



C2024-0053 CHARTER SCHOOL CONTRACT

between

COLORADO SPRINGS SCHOOL DISTRICT 11

And

THOMAS MACLAREN SCHOOL

July 1, 2024 – June 30, 2029

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Section One: Introduction

THIS CHARTER SCHOOL CONTRACT (“Contract”), effective July 1, 2024, is made and entered into between **COLORADO SPRINGS SCHOOL DISTRICT 11** (the “District”), as authorizer, and **THOMAS MACLAREN STATE CHARTER SCHOOL dba THOMAS MACLAREN SCHOOL** (the “School”), a charter public school organized under the laws of the state of Colorado (the “State”) as a non-profit corporation. The District and the School are also referred to herein as the “Parties” or individually as a “Party.”

1.1 Recitals.

WHEREAS, the Colorado General Assembly has enacted the Charter Schools Act, C.R.S. §22-30.5-101, and following, as amended from time to time (the “Charter Schools Act”), for certain purposes as enumerated in C.R.S. §22-30.5-102(2) and (3).

WHEREAS, the Charter School, has been in operation since the 2009-2010 school year, and has previously operated under a charter granted by the Charter School Institute (“CSI”). On August 14, 2023, the Charter School filed a Charter School Transfer Application (the “Application”) seeking District authorization to operate a charter public school serving grades K through 12, known as THOMAS MACLAREN SCHOOL within the District boundaries, at a facility located at 1702 N. Murray Blvd, Colorado Springs, CO 80915.

WHEREAS, the District convened an evaluation team to review the Application and formulate potential recommendations for the Superintendent and District’s Board of Education (the “District Board”); and

WHEREAS, the Application has been reviewed by the District Accountability Committee (“DAC”) and formulated separate recommendation(s), independent of the District’s administrative evaluation team;

WHEREAS, the DAC and the District Board have reviewed the Application in accordance with the requirements of C.R.S. §22-30.5-107 (1) & (1.5); and

Whereas, the District Board has provided multiple open sessions providing time for representatives of the Charter School to make a presentation and respond questions from the District Board, and the DAC and administrative representatives gave their findings and recommendations, and the public was allowed to be heard;

WHEREAS, the School has provided adequate information to the District Board to demonstrate that the School has sufficient community support and academic, financial, governance, and operational success to continue operation of the School as a charter school to be authorized by the District and continue operating within District boundaries;

WHEREAS, pursuant to C.R.S. § 22-30.5-105(1)(a), an approved charter school application serves as the basis for a contract between the School and the District;

WHEREAS, on September 27, 2023, the District’s Board adopted a Resolution **#2024-09 (Attachment 1)** conditionally approving the School’s application pending successful negotiations of a charter school contract between the Parties and granting the School a charter contract for a term of five (5) years, starting July 1, **2024**, for school year **2024-2025**, and continuing through June 30, **2029**, for school year **2028-2029**; and

NOW THEREFORE, in consideration of the foregoing Recitals and the mutual understandings, releases, covenants, and payments contained herein, the Parties agree as set forth below.

Section Two: Establishment of School/Conditions/Term

2.1. Parties. This Contract is entered into between the School and the District. The person signing this Contract on behalf of the School is the President or another authorized officer of the School and it is attested by the Secretary of the School or another authorized officer. The person authorized to sign on behalf of the District is the President of the District Board and as attested by the Secretary of the District Board.

2.2. Contract Term. This Contract is effective as of July 1, 2024, and shall continue through June 30, 2029 for a term of five years, unless earlier terminated or extended as provided herein.

The Parties agree that any financial commitment on the part of the School contained in this Contract is subject to annual appropriation by the School, and the Parties agree that the School has no obligation to fund the financial obligations under this Contract other than for the current fiscal year of the Contract term. The School has not irrevocably pledged and held for payment sufficient cash reserves for paying its obligations under this Contract for any subsequent fiscal year during the remaining term of this Contract.

Each Party shall give the other Party prompt written notice of any failure to fully appropriate funds, on or before July 1 of each fiscal year, for the Party's obligations under this Contract for the fiscal year commencing on such date. The other Party may then elect, in its sole discretion, to terminate this Contract by giving written notice of such termination to the other Party no later than 15 calendar days after receipt of the notice of non-appropriation.

This Contract may be extended for up to five (5) additional one-year periods in accordance with District Policy LBD as amended from time to time, and may be renewed for an additional period upon application by the School for renewal in accordance with the Charter Schools Act, Section 10 below, Policy LBD, any other applicable District policies, and District Board approval of such renewal application.

2.3. Conditions of Approval. The Parties acknowledge and agree that School's charter, as well as this Contract and the District's obligations hereunder, are conditioned on the School's satisfaction of the conditions set forth in the Resolution approving the Application, which is incorporated herein as Attachment 1, pursuant to C.R.S. § 22-30.5-107(5).

2.4. Corporate Status and Governance. The School is incorporated as a nonprofit corporation under the Colorado Revised Non-Profit Corporations Act, C.R.S. §7-121-101 *et seq.* (the "Nonprofit Act"). The School shall continue to operate as a State nonprofit corporation in good standing, and shall assure that its operation is in accordance with its Articles of Incorporation ("Articles") and adopted Bylaws, together with all amendments thereto, both of which are attached as Attachment 14.

2.4.A. Compliance. The School will be bound by and operated in a manner consistent with the terms of this Contract so long as such terms are in accordance with applicable State, federal and local law.

2.4.B. Corporate Purpose. The purpose of the School as set forth in its Articles shall be limited to the operation of a charter school pursuant to the Charter Schools Act, and as may be acceptable under Section 501(c)(3) of the Internal Revenue Code of 1986 and regulations promulgated thereunder, as amended from time to time (the "Code"), if applicable, and for purposes ancillary thereto and in support thereof.

2.4.C. Governance. The School represents that it is and shall maintain its status as a State nonprofit corporation that holds the charter to operate the School under this Contract. The Articles and Bylaws of the School will provide for governance of and operation of the School in a manner consistent with this Contract, the Charter Schools Act, the Nonprofit Act, and other applicable State and federal law and regulations regarding the operation of public schools (collectively, "applicable laws"). The School's governing board ("Charter Board") shall adopt and operate under policies

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consistent therewith. Governance will be reviewed on an on-going basis and reported each year as part of the Annual Performance Review Guide (see **Attachment 10**).

In addition to the requirements under this Contract, the School shall follow any requirements of the Non-Profit Act in amending its Articles and Bylaws. The Charter Board will notify the District of any material modification to the Articles, the Bylaws, policies, and procedures and shall provide copies of the same to the District within 30 business days (as defined in Section 18.10.B.) below) following adoption.

2.4.D. Open Meetings and Access to Records. The School shall make Charter Board-adopted policies, meeting agendas and minutes and related documents readily available for public inspection. The School shall list on its website information about Charter Board members, Charter Board meetings, relevant School documents, and other information that may be of interest to students, parents, and community members. The School shall comply with parts of the Colorado Sunshine Act, C.R.S. §24-6-401 *et seq.* (“Open Meetings Law”) and the Colorado Open Records Act, C.R.S. §24-72-201 *et seq.* (“CORA”) applicable to charter schools, and shall provide accessible information as to how records requests may be made.

2.4.E. Complaints. The School shall follow a School adopted policy for resolving public complaints with respect to the School, including complaints regarding curriculum, which shall include an opportunity for complainants to be heard, and a procedure for an appeal to be heard by the Charter Board, and shall make such policy known to School parents and other constituents. The School shall submit its process to the District for administrative review; and any material changes to the policy shall be submitted to the District prior to implementation.

2.4.F. Conflicts of Interest. Members of the Charter Board or any governing committee established for the School shall comply with applicable laws regarding ethics and conflict of interest, and shall maintain and enforce its conflicts of interest policy. 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 be substantially as set forth in **Attachment 4** (Conflict of Interest Certification Form). All officers and directors of the Charter School shall file an annual Oath in accordance with C.R.S. §24-12-101, *et seq.*

2.4.G. School Governing Board Authority. The Charter Board shall have full authority and responsibility for the School, including ultimate responsibility for fiscal, legal and contractual compliance matters of the School, consistent with the Charter Schools Act and with applicable provisions of the Nonprofit Act; has and shall meet the duties imposed on such bodies by operation of law; and enjoys all individual immunities from liability provided by applicable law. Nothing in this Contract may be construed as a waiver of individual immunity from liability, in any form, granted by law to a School director, employee, volunteer, agent or representative.

2.4.H. Non-Commingling. The School shall keep its assets, funds, liabilities and financial records separate from assets, funds, liabilities, and financial records of any other person, entity, or organization including any education management provider (“EMP”) whose services the School retains, and from any other charter schools not operating under this Contract.

2.5. Charter School Legal Status.

2.5.A. The School is organized and maintained as a separate legal entity from the District for all purposes of this Contract. As provided by the Charter Schools Act, the School shall constitute a public school in the State. Notwithstanding its existence as a separate legal entity, the educational programs conducted by the School are considered to be operated by the School as part of the District. As such, the School is subject to applicable laws and District policies that apply to all public schools unless waived in accordance with the Charter School Act and Section 16 of this Contract.

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2.5.B. Further, the School 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.

2.5.C The School is a local public body within the meaning of C.R.S. §24-6-402(1)(a), and therefore are subject to applicable provisions of the Open Meetings Law and CORA.

2.6. Contracting for Core Educational Services. Unless otherwise agreed in writing by the District, the School shall not have authority to enter into a contract or subcontract for the management or administration of its core instructional program or services, except special education and related services. This shall not prevent the School from engaging independent contractors to teach selected, specific courses. Any contract with an Education Management Provider (“EMP”) shall be subject to the terms of Section 12.9 below.

Section Three: School Enrollment and Demographics

3.1. Enrollment Levels. The School may provide instruction to students in grades K-12. Should the School elect to begin a preschool program it shall submit a plan to the Superintendent for approval, which approval shall not be unreasonably delayed or denied.

3.2. Enrollment Variance.

3.2.A. If the School determines that it will not provide instruction to students for any grade that was included in the Application, or decides to provide instruction to students for any grade that was not included in the Application initially, each such change constitutes a material change to this Contract, and must be approved in advance by the District and evidenced by an amendment to this Contract.

3.2.B. Notwithstanding permissible variance to the School’s target enrollment, the School shall at all times comply with the legal capacity requirements and limits of the School’s facilities and site as set forth in the Certificate of Occupancy.

3.2.C. The School acknowledges that if actual enrollment declines below the minimum enrollment required for financial viability, which the Parties agree in good faith shall be 350 FTE students, this is a material breach of this Contract, and the School’s charter may be revoked; provided however, if feasible the District shall provide one school year to remedy the breach.

3.3. Non-Discrimination and Enrollment Equity.

3.3.A. The School shall enroll students in a nondiscriminatory manner consistent with C.R.S. § 22-30.5-104(3). The School shall implement a recruitment and enrollment plan that ensures that it is available to any child that resides in the District, subject to its weighted lottery and with the goal of having 50% or more of its students residing in the District or in districts contiguous thereto subject to its maximum enrollment. The School shall make reasonable progress toward this goal and will update the District annually on their related actions.

3.3.B. Subject to the terms of its weighted lottery, the School will make a good faith effort to enroll and retain a population of students that are eligible for free or reduced lunch, English language learners, and special education programs that is reasonably representative of District averages for those populations, taking into consideration the demographics of public schools within a reasonable proximity to the School location and areas of the District that the School’s enrollment is actually from (“representative populations”).

3.3.C. The Parties acknowledge that the School’s good faith effort to enroll and retain representative populations does not, in and of itself, ensure achievement of this outcome. As a public school, the School may not turn away

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students based on their effect on the School's demographics provided that they are otherwise properly enrolled in accordance with Section 3.3.D. below.

3.3.D. The School shall follow the enrollment procedures, timeline, any priorities or preferences, and selection method as described in **Attachment 12** (Enrollment Policy).

3.4. Eligibility. The School shall limit enrollment of students, including students with disabilities and out of District students, 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.

The School shall make all enrollment decisions in accordance with applicable laws.

3.5. Joint Enrollment. No student may be jointly enrolled in the School and another District school for academic courses, 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.

3.6. Continued Enrollment. Pursuant to State law, students who enroll in the School shall remain enrolled in the School through the highest grade served by the School, absent expulsion, graduation, court ordered placement, enrollment in another district, enrollment in a private school, enrollment in a charter school not authorized by the District, moving from the State, enrollment in homeschooling, dropping out and not being of age for mandatory schooling, no longer residing at a known address and not being able to be found by the School upon reasonable inquiry, or placement in a different school pursuant to an IEP; and the School shall be considered the student's home school for purposes of choice enrollment. Students wishing to transfer from the School to another school in the District may do so only through the District's choice enrollment and transfer procedures.

3.7. Transfer. After October 1 each school year, any movement of students from the School to any District school, including the school serving the student's residence address that is not operated pursuant to a charter school contract, shall be in accordance with the standard District transfer process. The District shall not unreasonably deny student and family requests for transfer to a District school.

3.8. Enrollment Procedures for Students with Disabilities.

3.8.A. Procedures. In order to ensure that the needs of students with disabilities are met, admission process and procedures for enrollment of students with disabilities or a Section 504 plan shall be performed in the following manner.

3.8.A.1. Following the submission of a completed application by the deadline (if any), upon completing the lottery (if appropriate), and upon admission, the School shall require that the student/District provide the most recent Individualized Education Program/Plan ("IEP") or Section 504 Plan, if any. Enrollment of applicants with an IEP or Section 504 Plan shall be consistent with the School's Special Education Plan. After a student has secured a seat through the School's lottery process, if a student is determined to be a student with a disability, an IEP or 504 team to include the School Principal or designee, the School special education coordinator, and a District representative, as well as other appropriate team members, including the parent(s), shall ensure that the student can be provided the special education programming required by the student's individualized education plan (IEP) or provided the accommodations required by the Section 504 Plan, or make another appropriate decision concerning the student's placement.

3.8.A.2. Placement of applicants with an IEP or Section 504 Plan shall be consistent with District procedures. Prior to implementation or material change thereto, the School shall provide to District personnel sufficient written documentation of its process to ensure that School's process meets the School's and the District's obligations concerning the education of students with disabilities. Every student who is admitted with an IEP or Section 504 Plan from his/her previous school shall be placed directly in a program that meets the requirements of such IEP or Section

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504 Plan, unless and until a review of staffing by the IEP team or Plan review meeting is held and the IEP or Section 504 Plan is changed.

3.8.A.3. All admissions decisions must be made prior to the School inquiring as to whether a student has an existing IEP or 504 Plan, or takes medications, and no requests for documentation shall be made prior to a student's admission; however, admission shall be conditional. After an admission decision is made, and the School has received a copy of a student's plan, a screening team consisting of the School Principal or designee, the School special education coordinator, and a District representative, as needed, 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 services and space available at the School are sufficient to deliver the program required by the IEP or to provide the accommodations required in the Section 504 Plan. If the screening team cannot reach consensus, the District representative shall convene a complete IEP team to make the final determination.

3.8.A.4. When the screening team (as outlined in Subsection 3.8.A.3. above) has determined that a student has intensive service needs, and that student applies for admission into the School, the School Principal shall convene an IEP Team meeting. The student's admission is conditioned upon a determination by the IEP Team that 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 unreasonable modifications. If the determination is that FAPE is not available at the School, the student's admission shall be rescinded and the student's current placement shall remain as determined by the prior IEP Team meeting, unless changed at the School's IEP Team meeting. Representatives from the student's prior school shall be invited to participate in the IEP Team meeting at the School. Additionally, an application for attendance at the School may be denied for a student seeking placement in the School in the same manner and for the same reasons as such application may be denied for a student without disabilities in accordance with C.R.S. §22-30-106 as described below.

3.9. Denial of Admission. The School and the District are protected by C.R.S. §22-33-106 which provides grounds for denial of enrollment. See Section 4.8 for provisions relating to expulsion of a School student.

3.10. Reporting and Enrollment.

3.10.A. Reporting. The District currently uses PowerSchool as its District-wide student information system ("SIS") The School also currently uses PowerSchool as its SIS. If at any time the School elects not to use PowerSchool as its SIS, it shall be responsible for timely reporting directly to the District the following information:

- all count data (Student October Count;
- End of Year/EOY;
- December Student Count); and
- Any other data reasonably required by the District that must be reported to it or to CDE through the District.

The School shall reasonably cooperate with the District to track and report count data through PowerSchool to transfer data in the format required by the District's Enrollment office, attendance, special education or other information and to the extent necessary for compliance with applicable laws. In the event that the School repeatedly fails to meet its obligations to provide any such required information to the District, and the same is not cured, the District may reasonably require the School, at its expense, to obtain one or more PowerSchool licenses and other equipment necessary to report only required information under PowerSchool.

3.10.B. Centralized Enrollment. The School shall not participate in District centralized enrollment system. So long as it does not participate in such system, School shall annually provide the District with its planned open enrollment dates, and annually on March 15 of each year notify the District of the number openings in any grade levels it has. Should the School determine it wishes to participate in the District centralized enrollment system for a given year, it shall notify the

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District on or before September 30 of the current school year, or such other earlier or later date provided by the District at least 60 days in advance.

Section Four: Educational Program and Assessments

4.1. Mission and Vision. The mission and vision of the School is as follows:

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

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

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

We believe all students can be active and useful participants in the ongoing and enduring conversation that is a vibrant civilization. Jacques Maritain, the French philosopher, described education as a human awakening. The goal of Thomas MacLaren School is to develop young men and women who are fully human and fully awake to the world.

The Charter Board shall operate the School in a manner consistent with the vision and mission statements as approved by the District. Material revisions to the vision and mission statements shall be considered material changes to the Contract and shall require at least 30 days advance notification to the District.

4.2. Material Education Program Characteristics. The School shall have the right, the authority, and the responsibility to design the educational program and make educational resource allocation decisions, changes, and modifications in the best interests of its students provided that the educational program shall meet or exceed the Colorado Academic Standards and shall meet the terms of this Contract.

Notwithstanding the School's authority to design, change, and modify the educational program, there are material components of the educational program ("Material Program Components"), incorporated herein as **Attachment 11** (Material Program Components) that the District deems critical to its approval of the School's Application. Changes to these Material Program Components constitute a material change to this Contract requiring the District's prior written approval. The District shall not unreasonably withhold, condition, or delay such approval.

4.3. Mandatory Subjects of Instruction.

4.3.A. Statutorily Mandated Subjects. The School shall comply with all State statutory requirements concerning subjects of instruction, unless specifically waived by the Colorado State Board of Education (the "State Board"), including but not limited to:

- instruction in the areas of State and federal history and civil government, C.R.S. § 22-1-104;
- honor and use of the United States Flag, C.R.S. § 22-1-106;

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- the federal constitution, C.R.S. §§ 22-1-108 & -109; and
- the effect of use of alcohol and controlled substances, C.R.S. § 22-1-110.

4.3.B The School shall comply with the requirements of the Colorado Reading to Ensure Academic Development Act (“READ Act”), C.R.S. § 22-7-1201, *et seq.* including but not limited to:

- Student promotion and retention criteria
- Progress monitoring and interventions for struggling students
- Parent communication
- Assessment administration

4.4. Assessment. Unless otherwise exempted by law or District policy, the School shall participate in all applicable testing programs required by the State, currently including, but not limited to, the Colorado Measures of Academic Success (“CMAS”), READ Act aligned early literacy assessments, Universal Gifted Screening, and any applicable placement and assessment tests for English Language Learners, including but not limited to ACCESS and WIDA ACCESS Screener, as they exist now or may later be amended.

The School shall maintain test security and administer the tests consistent with all relevant State and District requirements and provide accommodations when required.

The School shall follow professional and ethical standards for assessment administration. Violation of this provision of this Contract shall be deemed a material violation.

School staff may attend any assessment-related District training sessions, whether required or optional for District school staff, including District-developed testing ethics and administration procedure training.

4.4.A. Evaluation of Student Performance. The School’s plan for evaluating pupil performance will include participation in all testing programs required by the State of Colorado as they exist now or may later be amended from time to time. These currently include Colorado Measures of Academic Success (CMAS) and Colorado English Assessment (WIDA). Compliance shall include adherence to any State testing schedule or window, approved and published from time to time. Violation of this provision shall be deemed a material violation of the conditions, standards, or procedures of this Contract. District personnel may monitor compliance in person from time to time.

4.4.B. Internal Assessments. The School currently uses a test other than the District Benchmark, NWEA Maps, which the Parties agree is a valid alternative assessment tool to measure academic achievement and growth, and continued use of the same is hereby approved. During the Term if the School desires to change to a different internal assessment other than the District Benchmark or the one listed above, the School will choose a valid measure of academic achievement and growth no later than 90 days before such assessments are scheduled, and shall first submit the same to the District for approval as an alternative assessment tool, which shall not be unreasonably withheld or delayed, if such tool is recognized in the academic community to assess substantially the same skills/performance standards. Once an alternative assessment is approved no further approvals or waivers shall be required. Additionally, the School will administer any assessments reasonably required by the District for accreditation.

If the School desires to perform more student assessment internally, the School shall notify the District in writing of other tools in use, at least once per school year, and may elect to include the results of the same in the School’s Annual Performance Review (“APR”).

The School shall conform to the ethical standardized testing procedures, including student testing accommodations when appropriate, as required by applicable law.

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As reasonably requested, but no less often than annually, the School shall report to the District their pupil evaluation results/assessment results, where schedules are not otherwise stated.

4.4.C. Minimum Pupil Performance Goals. The annual minimum pupil performance goals for the School shall be annually identified in the School's UIP and shall be, at a minimum, equal to those of the District. The District shall impose no more/no less than the same criteria as other schools under the District's purview serving similar student demographics. Appropriate student achievement goals shall be included in the School's annual UIP as required by the State and in accordance with corresponding timelines.

4.5. Other State-Required Assessments.

Student results, including those measuring longitudinal growth and levels of proficiency, on State-required assessments shall equal or exceed results for schools serving comparable students district-wide.

