

**MERIT ACADEMY**  
**CHARTER SCHOOL CONTRACT**

This Charter School Contract (“Contract”), dated this \_\_\_\_ day of \_\_\_\_\_, 2022, 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

WHEREAS, in accordance with the MOU and applicable law, the District and MA desire to enter into this mutually acceptable charter school contract;

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: ESTABLISHMENT OF SCHOOL**

2.1. **Term and TABOR Clause.** This Contract is effective as of July 1, 2022 and shall continue through June 30, 2027. Although this Contract is for operation of the School for a period of five (5) years, 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. The Contract may be renewed for an additional period upon application for renewal in accordance with state law and District policy and subsequent District Board approval of the renewal application.

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. §24-6-401 *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, 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 communications.

Further, the District may make announced or unannounced 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, 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 the 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 on 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 obtained waivers from state law and regulations and District policies in accordance with Section 5.7 of this Contract.

D. Satisfaction Surveys. The School shall conduct regular staff, parent, and student satisfaction surveys and shall share de-identified, aggregated results with the School Community and the District's Superintendent.

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) a description of the staffing of the School, summarizing the qualifications of staff members in accordance with ESSA, if required by CDE or the District; (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) On or before May 30, 2022, current year (2021/2022) budget with projected actuals, 2022/2023 adopted budget, and projected 5 year budget.
  - b) On or before May 30, 2022, identification of all of the School's current outstanding loans (and similar ongoing financial obligations), the source of the loans, and the repayment obligations after July 1, 2022.
  - c) Proposed balanced budget for the following school year on or before April 15 per Section 8.2.
  - d) Projected enrollment for the following school year on or before November 1 (for District planning purposes).
  - e) Projected enrollment for the following school year, initially on or before May 30, 2022, and then ongoing on or before February 28 per Section 8.3 (for funding purposes).
  - d) Revised budget for the present school year on or before December 15.
  - e) Final revised School budget for the current school year on or before January 15.
  - f) Adopted Budget for the following school year on or before May 30.
  - g) 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. 1<sup>st</sup> Quarter by October 31;
    - ii. 2<sup>nd</sup> Quarter by January 31;
    - iii. 3<sup>rd</sup> Quarter by April 30; and
    - iv. 4<sup>th</sup> Quarter by July 31.

An unaudited year-end financial report shall be submitted by August 30 (beginning with August 2022 covering 2021/2022). Any other year-end reports shall be submitted upon request.

- h) **Reporting of Audit:** Annual audit drafts are due by October 15 (beginning with October 2022 covering 2021/2022) and final copies on or before October 31 (beginning with October 2022 covering 2021/2022). Audit information includes an audit performed by a Certified Public Accountant, CDE data pipeline file, and CDE Assurances for Financial Accreditation.
  - i) **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.** 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 Chief Action Officer 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 date 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 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 shall have no authority to add to, 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.
- 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.
  - 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, the 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 Chief Action Officer 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 7-137-301, 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 Chief Action Officer at least annually.

4.6. **Employee Evaluation.** The Chief Action Officer 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.

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 arms-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): 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.

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.

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. Waiver Requests. 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, 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 rational 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 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 statute or rule for which waiver is requested. Upon receipt of such request, District officials 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. The District agrees to jointly request such a waiver from the State Board, if the District's Board first approves the request. District Board of Education approval of requests to waive state law or regulations shall not be unreasonably withheld. 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 K through 12. The School may also serve students in preschool beginning with the 2023-2024 school year.

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. The School has developed a student Recruitment and Enrollment Plan, **Attachment 8**, that addresses this recruitment and retention goal. Each year during the term of this Contract, by May 1, the School shall report to the District how the School has made progress in its recruitment efforts in accordance with the Recruitment and Enrollment Plan, and participate in good faith discussions with the District regarding its recruitment efforts.

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 projected enrollment, with all classrooms filled, is 524 full-time equivalent students. The minimum enrollment is determined to be the lowest enrollment necessary for financial viability, as reasonably determined by both Parties. To assure financial viability, the School must have 246 students enrolled in the School by August 1, 2022.

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, timelines 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 must 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 Chief Action Officer or designee, the School special education coordinator, 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. § 22-32-116.5 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 for 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 District's Board of Education. Where the School's Administration and/or Charter Board recommends a student for expulsion, the proceedings shall be referred to the District for handling through the District's expulsion processes. However, the Charter Board, or its designee shall make findings of fact and recommendations to the Superintendent or designee for use and consideration when the District implements its expulsion processes. Any decision to expel a charter school student by the District Board shall 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.

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's ELD program staff shall attend all District trainings required of the District's ELD program staff. 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. 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.
- 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 provision of special education services, evaluations and concerns, and shall provide for the attendance of any School employees who should be present at any meetings at which IEPs are developed or modified. If the School and the 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 (a) are reasonably necessary to comply with applicable law for educating students with disabilities, or (b) provide cost savings or other benefits in connection with educating students with disabilities. After good faith discussion of these changes with the School, the 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), and 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. § 22-30.5-112(2)(a.5)(II), 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. §§ 22-20-101 *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:

Total District ECEA & IDEA Revenue

x # of Identified Students at the School

\_\_\_\_\_

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, 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. After first using the sales tax revenues it receives from the City of Woodland Park to satisfy all annually appropriated principal and interest payments associated with the District's Certificates of Participation and the administrative fees charged by the City to the District, the District shall pay to the School its proportionate share of any remaining sales tax revenues the District receives for schools and education from the City of Woodland Park for funds generated from the City's April 5, 2016 ballot issue. The School agrees to use such funds in accordance with District guidelines and the ballot language. 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, and 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. §22-30.5-119, 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 charter schools of the District shall cooperate in determining the 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 (such as a mill levy) at least by June 1 of the election year. The District shall pay to the School its proportionate share of the Mill Levy Override Funds 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. The additional local revenues that the School receives as a result of inclusion in a District 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 1994, 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.
- I. The District will provide charter liaison services by assigning these duties to an employee or retaining an independent contractor to act as the liaison between the District and the School. Such employee or independent contractor shall be mutually agreed upon by the District and the School. The costs of the liaison services shall be paid by the District's authorized charter schools, including the School, as a purchased service from the District.

