discretion to determine whether to fill that vacancy for the unexpired portion of the term, but is not required to fill the vacancy by these bylaws or by law. When a vacancy occurs, the existing Board members, Director of Development, Dean of Schools may nominate replacements to be voted and approved by a majority of the Board members present at the meeting. The Board should seek a diversity of backgrounds and expertise in its members with a focus on community contributions, education expertise, or military backgrounds.

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

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

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

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

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

2.10 Liaisons. The Board shall, at any point, include liaisons to represent specific populations, including but not limited to: Merit Academy students from student council, community members within WPSD RE-2 boundaries, and Merit Academy faculty members. These members may not be a voting member of the board, but will be considered valuable counsel.

2.11 Absence or Inability. In the absence or inability of any officer, the Board may delegate the powers and duties of such officer, except as otherwise provided herein, to any Director.

2.12 Removal. In the absence or inability of any officer, the Board may delegate the powers and duties of such officer, except as otherwise provided herein, to any director. A director may be removed, with or without cause, by vote of all other directors then serving on the Board. Without limitation, Board members may be removed for failure to reasonably participate in board meetings; failure to support the purpose, vision, and mission of the corporation, breach of confidentiality affecting student records or information, personnel records or information, or matters discussed in a proper executive session of the Board; or failure to disclose, or other violations related to, a conflicting interest transaction. Removal under this provision shall be made effective on a date certain. If any director or officer duly appointed submits a resignation to the Board such resignation shall be effective upon receipt and shall constitute a vacancy, fillable at the Board's discretion. Unless an officer or director resigns or is unable or unwilling to serve, or removed, the officer or director shall continue in office or a directorship until a replacement is selected.

2.13 Appointments, Removal & Officer Elections. Meetings to appoint directors to the board, fill vacancies, elect officers or remove directors shall only take place at meetings where advance notice has been given, both to the public as required by law, and individually delivered to all Directors no less than twenty-four (24) hours before said meeting.

ARTICLE III

Meetings & Committees

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

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

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

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

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

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

ARTICLE IV

Financial Activities

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

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

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

ARTICLE V

Legal Compliance

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

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

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

repealed by amendment.

5.4 Disposition of Assets. Upon any dissolution of the corporation, assets remaining after satisfaction of outstanding obligations of the corporation shall be distributed for one or more exempt purposes under Section 501(c)(3) of the Internal Revenue Code of 1986. In addition, assets purchased with public funds provided under charter or other contract with a Colorado school district may, consistently with Section 501(c)(3), be directed as required by such contract.

5.5 Non-Discrimination. The corporation shall not discriminate on the basis of race, religion, national origin, gender, age, disability, sexual orientation, or other protected class in accordance with applicable federal or state laws in hiring or other employment practices of the corporation. Further, the corporation shall be open to all students in its authorized geographic area on a space available basis and shall not discriminate in its admission policies or practices on the basis of race, gender, religion, ethnicity or disability. The School shall conduct all of its activities in accordance with all applicable local, state and federal anti-discrimination laws, as well as in accordance with all other laws and regulations applicable to the operation of the charter public schools in the State of Colorado.

ARTICLE VI

Indemnification

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

ARTICLE VII

Fiscal Year

7.1 Fiscal Year. The fiscal year of the corporation shall be July 1st through June 30th.

ARTICLE VIII

Amendments

8.1 Amendments by Majority Vote & At Regular Meeting. Amendments to the articles and these bylaws, excepting Sections 8.2 and 8.3, may be made by a majority vote of all Directors, at a regular meeting, and not otherwise.

8.2 Notice of Proposal — Advance Reading. Advance notice of proposed amendments shall be given to Directors not less than forty-eight hours before a meeting at which the amendment will be proposed. Proposed amendments shall be read at a public meeting not less than thirty days before taking a vote to amend, unless such reading is waived by unanimous consent of those present.

8.3 Amendments Consistent with Charter Contract. No amendment to these bylaws may in any way authorize actions that would violate the Internal Revenue Code, or alter, amend, or controvert any provision of a charter school or other contract with a public school district, except that amendments altering a charter contract may be approved if such proposed amendment is first submitted to and approved by the Board of Education of such district.