4.6. Attendance. The School agrees that it shall comply with all State and federal laws and regulations concerning student attendance and shall comply with District attendance policies unless it obtains a waiver from the same in accordance with Section 16 below. Attendance of students at the School shall be in compliance with Colorado's compulsory attendance laws, including, without limitation, hour requirements and the distinction made between excused and unexcused absences.

4.7. Discipline. The School shall ensure that its discipline policies, as written and implemented for all students, are in compliance with C.R.S. §§ 22-32- 109.1, 22-33-105, 22-33-106, 22-33-106.1, any other applicable laws, and State and District policies that are not waived relating to discipline of students, to ensure equity across all students.

The School may create and utilize its own policies for in-school and out-of-school suspension procedures, provided that the procedures must provide due process consistent with applicable law, and adequately provide for tracking of expulsion and suspension data by type; however, the School shall submit the same to the District to review for compliance with the applicable law; and the School shall report its tracking information for the District to comply with upstream reporting requirements to CDE.

4.8. Expulsion. The Charter Board-approved discipline policy shall establish a process for expulsion from the School that is consistent with applicable law. The decision to expel a student from the School following an expulsion hearing shall remain with the Charter Board or a designee of that board, in alignment with applicable law. Any hearing officer conducting an expulsion hearing shall have completed training in accordance with applicable law. Any decision to expel a student from the School by the School's Board shall specify the student's options for education during the term of expulsion, and the School shall coordinate with the District regarding such options within the District, if any.

A decision to expel a student from the School may be appealed to the Charter Board in accordance with School policy. The Charter Board shall have final authority regarding appeals in student expulsion cases and its decision shall be final, subject only to applicable law.

The authority to hold expulsion hearings and to expel a student from the District as a whole shall remain with the District Board or its designee. In the event that an independent expulsion action from the District is instituted by the District, the Charter Board, or its designee, shall make findings of fact and recommendations to the District Superintendent or his designee regarding such expulsion.

Any general education services required by law to be provided to suspended or expelled School students shall be the sole responsibility of the District to arrange, in cooperation with the School. Any special education and related services required by law to be provided to suspended or expelled School students shall be the sole responsibility of the District. The costs of the services described in this paragraph provided by the District shall be paid by the School to the District as an additional purchased service.

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4.9. Graduation Requirements. The School has adopted its own graduation requirements that align with State graduation guidelines pertaining to both credits obtained and State post-secondary and workforce readiness graduation guidelines, and the School has provided the same to the District in connection with the Application and negotiation of this Contract.

4.10. GED Program. The School's educational program as presented in the District-approved charter school application does not include a GED program. Introduction of GED shall constitute a material change to the Contract. The School is prohibited from offering such GED program without the written consent of the District and amendment of this Contract.

4.11. Other Programs.

4.11.A. Online Program. The School's educational program as presented in the Application does not include online programming pursuant to C.R.S. § 22-33-104 *et seq.* Introduction of an online program shall constitute a material change to this Contract. The School is prohibited from offering an online program without the written approval of the District and amendment of this Contract. However, nothing set forth herein shall be interpreted to preclude the School from delivering online instruction on a temporary or interim basis as reasonably necessary and appropriate for the health, welfare, or safety of students and teachers.

4.11.B. Part-Time Programming. The School shall not offer part-time programs or attendance without prior advance approval of the District, and subject however to the facility capacity limitations. This restriction will not prevent the School from using part-time programming as a temporary individualized accommodation for students due to special education needs, health, or similar barriers to full-time attendance.

4.12. Extracurricular and Interscholastic Activities. Subject to the provisions of C.R.S. §22-32-116.5 and this Contract, a student at the School may try out for or participate in non-academic, extracurricular, and interscholastic activities not offered at the School at other schools in the District, provided that the prerequisites for participation are met and there is space available in the desired activity. Where such participation requires payment of a fee, the School or the student shall be responsible for payment of the fee consistent with the policies and practices of the School.

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, except as may be provided in applicable law and regulations.

4.13. Tuition and Fees, and Waiver for Indigent Students.

4.13.A Tuition. The School shall not charge tuition, except as otherwise provided in C.R.S. §22-20-109(5), § 22-32-115(1) and (2) and § 22-54-109, other than for private pre-K programs or care outside of UPK parameters, extended kindergarten programs, before and after school programs, or as otherwise permitted by law.

4.13.B. Fees. Student fees may be charged by the School so long as they are in accordance with applicable State law, including but not limited to the provisions of C.R.S. §22-32-110(1)(o) & (p) and §22-32-117.

4.13.C. Publication and Notice. The School shall publish and otherwise make information about any and all tuition and fee requirements, including tuition and fee amounts, publicly accessible annually. The School shall waive all fees for indigent students in accordance with applicable federal and State law. The School shall include notification of the policy of waiver of fees for indigent students on all fee lists and schedules and its annual public notice regarding fees. All communications with families about tuition and fees shall be consistent with posted information.

4.14. Volunteer Requirements. Any requirement adopted by the School that requires parents commit to or accrue a number of volunteer hours or contribute money in lieu thereof shall be subject to a waiver process that considers individual family circumstances. The School shall not condition the continued enrollment of any student on the commitment of the student's parents to provide any number of volunteer hours or donations in lieu thereof. The School

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shall provide a copy of any volunteer policy and any changes thereto to the District. The School agrees to conduct background checks of volunteers as appropriate.

4.15. Survey Indigent Students. The School shall survey its student population for eligibility for free and reduced-price lunches pursuant to federal guidelines in accordance with State Board regulations, and shall use the same for determination of qualification for applicable programs.

Section Five: Academically Exceptional Students

5.1. General. The School shall identify academically low-achieving, at-risk students, gifted and talented, and other "exceptional children" as defined 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, as set forth in the Application and this Contract.

5.2. English Language.

5.2.A. Limited English Proficient Children. The School shall, in accordance with applicable law, provide services, resources, and support to Limited English Proficient ("LEP") children to ensure that they are given meaningful access to grade level content, acquire proficiency in English, and achieve grade level standards with applicable law. The School shall follow the District's lawful procedures for identifying, assessing, monitoring, and exiting LEP children, or shall provide reasonable evidence to the District of its established procedures, which shall meet applicable law.

5.2.B. English Language Learners.

5.2.B.1. The School shall timely identify students for whom English is a second language or otherwise have limited English proficiency, and shall provide adequate English to support language development services to such English language learners ("ELLs"). Support services shall be provided by a trained ESL teacher to enable them to acquire sufficient English language proficiency to give meaningful access to grade level content in the mainstream English language instructional program.

5.2.B.2. The School shall adopt procedures for identifying, assessing, monitoring, and exiting English language learners, consistent with applicable laws, and if the School's tools or procedures vary from the District, the School shall submit the same to the District in writing to verify compliance with applicable law.

5.2.B.3. The School shall administer the W-APT and the WIDA ACCESS Screener within the 10-day window as required by the State and the ACCESS for ELLs 2.0 to its applicable enrolled students, and at least 80 percent of the applicable enrolled students who have been in attendance for 75 percent or more of the scheduled instructional days shall demonstrate at least one year's increase in proficiency level on the annual assessment compared to their performance during the previous year.

5.2.B.4. The School shall provide translation services to parents who speak a language other than English. The School shall follow the District's lawful procedures for identifying, assessing, and exiting English language learners, or shall provide reasonable evidence to the District that its established procedures meet applicable law.

5.2.C. Funding. State and federal funding provided for ELLs shall be provided as stated in Section 15 below.

5.3. Gifted and Talented. The School shall identify and provide resources and support to gifted and talented students to enable them to meet their particular academic and emotional needs with a focus on Specific Academic Aptitudes and Specific Talent Aptitudes, as specified by CDE.

Section Six: Education of Students with Disabilities

6.1. Special Education Plan. The School shall formulate and implement its plan for meeting the needs of students with disabilities in accordance with applicable laws and regulations and District Board policies and regulations, unless otherwise waived, which plan is attached (**Attachment 15**) (“Special Education Plan”). Any material changes to the Special Education Plan shall first be submitted to and approved by the District’s Executive Director of Special Education, which approval shall not be unreasonably withheld, conditioned, or delayed.

The School and District expressly agree, to the extent permitted by law, to defend, hold harmless and indemnify the other, its board members, officers, employees, and agents from all liability, claims, and demands arising from any suit, action, grievance, complaint, charge, or proceeding initiated as a result of actions or omissions of the indemnitor in relation to the obligation to provide special education services and accommodations under applicable federal and State law.

6.2. Education of Students with Disabilities. Special education programs and services shall be available to each eligible student as part of the regular school day in accordance with the least restrictive environment mandate of applicable federal and State law.

6.2.A. School Obligations. Notwithstanding anything in this Contract to the contrary and unless otherwise agreed to by both Parties, special education services, related services, and accommodations for students who are eligible under the Individuals with Disabilities Act, as amended by the Individuals with Disabilities Education Improvement Act of 2004, and as further modified by the Every Student Succeeds Act (2015) (collectively, “IDEA”), Section 504 of the Rehabilitation Act of 1973 (“Section 504”), the Americans with Disabilities Act (“ADA”), and the Exceptional Children’s Education Act (“ECEA”) shall be provided by the School in accordance with the Special Education Plan. Special education services at the School shall be commensurate with those provided at other District schools. The School shall advise the District’s Executive Director of Special Education of any issues, which might potentially impact the District, including but not limited to appeals and complaints.

6.2.B. Development/Implementation. Subject to the Special Education Plan, the School shall direct the assessment, development, implementation, and/or modification of an IEP for special education students of the School, and may request the District’s assistance for consultation on evaluation and implementation, attendance at determination or modification meetings, and review of implementation and assistance to assure adequate progress thereunder in accordance with the School’s Special Education Plan. Additionally, the School will be responsible for compliance with Section 504 and the ADA in its general curriculum, including but not limited to ChildFind early identification, MTSS procedures, testing, and implementation of any formal Section 504 Plan that has been developed for a student. The School shall document compliance with the requirements of applicable laws, including notification and procedural due process. The District shall respect the School’s curriculum, instructional program, and mission in the development of IEPs for students enrolled in the School.

6.2.C. Teachers to Attend Meetings. The School shall provide time at the School’s expense for the School’s general education teachers to attend IEP meetings and other meetings and to provide consultation to the District’s special education staff concerning students.

6.2.D. The District’s Responsibilities. The District, as the Local Educational Agency (LEA), is responsible for ensuring that the requirements of applicable laws regarding the education of students with disabilities are met in the School. Accordingly, the District will provide administrative oversight as set forth herein. The School will fully cooperate with the District in the District’s reasonable exercise of these oversight responsibilities. The School understands and agrees that additional fees may be incurred for such oversight, and for non-performance on behalf of the School.

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6.3. Revenue and Costs. Special education funding shall be allocated to the School as set forth in Section 15 below. Except as expressly provided below or otherwise in this Contract, the School shall be responsible for all costs incurred in connection with the education of students with disabilities in the School. Under all circumstances the School shall remain responsible for the cost of the portion of the student's IEP that is typically provided by regular education teachers and the regular education program in the District including, without limitation, the classroom teacher, normal classroom supplies, and similar educational services provided to all children.

6.3.A. Except to the extent that the School and the District agree that the School will purchase special education services from the District, the School shall be responsible for all costs related to special education services, including without limitation, costs of placements within the District's center-based programs and out-of-District placements. The Parties agree that should a District center-based or out-of-District placement be necessary, the School will purchase these services as a Buyback Service from the District on terms set forth on Attachment 9 which are reasonably agreed to by the Parties.

6.3.B. The School and District will allocate the financial cost of any legal advice and/or representation incurred in connection with the defense of any legal action brought by any person or entity on behalf of a student attending the School, regardless of whether the action is brought against the School or the District or both, in accordance with the respective responsibilities of the Parties as provided in 6.1. In the event the Parties are unable to agree upon the allocation of responsibility, it shall be assumed to be equally shared. The Parties acknowledge that their close cooperation in the event of legal action is in the best interests of the School, the District, and the student at issue. For purposes of this subparagraph, "legal action" includes, but is not limited to, mediations, due process hearings, State or federal complaints, Office for Civil Rights ("OCR") complaints, and court actions.

6.4. Transportation. . If transportation is identified as a related service on the student's IEP, the School and the District will, in good faith, negotiate transportation services for such student as a Buyback Service as set forth on Attachment 9, if available from the District. If no transportation is available from the District as a Buyback Service, the School shall be solely responsible for arranging for provision of said services, through the District or otherwise. In all instances the School shall be responsible for the cost of providing such transportation.

6.5. Needed Changes Identified. The District 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 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.

To the extent of any conflict between the provisions of this Contract and Attachment 15, the terms of Attachment 15, shall prevail.

Section Seven: School Performance Standards & Evaluation

7.1. District and Operations Standards. The School shall meet or exceed District standards for charter schools in the areas of finance, governance, and operations. The School acknowledges that the standards utilized on the APR may change over time. The District shall provide the School with prior notice and an opportunity for input into any proposed material changes before they become effective. Such material changes shall become applicable to the School if it does not object to such changes in writing within thirty (30) business days after receiving notice of such changes. If the School timely objects to such material change, the Parties shall negotiate in good faith to resolve the School's concerns with regard to such material change to the APR standards. The School shall not be required to adopt and implement any

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changes in District policy on APR made during the term of this Contract, unless required to do so by applicable State or federal law.

7.2. Academic Goals, Objectives, and Pupil Performance Standards. Pursuant to C.R.S. § 22-30.5-110(3)(b), the School is required to meet or make adequate progress towards meeting the academic standards as defined by the Colorado SPF, and any additional federal requirements. The District will define “adequate progress” in reference to annual State ratings and definitions of satisfactory performance, as defined from time to time, and additional progress will be measured through the implementation of annually agreed-upon academic targets, developed through use of the UIP process. The current goal for the School is to achieve and maintain a School Performance Framework Rating (SPF) of Performance. The term “adequate progress” is as defined herein and that the School will be accountable as such. The District will monitor and evaluate the School’s progress as part of the APR it conducts pursuant to C.R.S. § 22-30.5-110(1)(b).

7.3. Accreditation.

The School shall be accredited or accredited with distinction in accordance with written District guidelines and State law. The School shall comply with the educational accountability and the accreditation provisions of applicable State 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. The School shall not be required to adopt and implement any changes in District accreditation guidelines made during the term of this Contract, unless required to do so by State or federal law.

7.4. Annual Performance Review (APR). The District’s APR standards as described in Section 7.1 above and indicators are attached as **Attachment 10** (Annual Performance Review Guide) and are incorporated into this Contract. The District shall evaluate the School in the same manner it evaluates all charter schools authorized by the District.

7.4.A. Adequate progress will be established and measured annually through the implementation of agreed-upon academic targets, developed through the Unified Improvement Plan (“UIP”) process. The District will monitor, measure, and evaluate the School’s progress on goals annually. The School agrees that the term “adequate progress” is defined through this process and that the School will be held accountable pursuant to this definition.

7.4.B. The District will provide the School an opportunity for input and comment before the District finalizes its assessment of the School’s achievement on the objectives listed above.

7.4.C. The District may request interim assessment data as part of ongoing performance monitoring or other processes. The School will supply this data within 15 business days of a written request by the District for such information.

Section Eight: District-School Relationship (Reports and Records)

8.1. District Rights and Responsibilities

8.1.A. Right to Review. The School shall operate under the auspices of, and shall be accountable to, the District and subject to, unless specifically waived or delegated pursuant to this Contract, all applicable federal and State laws and regulations, and District Board policies and regulations relating to the School’s reports and records. All records established and maintained in accordance with the provisions of this Contract, District Board policies and regulations, and federal and State law and regulations shall, subject to the limitations set forth below, be open to inspection and review and made available in a timely manner to District officials who have legitimate educational interests in such records. Such records include, but are not limited to, the following:

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- i. School records including but not limited to student cumulative files, policies, and records related to special education and related services;
- ii. Financial records; including but not limited to bank statements;
- iii. Educational program records, including test administration procedures and student protocols;
- iv. Evidence that criminal background checks have been conducted for personnel, as well as State required evaluation and annual reporting of performance of educators, pursuant to the Educator Effectiveness Act;
- v. Records related to School's operations, including health, safety and occupancy requirements;
- vi. Records related to the inspection of the School facility or facilities; and
- vii. Charter Board minutes, meeting notices, agendas, other records, and communications.

Notwithstanding anything to the contrary herein, the District shall not have access to (1) documents constituting communications with the School's attorney and which are protected by attorney client privilege, or attorney work product doctrine; or (2) documents that would otherwise be executive session minutes, or attorney-client consultation in executive session, or subject to work product exception relating to negotiations with the District.

8.1.B. School Visits. The District may make announced or unannounced visits to the School to fulfill its oversight responsibilities. Except in emergencies, and when directed by the District's Superintendent of Schools, visits should be pre-arranged in a professional manner to avoid needless disruption of the educational process.

8.1.C. Complaints. The District agrees to notify the School in writing regarding any complaint about the School that the District receives which, taken as true, alleges violation of law or this Contract. The notification shall be made within five (5) business days of receipt of the complaint by the District and shall include detailed information about the substance of the complaint, together with copies of any written communications or evidence, taking into consideration any complainant's request for anonymity.

8.1.D. 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 School health or safety.

8.1.E. Access to Data and Information. The District will timely provide the School with access to any data and information pertaining to the School that it receives from the State or other sources including but not limited to test scores, Elementary and Secondary Education Act ("ESEA") school performance framework plan type, Every Student Succeeds Act ("ESSA") school improvement status, SPF, accreditation, special education, and funding information.

8.1.F. Accreditation Data and Information. No later than five (5) business days following the receipt of the information, the District shall provide to the School in a timely manner the data used by 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 present any appeal it reasonably determines to be valid to CDE in accordance with 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, 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 7.4 of this Contract.

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8.1.G. Access to Student Records. The School shall timely make available to the District information regarding special education and related services for students of the School, and additionally, upon request of the District, shall provide cumulative files of a student or students to the extent necessary in order to comply with reporting requirements imposed by applicable State or federal law. The District shall timely make available to the School cumulative files and/or student information, 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.

8.2. School Rights and Responsibilities.

8.2.A. Charter Board Responsibilities. The Charter Board is responsible for the financial, organizational and academic viability of the School. The Charter Board possesses the independent authority to determine the organization and management of the School, the curriculum, and the instructional methods consistent with applicable law and this Contract.

8.2.B. Records.

8.2.B.1. The School agrees to comply with all federal and State record keeping and reporting requirements including those pertaining to students, governance, and finance, to the extent not waived. The School's obligation herein includes maintaining up-to-date information about enrolled students in the District's student information system. 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 reported online in accordance with the Financial Transparency Act and any other federal and State laws addressing financial transparency 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 records as part of its oversight responsibility or to address its compliance requirements.

(A) The School shall comply with C.R.S. § 22-32-110(1)(jj) regarding the withholding of student records, diplomas, transcripts, or grades for failure to pay School-assessed fines or fees.

(B) The School agrees to comply with student personally identifiable information and record confidentiality as required by the Family Education Rights and Privacy Act of 1974 ("FERPA"), the Colorado Student Data Transparency and Security Act ("SDTSA"), C.R.S. § 22-16-108 thru § 22-16-110, the Children's Internet Protection Act ("CIPA"), and the Children's Online Privacy Protection Act of 1998 ("COPPA").

8.2.C. Inter-Governmental Agreements and Cooperative Opportunities. The School shall provide reasonable notice to the District before entering into any inter-governmental agreements with other government entities.

The School may take part in cooperative purchasing discounts and/or promotions made available to other District schools through the District or by third-party contracting organizations.

8.2.D. Routine Notification Provided to the District. The School shall timely notify the District (and other appropriate authorities) in the following situations:

8.2.D.1. The discipline of employees at the School arising from misconduct or behavior that may have resulted in harm to students or others, or that constituted serious violations of law, including without limitation an incident of school violence, as that term is defined by C.R.S. § 24-10-106.3; or

8.2.D.2. Any complaints filed against the School or its employees, administration, Charter Board members in their official or individual capacities, or an EMP in connection with services to the School, by any governmental agency including, but not limited to OCR, CCRD, and EEOC.

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8.2.E. Immediate Notification. The School shall immediately notify the District of any of the following:

- i. Conditions that may cause it to vary from the terms of this Contract, applicable District requirements, federal, and/or State law;
- ii. Any circumstance requiring the closure of the School, including, but not limited to, a natural disaster, such as an earthquake, storm, flood or other weather-related event, other extraordinary emergency, or destruction of or damage to the School facility;
- iii. Any circumstances requiring lockdown or other emergency procedures due to immediate school health or safety concerns including health and safety concerns requiring material changes to the school program and/or operations;
- iv. The arrest, dismissal, or resignation of any members of the Charter Board, School employees, or EMP employees with responsibilities for the School, for a crime punishable as a felony, any crime related to the misappropriation or theft of funds, or any misdemeanor criminal offenses involving children. Additionally, the School shall comply with the provisions of C.R.S. §22-30.5-110.7 and other relevant laws as required;
- v. Misappropriation of funds;
- vi. A default on any obligation, which shall include debts for which payments are past due by sixty (60) days or more; or
- vii. A failure to maintain its corporate status with the State’s Secretary of State’s Office that is not cured within sixty (60) days of notice of the same.

8.2.F. 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 the School has obtained waivers from State law and regulations and District policies in accordance with Section 16 below. A list of some, but not all, applicable federal and State laws with which the School must comply are listed in **Attachment 3** (Selected Laws). The District reserves the right to conduct audits and require submission of documents or assurances as necessary to monitor and verify compliance.

8.2.G. 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. 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) business days after the date due is a material violation of the Contract, and the District may take actions outlined in Section 9 (Intervention and Revocation).

i. Required Financial Reports. In addition to posting financial data online in accordance with C.R.S. §22-44-301 *et seq.*, including budget, the School shall timely provide all other financial reports required by State law or this Contract.

ii. Student Count and Financial Reports as Required by State Law.