## 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 1 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 February 28, along with any discussion or plans under consideration for any increase or decrease of enrollment greater than 10 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 District, of its financial and administrative operations on an annual basis, in accordance with state and CDE rules and regulations. After completion of two audit cycles, the School may submit a request to the Superintendent to select its own auditor, which the Superintendent will consider and, if appropriate in the Superintendent's sole discretion after consulting with appropriate District staff, will allow. 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. §22-30.5-112(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 School acknowledges that full-time District employees are under contract with the District and, as such, may not be employed by or provide contract services for the School during the school year. The School agrees that it shall not interfere with the employment relationship of full-time District employees by soliciting them for employment or contract services for the School during the school year. The District shall have no obligation to employ School employees who are released from or leave the School.

- 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 have 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 School shall be responsible for the construction, renovation and maintenance of any facilities owned or leased by it, although any leased facilities shall be subject to the agreement between the School and any appropriate third party as to renovation and maintenance arrangements. The School shall provide the District with a copy of the lease, deed, closing statement or other facility agreement granting the School the right to use the same within five (5) business days of closing, refinancing or leasing. The School shall comply with C.R.S. § 22-32-124, and shall obtain all applicable use permits or certificates of occupancy necessary for the facilities owned or leased by it to be used and occupied as a school. The District shall have access at all reasonable times to any such facilities for purposes of inspecting the same and as provided in Section 3.1 above. The School may establish or move its location only with the written approval of the District. The School shall be limited to a single campus. Campus here means contiguous plot of land. Any growth to a new or to additional campuses or facilities is subject to District approval.

10.2. **Use of District Facilities.** The School may not use District facilities for activities and events without prior written consent from the District. The Parties agree that the School may request the District Board and Superintendent to allow it to locate the School at a District facility, and such permission will not be unreasonably withheld. If the Parties mutually agree that the School may use a District facility, the terms of such use shall be negotiated and set forth in a separate Facility Use Agreement executed by the School, the Superintendent and the Board President.

10.3. **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 1 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. §22-11-210(1)(d), the School is accredited with a priority improvement plan or turnaround plan for a combined total of five (5) consecutive years or any lesser number of years established by the State Board 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.

## **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 three (3) 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 Chief Action Officer at 739 Gold Hill Pl., 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 written below.

**DISTRICT:**

WOODLAND PARK SCHOOL DISTRICT RE-2

\_\_\_\_\_  
David Rusterholtz, President  
Board of Education

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Secretary, Board of Education

**SCHOOL:**

MERIT ACADEMY

By: \_\_\_\_\_  
Name:  
Board President

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Secretary, Board of Directors

## **List of Attachments**

- Attachment 1: April 13, 2022 Memorandum of Understanding
- Attachment 2: Merit Academy Articles of Incorporation and Bylaws
- Attachment 3: Sample Conflict of Interest Form
- Attachment 4: Education Management Provider (EMP) Agreement Requirements
- Attachment 5: Automatic Waivers of State Laws
- Attachment 6: Non-Automatic Waivers of State Laws and Rules (with rationale and replacement plan)
- Attachment 7: Waivers of District Policies (with rationale and replacement plan)
- Attachment 8: School's Recruitment and Enrollment Plan
- Attachment 9: School's Enrollment Policy (with Enrollment Preferences, Selection Method, and Enrollment Timeline and Procedures)
- Attachment 10: District Services Contract

**ATTACHMENT 1: APRIL 13, 2022 MEMORANDUM OF UNDERSTANDING**

DRAFT

## **Memorandum of Understanding**

This Memorandum of Understanding ("MOU") is entered into and is effective as of April 13, 2022 (the "Effective Date") by and between the Woodland Park School District (the "District") and Merit Academy ("Merit") referred to herein each, as a ("Party"), and together, as the ("Parties").

### **Recitals**

WHEREAS, Merit previously applied to the District for charter authorization; and

WHEREAS, Merit was approved as a contract school by ERBOCES; and

WHEREAS, Merit now desires to transfer to District authorization as a charter school; and

WHEREAS, as a contract school, Merit opened successfully in the fall of 2021 and functions operationally and academically in the manner proposed in the original application (as a classical academy); and

WHEREAS, the Parties agree that a pathway involving a brand new application process would, in many respects, be unnecessary and artificial; and

WHEREAS, the boards of directors of the Parties agree that any and all requirements to ensure future success can be included in the resulting charter contract; and

WHEREAS, because the District staff and community wish to move forward with attention on consequential matters in this time of great pressure and change in public education, the District board wishes to move directly to the contracting phase;

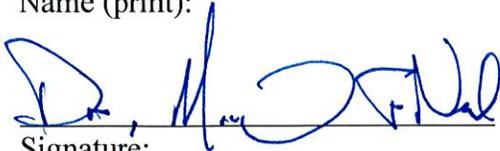
NOW, THEREFORE, in consideration of the foregoing recitals, the Parties hereby:

1. Establish 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; and
2. Agree that reasonable pre-opening and operating conditions, to include finance, staffing, exceptional student services, enrollment, and educational program plans acceptable to the District board will be included in the charter contract; and
3. Agree that the essential elements of the previous charter application will be incorporated in the resulting charter contract; and
4. Agree that if the Parties are unsuccessful in reaching agreement on a charter contract, the District board will open a charter application window within fifteen days and Merit will be provided the opportunity to submit an original application and accorded every opportunity to be fairly and fully considered within the standard charter application process.