Nicole Waggoner, Board President

Revised & Adopted: 2/2022

ATTACHMENT 3: CONFLICT OF INTEREST FORM

**Merit Academy
Board Member Certification Form**

Note: The purpose of this document is to provide disclosure. Merit Academy (“Charter School”) Board operates according to its own Bylaws and applicable law regarding conflicts of interest. This form is a public document and will be available at the Charter School for inspection by other board members, the staff, or the community. In addition, a copy of the form will be sent to the District.

Background

1. Full legal name:

2. I affirm that I am at least 18 years of age by the date of appointment to the Charter School Board.

Yes, I affirm.

3. Indicate whether you have ever been convicted or pled “no contest” of one or more of the following:

- a. a misdemeanor related to honesty or trustworthiness,
- b. a felony, or
- c. any criminal offense involving children.
 - Does not apply to me.
 - Yes.

If the answer to this question is yes, please provide details of the offense, the date, disposition, etc., in the space below.

4. Indicate if you have ever entered into a settlement agreement, consent decree, adjournment in contemplation of dismissal, assurance of discontinuance or other, similar agreement with the Securities Exchange Commission, Internal Revenue Service, the U.S. attorney general or the attorney general of any state, a U.S. or district attorney or any other law enforcement or

regulatory body concerning the discharge of your duties as a board member of a for-profit or non-for profit entity or as an executive of such entity. If the answer to this question is yes, please provide details of the agreement.

- Does not apply to me.
- Yes

Certification Form continued

Conflicts

1. Indicate whether you, your spouse, or anyone in your immediate family (in accordance with C.R.S. § 7-128-501(5), an immediate family member is a spouse, descendant, ancestor, sibling, spouse or descendant of a sibling, or a designated beneficiary) meets either of the following conditions:

- a. is doing or plans to do business with the Charter School (whether as an individual or as a director, officer, employee or agent of any entity).
- b. any entity in which one of the above-identified individuals has an interest is doing business or plans to do business with the Charter School.

If so, indicate and describe the precise nature of your relationship and the nature of the business that such person or entity is transacting or will be transacting with the Charter School.

- I/we do not know of any such persons.
- Yes

2. Indicate if you, your spouse or other immediate family members anticipate conducting, or are conducting, any business with the Charter School or a contractor who is conducting business with the Charter School including any EMPs retained by the Charter School to provide services. If so, please indicate the precise nature of the business that is being or will be conducted.

- I/we do not anticipate conducting any such business.
- Yes

Certification Form continued

3. Indicate any potential ethical or legal conflicts of interest that would (or are likely to) exist for you as a member of the Charter School Board or another School or non-profit board. [Note that being a parent of a Charter School student, serving on another charter school’s board or being employed by the Charter School or another charter school which retains the services of the same EMP are conflicts for certain issues that should be disclosed.]

- None
- Yes. If yes, please provide additional information.

Disclosures for Schools Contracting with an Educational Service Provider

1. Indicate whether you, your spouse, or any immediate family member knows (i.e., beyond a casual or professional acquaintance) any employees, officers, owners, directors or agents of that provider. If the answer is in the affirmative, describe any such relationship.

- I/we do not know of any such persons.
- Yes

Conflicts for Schools Contracting with an Educational Service Provider

1. Indicate whether you, your spouse or other immediate family members have, anticipate in the future, or have been offered a direct or indirect ownership, employment, contractual or management interest in the provider. For any interested indicated, please provide a detailed description.

- I/we have no such interest.
- Yes

2. Indicate if you, your spouse or other immediate family member anticipate conducting, or are conducting, any business with the provider. If so, indicate the precise nature of the business that is being or will be conducted.

- I/we do not anticipate conducting any such business.
- Yes

Other

1. I affirm that I have read the Charter School's Bylaws and conflict of interest policies.

I affirm

I, _____, certify to the best of my knowledge and ability that the information I am providing to the District in regard to my application to serve as a member of the board of directors of Merit Academy is true and correct in every respect.