- a. Projected enrollment – March 15, pursuant to Section 15.1.A.
- b. Proposed (Projected) Budget – May 31, pursuant to Section 15.2.B.
- c. Charter Board-approved Budget – 30 days following approval, but no later than June 30, pursuant to Section 15.2.B

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- d. Quarterly financial reports – no later 45 days following the close of the quarter, except fourth quarter, pursuant to Section 15.10.
- e. End of year draft trial balance and financial statements – August 31, pursuant to Section 15.6.
- f. Annual final audit and final trial balance (by independent auditors) –September 15, pursuant Section 15.6.
(The final trial balance amount for Revenue, Expenses, Assets, and Liabilities must match the totals in the Governmental Fund statements). The transmittal file must include the District’s summary of GL balances from the District’s accounts. These accounts (debits and credits) must equal zero when combined.

iii. Other Required Reports.

- a. MLO Accountability Form – with School MLO spending plan – May 31 - Section 15.2.B.1.(b).
- b. Annual election of Purchased/Buyback Services – May 30 -Section 15.3.C.

8.2.H. Financial Transparency Reports and Webpage. With respect to compliance with the reporting requirements of the Public-School Financial Transparency Act, C.R.S. § 22-44-301 *et seq.*, the School shall have the responsibility for timely public posting on its website of the required financial data according to the schedule set out in calendar **Attachment 13** (Financial Transparency Reporting Calendar), or as modified from time to time by such law.

8.2.I. School Calendar and Hours of Operation. The School shall provide the school calendar for each year on or before May 1.

At a minimum, the School Calendar & Hours of Operation shall include and the School shall actually provide students the minimum number of days and hours of instruction set forth in law. The School instructional days and hours of operation shall not materially vary from those set forth in the approved Application unless previously approved in writing by the District. For purposes of this Section, “material” is defined as either a change of at least 10%, or a transition to or from a 4-day school week.

Either the School’s failure to provide students the minimum number of days and hours of instruction set forth in law or the School’s material change to the instructional days and hours without prior District approval in writing shall constitute material violations of the Contract.

8.2.J. Health and Safety Information. The School shall provide health and safety information, including report of previous year’s fire drills and updated emergency plans, emergency contact information, etc., by September 10th.

Safety Drills – In accordance with Department of Fire and Life Safety requirements the School must conduct a fire drill within ten days of the first day of school and once a month thereafter. Additionally, the Safe Schools Act safety, readiness, and incident management plan shall, at a minimum, identify all-hazard drills, in addition to fire drills, to improve individual and student emergency procedures and to test communications interoperability. In accordance with best practice, the School will conduct at least two additional drills per year. These drills cannot replace fire drills.

8.2.K. Loan and Bond Documentation. The School shall provide closing documents and bank statements on any bonds or other capital borrowings no later than five (5) business days following closing.

8.2.L. Safe School Plan. The School shall comply with the Colorado Safe Schools Act, C.R.S. § 22-32-109.1, and complete the required information annually by August 1. The School shall submit the information to the individual or office designated in advance by the District. The District shall be responsible for communicating the information to local responders. Note: The District requires all schools to follow District 11’s Safe School Plan absent a school specific plan

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and a rationale for use of such a plan. Any school specific safe school plan is subject to prior review and approval by the District.

8.2.M. Governance Information. The following information regarding the School shall be submitted annually to the District on the dates set forth:

- i. Charter Board membership information including names, contact info, term, and signed Board Member Conflict of Interest Disclosures - September 1 or within 30 days of new Board member installations; and
- ii. Articles and Bylaws – within thirty (30) days after any material changes.

8.2.N. Other Information.

- i. CDE’s “March Report Card” by March 21, or as annually adjusted to meet State required deadlines;
- ii. Human Resource Snapshot – Data Pipeline Submission as required by CDE – by December 1, or such later December date as specified by Human Resources, on an annual basis; and
- iii. Insurance certification – send updated insurance certificates annually on or before July 1 of each year, and within 10 days following any changes.

Section Nine: Intervention and Revocation

9.1. Breach of Contract Obligations.

9.1.A. If the District determines that the School did any of the following (each referred to as a “Non-Compliance Breach”):

- i. failed or is failing to meet or make adequate progress toward achievement of the goals, objectives, content standards, pupil performance standards, targets for the measures used to determine the levels of attainment of the performance indicators, applicable federal requirements, or other performance terms identified in this Contract, and as provided by C.R.S. § 22-30.5-110(3)(b);
- ii. committed a material violation or breach of any of the conditions, standards, procedures or other agreements or obligations set forth in this Contract;
- iii. violated any provision of law from which the School was not specifically exempted;
- iv. is failing to meet generally accepted standards of fiscal management;
- v. is failing to comply with State or District policies not expressly waived; or
- vi. is failing to address concerns regarding the health and safety of students and staff at the School;

Then the District may follow the procedures set forth in Section 9.2 for notice, and initiate Corrective Action with respect to such Non-Compliance Breach pursuant to Section 9.4 of the Contract. The entire process for remedying a Non-Compliance Breach under these Sections 9.1 through 9.4 is sometimes referred to herein as the “Intervention Action”.

Notwithstanding the foregoing, notice of a Determination of Non-Compliance under Section 9.2 shall not be required and the other elements of an Intervention Action shall not be required for a District Request for Exercise of Emergency Powers as set forth in C.R.S. § 22-30.5-701 et seq. and in Section 9.6 of this Contract.

9.1.B. District Violations of Law or this Contract. If the School believes that the District has violated any provision of this Contract or applicable law, the School may follow the procedures set forth in Section 9.2 for notice to initiate dispute resolution procedures in accordance with Section 9.4. (Dispute Resolution), file an appeal with the State Board, or seek other remedies provided by law.

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9.1.C. Contract Performance. Except for any performance which may be directly affected by such dispute, the existence and details of a dispute shall not diminish the Parties' respective obligations under this Contract; and notwithstanding any such dispute, the Parties shall continue without delay their performance of all other obligations unaffected hereunder.

9.2. Notice.

9.2.A. Either party shall file notice to the other Party of a Non-Compliance Breach or default hereunder, including specific details to support its determination, its requested remedy, and a reasonable period of time by which cure is expected but in no event less than 10 calendar days (the "Remediation Period").

9.2.B. In a non-Emergency Powers situation, either party may exercise its right to dispute resolution under Section 9.4. of this Contract.

9.3. Corrective Action. Following the Remediation Period, the District shall make a determination as to whether the School has materially remedied the Non-Compliance Breach. If the District reasonably determines that the School has not remedied the Non-Compliance Breach, then the School shall be required to promptly complete the corrective action required by the District (the "Corrective Action").

9.3.A. Corrective Action Plan. Upon notice from the District, the School shall, within ten (10) calendar days, propose a Corrective Action Plan. The Corrective Action Plan shall include specific timing and outcomes that remedy the non-performance and non-compliance matters that the District identified in its Determination of Non-Compliance. The District shall have the right to make reasonable modifications to the Corrective Action Plan designed to satisfactorily, timely remedy the Non-Compliance Breach. The School shall, at all times, remain responsible for the contents and implementation of a Corrective Action Plan and for meeting the terms of this Contract.

9.3.B. Mandatory Remedial Action. If the School is subject to Intervention Action based in whole or in part on material non-compliance with applicable law, the District may mandate remedial action. Any mandatory remedial action shall be reasonably and narrowly tailored to remedy legal non-performance or non-compliance and shall align with any action required based on the School's accreditation status. Mandatory remedial action shall *not* apply to the School's non-performance with respect to reasonable progress toward achievement of the School's academic performance objectives in this Contract including as established by reference to an SPF.

9.4. Negotiated Resolution. In the event of any notice of Non-Compliance or other breach by either Party hereunder that is not governed by the exercise of Emergency Powers, or any dispute between the District and the School, including but not limited to the implementation of or waiver from any District policies, regulations or procedures (or revocation of such waiver), such notice shall be given to the Executive Director and Board Chair of the School and the Superintendent of the District or his or her designee for review. Within 10 business days of receipt of such notice, such individuals or their designee shall meet in good faith and attempt to resolve the dispute and to negotiate a resolution of the same. Any and all disputes which cannot be resolved informally within the time frame specified herein shall be addressed by mediation, to the extent not inconsistent with the requirements of State law, subject to either party's right of appeal to the State Board.

9.4.1. Third Party Mediator. In the event the Parties are unable to resolve the dispute pursuant to the procedure set forth above within fifteen (15) business days, the Parties shall submit the matter to an independent mediator, who shall be agreed upon by the Parties within fifteen (15) business days following either Party's written request for mediation (the "moving Party"). If the Parties are unable to agree upon a mediator within that time, the Parties shall jointly obtain a list of available mediators from the Judicial Arbitrator Group, Denver, Colorado and have it delivered to the non-moving Party, who shall strike one, return the list to the moving Party, and so forth, until one name remains. The remaining person shall be selected as the mediator. This striking process shall be completed within ten (10) days after delivery of the list to the non-moving Party.

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9.4.2. Mediated Resolution. The mediation shall be scheduled and concluded within (60) days of the moving Party's written request for mediation, with final confidential written findings entered by the mediator and served on both Parties within said 60-day timeframe. The mediator shall also apportion all costs reasonably related to the mediation as equity requires; the presumption is that the costs would be shared equally between both Parties, except to the extent that the actions of one Party has unreasonably increased such costs. The mediator 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. The mediation process shall be closed to the public and all information submitted during mediation shall be confidential to the extent permitted by law. The mediator(s) shall be required to render a confidential written opinion or recommendation concerning the matters in controversy, together with their findings.

9.4.3. Fees. Except as otherwise determined by the mediator, each Party shall pay one-half of the reasonable fees and expenses of the neutral mediator, and all other fees and expenses of such 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.

9.4.4. Board Action. Following receipt of the mediation results, the District shall have 60 days in which to review the results and initiate whatever action, if any, it deems appropriate. The District Board's action on the recommendation, which shall include release of the mediator's findings and recommendation, shall be final and binding; subject only to appeal to the State Board.

9.5. Request for Exercise of Emergency Powers. Notwithstanding any other Corrective Action, 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. 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.

9.6. Revocation and Contract Termination.

9.6.A. If this Contract is revoked, the District shall provide the School written notice of the grounds for revocation and termination. The District shall notify the School of the date of the District Board's revocation and Contract termination hearing, which must be 15 days or more after the date the written notice is provided to the School. During the Contract termination hearing the School shall be provided at least 30 minutes to be heard by the Board.

9.6.B. Following a District Board revocation and contract termination decision, Contract termination shall not take effect until the School has exhausted its opportunity to appeal such decision to the State Board. Notwithstanding the School's appeals, the District may impose remedies for other material breaches of the Contract.

9.7. School-Initiated Closure.

9.7.A. Should the School choose voluntarily 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 delivered at least ninety (90) days before the end of the school year or within twenty-four (24) hours of making the termination decision if made less than ninety days before the end of the school year. Such voluntary termination shall supersede any pending District revocation action; however, it shall not abridge or limit the District's authority to manage dissolution pursuant to section 11.2 (Dissolution and District Authority) of this Contract.

9.7.B. If voluntary termination is under consideration, the School will make a good faith effort to provide the District notice and to enable the School's enrolled families to participate in the District choice enrollment process for the subsequent school year.

9.8. Other Remedies. 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 violation of State or federal law or regulations, or materially breaches the Contract, the District may, but is not required to, impose other remedies prior to initiating

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revocation procedures in accordance with Section 9.8. Remedies include, but are not limited to, those listed below. These remedies may be applied individually, in succession, or simultaneously.

9.8.A. Withholding Funds Due to the School. The District may withhold a portion of funds due to the School under this Contract. However, this remedy may only be applied in situations allowed by C.R.S. §22-30.5-105(2)(c)(IV) where the School could reasonably take actions to remedy the breach prior to the withholding of funds. These situations include but are not limited to failure to submit reports listed in Section 3.2.2-A and 3.2.4, or as otherwise detailed in this Contract, by the established deadlines, failure to submit other required information or records by the date requested, and failure to submit a budget to the District that meets the requirements of Section 8.2. Any action taken pursuant to this subsection is subject to review as provided in C.R.S. §22-30.5-112(9).

9.8.B. Requiring Submission of a Remediation Plan. The District may require that the School develop a plan and timeline to remediate the default 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 is not effective in remedying the deficiency. This remedy may be applied, among other reasons, if the School fails to make progress toward achieving its goals and objectives or District accreditation requirements, to implement its educational program, or to complete two or more required reports by the established deadlines.

9.8.C. Technical Assistance. The School may be required to seek technical assistance from CDE or another organization if the School is required to prepare and implement a priority improvement plan or turnaround plan.

9.8.D. Taking Control of the School. The District may request that the CDE Commissioner issue a temporary or preliminary order allowing it to take immediate control of the School or a portion thereof, in accordance with C.R.S. §22-30.5-701 *et seq.* in the case of any breach which the District determines in good faith, poses a serious threat to the School or District students, the community, or the property rights of the District or School. If the District seeks a preliminary order under the Emergency Powers set forth in Part 7 of Article 30.5, it shall follow the procedures set forth therein.

9.9. Indemnification. To the extent permitted by law and not covered by insurance or not otherwise barred by the Colorado Governmental Immunity Act ("CGIA"), the District and School each agree to indemnify and hold the other and its respective employees, directors, officers, agents, and assigns harmless from all liability, claims, and demands of third Parties arising on account of personal injury, sickness, disease, death, property loss or damage, or any other losses of any kind whatsoever that are proximately caused by the negligent acts of the indemnitor or its respective employees, directors, officers, agents, and assigns. The forgoing provision shall not be deemed a relinquishment or waiver of any applicable bar or limitation on liability provided by the CGIA or other applicable 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.

Section Ten: Charter Renewal Timeline and Process

10.1. Renewal Timeline, Process, and Application Requirements. The School shall submit its renewal application by November 1 of the year before the School's Contract expires (or such date as is updated in the District's Policy LBD). The District Board shall act on the renewal application by resolution no later than February 1 of the year the School's Contract expires following a public hearing where the School shall have the opportunity to address the District Board about its renewal request. If the District Board decides to not renew the Contract, it shall detail the reasons in its resolution. At the time of renewal, the School may elect to seek re-authorizing through the Colorado Charter School Institute (CSI). The District's consent to such reauthorization of the School by CSI is hereby irrevocably granted.

10.1.A. 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

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accreditation indicators. The format of the renewal application shall be provided to the School by the District prior to July 1 of the year in which the application is due. The renewal application content/format will be based on the School's APR results throughout the term of this Contract. The District may modify this format but shall not do so prior to seeking input from the School.

10.1.B. Included Items. The renewal application, at a minimum, shall include those items designated in C.R.S. § 22-30.5-110(2), including:

10.1.B.1. A report on the progress of the School in achieving the goals, objectives, pupil performance standards, content standards, targets for the measures used to determine the levels of attainment of the performance indicators, and other terms of this Contract and the results achieved by the School's students on the assessments administered through the State student assessment program; and

10.1.B.2. A financial statement that discloses the costs of administration, instruction, and other spending categories for the School that is understandable to the general public and that will allow comparison of such costs to other schools or other comparable organizations, in a format required by the State Board.

10.1.C. The renewal application may provide the School an opportunity to (i) report on successes, challenges, and opportunities; (ii) assess its academic, financial, and operational performance during the current Contract term; and (iii) report on plans and anticipated changes for the renewal term.

10.2. Criteria for Renewal or Non-Renewal and Revocation. The District may non-renew, 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 for material breach of this Contract. Grounds for termination, revocation, or denial also include but are not limited to the following:

10.2.A. Pursuant to C.R.S. §22-11-210 (1) (d), the School is accredited with a priority improvement plan or turnaround plan for a combined total of five (5) consecutive years or any lesser number of years established by the State Board, after which closure or restructuring is required.

10.2.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).

10.3. Annual Performance Review and Renewal. The District's APRs conducted during the term on the School will be used as a basis of determining recommendations for the renewal. The District's charter school administrative team will determine whether to recommend that the District Board:

- A.** Renew the charter contract for up to five years;
- B.** Extend the existing contract on a probationary basis; or
- C.** Deny the charter renewal.

All recommendations will be based on the outcomes of each APR throughout the life of the School's current charter contract, in conjunction with the School's charter renewal application.

10.4. District Recommendation. At least fifteen (15) days prior to the date on which the District Board will consider whether to renew this Contract, 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.

10.5. District Board Decision. The District Board shall rule by resolution on the renewal application no later than January 31 of the year in which the Contract expires, or by a mutually agreed upon extended date, following a public hearing where the School shall have the opportunity to address the District Board for at least 30 minutes about its renewal request. If the District Board decides to not renew the Contract, it shall detail the reasons in its resolution.

10.6. Termination/Non-renewal and Appeal Procedures. The District shall provide the School written notice of the grounds for termination or nonrenewal pursuant to Section 9 or nonrenewal in accordance with this Section and the date of the hearing regarding the same before the District Board. Termination shall not take effect until the School has exhausted its opportunity to appeal such decision to the State Board. The District may impose other appropriate remedies for breach, as set forth in Section 9 above.

The School has the statutory right to appeal a non-renewal decision. In the event of a non-renewal decision, the School shall be solely responsible for adhering to the statutory appeal procedures and requirements as set out in C.R.S. § 22-30.5-108, including but not limited to notification of the District.

Section Eleven: School Closure and Dissolution

11.1. Continued Operation. In the event the School should cease operations for whatever reason, including the non-renewal or revocation of this Contract, the School will continue to operate its educational program until the end of the school year or another mutually agreed upon date.

11.1.A. 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 to families of a School determination to close shall be given by the School by January 15 of the final school year.

11.2. Dissolution and District Authority. In the event the School ceases operations for whatever reason, the District may 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. Should the School cease operations for whatever reason before the end of a school year, the District maintains the right to lease or sublease the facility from the School and to continue the School's operations as a District facility until the end of the school year. The District's authority hereunder shall include, but not be limited to:

- A.** the return to the District and/or disposition of any assets acquired by purchase or donation by the School during the time of its existence, subject to the limitations of Section 11.3 below; and
- B.** reassignment of students to different schools.

School personnel and the School's governing board shall cooperate fully with the winding up of the affairs of the School including convening meetings with parents at the District's request and counseling with students to facilitate appropriate reassignment.

11.3. Return of Property. In the event of termination of this Contract, cessation of operation of the School, or dissolution of the School, 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. To the extent necessary, the School shall modify its Articles of Incorporation to provide for such return. Notwithstanding the above, the District shall not have the right to retain property leased by the School unless the District chooses to assume and comply with the terms of that lease, or any assets or property owned by the School. All non-consumable grants, gifts and donations, or assets purchased exclusively from revenue sources other than District funding shall be considered the property of the School and disposed of hereunder unless otherwise identified by the

donor in writing as being required to be returned to it. Such assets may be donated to another mutually agreeable not-for-profit organization.

Section Twelve: Operational Powers

12.1. Operational Powers/Contracting Authority. The School shall be responsible for its own 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; leasing facilities for the School; accepting and expending gifts, donations, or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with law and this Contract; and adoption of policies and bylaws consistent with the terms of this Contract.

12.2. [RESERVED]

12.3. Transportation. Any transportation of students to the School (other than special education students who require transportation as a related service to the extent that the District is providing such services) shall be the sole responsibility of the School. To the extent that it decides to offer students transportation beyond what is required by State or federal law, the School shall be solely responsible for providing such transportation. The School's current transportation plan is set forth on **Attachment 16** (Charter School Transportation Plan) attached hereto. Modification of this transportation plan shall require the District administration's prior review and written approval. The District shall not unreasonably withhold or delay approval of a change to transportation services provided that the proposed change is in accordance with applicable State and federal law.

12.4. Food Service. The School shall be responsible for providing meals to students in a manner consistent with the plan presented in the approved Application and set forth on **Attachment 17** (Charter School Meals Plan) attached hereto, including, if applicable, the School's plan to apply for authorization as a school food authority pursuant to C.R.S. § 22-32-120.

12.4.A. If the School amends the *manner* in which it provides meals to students, such modification shall *not* constitute a material Contract revision, and the School may make such modification to the Meals Plan with notification to the District.

12.4.B. If the School amends *whether* it provides meals to students, either in whole or in part, such modification shall constitute a material Contract revision and shall require the District's written approval, in advance. The District shall not unreasonably withhold, condition, or delay approval of a material change to the School's Meals Plan on request from the School provided that such changes are in accordance with State and federal law.

12.5. Food Services Provided by District. If requested to do so by the School, if the District's Food and Nutrition Services (FNS) has the capacity, and if the School site has an appropriate kitchen, the District may elect to provide free and reduced-price meals, or free meals, as provided by applicable State law if opted into by the District, to needy students in a manner determined by the District and in accordance with District Board policy and applicable State and federal law. The reasonable cost of such meal service, if any, shall be paid by the School. If the School chooses to engage an outside catering company, they must ensure that it is in compliance with the regulations enforced by USDA (United States Department of Agriculture) if participating in that sponsored school program. Any School and District Food and Nutrition Services agreement will be entered into separately.

12.6. Evaluation and Training.

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12.6.A. Lead Administrator Evaluation. The Charter Board shall conduct a performance evaluation of the Lead Administrator at least annually in accordance with C.R.S. § 22-9-106, unless waived.

12.6.B. Employee Evaluations. The Lead Administrator or his/her designee shall conduct performance evaluations of the School's employees at least annually.

12.6.C. Board Training. The School shall provide annual Charter Board training to its members. The School has adopted a practice for a three-year cycle of ongoing Charter Board training, which the District acknowledges meets the requirements of this Section. Further, at the expense of the School, each Charter Board member elected or appointed after the date of this Contract, shall be required to comply with this training expectation and satisfactorily complete such training, which currently includes the governing board training modules at onlinelearning.enetcolorado.org, but may include other comparable training selected by the School in its reasonable determination.

12.6.D. Non-discrimination. The School shall not discriminate against any person on the basis of race, color, gender, sexual orientation, gender identity, transgender status, religion, national origin, immigration/citizenship status, ancestry, age, marital status, pregnancy status, veteran status, disability, genetic information of an employee or applicant for employment, or based on hair texture, hair type, or a protective hairstyle that is commonly or historically associated with race, or any other basis on which discrimination is prohibited by law. To the extent the School engages in or is alleged to have engaged in discriminatory practices, it expressly agrees to defend, hold harmless, and indemnify the District, its board members, officers, employees, and agents from all liability, claims, and demands arising from any suit, action, grievance, charge, or proceeding, pursuant to this Contract.