[Signature Page Follows]

**Woodland Park School District**

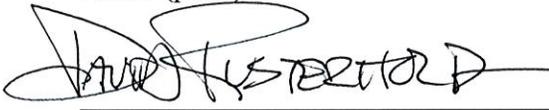
Mathew Neal  
Name (print):

  
Signature:

  
Superintendent

April 29<sup>th</sup> 2022  
Date:

David Rusterholtz  
Name (print):

  
Signature:

President of the Board

4 / 29 / 2022  
Date:

**Merit Academy**

Nicole Waggoner  
Name (print):

  
Signature:

President of the Board

April 29<sup>th</sup>, 2022  
Date:

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

DRAFT

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 5<sup>th</sup> day of August, 2020  
Amended this 4<sup>th</sup> 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 1<sup>st</sup> through June 30<sup>th</sup>.

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.

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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**

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**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

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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

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**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.

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**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

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**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

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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

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**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

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## **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**

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

<b>Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan</b>
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.

<p><b>Rationale:</b> 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.</p>
<p><b>Replacement Plan:</b> 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.</p>
<p><b>Duration of Waivers:</b> 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.</p>
<p><b>Financial Impact:</b> MA anticipates the requested waiver will have no financial impact upon the budgets of WPSD Re-2 or MA.</p>
<p><b>How the Impact of the Waivers Will be Evaluated:</b> 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.</p>
<p><b>Expected Outcome:</b> 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.</p>

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
<p><b>C.R.S. §22-9-106 Local Board of Education-Duties-Performance Evaluation System</b>  <b>C.R.S. §22-9-107; School district personnel performance evaluation councils - duties</b>  <b>C.R.S. §22-2-112(1)(q)(I) Commissioner-Duties</b></p>
<p><b>Rationale:</b> 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.</p> <p>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.</p> <p>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.</p>

**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 addition, 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.

<b>Financial Impact:</b> MA anticipates the requested waiver will have no financial impact upon the budgets of WPSD Re-2 or MA.
<b>How the Impact of the Waivers Will be Evaluated:</b> Since educator expertise 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.
<b>Expected Outcome:</b> As a result of these waivers, the school will be able to employ professional staff possessing unique skills and/or background filling all staff needs.

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

<b>C.R.S. §22-63-203 Probationary Teachers; renewal and non-renewal of employment contract; Specific Duties;</b> <b>C.R.S. §22-63-203.5 Nonprobationary portability</b>
<b>Rationale:</b> MA should be granted authority to develop its own employment agreements, terms, policies, and conditions of employment. MA will have teacher agreements with terms of non-renewal and renewal of employment agreements, and payment of salaries upon termination of employment of a teacher. MA will operate differently from other schools, with a unique curriculum for which having the proper teaching staff is essential. Not every teacher who is successful in other schools will be successful at MA. All employees of MA will be employed on an at-will basis and subject to employment policies set by MA.
<b>Replacement Plan:</b> 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 procedures and policies 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.
<b>Duration of Waivers:</b> 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.
<b>Financial Impact:</b> MA anticipates the requested waivers will have no financial impact upon the budgets of WPSD Re-2 or MA.
<b>How the Impact of the Waivers Will be Evaluated:</b> 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.
<b>Expected Outcome:</b> As a result of these waivers, the school will be able to employ professional staff possessing unique skills and/or background filling all staff needs.

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

<b>C.R.S. §22-63-205 – Exchange of Teachers</b> <b>C.R.S. §22-63-206 – Transfer of Teachers</b>
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**Rationale:** Under the charter contract with Woodland Park School District, MA has authority to select its own teachers. No other school or WPSD Re-2 has authority to transfer teachers into Merit Academy, or transfer teachers from Merit Academy to any other schools. Merit Academy has no intention to start a teacher exchange program.

**Replacement Plan:** Merit Academy has its own policies regarding hiring teachers on a best-qualified basis that meet or exceed the intent of the law.

**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 waivers 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 these waivers, MA will be able to manage its own personnel affairs, consistent with the terms of the charter contract and the Colorado Charter School Act.

**Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan****C.R.S. §22-63-204 – Interest Prohibited, receiving money from sale of goods**

**Rationale:** As provided for in the Charter School Agreement, all staff employed at Merit Academy are employees of the school and not of WPSD. As a result, the authority of the employing board to provide written consent in these matters should be transferred to MA. It is essential that the school be granted the latitude to raise money through grants and fundraising to spend such funds to accomplish its educational objectives. MA needs to be allowed to accept pay for sale of goods to accomplish education objectives. All employees of Merit Academy will be employed on an at-will basis and subject to employment policies set by the school.

**Replacement Plan:** Merit Academy Board will employ best practices for policy to determine acceptance of gifts, donations, and grants and will monitor expenditures against instructional objectives. The school has policies for teacher employment agreements and contracts, that meet or exceed the intent of the law.

**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:** The impact of the waivers will provide MA with the latitude to raise and expend funds as to administer the school program in keeping with the philosophy and mission as stated in the Charter School Agreement.

**Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan****C.R.S. §22-32-109 (1)(b) – Local Board duties concerning competitive bidding**

**Rationale:** Merit Academy should be granted authority to develop its operating policies, consistent with the Charter School Act and state law. This policy has been an automatic waiver granted to all charter schools until recently. The school requests sole discretion in all competitive bidding policies in order to make sure that we are able to acquire goods and services that best meet the needs of MA students in the most efficient possible manner.

**Replacement Plan:** Merit Academy will follow accounting policies and procedures that comply with generally accepted accounting principles (GAAP). The School is in the best position to know what goods and services are needed and which vendors may be available. Procurement of goods and services shall be made by the MA governing board and school leader in the best interest of the school, upon considering the totality of the circumstances surrounding the procurement, which may include but not be limited to price, quality, availability, timelines, reputation, and prior dealings. MA will be responsible for establishing procedures for competitive bidding, as required by applicable law, and for selecting successful bidders on projects/contracts. MA will ensure the process is open, transparent, and in compliance with all applicable rules and regulations.

**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 waiver will be measured by the same performance criteria and assessments that apply to MA as set forth in the charter contract, through June 30, 2032.