Signature

Date

ATTACHMENT 4: EDUCATION MANAGEMENT PROVIDER (EMP) AGREEMENT REQUIREMENTS

1. The maximum term of an EMP agreement must not exceed the term of the charter. The School shall have the right to terminate the EMP agreement without cause or a financial penalty. The fee provision of the EMP agreement shall be renegotiated on an annual basis and shall not automatically adjust.
2. EMP agreements must be negotiated at 'arms-length.' The School's board and EMP must have independent legal counsel to represent their interests in reaching a mutually acceptable management agreement.
3. No provision of the EMP agreement shall interfere with the charter board's duty to exercise its statutory, contractual and fiduciary responsibilities governing the operation of the School. No provision of the EMP agreement shall prohibit the charter board from acting as an independent, self-governing public body, or allow decisions to be made other than in compliance with the Colorado Sunshine Law.
4. An EMP agreement shall not restrict the charter board from waiving its governmental immunity or require a charter board to assert, waive or not waive its governmental immunity.
5. No provision of an EMP agreement shall alter the charter board's treasurer's legal obligation to direct that the deposit of all funds received by the School be placed in the School's account.
6. EMP agreements must contain at least one of the following methods for paying fees or expenses: 1) the charter board may pay or reimburse the EMP for approved fees or expenses upon properly presented documentation and approval by the charter board; or 2) the charter board may advance funds to the EMP for the fees or expenses associated with the School's operation provided that documentation for the fees and expenses are provided for charter board ratification.
7. EMP agreements shall provide that the financial, educational and student records pertaining to the School are School property and that such records are subject to the provisions of the Colorado Open Records Act. All School records shall be physically or electronically available, upon request, at the School's physical facilities. Except as permitted under the charter contract and applicable law, no EMP agreement shall restrict the District's access to the School's records.
8. EMP agreements must contain a provision that all finance and other records of the EMP related to the School will be made available to the School's independent auditor.
9. The EMP agreement must not permit the EMP to select and retain the independent auditor for the School.
10. If an EMP purchases equipment, materials and supplies on behalf of or as the agent of the School, the EMP agreement shall provide that such equipment, materials and supplies shall be and remain the property of the School.
11. EMP agreements shall contain a provision that if the EMP procures equipment, materials and supplies at the request of or on behalf of the School, the EMP shall comply with competitive bidding processes and shall not include any added fees or charges with the cost of equipment, materials and supplies purchased from third parties.
12. EMP agreements must contain a provision that clearly allocates the respective proprietary rights of the charter board and the EMP to curriculum or educational materials. At a minimum, EMP agreements shall provide that the School owns all proprietary rights to curriculum or educational materials that (i) are both directly developed and paid for by the School; or (ii) were developed by the EMP at the direction of the School's governing board with School funds dedicated for the specific purpose of developing such curriculum or materials. EMP agreements may also include a provision that restricts the School's proprietary rights over curriculum or educational materials that are developed by the EMP from funds from the School or that are not otherwise dedicated for the specific purpose of developing School curriculum or educational materials. All EMP agreements shall recognize that the EMP's educational materials and teaching techniques used by the School are subject to state disclosure laws and the Open Records Act.

13. EMP agreements involving employees must be clear about which persons or positions are employees of the EMP, and which persons or positions are employees of the School. The EMP agreement shall prohibit the EMP from leasing employees to the School and shall prohibit co-employment of School and EMP employees.
14. EMP agreements must contain insurance and indemnification provisions outlining the coverage the EMP will obtain. The EMP's insurance is separate from and in addition to the insurance for the charter board that is required according to the charter contract. Insurance coverage must take into account whether or not staff at the School are employees of the EMP or the School.
15. Marketing and development costs paid by or charged to the School shall be limited to those costs specific to the School program, and shall not include any costs for the marketing and development of the EMP. Other reimbursable costs of EMP charged to the School, including, but not limited to, overhead, corporate, and travel costs, shall be defined with reference to specific dollar amounts.
16. If the School intends to enter into a lease, execute promissory notes or other negotiable instruments, or enter into a lease-purchase agreement or other financing relationships with the EMP, then such agreements must be separately documented and not be a part of or incorporated into the EMP agreement. Such agreements must be consistent with the School's authority to terminate the EMP agreement and continue operation of the School.
17. The EMP agreement shall provide for the annual performance evaluation of the EMP in accordance with School policy. The EMP performance evaluation shall be subject to state disclosure laws, including, but not limited to, the Open Records Act.