12.7. Student Welfare and Safety. The School shall comply with all applicable federal and State laws and applicable District policies, unless otherwise waived, concerning student welfare, safety, and health, including, without limitation, laws and policies addressing the reporting of child abuse, accident prevention and disaster response, and incidents of school violence under C.R.S. § 24-10-106.3, and any State regulations governing the operation of school facilities.

12.8. Contracting for Educational Services. In the event that the School enters into an EMP Service Agreement subsequent to execution of this Contract, such agreement shall be approved in advance by the District. All ESP and EMP Service Agreements entered into during the term by the School shall comply with the requirements of **Attachment 5** (ESP/EMP Agreement Guidelines). Modifications or amendments to an approved ESP/EMP Services Agreement that may directly or indirectly affect the agreement's adherence with the requirements forth on **Attachment 5** shall constitute a material revision to this Contract and shall require prior District review and approval. Any approvals required hereunder shall not be unreasonably withheld or delayed provided they do not conflict with or violate the ESP/EMP Agreement Guidelines. The School's failure to comply with this provision shall be a material breach of this Contract.

12.9. Contracting: General. 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 the School's authority to contract for the School is limited by the same provisions of law that apply to the District. Unless otherwise agreed to in writing by the District, each contract or legal relationship entered into by the School shall acknowledge that any financial obligations of the School arising out of such agreement are made only by the School and not the District, and are subject to annual appropriation by the Charter Board.

12.10. Insurance. The School shall purchase insurance protecting the School and its Board, employees, and volunteers, and District where appropriate, consisting of comprehensive general liability insurance, errors and omissions liability insurance (school entity liability insurance), auto liability insurance, and property insurance. The School shall also purchase statutory workers' compensation insurance coverage. Minimum coverages for the first fiscal year are listed below:

- A.** Comprehensive general liability - \$1,000,000 /occurrence and \$2,000,000 aggregate (requires endorsement to include coverage for sexual abuse or molestation) with District named an additional insured

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- B.** Officers, directors, and employees' errors and omissions - \$1,000,000/occurrence and \$2,000,000 aggregate
- C.** Employee dishonesty Insurance – \$500,000, or other lower amount approved by District risk management.
- D.** Property insurance – covering the School's facilities, as required by landlord, lender, or if none of those, then in the replacement value of the improvements and personal property and equipment owned by the School
- E.** Motor vehicle liability (if appropriate) - \$1,000,000.
- F.** Bonding (for employees handling monies, if not otherwise covered in C above) - in the minimum amount of \$25,000
- G.** Workers' Compensation (as required by State law) - Statutory Limits/Employers Liability \$1,000,000
- H.** Cyber Liability Insurance (required only if any access to District Network Servers) - \$2,000,000

All such insurance shall be issued by insurers that are legally authorized in the State and that are rated by A.M. Best Company not lower than "A-VII." The School shall provide certificates of insurance to the District's Contracting Officer by July 1, annually. The School shall notify the District's Contracting Officer and Risk Manager within ten (10) days if for any reason there is a lapse in insurance coverage.

District and the School shall each secure and maintain policies that are primary and noncontributory to insurance obtained by the other party and/or any obligation of indemnification under this Contract.

12.11. Procurement. The Charter Board shall adopt and follow its own procurement policy that includes competitive bidding requirements for some contracts consistent with best practices and sound exercise of the Charter Board's fiduciary duties. A copy of such policy shall be provided to the District.

Section Thirteen: Employment:

13.1. Employee Status.

13.1.A. School shall employ such personnel as are required for the efficient and effective operation of the School.

13.1.B. All employees hired by the School shall be employees of the School and not the District. All decisions regarding School employees shall be made by the School. Other terms of the employment relationship are described in the Employee Handbook submitted as part of the Application. The School shall adopt and implement personnel policies in accordance with applicable State and federal law to address, among other topics, hiring and termination of personnel, terms of employment, and nondiscrimination.

The annual CDE Human Resource Snapshot report shall be submitted yearly to the Director of Compensation by no later than first workday of November, or such later date as designated by CDE. Such report must meet all record expectations as designated by CDE in terms of formatting and accuracy and be error free or it will be deemed incomplete.

13.1.C. The School shall be responsible for making all employee discipline decisions. The District shall have no role in School employment decisions unless expressly provided in this Contract.

13.1.D. The District shall have no obligation to employ School employees who are released from or leave the School. However, nothing in this provision shall be construed in a way that infringes a District teacher's employee options pursuant to C.R.S. § 22-30.5-111(1).

13.2. Employee Qualifications. The School shall employ or otherwise utilize in instructional positions only those individuals who are qualified to serve in charter schools in accordance with applicable federal and State law, rules and regulations (unless waived), including the federal Every Student Succeeds Act or any successor applicable statute.

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13.3. Background Checks and Fingerprinting. The School shall establish and implement procedures for conducting background checks including a check for criminal records of all employees to the extent required by State and federal laws, rules and regulations, including but not limited to C.R.S. § 22-30.5-110.5 and C.R.S. § 22-30.5-110.7. The School shall ensure that all independent contractors and companies that place employees in the School who have significant opportunities for contact with students are required to complete the requisite background checks.

13.4. Affordable Care Act. The School is not a part of a “Controlled Group” with the District for purposes of the Patient Protection and Affordable Care Act (“PPACA”). To the extent permitted by law, the School shall indemnify and hold the District and its board members, employees, and agents harmless from and against all damages, losses, and expenses arising out of or resulting from the School’s failure to comply with PPACA and its related regulations. The School’s indemnification obligation hereunder shall survive the termination of this Contract.

13.5. Equal Opportunity Employer. The School affirms that, consistent with applicable law, it shall not discriminate against any employee on the basis of racial or ethnic background, creed, color, sex, national origin, marital status, sexual orientation, religion, ancestry, age, disability, participation in community affairs, or any legally protected class in its recruitment, selection, training, utilization, termination, or other employment-related activities.

13.6. Employee Records. The School shall be responsible for establishing and maintaining personnel records for its employees in compliance with applicable federal and State laws, concerning the maintenance, retention, and disclosure of employee records, including but not limited to the requirements of the Colorado Open Records Act, C.R.S. § 24-72-200.1 *et seq.*

13.7. Employee Welfare and Safety.

The School shall establish its own staff conduct policies, including non-discrimination and conflict of interest policies and for employee welfare and safety. The School’s policies and practices shall comply with all applicable federal and State laws concerning employee welfare, safety, and health issues, including but not limited to the requirements of federal law for a drug-free workplace and statutorily required training concerning the Child Protection Act of 1987, C.R.S. § 19-3-301 *et seq.*, and C.R.S. § 24-10-106.3.

13.8. Employee Conduct.

The School shall adopt its own staff conduct policies, including non-discrimination and conflict of interest policies.

13.9. PERA Membership.

Employees of the school shall pay into Public Employees Retirement Association (“PERA”) in lieu of Social Security participation. All the School employees shall be members of PERA and subject to its requirements. The School shall be responsible for the cost of the employer’s respective share of any required contributions.

Section Fourteen: Facilities

14.1. School Facility. Unless otherwise expressly agreed by the Parties, the School shall provide its own facility (no District buildings are currently available). Since the School plans to lease or own its facility, it will be fully responsible for that property and any other property owned or leased by the School. The School has provided to the District a copy of the lease for its facility, in connection with negotiation of this Contract, and shall provide to the District copies of all updates, any material modifications thereof, or new agreements regarding the same within 30 days from modification or execution.

14.2. Location. The School facility shall be located at 1702 N Murray Blvd, Colorado Springs, CO 80915.

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14.2.A. A change to the School's location shall constitute a material change to this Contract. The School or its associated building corporation may not add a location or change a location without obtaining prior written approval from the District, as set forth herein.

i. Substitution or Relocation. The School shall provide notification to the District within 10 days of contracting for a substitute or additional facility location for the School's current enrollment and program, and shall obtain written District approval of the same, which approval shall not be unreasonably conditioned, delayed, or withheld. Factors that shall be considered shall be material change in location, which shall be greater than two miles from the existing location, percentage of the current School population that will be negatively impacted by increased distance, and other reasonable considerations.

ii. Replication. If the School plans to replicate its program in one or more grades at a different location, the same shall be considered a material modification to this Contract and must be approved in advance by the District Board.

14.3. Non-District Facility. The School shall be responsible for the construction, renovation, and maintenance of any facilities owned or leased by it. 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 5 days of closing, refinancing, or leasing. The School has complied or 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 for school visits in Section 8.1.B., above (School Visits).

14.4. Long-Range Facility Needs. When the District considers the submittal of ballot issues to its voters regarding future tax increases for either bonded indebtedness or capital construction, it shall invite the School to participate in discussions regarding such possible ballot issues to also meet the long-range capital facility needs of the School.

Section Fifteen: Financial Matters

15.1. Funding Calculation and Determination.

15.1.A. Enrollment Projections. The School shall provide the District with its latest and best estimates of its anticipated enrollment for the next school year by March 15, along with any discussion or plans under consideration for any increase or decrease of enrollment greater than 10 percent (10%) of the official pupil count 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 the School's enrollment or otherwise inhibiting the growth of the School.

15.1.B. School Budget. On or before May 31 of each year, the School shall submit to the District its approved balanced budget for the following school year for District review for statutory compliance and compliance with the terms and conditions of this Contract. The budget shall be prepared in accordance with the State-mandated chart of accounts. The budget as approved by the Charter Board and any subsequent approved revisions shall be submitted to the District along with the Charter Board resolution approving the budget or budget revision. Any projected changes in enrollment and adjustments in the amounts withheld by the District for special education oversight, support and access to District-wide programs and for District-wide ESL services necessitated by changes in revenue and/or expenses shall be considered at that time. The School shall prepare the budget in accordance with C.R.S. § 22-30.5-111.7(1)(a) and C.R.S. § 22-30.5-112(7) and the State-mandated chart of accounts. The School shall submit the Charter Board-approved budget and any Charter Board-approved revisions to the District along with the resolution approving the budget or budget revision. A material violation of this Section may result in District remedial intervention including, but not limited to, remedies described in C.R.S. § 22-30.5-112(8) (withholding payments).

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15.2. Funding Sources.

15.2.A. District Per Pupil Revenue Funding. District per pupil revenues ("PPR") shall be defined as set forth in C.R.S. §22-30.5-112(2)(a.5)(II). In each fiscal year during the term of this Contract, the District shall provide 100 percent of PPR to the School, for each funded FTE pupil enrolled at the School, minus the following: (a) the actual amount of the School's per pupil share of the central Administrative Costs defined below for services actually provided to the School (up to five percent of PPR paid to the School), and less deductions for Purchased/Buyback Services and Direct Costs (both described below) set forth on Attachment 9 (Direct Costs, and Purchased/Buyback Services), and less other deductions as provided herein' and further adjusted as provided herein.

15.2.A.1. Funding Calculation. The funding of that portion of the PPR paid by the District to the School shall be established based on the official student enrollment count for students enrolled in the School for each year as approved and/or accepted by the State Auditor reduced by an appropriate proportionate reduction in State equalization support as a result of legislative action. This amount shall not be increased or decreased due to any change in monthly enrollment during the year following the count date. In the event the District should, for any reason, lose the State funding allocated to any student who has withdrawn from the School, said funding shall be deducted from subsequent payments to the School.

15.2.A.2. Disbursement of Per Pupil Revenue. Commencing on July 1 of each fiscal year of the Contract term, District per pupil revenue funding as described in this Section 15.2 shall be disbursed to the School in monthly installments, subject to the District's receipt of the funding. July through December funding shall be based on the School's enrollment projections submitted in accordance with Section 15.1.A. Funding for January and subsequent months of each fiscal year shall be adjusted in accordance with Section 15.2.A.3. Funds shall be disbursed at the end of each month that funds are received by the District.

15.2.A.3. Adjustments to Funding. The District's disbursement of funds shall be adjusted in January of each year, according to the actual funds received and 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 as determined by CDE, positive or negative, so that the overall funding for the year is equal to the PPR provided for in this District and not otherwise deducted. A mid-year revised budget is due to the District no later than January 31 of that budget year. This budget should reflect the new funding and student count based on the October 1 count day. 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. Any adjustments to funding, so that funding is equal to the PPR provided for in this Contract, shall be made by direct payment to the School or the District.

15.2.B. Bond and Mill Levy Funds.

15.2.B.1. Bond Elections. 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 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.

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(a) Elections. 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(s). 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.

(b) Mill Levy Override Funds. The District shall pay to the School its proportionate share of the Mill Levy Override ("MLO") funds for which it is eligible in accordance with C.R.S. 22-32-108.5 and any other applicable law, District policy, and ballot language. The School agrees to use such funds in accordance with applicable law, District adopted plans, and parameters based upon the ballot language for such Mill Levy Override funds. In any dispute over eligibility for mill levy funding and appropriate use of funds, such dispute shall be resolved at the reasonable discretion of the District Board, taking into consideration input of the Mill Levy Oversight Committee. Funds shall be made available to the School on the same schedule that they are made available to other District schools. Charter schools are required to report annually their proposed Mill Levy Override spending plan utilizing the Charter School MLO Accountability Form. The form shall be fully completed and returned to the Finance Office by no later than May 31st for the subsequent fiscal year. The total amount on the form shall equal the School's share of proposed MLO revenue for the subsequent fiscal year. District administration will review such report and present the same to the Mill Levy Override Oversight Committee for review. The School shall budget for and record expenditures of such revenue in a manner so that compliance with district guidelines and/or ballot language is easily identifiable in financial reports.

(c) MLO Revenue Additional. 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.

15.2.C. Allocation of Federal Categorical Aid. Unless prohibited by law, each year the District shall provide to the School the School's proportionate share of applicable federal aid, including, without limitation, ESEA funding (e.g., Title I, Title II, Title III, Title IV, and Title V) received by the District for which students of the School are eligible, as determined by the District in accordance with CDE recommendations, unless the District elects District-wide use of funds, for which the School shall be eligible to opt into. Proportionate share shall mean the number of eligible students (as defined under the particular federal program or title) enrolled in the School, divided by the total number of eligible students in the District. 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. Notwithstanding the foregoing, this provision shall not apply to federal aid programs which assume that charter schools will separately apply for such aid (e.g., discretionary federal grants) or grants that fund specific District activities described in the grant request.

15.2.C.1. Special Education Funding. The District shall provide a 100% pass through to the School of funds attributable to the education of special education students in the School, from all applicable State, federal, or other governmental funding sources for special education needs. The District shall, however, charge as Direct Costs described in Attachment 9 for training, supervision, and monitoring of compliance with applicable special education laws by the School. In accordance with Section 112(3)(c) of the Act, within ninety (90) days after the end of each fiscal year, the District shall provide the School an itemized accounting of all the actual special education costs that the District incurred for the applicable fiscal year and the basis of any per pupil charges for special education that the District imposed for such fiscal year.

15.2.D. Allocation of State Categorical Aid. On or before January 15 of each year, the District shall provide to the School its proportionate share of applicable State categorical aid received by the District for which the School is eligible,

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including but not limited to Special Education, English Language Proficiency Act, Gifted and Talented, Amendment 23 capital construction funds, or transportation funding. Schools are eligible for such funds upon approval of their plans for such funds either by the District or CDE as required, and evidence of the number of enrolled in the School that are eligible for such funds.

15.2.E. Allocation of Other Grants. The School will receive its proportionate share of the money the District receives through relevant State and Federal grants for which students enrolled at the School are eligible, if applicable.

15.2.F. Assurances and Data. Prior to receipt of disbursement of any categorical aid funds or grant funds under this Section, the District may require reasonable assurances from the School that it will comply with applicable requirements for such funds, and the School shall provide the District with data necessary to complete claims for such funds.

15.3. Adjustments to/Deductions from Funding.

15.3.A. Count Audit. Any subsequent CDE audits of School pupil counts and per pupil revenue that impact the funding received by the School shall be reflected as an adjustment to subsequent payment 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. 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, with subsequent adjustments to reflect the outcome of any appeal.

15.3.B. Administrative Costs. Administrative Costs means the District’s “central administrative overhead costs” chargeable to charter schools, as defined in and consistent with C.R.S. §22-30.5-112 chargeable to charter schools as indirect costs, as defined in and consistent with C.R.S. §22-30.5-112, as specified in the school district chart of accounts as specified by rule of the State Board.

15.3.C. Purchased (Buyback) Services. Agreements by the District to provide services or support to the School maybe negotiated annually, subject to all terms and conditions of this Contract. Such agreements shall be finalized by May 30 of the fiscal year preceding that to which the purchased services apply, unless otherwise agreed to by both Parties, and the School will commit to purchasing the services it selects from the District for the entire budget year. The District Services Buyback Schedule incorporated herein as part of Attachment 9, sets forth the scope of services that the District and the School have agreed that District shall provide to the School and the corresponding fee schedule the School shall pay the District for such services, subject to Section 15.3.4 below. Notwithstanding the above, the Parties may mutually agree to modify Attachment 9 for the 2024-2025 school year, within ninety (90) days following execution of this Contract. Thereafter, costs and available services shall be redetermined each subsequent year this Contract is in effect and the items elected for purchase by the School shall annually be incorporated into this Contract as an updated Attachment 9. Except as is set forth in Attachment 9, and any subsequent written agreement between the School and the District, or as may be required by law, the School shall not be entitled to the use of or access to District services or support.

15.3.D. Direct Costs. The School and the District agree to negotiate payment to the District of the School’s share of the direct costs incurred by the District for charter schools pursuant to and as defined in C.R.S. § 22-30.5-112(2)(b.5) for the next fiscal year, which shall be concluded by June 15 of a fiscal year. As used herein, “direct costs” means the direct costs incurred by the District solely for the purpose of reviewing charter applications, negotiating the charter contract, and providing direct oversight to charter schools, or such other definition as provided in applicable law or regulation from time to time. Such direct costs shall be reflected initially as part of Attachment 9 and annually thereafter as an updated Attachment 9. The District will not be charging the School for legal fees for preparation of the new charter contract template. If the School and the District do not reach an agreement regarding the payment of direct costs prior to the end of a fiscal year, the District may withhold an amount equal to the total amount of direct costs incurred in the prior year until such an agreement is reached.

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15.3.E. True-Up. The funds withheld by the District to cover the actual costs of Administrative Costs, Direct Costs, and Purchased Services under this Contract, as specified in Attachment 9, shall be subject to an itemized accounting of the calculation of all such costs, which pursuant to shall be delivered by the District to the School within 90 days after the end of the fiscal year, as required by law. The actual costs (subject to the statutory cap described below) for the items described in 15.3.A, 15.3.B, and 15.3.C above 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 costs of the same shall be reconciled and paid to the owed Party, up to the 5% cap for Administrative Costs, as currently provided in C.R.S. § 22-30.5-112(2)(a.4)(I)) or as subsequently amended.

15.4. State and Federal Grant Applications. The School may apply for federal and State grant funds under the same conditions as other District schools. The School shall be responsible for complying with the conditions and requirements, applicable law, and reporting requirements under such grants.

15.5. Supplemental Allocations. The School shall not be entitled to any supplemental budget allocations from the District regardless of any unanticipated expenditures or debts.

15.6. Annual Financial Audit. The School shall undergo an independent financial audit conducted in accordance with governmental accounting standards performed by a certified public accountant each fiscal year. The results of the audit shall be provided to the District in written form each year. The final trial balance amounts for Revenue, Expenses, Assets, and Liabilities must match the totals in the Governmental Fund statements. The transmittal file must include the District's summary of GL balances from the District's accounts. These accounts (debits and credits) must equal zero when combined. The School shall pay for the audit. In addition, the School shall transmit the final trial balance to the District using the CDE chart of accounts with the submission of the annual independent financial audit. If, for causes within the School's control, the audit is not provided to the District by September 15 of each year, it shall be considered a material breach of this 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 September 15 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.

15.7. Loans.

15.7.A. The School may not, without District approval, make loans to any person or entity other than reasonable employee advances or to other related or controlled entity. The District shall not unreasonably withhold, condition, or delay approval of such loans.

15.7.B. The School may not borrow funds from the District without District Board approval.

15.7.C. If the School has an unplanned emergency that could result in borrowing, the School shall notify and consult with the District's Chief Financial Officer or designee to develop a revised budget and financial plan.

15.8. TABOR Reserve. The School's ending fund balance shall comply with the emergency reserve requirements of Article X, Section 20 of the Colorado Constitution ("TABOR Reserve").

15.9. Contingency Reserve. The School has and shall maintain all reserves required by the bond financing for its facility, as well as the TABOR emergency reserve required by law.

15.10. Quarterly Reporting. In addition to posting required financial reports pursuant to the Public School Financial Transparency Act, as set forth elsewhere herein, the School shall submit quarterly financial reports to the District in compliance with C.R.S. §22-45-102(I)(b). Such reports shall be submitted to the District no later than forty-five (45) days

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following the end of each quarter except that all fourth quarter and year-end reports shall be submitted with the annual independent financial audit.

15.11. Encumbrances and Borrowing. During the term of this Contract, the School shall not encumber any of its tangible assets without ten (10) business days prior notification to the District of the details of such transaction. The School shall also make the District aware of any borrowing by the School that in total, or annual payments thereunder, is above 20% of the School's current annual budget or any multiple fiscal-year obligations that extend beyond the fiscal year.