**Expected Outcome:** As a result of this waiver, MA will be able to carry out its educational program, and administer its affairs in an efficient manner.

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

#### **C.R.S. §22-32-110- (1)y – Local Board Powers – Accept Gifts, Donations and Grants**

**Rationale:** In order to ensure the School is able to operate critical aspects of its model outside of its core program, the school engages in fund development efforts. In accordance with state law, MA will be responsible for determining its own budget and issues associated therewith.

**Replacement Plan:** MA will not accept any gift or donation if the acceptance of said gift or donation is in violation of the law, its charter contract, or any ethical or conflict of interest policies of MA. The School, rather than the District, will be responsible for determining whether or not to accept gifts, donations, and grants. The School will adopt a policy to ensure the process is an open process in compliance with all applicable rules and regulations.

#### **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 waiver 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 carry out its educational program, administer its affairs in an efficient manner, and accomplish its mission as set forth in the charter contract.

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

#### **C.R.S. §22-1-110 – Effect of Use of Alcohol and Controlled Substances to be Taught**

**Rationale:** MA is granted the authority to determine the educational program for the school through an automatic waiver of C.R.S. §22-32-109(1)(t). Consistent with this waiver, MA should have the authority to

establish and maintain appropriate standards for the education program, texts, and materials acceptable in its school in accordance with the Charter School Contract.

**Replacement Plan:** MA will include instruction on the effect and use of alcohol and controlled substances and will meet the intent of the Colorado Academic Standards on Comprehensive Health and Physical Education by including the effects of alcohol and controlled substances.

**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 these waivers, Merit Academy will experience an enhanced educational program by administering the school program, while keeping with the philosophy and mission as stated in the Charter School Agreement and executing the curricular autonomy it is guaranteed.

**ATTACHMENT 7: WAIVERS OF DISTRICT POLICIES (WITH RATIONALE AND REPLACEMENT PLAN)**

## **Waiver Requests Woodland Park School District Re-2**

The following waivers are requested from WPSD Re-2 policies. Where a waiver from Colorado State Statute is approved, or in instances where a policy contradicts the powers and authorities provided to the Charter School by the Charter School Act, it will be assumed that any corresponding rules (State, District, or otherwise) will also be waived.

We formally request these 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, 2027.

Many of these waivers are listed because the responsibilities, duties, and powers rest, in policy, with the superintendent and WPSD Board of Education. However, Merit Academy's responsibilities, duties, and powers rest with the Chief Action Officer and MA Board of Directors.

Also, there are over 400 policies governing WPSD, with quite a few as old as 1991, some even referring to WPSD Board as an operational vs policy governance board.

Depending on the results of the non-automatic waivers and with the above reasoning and assumptions in mind, if the Board of Education requires a reason for any remaining district

policies from which Merit Academy seeks a waiver, we ask that we have until June 15 to submit that to the Board for further consideration.

ACR  
AD-Vision & Mission  
ADF-WPSD Wellness Policy  
ADF-R-School Wellness  
AE-Accountability/Commitment to Accomplish  
AER-District Advisory Committee  
AEA  
AED-Accreditation  
BCB-E-Disclosure Statement  
BDFH-Advisory Committee  
BG  
BID-BIE  
BJA-Legislative Program  
CG-Administrative Organization  
CLA-District Organizational Chart  
CHCA-Handbooks and Directives  
DAC-Federal Fiscal Compliance  
DBC-Budget Planning, Preparation & Administration  
DBD-Determination of Budget Priorities  
DFA/DFAA-Revenues from Investments/Use Surplus Funds  
DFA/DFAA-R: Revenues from Investments/Use Surplus Funds  
DG-Banking Services  
DKA-Compensation Admin  
DI-Fiscal Accounting  
DID-Inventories  
DIE-Auditor  
DJ/DJA-Purchasing/Authority  
DJB-Federal Procurement  
DBJ-R-Federal Procurement  
DJE-Bidding  
DKC-Expense Authorization Reimbursement  
EBBA-Prevention of Disease/Infection Transmission  
EBCE-School Closure/Cancellation  
ECAP-Personal Property Reimbursement  
EDC-Authorized use of School Owned Materials  
EDB- merit & Control materials & Equipment  
EEA-Transportation

SECTION G- Staff Issues (Policies adopted by Charter School to be Determined by Charter Board, with compliance to required CO State Statutes and law).