ATTACHMENT 5: AUTOMATIC WAIVERS OF STATE LAWS

Automatic Waiver List as of 4/19/2022	
State Statute Citation	Description
C.R.S. § 22-32-109(1)(f)	Local board duties concerning selection of staff and pay
C.R.S. § 22-32-109(1)(t)	Determine educational program and prescribe textbooks
C.R.S. § 22-32-110(1)(h)	Local board powers-Terminate employment of personnel
C.R.S. § 22-32-110(1)(i)	Local board duties-Reimburse employees for expenses
C.R.S. § 22-32-110(1)(j)	Local board powers-Procure life, health, or accident insurance
C.R.S. § 22-32-110(1)(k)	Local board powers-Policies relating the in-service training and official conduct
C.R.S. § 22-32-110(1)(ee)	Local board powers-Employ teachers' aides and other non-certificated personnel
C.R.S. § 22-32-126	Employment and authority of principals
C.R.S. § 22-33-104(4)	Compulsory school attendance-Attendance policies and excused absences
C.R.S. § 22-63-301	Teacher Employment Act- Grounds for dismissal
C.R.S. § 22-63-302	Teacher Employment Act-Procedures for dismissal of teachers
C.R.S. § 22-63-401	Teacher Employment Act-Teachers subject to adopted salary schedule
C.R.S. § 22-63-402	Teacher Employment Act-Certificate required to pay teachers
C.R.S. § 22-63-403	Teacher Employment Act-Describes payment of salaries
C.R.S. § 22-1-112	School Year-National Holidays

**ATTACHMENT 6: NON-AUTOMATIC WAIVERS OF STATE LAWS AND RULES
(WITH RATIONALE AND REPLACEMENT PLAN)**

Non-Automatic Waiver Requests: State

Contact Information
School Name: Merit Academy
School Address (mailing): 739 Gold Hill Pl., Woodland Park, CO 80863
Charter School Waiver Contact Name: Gwynne Pekron
Charter School Waiver Contact's Phone Number: 719 201 1675
Charter School Waiver Contact's Email: gpekron@merit.academy

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
C.R.S. §22-32-109(1)(n)(I); C.R.S. §22-32-109(1)(n)(II)(A) & C.R.S. §22-32-109(1)(n)(II)(B) Board of Education Duties to prescribe school calendar, hours of teacher-pupil instruction, and adopt a calendar.

Rationale: MA will prescribe the actual details of its own school calendar and hours of teacher-pupil contact to best meet the needs of its students, while providing year-to-year consistency for Merit Academy's families. The total number of student hours in school will comply with state requirements.

Replacement Plan: MA will work with its school community to develop a calendar that will be finalized and officially adopted each year by the Board of MA. This calendar will meet or exceed the number of required school days and contact hours per Colorado statutory requirements.

Duration of Waivers:

We formally request the waiver be in effect as long as the school is open and operating in compliance with the Charter School Act and all other applicable federal and state laws, through the duration of our contract, through June 30, 2032.

Financial Impact: MA anticipates the requested waiver will have no financial impact upon the budgets of WPSD Re-2 or MA.

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

Expected Outcome: As a result of this waiver, MA will be able to operate under its own schedule and implement its curriculum appropriately, ensuring students meet or exceed the State's minimum academic performance indicators and the School's educational standards.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan

C.R.S. §22-9-106 Local Board of Education-Duties-Performance Evaluation System
C.R.S. §22-9-107; School district personnel performance evaluation councils - duties
C.R.S. §22-2-112(1)(q)(I) Commissioner-Duties

Rationale: Merit Academy's will have authority to hire teachers and Dean of School who support MA's mission, vision, and objectives. The Dean of School is also appointed based on ability to professionally perform the evaluation of all personnel. Possession of a current CO Type D certificate has no bearing upon effectively administering professional evaluations or possessing exemplary school leadership qualities.

MA Board and administration must also have the ability to perform the evaluation for principals or other building leads. Finally, all professional employees of MA will be employed on an at-will basis and demonstrate subject-matter mastery.