Section Sixteen: Waivers (State and District Policies)

16.1. Waivers. The School is required by applicable law to request specific waivers of State law and District policies. These waivers can be delegative or substantive in nature. All waivers requested by the School and approved by the State and District shall be attachments to this Contract, and shall be put on the School's website to comply with applicable law. All non-automatic waiver requests shall be accompanied by applicable information required by the State or District, as established by applicable law, regulation, or policy. Notwithstanding the above:

- A.** Some polices or laws are mandatory and cannot be waived by the School.
- B.** Some policies that simply do not apply to charter schools (e.g., District Policy LBD – Relations with Charter Schools) are deemed automatically waived by charter schools.
- C.** Some policies are delegative, and the State or District are deemed to have delegated the authority under the statute or policy to the School. Accordingly, the School will use the same policy, but it will be carried out by the School, and School shall be substituted for State, District, or District Board, as applicable. Any other changes to such policy by the School need to be discussed with the District and determined if they require more than a limited waiver.
- D.** Some policies the School agrees to adopt as its own.
- E.** Some policies, if waived, are substantive but require only a limited waiver ("LW"), in which the School shall indicate and ensure that it has or will develop its own policy or procedure regarding such matter, or make minor specified modifications to the District policy and shall be provided to the District only upon request.
- F.** Some policies, should the School desire a waiver therefrom, due to the nature of the law or the School's program, will require a substantive waiver ("SW") with a full replacement plan to be submitted.

16.2. State Laws and Regulations. Waivers are neither necessary nor appropriate when a statute or rule by express terms does not apply to a charter school, nor when a District power or duty has been fully delegated, as more specifically stated in this Contract, to the School. The School is required to seek waivers only if a statute or rule applies to the School as a charter school.

16.2.A. Automatic Waivers. The School shall be entitled to all Automatic Waivers granted by the State Board pursuant to the definition of Automatic Waivers in C.R.S. § 22-30.5-103, and consistent with the list of automatic waivers that the State Board adopts by rule pursuant to C.R.S. §22-30.5-104(6). No additional action is required of the School in order to qualify for these waivers. The automatic waivers from State law or regulation, to be requested jointly, are set forth in **Attachment 6** (Automatic State Waivers).

16.2.B. Procedures for Non-automatic Waiver Requests. The District Board agrees to jointly request waiver of the State laws and regulations that are listed in **Attachment 7** (Additional Waiver Requests State Laws and/or Regulations). To the extent the State Board does not grant the requested waivers or imposes conditions upon the School with respect to such waivers, the Parties shall meet to negotiate the effect of such State Board action.

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16.2.C. Subsequent Waiver Requests. The School may request additional waivers after the original request. Upon receipt of such request, 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. The District agrees to jointly request such a waiver from the State Board if the District's Board first approves the request. District Board approval of requests to waive State law or regulations shall not be unreasonably withheld. To the extent the State Board does not grant the requested waivers or imposes conditions upon the School with respect to such waivers, it is agreed that representatives of the Parties shall meet to negotiate the effect of such State Board action.

16.3. District Policies and Waivers.

16.3.A. Automatic Waivers. The District shall grant automatic waivers that are necessary or appropriate when a policy by its express terms does not apply to a charter school or that, through this Contract, the District has delegated this authority to the School to implement. The District shall keep an updated list of such automatically waived (W) or delegated (D) waivers from District policy.

16.3.B. Additional Waiver Requests. Upon execution of this Contract the School shall submit to the District a list of District policies which it desires waivers from to be set forth on **Attachment 8**, for approval by District Board. Initially, the District shall have thirty (30) calendar days to review the request and present the matter before the District Board at its next regular meeting for approval. For subsequent requests during the term of this Contract, unless the Parties agree otherwise, the District Board shall, have thirty (30) calendar days to consider the matter prior to rendering a decision at a regular meeting. Notwithstanding anything in 16.3.A and B above, so long as Section 16.3.C is in place, these provisions shall only apply if and to the extent any waivers granted in 16.3.C. below have been revoked pursuant to Section 16.3.C.1.

Any approval hereunder shall not be unreasonably denied, conditioned, or delayed. Notwithstanding the language contained in Section 9.4 (Dispute Resolution), the School may seek an appeal of any denial of a request for a District waiver to the District Superintendent or their designee and charter school legal counsel. Waivers of District policies may be granted only to the extent permitted by State law.

16.3.C. Existing School Policies. Notwithstanding Section 16.1 and 16.3.A and B above, the District acknowledges that the School has been operating a charter school in El Paso County authorized by the Charter School Institute for 14 years, and has established a proven record of fiscal, governance, and operational soundness, through creation and adherence to appropriate Charter Board policies, Student Handbook, Employee Handbook, and operational policies and procedures that were submitted and reviewed as part of the Application. In addition to complying with all applicable State and federal laws and regulations, the School shall also be subject to the philosophical requirements expressed in Sections A, E, I, G, J, and K of District policies as more particularly expressed in its existing Employee and Student Handbooks and related Charter Board and operational policies. While the School acknowledges and agrees to comply with the underlying fundamental legal duties contained in these policies, the District hereby waives District policies and grants the School authority to develop its own approaches in similar policies that shall in all cases comply with applicable law.

16.3.C.1. Review. In the event that the District has good cause to believe that a legally mandated School policy is out of compliance with applicable law, it will notify the School in writing and the School will have forty-five (45) days to correct the policy or be subject to imposition of the appropriate District policy, subject to the waiver provisions described above. The School's compliance with this Section shall additionally be subject to annual compliance review of relevant policies, procedures, handbooks, and records by District staff to ensure compliance with applicable laws.

Section Seventeen: General Provisions

17.1. Order of Precedence. In the event of any conflict among the original documents and practices defining this relationship, it is agreed that this Contract shall take precedence over policies of either Party and the Application; applicable policies of the District Board that have not been waived shall take precedence over policies and practices of the School and the Application; and policies of the School and mutually-acceptable practices developed during the term of this Contract shall take precedence over the Application. In the event of conflicts or inconsistencies between this Contract and the Attachments, the terms of the Contract shall control.

17.2. Amendments. No amendment to this Contract shall be valid unless approved by the District's Board in accordance with Policy DJ and ratified in writing by the District Contracting Office and the School's governing body and executed by authorized representatives of the Parties.

17.3. 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 superseded by this Contract.

17.4. No 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.

17.5. Governing Law and Enforceability. This Contract shall be governed and construed according to the Constitution and laws of the State. If any provision of this Contract or any application of this Contract to the School is found contrary to law or is otherwise unenforceable for any reason, the other provisions of the Contract shall remain in full force and effect and such provision or application shall have effect only to the extent permitted by law.

17.6. 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, and the Parties agree that there are no intended third-party beneficiaries to this Contract.

17.7. No Waiver. The Parties agree that no assent, express or implied, to any breach by either of them of any one or more of the provisions of this Contract shall constitute a waiver of any other breach.

17.8. Notice. Any notice required, or permitted, under this Contract, shall be in writing and shall be effective on actual receipt or refusal, when sent by hand-delivery or national overnight delivery service with a receipt, or three days after mailing when sent by certified mail, postage prepaid to the Administrator for notice to the School, or to the designated District representative for notice to the District, at the addresses set forth below. Either party may change the address for notice by giving written notice to the other party.

Notice to the District:

Mr. Mark Capps,
Charter School Contracting Officer
1115 N. El Paso Street,
Colorado Springs, CO 80903
Email: mark.capps@d11.org

And to:

Dr. Scott Mendelsberg,
Charter School Liaison
1115 N. El Paso Street, Room 139

**COLORADO SPRINGS SCHOOL DISTRICT 11
CHARTER SCHOOL CONTRACT – THOMAS MACLAREN SCHOOL**

Colorado Springs, CO 80903

Email: scott.mendelsberg@d11.org

Notice to the School:

Thomas MacLaren School

Attn: Executive Director, Mary Faith Hall

1702 N. Murray Blvd

Colorado Springs, CO 80915

Email: mfhall@maclarenschool.org

17.9. Survival. The provisions of this Contract that impose obligations on a Party for actions to be taken prior to termination of this Contract shall survive the termination of this Contract. Additionally, any provision of this Contract that imposes an obligation on a Party after termination or expiration of this Contract shall survive the termination or expiration thereof and shall be enforceable by the other Party.

17.10. Interpretation.

17.10.A. Standard of Compliance. In the event of any disagreement or conflict concerning the interpretation or enforcement of this Contract, the Application, and District policies, procedures, regulations, or other requirements, unless waived, compliance by the School therewith shall be required and measured in the same manner as may be applied and expected by the District of otherwise-comparable District schools.

17.10.B. Business Days. As used in this Contract “business day” means any day other than a Saturday or Sunday or a day on which government institutions in the State are closed. Any date or deadline for performance or the giving of notice under this Note that falls on a day other than a Business Day, shall be deemed postponed until the next Business Day thereafter.

17.10.C. Counterparts; Signature by Facsimile. This Contract may be signed in counterparts, which when taken together, shall constitute one original Contract. Signatures received by facsimile or electronically by either of the Parties shall have the same effect as original signatures.

17.10.D. Nonreligious, Nonsectarian Status. The educational program of the School shall be nonreligious, nonsectarian, and, consistent with applicable law and District policy, shall not discriminate against any student on the basis of race, color, creed, religion, national origin, immigration/citizenship status, ancestry, sex, marital status, sexual orientation, gender identity, gender expression, transgender status, marital status, pregnancy status, veteran status, disability or need for special education services or based on hair texture, hair type, or a protective hairstyle that is commonly or historically associated with race, or any other basis on which discrimination is prohibited by law.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK - SIGNATURES FOLLOW

COLORADO SPRINGS SCHOOL DISTRICT 11
CHARTER SCHOOL CONTRACT – THOMAS MACLAREN SCHOOL

IN WITNESS WHEREOF, the Parties have executed this Contract as approved by the School District Board Resolution (2024-09) and Thomas McLaren State Charter School dba Thomas McLaren School

THOMAS MACLAREN STATE CHARTER SCHOOL,
dba Thomas McLaren School
a Colorado nonprofit corporation and
charter public school

By: 
Name: Mary Faith Hall
Title: Executive Director

Date: 2-12-24

Witnessed by: 
Title: Chief of Staff

Date: 2-12-24

COLORADO SPRINGS SCHOOL DISTRICT 11

By: 
Mark Capps, Contracting Officer

Date: 2/13/24

By: 
Kris Odom, COO,
Chief Operations Officer

Date: 2/13/24

By: 
Michael Gaal,
Superintendent

Date: 2/15/24

LIST OF ATTACHMENTS

1. District Board Resolution Approving Charter School Application (Resolution 2024-09)
2. Charter School Application
3. Selected Laws Applicable to Charter Schools
4. Conflict of Interest Certification Form -
5. Education Service Provider (ESP) and Education Management Provider (EMP) Agreement Guidelines
6. Automatic Waivers of State Laws and Additional Requests for Waiver of State Laws and/or Regulations
7. Intentionally Deleted – Combined with Attachment 6 above
8. Waivers of District Policies
9. Direct Costs and Purchased Services /Buyback Services
10. Annual Performance Review (APR) Guide
11. Material Program Components
12. Enrollment Policy
13. Financial Transparency Reporting Calendar
14. Articles of Incorporation and Bylaws
15. Special Education Plan of School
16. Charter School Transportation Plan
17. Charter School Meals Plan

Attachment 1: District Board Resolution Approving Charter School Application (Resolution 2024-09)

Resolution 2024-09 Approval of Thomas MacLaren School

Whereas, on August 14, 2023, the Board of Education (Board) of Colorado Springs School District 11 (District) received a charter school application from Thomas MacLaren School; and

Whereas, the charter school application has been reviewed by the District Accountability Committee (DAC) and the Administrative evaluation team; and

Whereas, the DAC and the Board have reviewed the charter school application in accordance with the requirements of C.R.S. §22-30.5-107 (1) & (1.5); and

Whereas, the Board scheduled a work session on September 6, 2023, at which representatives of Thomas MacLaren received questions from the Board; and

Whereas, the Board scheduled a non-action meeting, including a public hearing, on September 13, 2023, at which the DAC and administrative representatives gave their findings, and the public was allowed to be heard; and

Whereas, the Board scheduled an action meeting on September 27, 2023, at which time they considered whether to approve or deny the application; and

Whereas, The Charter Schools Act requires the Board to rule by resolution on the charter school application within 90 days after its receipt (C.R.S. §22-30.5-107) (2); and

Whereas, the Board has considered the charter school application and additional information provided by Thomas MacLaren School; the Charter Schools Act; District policies and regulations; and the final reports prepared by the DAC and the Administrative evaluation team; and

Whereas, Thomas MacLaren School is a high-performing school, aligns with District 11's portfolio, and is an operationally strong program; and

Whereas, the Board has determined that the application is in the best interests of the pupils, school district, and community based on our review of all the information presented to the Board subject to conditions of approval outlined below; and

Whereas, the District administration is directed to work together with the Applicant to negotiate a final charter school contract based on the approved application, with the final contract being subject to approval by the District 11 Board of Education; and,

Resolution 2024-09
Approval of Thomas MacLaren School

Whereas, the Board expects that the final contract with Thomas MacLaren School would satisfactorily address, among other provisions to be negotiated, the following items:

1. Submission of a Budget Reasonably Acceptable to accommodate the proposed educational program, facility needs, buybacks, and contingency;
2. Evidence of sufficient interest in program to support enrollment projections;
3. Thomas MacLaren School will begin in the school year 2024/2025 in a non-District facility and provide evidence of a pre-executed copy of lease agreements for all proposed facility uses and partnership agreements indicated;
4. The initial term of Thomas MacLaren School, before renewal or other re-approval or other re-authorization by the district is required, would be a period of up to five (5) years beginning with the initial fiscal/school year in which Thomas MacLaren School commences operation;
5. Submission of sufficient information to support requested waivers; and,
6. Successful performance-based contract negotiations that shall address, but not be limited to:
 - a. Assessments developed or selected by the Charter School, the Colorado Measures of Academic Success assessments required by the State of Colorado, and assessments selected by District 11.
 - b. Waivers to District Policies and State Statutes.
 - c. Every Student Succeeds Act (ESSA) requirements.
 - d. Accreditation.

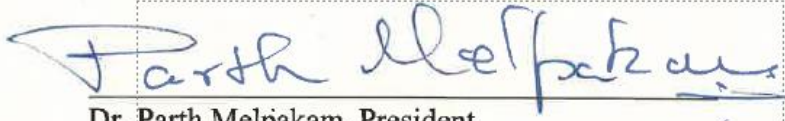
Now, therefore, be it resolved by the Board that the charter school application is approved for Thomas MacLaren School to begin operations in the Fall of 2024, for the 2024-2025 school year, for a term of five (5) years, subject to negotiation and agreement on final contract terms no later than 90 days after this approval (or a such extended date as the parties may mutually agree), unless the parties jointly waive such timeline pursuant to C.R.S. § 22-30.5-107(2) and (C) all other terms and conditions as may be required by law.

Upon mutual agreement of the Board or its designee and Thomas MacLaren School, any deadline for executing the charter school contract may be extended. Upon request from Thomas MacLaren School, the Board or its designee may adjust any other timelines.

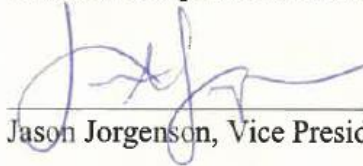
Adopted this 27th day of September 2023.

Resolution 2024-09
Approval of Thomas MacLaren School

COLORADO SPRINGS SCHOOL DISTRICT 11 BOARD OF EDUCATION



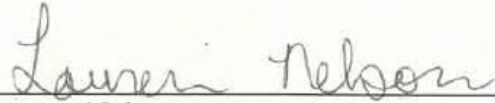
Dr. Parth Melpakam, President



Jason Jorgenson, Vice President



Dr. Sandra Banks, Secretary



Lauren Nelson, Treasurer



Darleen Daniels, Director



Rev. Al Loma, Director



Julie Ott, Director



Attest By:



Melisa Olsen
Secretary to the Board of Education

Attachment 2: Charter School Application

The complete Charter School Application for the School is attached herewith or a link to the Application in its entirety is below.

Link: <https://drive.google.com/drive/folders/183WrFiuHJ8rfXBeXbBEeWjQyMOc78B5Z?usp=sharing>

Attachment 3: Selected Laws

The following is a list of State and federal laws applicable to charter schools. It is not comprehensive.
(Colo. Rev. Statutes, unless otherwise noted)

Governance, Records, and Charter Schools

1. Colorado Charter Schools Act: 22-30.5
2. Colorado Open Meetings Law: 24-6-401 et seq.
3. Colorado Open Records Act: 24-72-201 et seq.
4. Family Educational Rights and Privacy Act of 1974: 20 U.S.C. 1232g
5. Colorado Code of Ethics: 24-18-101 et seq.
6. Colorado Revised Non-Profit Corporation Act: 7-121-101 et seq.
7. Charter School Oath: 24-12-101 et seq.

Safety and Discipline

8. Certificate of occupancy for the school facility: 22-32-124
9. Safe School Plan: 22-32-109.1 (2)
10. Grounds for suspension, expulsion, and denial of admission of students: 22-33-106
11. Procedures for suspension, expulsion, and denial of admission of students: 22-33-105
12. Suspension of K-2: 22-33-106.1
13. Services for expelled students: 22-33-203
14. Child Protection Act of 1987: 19-3-301 et seq.
15. Background checks for employees: 22-1-121

Educational Accountability

16. Educational Accountability: 22-11-101 et seq. (especially 22-11-210 and 22-11-401 et. seq.)
17. Accreditation: 22-11-201 – 211; Accreditation Rules of the State Board of Education: 1 CCR 301-1
18. Elementary and Secondary education Act (ESEA): P.L. 107-110

Curriculum, Instruction, and Extra-Curricular Activities

19. Instruction in federal and State history and government: 22-1-104
20. Honor and use of the U.S. Flag: 22-1-106
21. Instruction in the Constitution: 22-1-108, 109
22. Instruction in the effects of use of alcohol and controlled substances: 22-1-110
23. On-line programs: 22-33-104.6
24. Participation in sports and extra-curricular activities: 22-32-116.5
25. Content standards: 22-7-407

Exceptional Students

26. Discipline of students with disabilities: 20 U.S.C. 1415 (k), 34 C.F.R. 519-529
27. Exceptional Children's Educational Act: 22-20-101 et seq.
28. Section 504 of the Rehabilitation Act of 1973: 29 U.S.C. 794
29. Americans with Disabilities Act: 42 U.S.C. 12101
30. Individuals with Disabilities Educational Act: 42 U.S.C. 1401 et seq., as amended by the Individuals with Disabilities Education Improvement Act of 2004, and as further modified by the Every Student Succeeds Act (2015)
31. English Language Proficiency Act: 22-24-101 et seq.

Finance 20-30.5-104(6)(a)

32. Public School Finance Act: 22-54-101 et seq.
33. School Funding Formula: 22-54-104 (3)
34. Funded pupil enrollment: 22-54-103 (10)
35. Tuition: 22-20-109 (5), 22-32-115 (1) and (2), 22-54-109
36. Fees: 22-32-110 (1) (o) and (p), 22-32-117
37. Allocation of funds to a capital reserve fund: 22-54-105 (2) (b) (if applicable)
38. Expenditures from a capital reserve fund: 22-45-103 (if applicable), 24-10-115, Article 13 of title 29

39. Allocation of funds for instructional supplies and materials: 22-54-105 (I)
40. Allocation of funds for at-risk students: 22-54-105
41. CDE Financial Policies and Procedures: 22-44-204, and Handbook:
<https://www.cde.state.co.us/cdefinance/fpphandbookfy20-21>
42. Excess tuition charges for out-of-district special education students: 22-20-109 (5)
43. Participation in PERA : 22-30.5-512 and 22-30.5-111 (3)
44. Public School Financial Transparency Act: 22-44-301 et seq.
45. Discrimination 22-30.5-104(3)(a)
46. School Accountability Committees § 22-11-401-402
47. Children’s Internet Protection Act: 47 U.S.C. § 254 (
48. Colorado Student Data Transparency and Security Act: § 22-16-108 thru § 22-16-110

NOTE: THIS LIST IS NOT COMPREHENSIVE. The absence of an applicable law from the list does not excuse noncompliance or non-performance by the school.

Attachment 4: Conflict of Interest Certification Form

Note: The purpose of this document is to provide disclosure. Thomas MacLaren School ('the School') Board operates according to its own bylaws and applicable law in regard to conflicts of interest. This form is a public document and will be available at the 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.



CONFLICT OF INTEREST ACKNOWLEDGEMENT

As a member of the Board of Directors for Thomas MacLaren School, I affirm that I am dedicated to governing the School in an ethical and effective manner. I have read (1) the Board of Directors Handbook and Agreement, (2) the Bylaws, (3) the Conflict of Interest Policy (as well as the complementary Conflict of Interest Policy contained in the Bylaws, at Section 8.5), and (4) the Financial Controls Policy. By signing below, I am re-affirming a commitment to following the principles and guidelines contained within each of these documents.

Conflicts

Indicate whether you have had any matter in which you had a conflict of interest during the last fiscal year of the School:

- ☐ No
- ☐ Yes

If Yes, please provide additional specifics and indicate if the conflict disclosed, to the board, and if you followed the Conflicts Policy?

I, _____, certify to the best of my knowledge and ability that the information I am providing is true and correct in every respect.

Board Member:

Signature

Printed Name

Date

Attachment 5: Education Service Provider (ESP)/ Education Management Provider (EMP) Agreement Requirements

All Education Service Provider (ESP)/ Education Management Provider (EMP) Agreements entered into by the School before or after execution of the Charter Contract, shall be subject to the Requirements set forth in this Attachment.

Provider Agreement Requirements (ESP and EMP are referred to jointly herein as EMP)

1. SCOPE

- a. The maximum term of an EMP agreement must not exceed the term of the charter contract.
- b. The EMP agreement must be negotiated as an “arms-length” transaction. The School and EMP must have independent legal counsel review and advise to represent their respective interests in reaching a mutually acceptable agreement.
- c. 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 Open Meetings Law.
- d. 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, or waive rights of non-appropriation.
- e. An EMP may not exercise undue influence or control over the Charter Board either through direct board representation or through control over board membership in accordance with applicable law.
- f.

The EMP agreement shall provide for an annual performance evaluation of the EMP in accordance with School policy. The EMP agreement and all evaluations of and communication regarding the same shall be subject to State disclosure laws, including, but not limited to, the Open Records Act.