- **File: GBA - OPEN HIRING/EQUAL EMPLOYMENT OPPORTUNITY**
- File: GBAA - SEXUAL HARASSMENT

- File: GBB - STAFF INVOLVEMENT IN DECISION-MAKING
- File: GBC - EMPLOYEE TIME OFF AND LEAVE
- File: GBC-R - EMPLOYEE TIME OFF AND LEAVE
- File: GBEA - STAFF ETHICS/CONFLICT OF INTEREST
- File: GBEA-E - STAFF ETHICS/CONFLICT OF INTEREST
- File: GBEB - STAFF CONDUCT
- File: GBEB-R - STAFF CONDUCT
- File: GBEB-R-2 - Staff Conduct
- File: GBEBA - STAFF DRESS CODE
- File: GBEC - GIFTS TO AND SOLICITATIONS BY STAFF
- File: GBEC-E - EMPLOYEE ACKNOWLEDGMENT FORM
- File: GBEE - ACCEPTABLE USE AGREEMENT FOR STAFF
- File: GBEE\*-E - ACCEPTABLE USE AGREEMENT FOR STAFF
- File: GBGA - STAFF HEALTH
- File: GBGA-R - STAFF HEALTH
- File: GBGB - STAFF PERSONAL SECURITY AND SAFETY
- File: GBGE - STAFF MATERNITY / PATERNITY/ PARENTAL LEAVE
- File: GBGH - SICK LEAVE BANK
- File: GBGH-R - SICK LEAVE BANK
- File: GBGI - STAFF MILITARY LEAVE
- File: GBGK - STAFF LEGAL LEAVE
- File: GBGL - EMPLOYEE VICTIM LEAVE
- File: GBI\* - CRIMINAL HISTORY RECORD INFORMATION
- File: GBJ - PERSONNEL RECORDS AND FILES
- File: GBJA\* - DISCLOSURE OF INFORMATION TO PROSPECTIVE EMPLOYERS
- File: GBK - STAFF CONCERNS/COMPLAINTS/GRIEVANCES
- File: GBK-R1 - GRIEVANCE PROCEDURE
- File: GBK-R2 - GRIEVANCE PROCEDURE
- File: GC - INSTRUCTIONAL STAFF
- File: GCA - INSTRUCTIONAL STAFF POSITIONS
- File: GCBA - INSTRUCTIONAL STAFF
- CONTRACTS/COMPENSATION/SALARY SCHEDULES
- File: GCBC - INSTRUCTIONAL STAFF SUPPLEMENTARY PAY PLANS
- File: GCBD - INSTRUCTIONAL STAFF FRINGE BENEFITS
- File: GCE/GCF - INSTRUCTIONAL STAFF RECRUITING/HIRING
- File: GCE/GCF-R - INSTRUCTIONAL STAFF RECRUITING/HIRING
- File: GCFA\* - HIRING OF INSTRUCTIONAL STAFF/PORTABILITY OF NONPROBATIONARY STATUS
- File: GCG/GCGA - PART-TIME AND GUEST INSTRUCTIONAL STAFF EMPLOYMENT/QUALIFICATIONS OF GUEST TEACHERS
- File: GCGC - INSTRUCTIONAL STAFF JOB SHARING
- File: GCGC-E - PROFESSIONAL STAFF, PART-TIME AND SUBSTITUTE EMPLOYMENT
- File: GCHA/GCHB - MENTOR TEACHERS/ADMINISTRATORS
- File: GCHC\* - INSTRUCTIONAL STAFF INDUCTION PROGRAM

- File: GCI - PROFESSIONAL STAFF DEVELOPMENT
- File: GCKA - INSTRUCTIONAL STAFF ASSIGNMENTS AND TRANSFERS
- File: GCKAA\* - TEACHER DISPLACEMENT
- File: GCKAA\*-R - TEACHER DISPLACEMENT
- File: GCKB - ADMINISTRATIVE STAFF ASSIGNMENTS AND TRANSFERS
- File: GCL - INSTRUCTIONAL STAFF SCHEDULES AND CALENDARS
- File: GCO - EVALUATION OF LICENSED PERSONNEL
- File: GCO-R - EVALUATION OF LICENSED PERSONNEL
- File: GCOE - EVALUATION OF EVALUATORS
- File: GCQA - INSTRUCTIONAL STAFF REDUCTION IN FORCE
- File: GCQA-R - INSTRUCTIONAL STAFF REDUCTION IN FORCE
- File: GCQC/GCQD - RESIGNATION OF INSTRUCTIONAL STAFF/ADMINISTRATIVE STAFF
- File: GCQC/GCQD-R - RESIGNATION OF INSTRUCTIONAL STAFF/ADMINISTRATIVE STAFF
- File: GCQE - RETIREMENT OF INSTRUCTIONAL STAFF
- File: GCQEA - VOLUNTARY EARLY RETIREMENT OF INSTRUCTIONAL STAFF MEMBERS
- File: GCQF - DISCIPLINE, SUSPENSION AND DISMISSAL OF INSTRUCTIONAL STAFF
- File: GCQF-R - DISCIPLINE, SUSPENSION AND DISMISSAL OF INSTRUCTIONAL STAFF
- File: GCS - PROFESSIONAL RESEARCH AND PUBLISHING
- File: GD - SUPPORT / CLASSIFIED STAFF
- File: GDBA - SUPPORT STAFF SALARY SCHEDULE
- File: GDBC - SUPPORT STAFF SUPPLEMENTARY PAY PLANS
- File: GDBD - SUPPORT STAFF FRINGE BENEFITS
- File: GDD - SUPPORT STAFF VACATIONS AND HOLIDAYS
- File: GDE/GDF - SUPPORT STAFF RECRUITING/HIRING
- File: GDE/GDF-R - SUPPORT STAFF RECRUITING/HIRING
- File: GDG - SUPPORT STAFF PART-TIME AND SUBSTITUTE EMPLOYMENT
- File: GDO - EVALUATION OF SUPPORT STAFF
- File: GDQA - SUPPORT STAFF REDUCTION IN FORCE
- File: GDQB - SUPPORT STAFF RESIGNATION
- File: GDQD - DISCIPLINE, SUSPENSION AND DISMISSAL OF SUPPORT STAFF
- File: GP-8-E - Policy Type: Governance

## SECTION I - INSTRUCTION

- File: IC/ICA - SCHOOL YEAR/SCHOOL CALENDAR
- File: IG - CURRICULUM DEVELOPMENT
- File: IHACA\* - LAW-RELATED EDUCATION
- File: IHAM - HEALTH AND FAMILY LIFE/SEX EDUCATION
- File: IHAM-R - HEALTH AND FAMILY LIFE/SEX EDUCATION
- File: IHAMA - TEACHING ABOUT DRUGS, ALCOHOL AND TOBACCO