The school will use its own evaluation system, as established by Merit Academy. As such, MA will not be subject to the District advisory performance evaluation council. Merit Academy's evaluation system will meet the intent of the law as outlined in statute. Additionally, MA will not be required to report their teacher evaluation ratings as part of the commissioner's report as required by C.R.S. §22-2-112(1)(q)(I) but will still report on in-field/out-of-field.

Replacement Plan: MA will use its own evaluation system as agreed to in the charter contract with WPSD. Merit's evaluation system will meet the intent of the law as outlined in statute. The methods used for MA's evaluation system will include quality standards that are clear and relevant to the administrators' and teachers' roles and responsibilities, and have the goal of improving academic growth, and meet the intent of the quality standards established in C.R.S. §22-9-101 et seq. In addition, the evaluation data is used to inform professional development decisions for each teacher. Core course level participation will continue to be reported pursuant to C.R.S. §22-11-503.5, as this is a non-waivable statute.

Duration of Waivers:
We formally request the waiver be in effect as long as the school is open and operating in compliance with the Charter School Act and all other applicable federal and state laws, through the duration of our contract, through June 30, 2032.

Financial Impact: MA anticipates the requested waiver will have no financial impact upon the budgets of WPSD Re-2 or MA.

How the Impact of the Waivers Will be Evaluated: Since teacher performance has a great impact on the performance of the entire school, the impact of the waivers will be measured by the same performance criteria and assessments that apply to MA as set forth in the charter contract.

Expected Outcome: With these waivers, Merit Academy will be able to implement its program and evaluate its teachers in a manner that produces greater accountability to the school, in conjunction with Merit Academy's goals and objectives, in accordance with its evaluation system, and in alignment with state directives. This will benefit staff, students, and the community.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan

C.R.S. §22-63-201 Teacher Employment Act – Compensation & Dismissal Act – Requirement to hold a certificate

C.R.S. §22-60.5-301 Colorado Educator Licensing Act-Principals & Administrators

C.R.S. §22-63-202 Teacher Employment Act – Contracts in writing, damage provision

Rationale: In accordance with state law, Merit Academy should be granted the authority to hire teachers and principals who will support the school’s goals and objectives. The Dean of School/Principal will not function as a traditional district school principal, but rather will be responsible for a wider range of tasks. The school will attract leaders and teachers from a wide variety of backgrounds, including, but not limited to teachers or administrators from out-of-state, teachers with a lapsed Colorado certificate, persons with several years of successful teaching experience in a setting not requiring a license, college level instructors, or persons with business or professional experience. All employees of MA will be employed on an at-will basis. All employees of Merit Academy will demonstrate subject-matter mastery.

Replacement Plan: Merit Academy, as appropriate, will hire certified teachers and administrators that meet or exceed the intent of the law. In some instances, it may be advantageous for the school to hire teachers and/or administrators without a certificate and who possess unique background and/or skills that fill the need of Merit Academy.

The intent is for all teachers to have, at minimum, a bachelor’s degree and either 24 credit hours in the subject matter, working as an expert in the field for two or more years (particularly CTE fields), or a passing score on a state-approved content examination in the relevant subject area. MA will encourage and explore ways to incentivize teachers to meet 24 or more hours in the subject matter and the Colorado state ESSA plan, and acknowledges that it will nevertheless have to report the number of teachers “in-field” and “out-of-field.” The Dean of Grammar School and Dean of Upper School will develop a professional development program for any teacher with a bachelor’s degree not meeting the minimum subject matter credit hours. Special Education teachers will hold the requisite state license and endorsement. In additional, all employees of the school will meet applicable fingerprinting and background check requirements.

Employment at MA will be on an at-will basis. Continued employment will be subject to a satisfactory performance evaluation(s) consistent with the employment policies and procedures created and adopted by MA Governing Board. MA will use a specific employment agreement with requires an annual renewal and addresses payment of salaries upon termination of employment of a teacher.

Duration of Waivers:

We formally request the waivers be in effect as long as the school is open and operating in compliance with the Charter School Act and all other applicable federal and state laws, through the duration of our contract, through June 30, 2032.