2. FINANCES & FEES

- a. 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.
- b. No provision of an EMP agreement shall alter the legal obligation of the School to first deposit all funds received by the School in the School’s account before payment of any amounts owing to the EMP.
- c. No provision of an EMP agreement may unduly infringe on the Charter Board’s fiduciary duty to independently approve and oversee the School’s budget.
- d. 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.
- e. The EMP agreement must contain a provision that the Charter Board retains the exclusive authority and responsibility to select and retain the independent auditor for the School’s financial audit, and that all records pertaining to the School be made available to such auditor.

- f. 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 specificity and reference to specific dollar amounts.
- g. EMP agreements shall not contain any liquidated damages or other financial penalties provisions either designed or likely to have the practical effect of preventing a school from terminating the agreement.

3. PROCUREMENT

All EMP agreements shall:

- a. contain a requirement that the EMP comply with the Charter Board's-approved bidding and procurement policies for procuring equipment, materials, services, and supplies at the request of or on behalf of the School and that the EMP may charge the School only for the actual cost of such equipment, materials, services, and/or supplies purchased from third Parties without adding any fees or charges.
- b. provide that any equipment, materials and supplies that an EMP purchases on behalf of or as the agent of the School shall be and remain the property of the School.
- c. require the EMP to disclose to the School any related entities that have a financial or other business interest in any agreement that it enters into for services, equipment, materials or supplies for the School; to specify the nature of the interest; and to provide any additional information regarding the related entity and the nature of the relationship and the interest that the Charter Board may reasonably require to fulfill its fiduciary duty and duty of care.

4. FACILITIES

- a. If the EMP is responsible for purchasing, leasing, or otherwise securing the School's facility, EMP agreements shall:
 - i. require the EMP to disclose to the School any related entities that have a financial or other business interest in the facilities agreement, including financing provisions; to specify the nature of the interest; and to provide any additional information regarding the related entity and the nature of the relationship and the interest that the Charter Board may reasonably require to fulfill its fiduciary duty and duty of care.
 - ii. 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 facilities financing relationships with the EMP or an EMP-related party, then such agreements must be entered into separately and must not be a part of or incorporated into the EMP agreement.

5. OTHER PROPERTY

EMP agreements must contain a provision that clearly allocates the respective proprietary rights of the School 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 Charter 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 other than from the School or that are not otherwise dedicated for the specific purpose of developing School directed

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.

6. PERSONNEL

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.

7. INSURANCE

EMP agreements must contain insurance and indemnification provisions outlining the coverage the EMP will obtain. The EMP's insurance shall be separate from and in addition to the insurance for the School and 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.

8. RECORDS

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 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, and the records of employees of the EMP serving at the School to ensure compliance with applicable laws.

Attachment 6: Automatic Waivers of State Laws

REQUESTED WAIVERS

Contact Information	
School Name:	Thomas MacLaren State Charter School
School Address (mailing):	1702 North Murray Boulevard, Colorado Springs, CO 80915
Charter School Waiver Contact Name:	Mary Faith Hall
Charter School Waiver Contact Phone Number:	719.313.4490
Charter School Waiver Contact Email:	mfhall@maclarenschool.org
District 11 Waiver Contact Name:	Scott Mendelsberg
District 11 Waiver Contact Phone Number:	719-520-2000
District 11 Waiver Contact Email:	Scott.Mendelsberg@d11.org

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

Non-Automatic Waivers	
State Statute Citation	Description
C.R.S. § 22-9-106	Local Board of Education-Duties-Performance Evaluation System
C.R.S. § 22-2-112(1)(q)(I)	Commissioner-Duties
C.R.S. § 22-32-109(1)(n)(I)	Board of Education-Specific Duties School Calendar

C.R.S. § 22-32-109(1)(n)(II)(B)	Board of Education-Specific Duties Adoption of District Calendar
C.R.S. § 22-32-109(1)(n)(II)(A)	Board of Education – Teacher Pupil Contact Hours
C.R.S. § 22-63-201	Employment Certificate required
C.R.S. § 22-63-202	Teacher employment, contracts in writing-duration-damage provision
C.R.S. § 22-63-203	Probationary Teachers-renewal and non-renewal of employment contract
C.R.S. § 22-63-203.5	Non-probationary portability
C.R.S. § 22-63-205	Exchange of teachers - exchange educator interim authorization
C.R.S. § 22-63-206	Transfer of teachers
C.R.S. § 22-32-109(1)(b)	Local board duties concerning competitive bidding
C.R.S. § 22-32-110(1)(y)	Local board powers-Accepting gifts, donations, and grants
C.R.S. § 22-33-105	Suspension, expulsion, and denial of admission
C.R.S. § 22-35-104(5)	Mandatory Concurrent Enrollment: credit at institution of higher education counts for credit towards student's high school graduation requirements.
C.R.S. § 22-1-110	Effect of Use of Alcohol and Controlled Substances to be Taught
C.R.S. § 22-2-136; 1 C.C.R. 301-81	Individual Career and Academic Plans; Rules Governing Individual Career and Academic Plans

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

C.R.S. § 22-9-106 Local Board of Education-Duties-Performance Evaluation System; C.R.S. § 22-2-112(1)(q)(I) Commissioner-Duties

Rationale: The school and its Executive Director or designee must have the ability to perform the evaluation of all personnel. Should any other designated administrator not have an Administrative license, this should not preclude him or her from administering the evaluations under the direction of the Executive Director. The Board of Directors must also have the ability to perform the evaluation for the school leader. Additionally, the school should not be required to report its teacher evaluation ratings as a part of the commissioner's report as required by C.R.S. § 22-2-112(1)(q)(I), but will still report on in-field/out-of-field.

Replacement Plan: Instead, the school will use its own evaluation system as agreed to in the charter contract with the District 11 ("D11"). The school's evaluation system will continue to meet the intent of the law as outlined in statute. Staff will be trained in this evaluation system, and the methods used for the school's evaluation system will include quality standards that are clear and relevant to the administrators' and teachers' roles and responsibilities, have the goal of improving student academic growth, and meet the intent of the quality standards established in C.R.S. § 22-9-101 *et seq.* The school will not be required to report its teacher evaluation data through the TSDL collection; however, teacher performance data will be reviewed by the school and used to inform hiring practices and professional development. Core course level participation will continue to be reported pursuant to C.R.S. § 22-11-503.5, as this is a non-waivable statute.

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

Financial Impact: The school anticipates that the requested waivers will have no financial impact on the D11 or the school.

<p>How the Impact of the Waivers Will be Evaluated: Since teacher performance has a critical impact on the performance of the entire school, the impact of this waiver will be measured by the same performance criteria and assessments that apply to the school, as set forth in the charter contract.</p>
<p>Expected Outcome: If granted, the waiver will enable the school to implement its program and evaluate its teachers in accordance with its Performance Appraisal System, which is designed to produce greater accountability and be consistent with the school's goals and objectives. This will benefit staff members as well as students and the community.</p>

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
<p>C.R.S. § 22-32-109(1)(n)(I) Board of Education-Specific Duties School Calendar C.R.S. § 22-32-109(1)(n)(II)(B) Board of Education-Specific Duties Adoption of District Calendar C.R.S. § 22-32-109(1)(n)(II)(A) Board of Education – Teacher Pupil Contact Hours</p>
<p>Rationale: The school year at MacLaren School will total approximately 165 days per year, which exceeds the current contact hour requirement in state statute. The school will always meet the minimum required time as directed by CDE for corresponding grade levels.</p>
<p>Replacement Plan: The school will prescribe the actual details of its own school calendar to best meet the needs of its students. As such, the school will have a calendar that may differ from the rest of the schools within the District. The final calendar and the school's daily schedule will be designed by the School's Board of Directors and will meet or exceed the requirements in state statute. To the extent possible, the school will endeavor to develop a calendar that aligns with the District calendar. The school will submit its calendar annually to the District for Review and will not make any material modifications to the calendar without prior approval by the Institute. To the extent practicable, modifications will be requested at least 60 days prior to the proposed date of change.</p>
<p>Duration of Waivers: The waiver will extend for the duration of the contract.</p>
<p>Financial Impact: The school anticipates that the requested waivers will have no financial impact on the D11 or the school.</p>
<p>How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the same performance criteria and assessments that apply to the school, as set forth in the charter contract.</p>
<p>Expected Outcome: As a result of this waiver, the school will be able to operate in accordance with its own schedule, designed to meet the needs of its community and educational program, which is vital to the success of its program.</p>

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
<p>C.R.S. § 22-63-201 Employment Certificate required</p>
<p>Rationale: The school must be granted the authority to hire teachers and administrators that will support the school's goals and objectives. The Executive Director will not function as a traditional District school principal, but rather will be responsible for a wider range of tasks and act as the school's chief executive officer.</p>
<p>Replacement Plan: The school will seek to attract administrators and teachers from a wide variety of backgrounds, including, but not limited to teachers from out-of-state, teachers with a lapsed Colorado certificate, persons with several years of successful teaching experience in a setting not requiring a license, as well as persons with business or professional experience. All employees of the school will be employed on an at-will basis. All employees of the school will meet applicable fingerprinting and background check requirements. Core instructional staff (K- 6th grade teachers, 7-12th grade English, Social Studies, Math, and Science teachers) will meet, within the first two years of employment, the guidelines set forth in the Colorado state ESSA plan, specifically (1) holding at least a BA or higher in the relevant subject area; (2) completing 36 semester credit hours in the subject matter in which s/he teaches; or (3) passing a State Board approved content exam in the relevant subject area. Special Education Teachers will</p>

hold the requisite state license and endorsement. All employees of the school will report the number of in-field/out-of-field teacher designations, years of experience of teachers, and effectiveness ratings (unless waived) or any other requirements promulgated by CDE.
Duration of Waivers: The waiver will extend for the duration of the contract.
Financial Impact: The school anticipates that the requested waivers will have no financial impact on the D11 or the school.
How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the same performance criteria and assessments that apply to the school, as set forth in the Charter Agreement.
Expected Outcome: As a result of this waiver, the school will be able to operate in accordance with its own program and hire teachers that best fit the school's design, which is vital to the success of its program.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
C.R.S. § 22-63-202 Teacher employment, contracts in writing-duration-damage provision
C.R.S. § 22-63-203 Probationary Teachers-renewal and non-renewal of employment contract
C.R.S. § 22-63-203.5 Nonprobationary portability
C.R.S. § 22-63-205 Exchange of teachers - exchange educator interim authorization
C.R.S. § 22-63-206 Transfer of teachers
Rationale: In order to manage its own personnel, the school must be granted the authority to select its own teaching staff, develop its own employment agreements and terms and conditions of employment. The school will operate differently from other schools with a unique curriculum for which having the proper teaching staff is essential. No other school nor D11 should have the authority to transfer its teachers into the School or transfer teachers from the school to any other schools.
Replacement Plan: All employees of the School will be employed on an at-will basis. The School has teacher agreements with the terms of non-renewal and renewal of employment agreements, and payment of salaries upon termination of employment of a teacher. As a result of these waivers, the school will be able to employ professional staff possessing unique skills and/or background, filling all staff needs. The School will hire teachers on a best-qualified basis. There is no provision for transfers.
Duration of Waivers: The waiver will extend for the duration of the contract.
Financial Impact: The school anticipates that the requested waivers will have no financial impact on the D11 or the school.
How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the same performance criteria and assessments that apply to the school, as set forth in the Charter Agreement.
Expected Outcome: The school expects that, as a result of this waiver, it will be able to manage its own personnel affairs.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
C.R.S. § 22-32-109(1)(b) Local board duties concerning competitive bidding
C.R.S. § 22-32-110(1)(y) Local board powers-Accepting gifts, donations, and grants
Rationale: In order to manage its own budget and finances, the school must be granted the authority to develop its own financial policies and practices.
Replacement Plan: The School, rather than the D11, will be responsible for determining whether or not to accept gifts, donations and grants. The School will ensure the process is an open process in compliance with all applicable rules and regulations. Additionally, the School, rather than D11, is in the best position to know what goods and services are needed and which vendors and providers may be available. The School will be responsible for establishing procedures for competitive bidding, as required by applicable law, and for selecting successful bidders on projects/contracts. The School will ensure the process is open, transparent, and in compliance with all applicable rules and regulations.
Duration of Waivers: The waiver will extend for the duration of the contract.
Financial Impact: The school anticipates that the requested waivers will have no financial impact on the D11 or the school.
How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the same performance criteria and assessments that apply to the school, as set forth in the charter contract.
Expected Outcome: The school expects that, as a result of this waiver, it will be able to manage its own financial affairs.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
C.R.S. § 22-33-105 Suspension, expulsion, and denial of admission
Rationale: As a charter school, the School must have the ability to determine its own procedures for suspension, expulsion, and denial of admission in accordance with state law and to hear the appeal of any such decisions.
Replacement Plan: The charter contract with D11 delegates the authority to suspend, expel, and deny admission to students to the School administration, which is consistent with state law; however, as opposed to D11 implementing subsection 105, the School and its governing board will carry out those obligations. The School itself will comply with the terms of subsection 105 and the other statutes governing suspension, expulsion, and denial of admission. To ensure that the School is meeting the intent of the law, the School will involve its legal counsel in any appeals to the School's governing board to ensure that students are being afforded appropriate due process. The School has developed a policy for carrying out the requirements of C.R.S. § 22- 33-105. In addition, the School will report to D11 expulsion data pursuant to C.R.S. § 22-33- 105(2.5).
Duration of Waivers: The waiver will extend for the duration of the contract.
Financial Impact: The School anticipates that the requested waiver will have minimal financial impact on the School and no financial impact on D11.
How the Impact of the Waivers Will be Evaluated: The School will be required to record all data involving suspensions and expulsions with access for review by both D11's and the School's governing boards. In addition, the School's governing board has developed its policies and procedures for suspensions, expulsions, and denial of admission, which are consistent with state law.
Expected Outcome: The outcome will be a fair and supportive process for the School to make appropriate determinations regarding suspensions, expulsions, and denial of admissions at the local level.

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

C.R.S. § 22-35-104(5); Mandatory Concurrent Enrollment: credit at institution of higher education counts for credit towards student's high school graduation requirements.

Rationale: Thomas MacLaren School was founded in 2009 as a rigorous, traditional charter school offering a classical education according to a specific educational program informed by the writings of Mortimer J. Adler in his *Paideia Proposal*. MacLaren School does not offer electives. All its students take the same program of study. In the upper school (grades 6-12), students take seven years of mathematics, literature, history, science, orchestra, and language. Upper school students also are required to take four years of art and art history, and three years of drama. The only academic choice upper school students have is in language: after four years of Latin in grades 6-9, they may elect to study in grades 10-12 either three years of a modern language (*e.g.*, Spanish, French or German) or the study of Ancient Greek. MacLaren's rigorous academic program has been extremely successful. MacLaren has repeatedly been named a School of Distinction, received the John Irwin Award of Excellence and the High School Growth Award. Its class of 2017 broke the statewide record for the highest composite average ACT score ever with a 29.8.

Below is a table of MacLaren's graduation requirements for the high school. We have also listed for comparison the requirements from the Higher Education Admission Requirements (HEAR), which are the requirements set forth by Colorado as standards for college entrance beginning in the year 2010. As one can see, MacLaren clearly exceeds all Colorado admission requirements:

Subject Area	MacLaren	HEAR
English Language Arts	8	8
Social Studies/History	8	6
Mathematics	8	8
Science	8	6
Physical Education	2	
Humanities	4	
Foreign Language	6	2
Fine Arts	10	
Academic Electives		4
	54	

By faithfully implementing its rigorous curriculum, MacLaren's 9-12 grade students have consistently demonstrated exceptional growth and achievement. In the most recent 3-year School Performance Framework, MacLaren students exceed all expectations on the PSAT 9/10 and SAT. MacLaren students over the three-year trend rank in the 98th percentile in Reading & Writing, Math, and Science. Minority students rank in the 96th percentile and students who qualify for free- or reduced-price lunch rank in the 95th in the state. Injecting wholly-unrelated coursework into MacLaren's program would distract from and damage one of the most successful educational programs in Colorado.

MacLaren also exceeds postsecondary expectations: MacLaren's graduation rate, matriculation rate, and college acceptance rate are either at or near 100% year over year.

MacLaren requests a waiver of **one facet** of the mandatory concurrent enrollment provisions found in C.R.S. § 22-35-104(5), **the mandate that college courses also count as credit for the high school diploma.**

MacLaren will have a concurrent enrollment policy that will outline guidelines for students who wish to take college courses outside of our curriculum. Specifically, while MacLaren will partner with a local community college to allow for students to enroll in college courses, these courses must be those not already offered in our curriculum. These courses will appear on the student's transcript as evidence of college-readiness, and would show college credit per the policy of the agreement with the community college. Students would remain

obligated to complete the full MacLaren course of study. Allowing students to substitute outside courses for MacLaren's carefully defined curricular scope and sequence is contrary to our very charter, which is curriculum-based. Thus, the integrity of the MacLaren program, which already serves many of the purposes of the concurrent enrollment statutes, would be maintained, with concurrent enrollment courses able to add value for those students who wished to take them.

Meanwhile, MacLaren is not in a position to offer concurrent enrollment within the curriculum for two reasons. Per its charter, MacLaren offers this program in two unique ways:

- 1) As mentioned, the program offers no electives. All students take the same course of study. Students do not choose their courses; they are assigned a course and teacher. Should one of these sections of a course be designated concurrent enrollment-eligible it would result in a lack of fairness to the other students not assigned that class.
- 2) Additionally, MacLaren's grades 6-12 are taught in a single-sex setting. MacLaren cannot guarantee that a teacher and course approved as concurrent enrollment would be available to teach all sections and all genders. Not only would offering concurrent enrollment in one gender over another be unfair, it would violate Title IX considerations of equitable education to boys and girls alike.

Replacement Plan: MacLaren School will continue to offer its exceptional educational program to its 9-12 grade students, including exceeding state expectations on the number of students who create post-secondary plans and are accepted to a post-secondary program. Meanwhile, MacLaren will have a concurrent enrollment plan:

1. MacLaren will offer concurrent enrollment to students who wish to take college courses above and beyond our curriculum. For example, MacLaren offers Biology in the 9th grade. If a student as part of his or her Postsecondary Plan wants more Biology as part of a pre-med course of study, that student could enroll in Pikes Peak Community College for whatever course he or she has the prerequisite for, and receive PPCC credit for this course. The course would appear on the MacLaren transcript, and colleges would follow their own policies as to the acceptance of this course towards their own credit. Students would still be expected to complete the full MacLaren course of study. Again, MacLaren has one course of study, and one diploma to align with that course of study. Allowing students to achieve college credit (although not high school credit) will fulfil one purpose of the law, which is to ease financial constraints on students facing the financial constraints on attending and completing college.
2. Another intent of the Concurrent Enrollment law is to promote equitable access to post-secondary institutions. The school counselor delivers the Postsecondary curriculum to all students at MacLaren, and this curriculum is tailored to individual student and family needs. For example, the counselor looks for grants applicable to certain groups of students (e.g., we have had several Questbridge recipients), and students are encouraged to apply to programs such as the Pre-Collegiate Development Program at the University of Colorado at Colorado Springs. Again, MacLaren graduates have a high graduation and matriculation rate. This includes minority students and those qualifying for free- or reduced-priced lunch (FRL). We see our concurrent enrollment program as one other way for all students to thrive in a post-secondary institution should that be their goal.

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

Financial Impact: The waiver will give MacLaren more control over its budget because it will be able to decide the manner in which to execute its educational program and prepare its students to achieve postsecondary success.

<p>How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be evaluated by assessing MacLaren’s ongoing success in college acceptance, college remediation, postsecondary readiness, and Colorado Measures of Academic Success assessments.</p> <p>Expected Outcome: By granting this waiver, it is expected that MacLaren will continue to deliver on its promise of success for its students and families throughout the Pikes Peak Region.</p>

<p>Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan</p> <p>C.R.S. § 22-1-110 Effect of Use of Alcohol and Controlled Substances to be Taught</p> <p>Rationale: D11 has granted the School the authority to determine the educational program and curriculum for the School.</p> <p>Replacement Plan: The School meets the intent of the Colorado Academic Standards on Comprehensive Health and Physical Education by including instruction on the effects of alcohol and controlled substances in its science courses.</p> <p>Duration of Waivers: The waiver will extend for the duration of the contract.</p> <p>Financial Impact: The school anticipates that the requested waivers will have no financial impact on the D11 or the school.</p> <p>How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the same performance criteria and assessments that apply to the school, as set forth in the charter contract.</p> <p>Expected Outcome: The school expects that, as a result of this waiver, it will experience an enhanced educational program by being able to administer the school program keeping with the philosophy and mission as stated in the Charter School agreement and executing the curricular autonomy it is guaranteed.</p>
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<p>Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan</p> <p>C.R.S. § 22-2-136 Individual Career and Academic Plans</p> <p>1 C.C.R. 301-81, Rules Governing Individual Career and Academic Plans</p> <p>Rationale: The School is granted the authority to establish its own curriculum and academic program. It should be allowed the autonomy to help prepare its students for life after graduating the School. The statute requires a school to create a plan for its students and directs the students’ course selection and includes other requirements not aligned to the mission and vision of the school, affecting its autonomy.</p> <p>Replacement Plan: The School has a challenging and well-defined core course requirement for graduation. School staff will work with students and parents to help advise students on how to reach their goals for life after graduating from the School, whether they choose college, career, or another path.</p> <p>Thomas MacLaren School will continue its college and career counseling services, which includes trainings for parents and students, assistance with college applications including essays, and assisting students in understanding financial aid and scholarship opportunities.</p> <p>Duration of Waivers: The waiver will extend for the duration of the contract.</p> <p>Financial Impact: The school anticipates that the requested waivers will have no financial impact on the D11 or the school.</p> <p>How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the same performance criteria and assessments that apply to the school, as set forth in the charter contract.</p> <p>Expected Outcome: The school expects that, as a result of this waiver, it will be able to offer a more meaningful post-secondary education readiness program for its students, aligned to the school’s mission and vision.</p>

Attachment 7: Additional Waiver Requests State Laws and/or Regulations

Intentionally Deleted – Combined with Attachment 6 above.