- File: IHBIB - PRIMARY/PREPRIMARY EDUCATION
- File: IHBIB-R - PRIMARY/PREPRIMARY EDUCATION
- File: IHBK\* - PREPARATION FOR POSTSECONDARY AND WORKFORCE SUCCESS
- File: IHCDAR - CONCURRENT ENROLLMENT (Procedure for students seeking to enroll in postsecondary courses)
- File: IIB - CLASS SIZE
- File: IJ - INSTRUCTIONAL RESOURCES AND MATERIALS
- File: IJK - SUPPLEMENTARY MATERIALS SELECTION AND ADOPTION
- File: IJK-E - SUPPLEMENTARY MATERIALS SELECTION AND ADOPTION
- File: IJK-E.2 - WOODLAND PARK SCHOOL DISTRICT RE-2
- File: IJOA - FIELD TRIPS
- File: IK - ACADEMIC ACHIEVEMENT
- File: IKA - GRADING/ASSESSMENT SYSTEMS
- File: IKA-R - GRADING/ASSESSMENT SYSTEMS
- File: IKA-R1 - GRADING / ASSESSMENT SYSTEMS
- File: IKA-R2 - CLASS RANK / GRADE POINT AVERAGES
- File: IKE - ENSURING ALL STUDENTS MEET STANDARDS
- File: IKE-R - ENSURING ALL STUDENTS MEET STANDARDS
- File: IKF - GRADUATION REQUIREMENTS
- File: IKF-E - GRADUATION REQUIREMENTS
- File: IKFB - GRADUATION EXERCISES
- File: IMB - TEACHING ABOUT CONTROVERSIAL/SENSITIVE ISSUES
- File: IMBB - EXEMPTIONS FROM REQUIRED INSTRUCTION
- **File: JB - EQUAL EDUCATIONAL OPPORTUNITIES**
- File: JC - SCHOOL ATTENDANCE AREAS
- File: JEB - ENTRANCE AGE REQUIREMENTS
- File: JF - ADMISSION AND DENIAL OF ADMISSION
- File: JFAB - CONTINUING ENROLLMENT OF STUDENTS WHO BECOME NONRESIDENTS
- File: JFABA - NONRESIDENT TUITION CHARGES
- File: JFBA - INTRA-DISTRICT CHOICE/OPEN ENROLLMENT
- File: JFBA-R - INTRA-DISTRICT CHOICE/OPEN ENROLLMENT
- File: JFBB - INTER-DISTRICT CHOICE/OPEN ENROLLMENT
- File: JFBB-R - INTER-DISTRICT CHOICE/OPEN ENROLLMENT
- File: JFC - Student Withdrawal from School/Dropouts
- File: JFC-R - Student Withdrawal from School/Dropouts
- File: JGA - ASSIGNMENT OF NEW STUDENTS TO CLASSES AND GRADE LEVELS
- File: JH - STUDENT ABSENCES AND EXCUSES
- File: JH-R - STUDENT ABSENCES AND EXCUSES
- File: JHB - TRUANCY
- File: JHCA - CLOSED CAMPUS
- File: JHCA-R - CLOSED CAMPUS
- File: JIC - STUDENT CONDUCT
- File: JICA - STUDENT DRESS CODE

- File: JICC - STUDENT CONDUCT IN SCHOOL VEHICLES
- File: JICDA - STUDENT CODE OF CONDUCT
- File: JICDD\* - VIOLENT AND AGGRESSIVE BEHAVIOR
- File: JICDE\* - BULLYING PREVENTION AND EDUCATION
- File: JICEA - SCHOOL-RELATED STUDENT PUBLICATIONS
- File: JICEA-R - SCHOOL-RELATED STUDENT PUBLICATIONS
- File: JICEC\* - STUDENT DISTRIBUTION OF NON-CURRICULAR MATERIALS
- File: JICEC\*-R - STUDENT DISTRIBUTION OF NON-CURRICULAR MATERIALS
- File: JICF - SECRET SOCIETIES/GANG ACTIVITY
- File: JICF-R - SECRET SOCIETIES/GANG ACTIVITY
- File: JICH - DRUG AND ALCOHOL INVOLVEMENT BY STUDENTS
- File: JICH-R - DRUG AND ALCOHOL INVOLVEMENT BY STUDENTS
- File: JICI - WEAPONS IN SCHOOL
- File: JICJ - STUDENT USE OF CELL PHONES AND OTHER PERSONAL TECHNOLOGY DEVICES
- File: JIH - STUDENT INTERVIEWS, INTERROGATIONS, SEARCHES AND ARRESTS
- File: JJAB - OPEN/LIMITED FORUM
- File: JJAB-R - OPEN/LIMITED FORUM
- File: JJF - STUDENT ACTIVITIES FUNDS
- File: JJH-E1\* - EXTENSIVE STUDENT TRAVEL
- File: JJH\*-E2 - EXTENSIVE STUDENT TRAVEL
- File: JJH\*-E3 - EXTENSIVE STUDENT TRAVEL
- File: JJH\*-E4 - APPLICATION REQUESTING
- File: JJH-R - STUDENT TRAVEL
- File: JKD/JKE - SUSPENSION/EXPULSION OF STUDENTS
- File: JKD/JKE-R - SUSPENSION/EXPULSION OF STUDENTS
- File: JLA - STUDENT INSURANCE PROGRAM
- File: JLCB - IMMUNIZATION OF STUDENTS
- File: JLCB-R - IMMUNIZATION OF STUDENTS
- File: JLCC - COMMUNICABLE/INFECTIOUS DISEASES
- File: JLCD-E - PERMISSION FOR MEDICATION
- File: JLDAC - SCREENING/TESTING OF STUDENTS
- File: JLIB - STUDENT DISMISSAL PRECAUTIONS
- File: JLJ\* - PHYSICAL ACTIVITY
- File: JQ - STUDENT FEES, FINES AND CHARGES
- File: JRA/JRC-R - STUDENT RECORDS/RELEASE OF INFORMATION ON STUDENTS
- File: JRCB\* - PRIVACY AND PROTECTION OF CONFIDENTIAL STUDENT INFORMATION
- File: JRCB\*-R - PRIVACY AND PROTECTION OF CONFIDENTIAL STUDENT INFORMATION
- File: JS\* - WPSD STUDENT RESPONSIBLE USE OF TECHNOLOGY AGREEMENT
- File: JS-E - WOODLAND PARK SCHOOL DISTRICT ACCEPTABLE USE AGREEMENT FOR STUDENTS