Attachment 8: Waivers of District Policies

Waivers from District policies will be identified as delegative (which means Charters will use our same policy, but it will be carried out by them); or substantive, which requires a replacement plan and rational (RRP), as referenced in Section 16 Waivers.

See Section 16.3.C. of the Charter Contract.

Attachment 9 - Direct Costs, and Purchased/Buyback Services

Description of Direct Costs and Purchased/Buyback Services to Charter Schools

Effective July 1, 2024 – June 30, 2025

DIRECT COSTS WILL BE FINALIZED BY THE PARTIES PRIOR TO EXECUTION

Direct Costs – Chargeable under Section 15.3.D.		
Note: Based on D11 student FTE of 21,007 (less Charter enrollment, online and UPK enrollment)		
Fee Description	Per Student FTE Rate/ Per Event Rate & Hours	Total Fee
Review and Evaluate the Charter School transfer application. This is a thorough but high-level review performed by Instructional Leads, Finance, Procurement, Charter School Liaison and other cross functional areas as needed. This includes Board packet prep for non-action/action meetings.	Estimated 35 hours per each: Mendelsberg Capps Weston @ average weighted hourly rate of \$163.81	$35 \times 4 \times \$163.81 = \$22,933.40$
Prepare Charter Contract. Includes negotiations, coordinating language changes and finalizing contract specifics.	Atty: 40 hours @ \$255 D11 Team: total average of 40 hours @ average hourly rate of \$102.87	$255 \times 36 = \$9,180$ $40 \times 102.87 = \$4,114.80$
Contract Charter School Liaison. Mr. Tom Weston - serves as the District's Charter Liaison. For SY 2024-25 the annual estimated cost: \$50,000. Scott Mendelsberg - For SY 2024-25 - 20% of his salary divided by the number of charter schools- 9. Each D11 authorized charter will equally split	$\$60,000/9 = \$6,666.66$ for each charter school. $\$31,000/9 = 3,444.44$	$\$6,666.66$ $\$3,444.44$
Annual Performance Report. Effort to prepare annual report – academic data (20 hours x \$146.46 averaged hourly) = \$2,929.20 Effort to prepare annual financial data - (20 hours x \$176.92 averaged hourly rate = \$3,538.40) Effort to prepare annual operations and governance – 40 hours at \$238.68 averaged hourly rate = \$9,547.20 Mendelsberg, Capps, Weston, Khaliqi, Nadine Garcia Prepare Board Packet + present + 3 hours at \$55.92 = \$167.76	This is a one-time annual effort occurring at the Fall/Winter time for the previous year's performance.	$\$16,182.56$
Annual Financial Services Audit Pipeline Review and Submission. 40 hours (conversation with charter auditor + review + submission + formatting) @ \$87.88 = \$3,515.20	Occurs in August annually	$\$3,515.20$
Special Education District Support and Monitoring Administrative Support and Data Respondent \$399,956 total salaries of (1 Upper Admin, 1 Facilitator, and 1 Data Respondent) divided by 22,729 which is D11 total population.	$\$17.60$ per student x 1000	$\$17,600.00$

Purchased Services. For each fiscal year of this Contract, the parties mutually agree that the following services shall be provided to the School by the District at a cost as set forth below. The District

cost of the foregoing services shall be redetermined annually and incorporated in this Attachment and the Charter Contract.

D11 is currently re-evaluating services provided to all authorized charter schools and any determination if they should be necessary to be required and if they are duplicative of services independently contracted by the charter, and will be re-avaluated as part of the budget cycle for 2024

Fee Description	Per Student FTE Rate/ Per Event Rate & Hours	Total Fee
Communications (District Level). Crisis Communication Support & Response- \$3,000/event avg is 2 days (all district schools are charged); additional support can be purchased on an hourly basis.	\$3,000.00	\$_____
IT Support PowerSchool Licensing - IF ACCESS IS REQUIRED FOR DATA TRANSFER/UPLOAD BY CHARTER SCHOOL CHARGED BY Vendor on a perstudent basis <ul style="list-style-type: none"> PowerSchool SIS \$10.84 per Student PowerSchool PSSP (IEPs, 504, etc.) \$2.79 per Student PowerSchool UIHN (Hoonuit) \$4.31 per Student PowerSchool licensing for ____ students: \$ 5,382 per year		
Crisis Response Mental Health Support \$80 per hour for consultation \$50 per hour per mental health professional Approximately \$2,500 per incident	One mandatory fee; additional to be charged separately	\$2,500

Additional Available Purchased Services for Election. The following are descriptions of possible services the charter may purchase from the District. Due to District staffing issues related to some of the buyback services not all services may be available for a charter to purchase at any given time. Also, some services are required to be purchased from the District due to State statutes or requirements by CDE (as may be noted or include above). For example, CDE only allows data (student count, suspensions, end of year report, etc.) to be transmitted by the District and not the charter school. Purchased Service must be elected for the entire year. Questions about the buyback services should be directed to Mark Capps, 719-520-2060.

Special Education Partial: Negotiated on a case by case basis: MacLaren School (center-based programs or out of District placement. Cost will be District average for a center-based student program. Out of District Placement costs will be determined by charges from adjacent district	\$11,263 per student for in-District placement. Out of District placement to be negotiated with the contracting district at the time of placement	
Training: Training provided by Student Success and Wellness Department (e.g. School Counseling, School Nursing, Social Emotional	20 (estimated School staff) at \$50 = \$1,000	

<p>Learning, MTSS Process and Teaming, Restorative Practices, Suicide Prevention, Crisis Response, etc.). Over 30 different trainings offered per year.</p> <p>\$50 per day per person.</p>		
<p>Security Investigations and Responses. Security - Responses and Investigations = \$18.79 per student Included:</p> <p>Emergency & Assistance Response: Security has a ready response capability at all times – 24/7. During the day this usually comes from the daytime patrol officer, one of the coordinators, or other office staff. During the non-school hours or days, it is initially provided by one of the two on-duty roving patrol officers.</p> <p>Security Alerts: Security will issue district-wide, or site-specific Security Alerts when they become aware of situations in the community that might represent a threat to students, staff or school. These alerts are issued via Blackboard/email to the schools and departments.</p> <p>Crisis planning, prevention and management:</p> <ul style="list-style-type: none"> • School Crisis Plans. By state law, all public school facilities are required to have a published crisis plan to outline how they will handle a wide range of possible crises that may be encountered. These plans are reviewed each year, and updated as necessary. Your Security Manager will work with you on this. • Emergency Operations Manual. Security coordinates the district's crisis planning and response efforts. The District Crisis Manual outlines how this is done and provides templates for various emergencies or situations. • Community Crisis Planning & Response. The district provides crisis response to the community in a variety of ways, including using schools as Red Cross shelters in the event of emergencies. <p>Investigator: Security has the capability to: conduct personnel and crime of violence investigations; perform finger printing and background investigations; assist local law enforcement with criminal investigations; and issue DVERT (Domestic Violence) notifications.</p>		

Basic Security Services –The service provided with this buyback includes 24 hours/7 days a week uniformed patrol response to calls for assistance in handling an unruly parent, unruly student, evacuation, school lockout (all exterior doors are locked), (exterior and interior doors are locked), determining if a criminal act has occurred, calling the Colorado Springs Police Department when required, etc. After the incident, a report detailing the investigation and a

debriefing with the Charter School principal is provided. Also included is response from a security officer to handle threat assessments, a building security audit and consultation on materials provided for a school crisis plan and emergency plan. Also included are responses from a security officer to handle fire and burglar alarms activated in District owned buildings, threat assessments, building security audits, and consultation on materials provided for a school crisis plan and emergency plan.

Student Attendance, Discipline and Crime of Violence Hearing Services - The Charter School will receive attendance/truancy services, hearings, expelled student educational services, and crime of violence hearing services. In addition, training and materials will be provided to staff when they attend the in-service training at the beginning of each school year. Services are provided to answer questions throughout the Charter School year. There are many Colorado statutes that are required to be followed in the three areas of attendance, discipline and crime of violence notifications.

Attendance enforcement services will be followed through from the initial notice through the completion of the case. All letters and forms required to be sent by certified mail or hand-delivered to the appropriate court, student, parent/guardian, school principal, attorney or judge will be processed by the District Office of Student Support and Engagement. The District will pay all attorney fees, courier charges, mailing charges (based on the Charter's payment for attendance, discipline and expulsion-related buyback services). The Charter will assist in writing correspondence and maintaining records and may be asked by the District to provide staff to attend court hearings. Disciplinary services include consultation on discipline issues, formal student discipline hearings, and the provision of expelled student educational options.

Crime of Violence hearings may be required when a student is involved in a Crime of Violence off school grounds. "Crimes of Violence" include not only certain violent crimes, but also certain forms of unlawful sexual behavior. The District Attorney is required to notify the Charter School and/or the District when a student commits a Crime of Violence. The School may expel the student based on the information received from the District Attorney and after the School has performed its own investigation and held a due process hearing. Because of the severity of the crimes at issue, the School may expel the student prior to the student being found guilty or not guilty by a court of law. The District will provide the investigation, pay the attorney, provide the required outside consultant, prepare and mail the required notification letters by certified mail and hold the crime of violence hearing.

Pupil Accounting and Student Records Services – This service is required due to statutory requirements of maintaining student records and CDE's requirement that only a District transmit data to CDE, not each charter school. Transmitted data includes information for the pupil count, assessment labels, discipline, demographics, dropout and graduation rates, etc. As part of the pupil accounting buyback service the charter school will annually receive an updated pupil count procedure manual when they attend the pupil count in-service training prior to the October 1 student count. The District wants to ensure your school accurately includes all countable pupils and obtains the most funds for each qualified pupil. CDE performs an audit of the pupil count and if your school has an ineligible student the per pupil revenue funds will be taken away. Monthly meetings are held to discuss student enrollment, student withdrawal, attendance procedures and other student data issues. Enrollment and attendance manuals are also made available to the charters.

The District's Records Management Center maintains the records of all students, including charter students, after the student has left the District by either dropping out, going to a different school district or by graduating. It is a statutory requirement that the District maintain the records of each student after they have left the District. The Records Management Center keeps the cumulative record for each student for three years of inactivity, the cumulative records of students that have received Special Education services for five years of inactivity and the permanent retention of the permanent record card (for elementary students) and the transcript (for secondary students). One-on-one training for school staff regarding record-keeping and the rules surrounding student data privacy is offered as needed. State law

requires that parents/guardians receive the *Annual Notification of Parents/Guardians' Rights form each year*. This letter is provided to your charter school at the beginning of each year for each student.

Special Education Partial Services (out-of-district placement) - The “special education partial services (out-of-district) placement buyback” is also an insurance-type buyback service. Out-of-district placement may only be needed occasionally, but when it is needed, a specialized team of individuals is required to make the determination that it is necessary for the student to be educated in a treatment facility, rather than in a public-school setting. The District will work with Charter School staff, the parents, the student, the District’s internal team, and the District’s legal advisors in assisting the School in making the determination of placing a child in a facility. In addition to the per pupil funding that the facility may receive, there are also excess costs that must be paid to the facility. Both of these costs are established by CDE and are legally required to be paid.

Health Screening - The services provided for the health screening buyback consist of training your school’s volunteer chairman to coordinate the volunteers needed for the health screening process and providing District employees to administer the hearing test. After the volunteer chairman has been trained and your school has selected the volunteers, the health screening team (District employees) will go to your school and work with the Charter School’s volunteers and train them on how to do vision screening and complete the student’s health form. Due to the sensitive equipment that is used for the hearing screening only District 11 employees are allowed to perform this service. For two days health screeners are at your school working with the volunteer chairman and the volunteers for the initial screening. The health screeners return for another day to re-test all the students who failed the initial screening. At the end of the re-screening the Charter School nurse will send a letter to the parents informing them that their child may need to see a specialist.

Intra-District Pony Delivery – The District has courier service to deliver mail to all of the Charter Schools multiple days per week, during the school year. This mail is initiated from within the District to schools and other locations. The courier service will pick-up your mail and bring it to the Production Printing building and drop off mail to your school from the administration building. The charter can choose to have deliveries from one day a week to three days a week.

Substitute Call Services – “This service allows the Charter School to have a substitute sent to their school in the event instructional staff (teacher, teacher’s aide), is absent.” In SFE we have changed the rule that only instructional staff receive subs, and clerical employees are only able to obtain a sub for long term vacancies, not daily vacancies. The charter employee must call in their absence to the District’s automated phone system, which will call substitutes from an approved list of substitute employees. “By July 15th of each year the charter school will need to provide District’s Human Resource Office with a list of their employees eligible to have a substitute. Although the District provides the substitute employee for the charter school, each charter school is responsible for the salary paid to the substitute and will have to set each substitute up in their payroll system.

Warehouse Delivery - When warehouse delivery services are available for purchase from the District, and your location opts to buyback those services, your location will receive delivery of warehouse items once a week between the hours of 7:00 a.m. and 1:00 p.m. The warehouse will notify you of your school's weekly delivery day. The warehouse driver will establish a staging area at your school where items are dropped off or return items can be picked up. The warehouse requisition form (electronic form # 88450) along with the charter school's purchase order should be faxed (596-1588) to the warehouse three business days prior to the Charter School's scheduled delivery day. The charter school is not required to purchase this buyback to order items from the District's warehouse. The procedures required to order items from the warehouse are included in the Other District Services Billed Separately document. The warehouse is open from 6:30 a.m. to 3:30 p.m., Monday through Friday. Warehouse deliveries to the Charter Schools begin two weeks before the start of the District school year and end two weeks after the last day of school. The warehouse is closed for two weeks during winter break and five days for inventory during the last week of June. Charter Schools that do not opt for this service or cannot receive this service due to warehouse staffing restrictions, may still order materials from the warehouse and go to the warehouse to pick orders up directly.

Field Trip Insurance – If the charter school wishes to have field trip insurance, they can contact the District’s carrier to obtain their own policy. There are requirements to maintain field trip information/documentation to ensure coverage. Coverage is \$5,000 per injury, \$25 deductible, subject to change.

Volunteer Services and Community Partnership and Volunteer Insurance – The volunteer services buyback includes a variety of services. For detailed information, please go to the District’s website and choose “Parents & Community,” then “Volunteer Services.” The following is a summarization of the volunteer services you may receive.

- Recruitment of volunteers from the District’s community-wide effort to encourage individuals to contribute to our students’ educational experience, to include the GrandFriends program,
- All District 11 volunteers must be registered as required by board policy and the District's volunteer insurance company. A volunteer management system is available to you for online registration of your volunteers. A registered volunteer is covered up to \$5,000 in medical costs if he/she is injured while performing his/her volunteer tasks. A volunteer working unsupervised with children must submit to an extensive background check which includes fingerprinting, and the cost is paid by the charter school,
- The volunteer management system includes a kiosk for volunteers to check in and log hours. This system has an added feature of also checking in visit of more than 2,500 volunteers who serve as classroom enrichment speakers sharing their travel experience, career expertise, talent or hobby and are available at the teacher's requestors with a real time screening for listing on the sex offenders list.
- The District’s Community Resource Bank is a database of more than 2,500 volunteers who serve as classroom enrichment speakers sharing their travel experience, career expertise, talent or hobby and are available at the teacher's request,
- The SideKicks project matches an individual student’s request for an interview, a job shadow, a tour, or a six-week mentor program with an adult in a career field the student would like to explore,
- Community-school partnerships are developed from community organizations or businesses that choose to become an education partner with the District and we will match the needs of the Charter School with identified assistance from the Charter School partner,

Translators are provided upon teacher request for parent/teacher conferences, IEP staffing, and other communications to our English language learner families.

School to fill-out requested buybacks for the District to provide price estimate.

Buyback Description	Estimated Annual Cost	Election by Charter School
Radio Maintenance and Communications		
Student Attendance, Discipline, and Crime of Violence Hearing Services		
Assessment and Data Management		
Pupil Accounting and Student Records Services		
Special Education Partial Services		
Health Screening		
Intra-District Pony Delivery (one day)		
Substitute Call Services		
Warehouse Delivery		

Attachment 10 - Annual Performance Review (APR) Guide



Colorado Springs
School District 11

Inspire Every Mind.

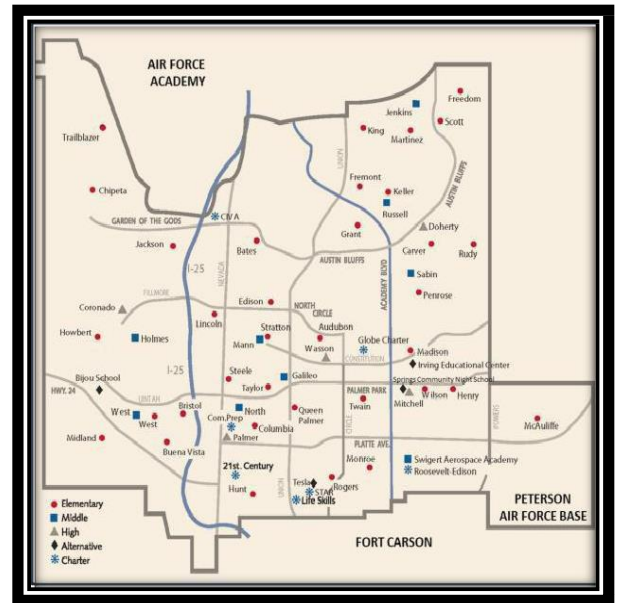
Adopted: May 15, 2013
Revised: May 18, 2020
Effective: July 1, 2020

Colorado Springs School District 11: Framework for the Charter School Annual Performance Review (APR)

Michael Gaal
Superintendent

Consortium Partnership:

Dr. Scott Mendelsberg, Area Superintendent for Charter Schools
Rosa Garcia, Executive Director, Procurement Contracting
Mark Capps, Senior Contract Specialist
Tom Weston, Charter School Liaison
Nadine Garcia, Senior Accountant
Teresa Brown, Academy ACL, Director
Randy Zimmerman, CIVA, Principal
Raj Solanki, Community Prep, Principal
Brandon Monson, GLOBE Charter, Principal
Cassandra Berry, Eastlake High School, Principal
Katherine Boyce, Roosevelt Charter Academy, Principal
Saadia Dumas, James Irwin ES at Howard, Principal



Education Insights:

David Khaliqi, Ph.D., Chief of Strategy and Data Acquisition

“Greater Autonomy in Exchange for Greater Accountability”

Mission Statement:

To provide charter schools with timely and responsive support, to facilitate innovation and collaboration between charter and traditional systems, and dare to empower the whole student to profoundly impact our world.

Developed in Collaboration with the D11 Consortium Partnership for Charter Schools

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Foreword

As a charter school authorizer, School District 11 has the responsibility to evaluate the quality of its charter school plans, operations, and student achievement on an ongoing basis. In the NACSA (National Association of Charter School Authorizers) standards adopted by the State Board of Education, annual feedback is identified as a high leverage, best practice to ensure effective communication and oversight between authorizer and school. As an authorizer, we commit to providing each charter school in our district qualitative feedback on their performance each year.

The purpose of the Annual Performance Review (APR) is to summarize the charter school's cumulative performance and compliance data. The goal of the APR is to present each school with data findings and summary considerations. The annual review should provide guidance and direction for the charter school throughout the term of its contract and give school leaders a clear idea of the school's progress in preparation for renewal consideration. The underlying accountability premise guiding the framework consists of performance indicators, measures, targets, sources, weights, and ratings (see Tables 1 and 7). The APR also may alert D11 administration and its board of issues of concern in the management or performance of its charter schools.

Schools may respond to their feedback in writing and/or, in the case of borderline cases, schools may request special consideration with the submission of additional bodies of evidence for inclusion in the final determination of the performance status and/or recommendation for renewal. This annual performance review feedback report and the school's response become the running record of performance that is used to make decisions regarding renewal.

The D11 Charter School Annual Performance Review (APR)

A. Overall Rating: Overall School Performance on the APR

The following scale determines the overall APR school performance evaluation. Color coding and associated definitions providing quick visual representation of performance is embedded in the APR. For each indicator, schools will receive a rating of green, yellow, orange or red (see Table 1). An overall score of 80% or greater can receive a “blue” or exceeds.

Anytime a charter earns 90% or better on their overall school performance rating their contract will be presented to the Board of Education for consideration of a one-year extension; per CDE procedures, charter contract extensions must be approved by Board resolution. A charter must submit a renewal application at least every 10 years, therefore extended contracts will not exceed 10 total contract years.

Charter schools shall submit all data to the Charter School Liaison no later than Oct 15 annually. The District will finalize and send the draft APR report to the schools by November 15 annually for final review.

Table 1
Overall School Annual Performance Ratings and Associated Definitions

Color Code/ Rating	Definition	Framework Percentage of Points Earned
Exceeds	The authorizer believes the school is exceeding the district standard.	$\geq 90\%$
Meets	The authorizer believes the school is achieving the district standard.	$\geq 70\% - < 90\%$
Approaching	The authorizer is concerned about performance in the evaluated area, which is not meeting district standard and will be watched closely in the next year.	$\geq 60\% - < 70\%$
Improvement	The authorizer has concerns about performance in the evaluated area, which is low. Adequate improvement must be made in the coming school year. A meeting will be set where adequate progress is clearly defined and monitored.	$\geq 50\% - < 60\%$
Does not meet	The authorizer has serious concerns about the area being evaluated, which may be addressed through non-renewal, revocation, or probation. If a probationary status is imposed then a meeting will be set where adequate progress is clearly defined in writing and a monthly dashboard meeting will be established for monitoring purposes.	$< 50\%$

B. Indicators: Assigned Weights to the Performance Indicators on the APR

The following scale shows the assigned weights to each of the performance indicators.

<u>Indicators</u>	<u>Weight Assigned</u>
Academic Achievement	40
Finance*	30
Governance**	15
Operations***	15

*The Finance performance indicator contains nine (9) business rules that if violated will automatically assess an overall school performance rating of “Does not meet.” Immediate action must be taken to remedy the violation. The District may address non-compliance through non-renewal, revocation, or probation processes.