- File: JU - STUDENT MEMORIALS
- File: JU-E - PERMANENT STUDENT
  
- **File: KB - PARENT AND FAMILY ENGAGEMENT IN EDUCATION**
- File: KBA - DISTRICT TITLE I PARENT AND FAMILY ENGAGEMENT
- File: KBBA - CUSTODIAL AND NONCUSTODIAL PARENT RIGHTS AND RESPONSIBILITIES
- File: KCB - COMMUNITY INVOLVEMENT IN DECISION MAKING
- File: KD - PUBLIC INFORMATION AND COMMUNICATIONS
- File: KDB - PUBLIC'S RIGHT TO KNOW/FREEDOM OF INFORMATION
- File: KDB-R - PUBLIC'S RIGHT TO KNOW/FREEDOM OF INFORMATION
- File: KDBA\* - PARENT NOTIFICATION OF EMPLOYEE CRIMINAL CHARGES
- File: KDBA\*-E - PARENT NOTIFICATION OF EMPLOYEE CRIMINAL CHARGES
- File: KDDA - PRESS RELEASES, CONFERENCES AND INTERVIEWS
- File: KDEA\* - CRISIS MANAGEMENT COMMUNICATIONS
- File: KE - PUBLIC CONCERNS AND COMPLAINTS
- File: KE-R - PUBLIC CONCERNS AND COMPLAINTS
- File: KEC - PUBLIC CONCERNS/COMPLAINTS ABOUT INSTRUCTIONAL RESOURCES
- File: KEC-E - PUBLIC CONCERNS/COMPLAINTS ABOUT INSTRUCTIONAL RESOURCES
- File: KEF\* - PUBLIC CONCERNS/COMPLAINTS ABOUT TEACHING METHODS, ACTIVITIES OR PRESENTATIONS
- File: KHC - DISTRIBUTION/POSTING OF PROMOTIONAL MATERIALS
- File: KHC-R - DISTRIBUTION/POSTING OF PROMOTIONAL MATERIALS
- **File: LC - RELATIONS WITH EDUCATION RESEARCH AGENCIES**
- File: LC-R - RELATIONS WITH EDUCATION RESEARCH AGENCIES

**ATTACHMENT 8: SCHOOL'S RECRUITMENT AND ENROLLMENT PLAN**

## Enrollment: Student Recruitment & Outreach Plan

### Outreach

Please find herein Merit Academy's outreach plan as a WPSD charter school, per CO best practices and WPSD's desire for Merit Academy to engage in a robust outreach and recruitment strategy. Our outreach plan is designed to reach these Woodland Park School District (WPSD) and wider area families and inform them of key events for the introduction of Merit Academy (MA). The information will contain key dates, including enrollment windows, lottery procedures, and enrollment guidelines and priorities. Our advertising will include information for current residents of the WPSD as well as incoming families. For current residents, we will:

- Distribute flyers and brochures to a variety of high-traffic locations, which may include
  - Libraries
  - Area businesses
  - Handouts and presentations to groups focused on school age children likes Mothers of Pre- Schoolers (MOPS)
  - Local youth organizations
  - Booths, tables, and a presence at Community and area events
  - Scouting organizations
  - Area churches
- Expand our social media footprint:
  - Website (merit.academy), Family Facebook Page, Public Facebook Page.

Our website includes information on the school, enrollment procedures, and information on enrollment and registration. The web site currently includes an "Intent to Enroll" form to complete, which is the first step in the enrollment process, or they may be added to contact list as "interested". MA social media will contain additional pertinent information, FAQs, forms, and will direct interested family's to informational meetings.

- Press Releases:
  - Merit Academy's Board of Directors will issue press releases that promote school information meetings, enrollment events and opening information. It will also issue press releases that recognize accomplishments and awards received by Students, staff, and the school itself.
- Local and National Newspapers or Media have already, and will continue to, feature articles on Merit Academy, information on enrollment, and milestones achieved in these first years of operation. These outlets may include:
  - The Pikes Peak Courier
  - The Mountain Jackpot
  - The Colorado Springs Gazette
- Open Houses / Community Meetings
  - Parent Information Meetings

- o Back to School Nights: The Merit Academy marketing strategy recognizes that Back to School Nights are a valuable tool to link students, teachers, parents, and staff. Back to School nights are a wonderful opportunity to connect and we will partner with local businesses for support to the first Back to School Night
- Signage:
  - o MA will erect signs on the school site during the summer. The signs will have MA's name and contact information plus enrollment or registration events during that time of year. We will also contact local businesses and property owners in high traffic areas for permission to post "Enroll Now!" information.

#### New Area Families

Merit Academy and the additional option it provides is already drawing new families to the WPSD and Ute Pass area. Therefore, we will target those new residents with information as well. This includes:

- Information for greeting packets for new residents of Teller County.
- Flyers and brochures distributed to a variety of locations:
  - o Real Estate development model homes
  - o Real Estate development sales office
  - o Area real estate agent's offices
  - o Chamber of Commerce Visitor's Center

**ATTACHMENT 9: SCHOOL'S ENROLLMENT POLICY (WITH ENROLLMENT PREFERENCES, SELECTION METHOD, AND ENROLLMENT TIMELINE AND PROCEDURES)**

## **Merit Academy Enrollment Policy**

### **Guiding Philosophy**

As children of any socio-economic status, and cognitive ability equally deserve the benefits of a classical model, Merit Academy will recruit students in a manner that ensures equal access to the school and does not discriminate against students of a particular race, color, national origin, creed, religion, ancestry, age, gender, sex, sexual orientation, disability, socioeconomic status, or need for special education. The MA Board of Directors will consider applications of students who have been expelled from other institutions on a case by case basis. The Intent to Enroll form does NOT ask about ethnicity, religion, special services needs (IEP, 504, ALP, ELL, or other), or other such identifiers. It is a truly “blind” form for a fair and objective enrollment/lottery process.

### **Intent to Enroll Form**

Parents must indicate the intent to enroll their students in Merit Academy by completing an Intent to Enroll Form prior to or during MA’s open enrollment period. This period will begin on or around January 15 and end on or around February 15th of each year. A parent’s submission of this form does not guarantee enrollment for the interested student, nor does it legally bind families to enroll in Merit Academy if selected. The Intent to Enroll form will be done primarily online, however application can be submitted via fax, email, mail, or in person.

MA will compile a database of all families with completed enrollment forms to ensure their inclusion in the lottery. The Academy will facilitate access to Intent to Enroll forms for families without internet access at all parent meetings. MA will also make Intent to Enroll forms available in Spanish to facilitate access for the region’s primary group of non-English speakers. Merit Academy will also provide hard copy enrollment forms at all parent information meetings held before the initial year and at informational meetings during subsequent years of operation. These forms will also be available at the Merit Academy offices.

### **Merit Academy Priority Admission Procedures**

Up to twenty percent (20%) of students will be offered enrollment using the preferences listed in order below:

Children of the members of the Founding Committee for Merit Academy. Members of this Committee are those who contributed substantially to the development of application documents, grants, research, outreach, or other activities required to found the school and attended and contributed to at least 75% of the Founding Committee meetings after their selection for the committee and before the transition to a Board of Directors.

- Children of full-time teachers and staff of the Charter School. Full-time employees are those who work at least 30 hours a week and are in that status at the time of the lottery.

After the first year, there will be automatic enrollment for Students in good standing who would like to continue their education at Merit Academy. Their placement will be determined

by promotion, retention, and /or acceleration policies. MA will ask parents to complete an Intent to Continue Enrollment before January 10 annually.

Parent who choose to submit Intent to Enroll forms for siblings of currently enrolled students will receive priority enrollment offers into available openings at the suitable grade level

After enrollment slots are filled as described above, the next priority will go to the following preferential order: \* current Merit Homeschool students hoping to transfer into full time status \* all other children living within WPSD boundaries. If enrollment applications exceed available openings, all in district applications shall have an equal chance of being admitted through the lottery, process set forth below.

If there are remaining available openings after the categories above have been considered, the next variable for seat offering is how much time students have been on the waitlist and the final consideration is all out of district applications. This selection ensures a fair selection process through the lottery.

### **Lottery Procedures**

If the MA applications received during the open enrollment period exceed the spaces available, students shall be selected by a random lottery, subject to the enrollment preferences described above. The Merit Academy Board of Directors will oversee this lottery process. While allowed under current regulations for CCSP qualification, MA does not plan to use a weighted lottery for its enrollment decisions.

Once chartered, the lottery will occur on or before February 20th of each year. The lottery will contain the names taken from the Intent to Enroll forms received by the school prior to the close of business on February 15th and the names that have not been removed by request of the parent/guardian or as a result of a previous offer that was declined or a non-response to an offer. A lottery number for each child in each grade will be randomly assigned for the upcoming academic year only. The lottery will be conducted from the highest grade level with available spaces in descending order down to the Kindergarten spaces. As a name is drawn, all younger siblings of that child will be given priority for their grade levels.

Placement in programs is prescribed by the student's age as of October 1 for children entering Kindergarten or First grade. For children enrolling in other grades, placement will correspond with the grade level the child would be entering in their former school.

Invitations to enroll will first be extended to families selected by the lottery process. After all spaces for each grade level have been filled by the lottery, remaining students will be placed on a waitlist for openings that may arise in the upcoming school year. This lottery-generated waitlist will be maintained until the following year, upon which parents will have a chance to confirm whether or not they wish to remain on the waitlist. Lottery numbers are valid for one (1) lottery cycle.

To participate in subsequent year's lottery, families must indicate that they want to be considered for that future lottery and must update their enrollment form by completing the appropriate paperwork prior to February 15th. After Year 2, the Merit Academy Board of Directors and Administration will review the current lottery process and reserves the right to change the lottery application process to better meet the needs of the school and community.

If a parent/guardian whose child is on the waitlist declines or does not respond to an enrollment offer within the designed timeframe as noted in this policy, they will be removed from the MA database and a new Intent to Enroll form must be submitted to be included in future lotteries.

### **Enrollment Acceptance**

Merit Academy will notify Families selected in the lottery for an available placement for the upcoming school year via e-mail beginning the day of the lottery and will follow-up with a phone call if no response is received within 72 hours. After the family is contacted and enrollment is offered, the school will require a verbal decision within 72 hours.

Parents/guardians of the student(s) will provide a reasonable way for MA to reach them regarding enrollment and will tell the school of any change to their contact information. While MA will make every attempt to notify families, the school is not responsible for the inability to contact families should they be unreachable (i.e. traveling, inaccurate information on the Intent to Enroll form, etc.). After the first day of school, families who are contacted about immediate openings will need to give a verbal decision within 48 hours of the enrollment offer. MA reserves the right to cease new student enrollment after October 15.

Siblings receive priority, but not guaranteed enrollment as listed above. Every effort will be made to ensure enrollment for siblings in the future. Sibling status will begin after a sibling is enrolled or an older sibling is selected in the lottery and continue in future years while a student from that family is continuously enrolled. If an incoming kindergarten student has accepted enrollment and is determined by staff and parents to benefit by waiting a year, MA will reserve a kindergarten spot for the following year for that child.

All admitted families must complete an enrollment packet that documents proof of residency, current immunizations and health appraisal, and if applicable, a 504 service agreement, Individual Education Plan for special education, a Behavior Plan, a Safety and/or Containment Plan, a literacy and/or tutoring plan, etc. and a home language survey. In addition, families must attend an orientation meeting that will introduce the child and family to his or her teacher, school culture and discipline expectations, etc.

Families may choose to withdraw their children from the school at any time. To the extent possible, the School will hold exit interviews with the parents/guardians of withdrawing students to gather as much information as possible regarding reasons behind the withdraw. The data collected will be used to shape future school decisions.

**ATTACHMENT 10: DISTRICT SERVICES CONTRACT**