** The Governance performance indicator would include three (3) business rules that if violated would automatically assess an overall school performance rating of “Does not meet.” Immediate action must be taken to remedy the violation. The District may address non-compliance through non-renewal, revocation, or probation processes.

*** The Operations performance indicator would contain nine (3) business rules that if violated will automatically assess an overall school performance rating of “Does not meet.” Immediate action must be taken to remedy the violation. The District may address non-compliance through non-renewal, revocation, or probation processes.

That each indicator of the APR is critically important to the success of the charter school. Realizing that each is also linked to each other, and charters can only operate at the highest levels if they successfully integrate each: Academic Achievement, Finance, Governance and Operations.



C. Measures: Points Earned for Measures on the APR

The following scale determines the points earned for each performance measure attained.

<u>Performance Attained on Measures</u>	<u>Points Earned</u>
Meets	4
Approaching	3
Improvement *	2
Does not meet *	1
Does not meet-initiate action*, **	0

* Any point earned that is 2 or lower, requires a comment in the comments section of the APR

**Only applicable on or to financial, governance, and operations business rules in the corresponding indicator of the APR.

Indicator: Academic Performance and Accreditation Status

A. Measure: School Performance Framework (SPF).

- a. The state school performance framework provides a snapshot of the school's level of attainment on academic achievement, growth, growth gaps, and/or postsecondary readiness (for high schools only). The evaluation of the overall performance on each of these indicators leads to an assignment of the type of improvement plan a school will implement and an accreditation designation at the district level.
- b. The following scale determines the performance measure status earned for traditional and Alternative Education Campuses (AEC) charter schools on the school performance framework.

<u>Performance Attained on Measure</u>	<u>SPF Plan Type*</u>
Meets	Performance
Approaching	Improvement
Improvement	Priority Improvement
Does not meet	Turnaround

*These cut scores are reflective of the existing SPF and are subject to change pending outcome of the redesign of the SPF. The redesigned SPFs are forthcoming.

- c. Equation:
 - i. Traditional Charter Schools: A performance rating of “Meets” on academic achievement, growth, and post-secondary workforce readiness (high school only).
 - ii. AEC Charter Schools: A performance rating of “Meets” on academic achievement, growth, student engagement, and post-secondary workforce readiness (high school only).
- d. Exceptions from both the numerator and denominator: None.
- e. Source: SPFs, Colorado Department of Education (CDE).
- f. Responsibility: District receives, processes, and distributes SPFs.
- g. Current Users: BOE, District, Charters.
- h. Future Expectations/Implications: None.

B. Measure: District Accreditation Status.

- a. The D11 Board of Education (BOE) approves the accreditation status for each school in the District. The evaluation of the overall performance as reported on the SPF and other bodies of evidence leads to a designation status.
- b. The following scale determines the performance measure status earned for the D11 assigned accreditation status.

<u>Performance Attained on Measure</u>	<u>D11 Accreditation Status</u>
Meets	Distinction and Performance or Performance
Approaching	Improvement
Improvement	Priority Improvement
Does not meet	Turnaround

- c. Equation: N/A.
- d. Exceptions from both the numerator and denominator: N/A.

- e. Source: SPFs and other bodies of evidence.
- f. Responsibility: The District Accountability Committee for Accreditation and BOE.
- g. Current Users: BOE, District, Charters.
- h. Future Expectations/Implications: None.

C. New Charter Schools.

In the event a new charter school is in its first or second year, the following rule is applicable.

- a. A charter school in its first and/or second year will receive an academic rating based on the results of the assessments used per their contract details (e.g. DIBELS, benchmark assessments, etc.). Their assessment results will lead to a rating determined through a cooperative effort of the District's educational data and charter team.

<u>Performance Attained on Measure</u>	<u>D11 SPF/Accreditation Status</u>
Meets	
Approaching Improvement	To be determined based on review of available data.
Does not meet	

- b. Equation: N/A.
- c. Exceptions from both the numerator and denominator: N/A.
- d. Source: SPFs and other bodies of evidence.
- e. Responsibility: Educational Data and Support Services, charter team, District Accountability Committee for Accreditation and BOE.
- f. Current Users: BOE, District, Charters.
- g. Future Expectations/Implications: In the first year there may be such limited data available at the time of the Annual Performance Review, a rating of "Hold Harmless" may be most appropriate.

Indicator: Financial Accountability

A. Measure: Current Ratio.

- a. This ratio looks at the school's ability to pay off short term liabilities with its current assets, those short-term liabilities due within the following school year.
- b. Post financial transparency that meets CDE guidelines on school webpage by August 31 annually.
- c. The following scale determines the performance measure status earned for compliance of the current ratio.

<u>Performance Attained on Measure</u>	<u>Percent Ranges</u>
Meets	$\geq 1.3\%$
Approaching	$\geq 1.2\% - < 1.3\%$
Improvement	$\geq 1.0\% - < 1.2\%$
Does not meet	$= 1.0\%$

Note: If the current ratio is less than 1.0, then the finance business rule addressing current ratio is in effect.

- d. Equation:
 - i. Numerator: Current Assets.
 - ii. Denominator: Current Liabilities.
- e. Exceptions from both the numerator and denominator: N/A.
- f. Source: Charters' Audited Financial Statements.
- g. Responsibility: Charters provide district with financial statements for review and disposition.
- h. Current Users: BOE, District, Charters.
- i. Future Expectations/Implications: Non-renewal, revocation, or probation.

B. Measure: Operating Reserve Ratio.

- a. This ratio serves a dynamic role as a means of using unrestricted net assets in emergencies to sustain financial operations in the unanticipated event of significant unbudgeted increases in operating expenses and/or losses in operating revenues. The school board approved Reserves Policy establishes a minimum Operating Reserve Ratio.
- b. The following scale determines the performance measure status earned for compliance of the negative operating reserve ratio.

<u>Performance Attained on Measure</u>	<u>Percent Ranges</u>
Meets	$\geq 0.5^*$
Approaching	$\geq 0.3 - < 0.5$
Improvement	$\geq 0.0 - < 0.3$
Does not meet	$= 0.0$

*An ORR of 0.0192 (1/52, or week) equates to one week of reserves to cover current expenditures. Therefore, a ratio of 0.5 equates to 26 weeks of reserves to cover current expenditures. If the ORR ratio is less than 0.0, then the finance business rule addressing negative ORR is in effect.

- c. Equation
 - i. Numerator: Fund Balance, ending.
 - ii. Denominator: Annual Expenditures, ending balance.
- d. Exceptions from both the numerator and denominator: None.
- e. Source: Charters' Audited Financial Statements.
- f. Responsibility: Charters provide district with financial statements for review and disposition.
- g. Current Users: BOE, District, Charters.
- h. Future Expectations/Implications: Non-renewal, revocation, or probation.

C. Measure: Annual Net Income.

- a. This measure looks at the relationship between revenues, expenses, depreciation, interest, and other expenses. It serves as a measure of the school's profitability and financial viability. The figures to make this calculation are found on the income statement.
- b. The following scale determines the performance measure status earned for complying in the annual net income measure.

<u>Performance Attained on Measure</u>	<u>Percent Ranges</u>
Meets	≥ \$25,000
Approaching	≥ \$0 - < \$25,000
Improvement	≥ -\$25,000 - < \$0
Does not meet	< -\$25,000

- c. Equation: Current year revenues – current year expenditures.
- d. Source: Charters' Audited Financial Statements, note section.
- e. Responsibility: Charters provide district with financial statements for review and disposition.
- f. Current Users: BOE, District, Charters.
- g. Future Expectations/Implications: Non-renewal, revocation, or probation.

D. Measure: Submission of Audit and CDE 3 Transmittal File.

- a. August 15th- Draft audit and the final transmittal file are due. The District can then begin verifying the governmental section against your transmittal file at this time. The amounts in the governmental section should not change between the draft and the final version.

Aug 31-Final audit with PERA liability information is due.

Please note, these deadlines are exclusive and must be met to meet the requirement on your APR score. If either are missed, including bad information on the transmittal file, financial APR score will be affected.

- The transmittal file must include the District's summary of GL balances from the District's accounts. These accounts must be equal to zero when combined.
- The transmittal data must tie to the audit, which is a key factor in CDE and State Auditor's review.
- Each school is responsible for not only meeting the deadlines with respect to the audit but is also responsible for submitting accurate and correct data.

- b. The following scale determines the performance measure status earned for compliance in the submission of both the audit and CDE 3 transmittal file.
- 1=Missed deadline for submission
 - 2=Information submitted on time, but the audit contains multiple errors based on high-level review, and the information needs to be resubmitted with corrections within 5 days.
 - 3=Information submitted on time, but contains a single error based on high level review and can be quickly corrected and resubmitted within 3 days.
 - 4=Information submitted on time and all information was correct and accurate

The scoring/evaluation of the audit submission will follow the guidelines below:

- Failure to submit by the deadline may be considered a material breach of contract and will result in a “1” Rating on the APR.
 - Failure to submit data that accurately ties to the audit may be considered a material breach of contract and will result in a “1” Rating on the APR.
 - Failure to provide correct data may be considered a material breach of contract and will result in a “1” Rating on the APR.
- If the submission is timely but the data is unacceptable (due to multiple errors that can be corrected, the District may assign a “2” Rating on the APR. The District may notify the charter school’s auditors for corrective action and resubmission.
- If the submission was timely but the data contained a single error or very minor correctable errors, the District may assign a “3” rating on the APR once the corrections are made by the stated deadline, and the corrections are deemed acceptable to the Finance Office.
- A timely submission, without errors will result in a “4” rating.
 - Criteria for an acceptable submission
 - Meets the deadline
 - The format and the data have no errors
 - The final trail balance amount for Revenue, Expenses, Assets and Liabilities must match the total in the Governmental Fund Statements.

This addendum to the APR is intended to ensure more timely and accurate compliance with respect to submission of the audit. It is our hope that adherence to these guidelines will ensure that the annual audit submissions from all District 11 charter schools will be accurate and timely.

- c. Equation: N/A.
- d. Source: Charters’ Audited Financial Statements, note section.
- e. Responsibility: Charters submit to the district in accordance with the established deadline.
- f. Current Users: BOE, District, Charters.
- g. Future Expectations/Implications: None.

E. Measure: Finance Business Rules.

Significance: Financial rules have been established and embedded into the APR as internal controls to prevent, detect, and allow for timely resolution of financial deficiencies. There are a total of nine (9) rules where if one or more is cited as “Does not meet-initiate action” it automatically triggers action to be taken for resolution of the financial deficiency in the form of non-renewal, revocation, or probation and a “Does not meet” status to the overall school performance is rendered on the APR for the year in question. The performance scale for each of the measures is twofold: it either meets or does not meet the measure.

a. Rule: “Going Concern” Opinion from the Auditors.

- i. This measure cites a particular type of audit opinion by the auditors providing assurance services over financial statements. Auditors issue a “going concern opinion” when the school’s financial condition is such that doubt is raised as to the school’s ability to continue as a going concern.
- ii. The following scale determines the performance measure status earned for compliance of the current ratio.

Performance Attained on Measure

Meets
Does not meet

Measure

No Going Concern
Going Concern

- iii. Equation: N/A.
- iv. Exceptions from both the numerator and denominator: N/A.
- v. Source: Charters’ Audited Financial Statements, note section.
- vi. Responsibility: Charters provide and notify the district of the financial statements and notify district of “going concerns.”
- vii. Current Users: BOE, District, Charters.
- viii. Future Expectations/Implications: Non-renewal, revocation, or probation.

b. Rule: Current Ratio Declining Over Time.

- i. This ratio looks at the school’s ability to pay off short term liabilities with its current assets, those short-term liabilities due within the following school year. A declining ratio indicates declining cash balance.
- ii. The following scale determines the performance measure status earned for compliance of the current ratio.

Performance Attained on Measure

Meets
Does not meet

Measure

no decrease as identified by law
decrease of 25% over one year time period

- iii. Equation:

- a. Numerator: Current Assets calculated for multiple time periods.
- b. Denominator: Current Liabilities calculated for multiple time periods.
- iv. Exceptions from both the numerator and denominator: N/A.
- v. Source: Charters' Audited Financial Statements.
- vi. Responsibility: Charters provide district with financial statements for review and disposition.
- vii. Current Users: BOE, District, Charters.
- viii. Future Expectations/Implications: Non-renewal, revocation, or probation.

c. Rule: Operating Reserve Ratio Declining Over Time.

- i. This ratio serves a dynamic role as a means of using unrestricted net assets in emergencies to sustain financial operations in the unanticipated event of significant unbudgeted increases in operating expenses and/or losses in operating revenues. The school board approved Reserves Policy establishes a minimum Operating Reserve Ratio. A declining ratio over time indicates a weakening of fund balance reserves.
- ii. The following scale determines the performance measure status earned for compliance of the negative operating reserve ratio.

Performance Attained on Measure

Meets

Does not meet

Measure

no decrease as identifiable by law

decrease of _25% over one-year time period

- iii. Equation
 - a. Numerator: Fund Balance, ending. Calculated for multiple time periods.
 - b. Denominator: Annual Expenditures, ending balance. Calculated for multiple time periods.
- iv. Exceptions from both the numerator and denominator: None.
- v. Source: Charters' Audited Financial Statements.
- vi. Responsibility: Charters provide district with financial statements for review and disposition.
- vii. Current Users: BOE, District, Charters.
- viii. Future Expectations/Implications: Non-renewal, revocation, or probation.

d. Rule: A Positive Deficit Fund Balance Ratio (not including PERA).

- i. This measure monitors fund balance from the perspective of the underlying resources within fund balance, inclusive of fund constraints on how resources can be spent and the sources of those constraints. Because a positive assigned fund balance cannot be reported with a negative unassigned fund balance and a negative unassigned fund balance can only be presented if the total fund balance is negative, a record adjustment is used to allocate the unassigned fund balance to the assigned fund balance. Typically, the transaction processes are reflected on the fiscal end of year fund balances. A positive negative fund balance indicates the assigned fund balance is insufficient to absorb the entire negative fund balance.
- ii. The following scale determines the performance measure status earned for compliance in a positive deficit fund balance ratio.

Performance Attained on Measure

Meets
Does not meet

Measure

Positive Fund Balance, ending
Positive Deficit Fund Balance, ending

- iii. Equations:
- iv. Numerator: Deficit Fund Balance.
- v. Denominator: Revenues, ending balance.
- vi. Exceptions from both the numerator and denominator: PERA.
- vii. Source: Charters' Audited Financial Statements.
- viii. Responsibility: Charters provide district with financial statements for review and disposition.
- ix. Current Users: BOE, District, Charters.
- x. Future Expectations/Implications: Non-renewal, revocation, or probation.

e. Rule: Material Weakness Finding on Annual Audit.

- i. This measure occurs when one or more of the school's internal financial controls set in place to prevent significant financial statement irregularities does not allow management to prevent, detect or correct misstatements on a timely basis, the controls are deemed to be ineffective. When a deficiency in an internal control is understood to be of material weakness, it could lead to a material misstatement in the school financial statements.
- ii. The following scale determines the performance measure status earned for compliance in material weakness finding on the annual audit.

Performance Attained on Measure

Meets
Does not meet

Measure

No material weaknesses
One or more material weaknesses

- iii. Equation: N/A.
- iv. Exceptions from both the numerator and denominator: N/A.
- v. Source: Charters' Audited Financial Statements, note section.
- vi. Responsibility: Charters provide district with financial statements for review and disposition.
- vii. Current Users: BOE, District, Charters.
- viii. Future Expectations/Implications: Non-renewal, revocation, or probation.

f. Rule: Failure to timely file IRS Form 990 Tax Return

- i. This measure occurs when the Charter school fails to timely file its IRS Form 990 tax return in accordance with IRS deadlines.
- ii. The following scale determines the performance measure status earned for compliance for timely filing of the non-profit tax return.

Performance Attained on Measure

Meets
Does not meet

Measure

Filing by IRS deadline
Late or no filing by IRS deadline

- iii. Equation: N/A
- iv. Exceptions from both the numerator or denominator: N/A
- v. Source: Proof of IRS filing by deadline.
- vi. Responsibility: Charters provide district with evidence of timely filing.

- vii. Current Users: BOE, District, Charters.
- viii. Future Expectations/Implications: Non-renewal, revocation, or probation.

g. Rule: Filing of Chapter 7 or 11 Bankruptcy.

- i. Chapter 7 is a liquidation bankruptcy, commonly known as straight bankruptcy because the debtor comes out without any future obligations on discharged debts (non-exempt assets). Chapter 11 is preferably used by schools to reorganize their debts and continue operating since most schools cannot file under Chapter 13 reorganization. Essentially, bankruptcy occurs when a school owes more than it can afford to pay and there is no relief in sight.
- ii. The following scale determines the performance measure status earned for compliance in filing of Chapter 7 or Chapter 11 bankruptcy.

<u>Performance Attained on Measure</u>	<u>Measure</u>
Meets	No Chapter filings
Does not meet	Chapter filing

- iii. Equation: N/A.
- iv. Exceptions from both the numerator and denominator: N/A.
- v. Source: Charters' Audited Financial Statements, note section.
- vi. Responsibility: Charters provide district with financial statements for review and disposition.
- vii. Current Users: BOE, District, Charters.
- viii. Future Expectations/Implications: Non-renewal, revocation, or probation.

h. Rule: Notifications from Regulatory Agencies on Failure to Pay Taxes.

- i. This measure monitors when a school fails to make its tax payments and the regulatory agencies have responded by sending notice to the school informing it of what is owed. Schools that fail to make payment by the prescribed deadlines are subject to unfavorable consequences (i.e., forced to shut down the school, bankruptcy, etc.).
- ii. The following scale determines the performance measure status earned for compliance in notifications from regulatory agencies on failure to pay taxes.

<u>Performance Attained on Measure</u>	<u>Measure</u>
Meets	No Notices of Failure to Pay Taxes
Does not meet	Notices of Failure to Pay Taxes

- iii. Equation: N/A.
- iv. Exceptions from both the numerator and denominator: N/A.
- v. Source: Charters' Audited Financial Statements, note section.
- vi. Responsibility: Charters provide district with financial statements for review and disposition.
- vii. Current Users: BOE, District, Charters.
- viii. Future Expectations/Implications: Non-renewal, revocation, or probation.

i. Rule: Notifications from Vendors of Late Payment in Excess of 120 Days.

- i. This measure monitors a school as a deterrence to prevent payment delays as prescribed by statute, regulations, and/or contract. Here, the school is responsible

for entitlement determination and payment to all vendors that have provided goods or services to the school. Schools that fail to make restitution within the allotted time are subject to unfavorable consequences (i.e., payment for interest on invoices in accordance with applicable statute and/or contract, stoppage of goods and services, credit ratings, etc.) in addition to the consequences of not making full restitution.

- ii. The following determines the performance measure status earned for compliance in notifications from vendors on failure to late payments.

<u>Performance Attained on Measure</u>	<u>Measure</u>
Meets	No Notices of Late Payment to Vendors
Does not meet	Notices of Late Payment to Vendors

- iii. Equation: N/A.
- iv. Exceptions from both the numerator and denominator: N/A.
- v. Source: Charters' Audited Financial Statements, note section.
- vi. Responsibility: Charters provide district with financial statements for review and disposition.
- vii. Current Users: BOE, District, Charters.
- viii. Future Expectations/Implications: Non-renewal, revocation, or probation.

j. **Rule: Legal Judgments from Lawsuits/Litigation.**

- i. This measure monitors legal judgement from lawsuits/litigation against a school. The mere nature of a judgment recognizes that the school is liable and subject to pay monetary damages to a second party. Instances where a monetary judgment has been rendered often create havoc within the school system in that there may be situations of refusal to pay or default leading to additional steps incurring further expenses to collect on that judgement.
- ii. The following scale determines the performance measure status earned for compliance in legal judgments from lawsuits and or litigation.

<u>Performance Attained on Measure</u>	<u>Measure</u>
Meets	No legal judgments from Lawsuits/litigation.
Does not meet	Legal judgments from Lawsuits/litigation.

- iii. Equation: N/A.
- iv. Exceptions from both the numerator and denominator: N/A.
- v. Source: Charters' Audited Financial Statements, note section.
- vi. Responsibility: Charters provide district with financial statements for review and disposition.
- vii. Current Users: BOE, District, Charters.
- viii. Future Expectations/Implications: Non-renewal, revocation, or probation.

Indicator: Governance

B. Measure: Special Needs (SPED) Services.

- a. Schools must ensure that its educational program is in complete compliance with all federal, state, and local statutes and regulations when providing educational services to students with disabilities. If there are no students requiring special needs services and the school has a plan to address compliance, the school meets this requirement.
- b. The following scale determines the performance measure status earned for compliance in special needs educational services.

<u>Performance Attained on Measure</u>	<u>Percent Ranges</u>
Meets	= 100%
Approaching	≥ 95% - < 100%
Improvement	≥ 90% - < 95%
Does not meet	< 90%

- c. Equation
 - i. Numerator: The number of compliances as measured by federal, state, and local observations.
 - ii. Denominator: The number of compliances plus the number of non-compliances as measured by federal, state, and local observations.
- d. Exceptions from both the numerator and denominator: None.
- e. Source: District and Charter records; local, state and federal reports.
- f. Responsibility: District and Charters monitor, collaboratively.
- g. Current Users: BOE, District, Charters.
- h. Future Expectations/Implications: None.

C. Measure: Health and Safety in the School.

- a. Schools must ensure that its health and safety program is in complete compliance with all federal, state, and local statutes and regulations in the school when providing educational services to students. As such, the school must maintain and sustain a health and safety policy and procedure document to establish and maintain, in so far as is reasonably practicable, a safe and healthy environment throughout the school.
- b. The following scale determines the performance measure status earned for compliance in health and safety in the school.

<u>Performance Attained on Measure</u>	<u>Percent Ranges</u>
Meets	= 100%
Approaching	≥ 95% - < 100%
Improvement	≥ 90% - < 95%
Does not meet	< 90%

- c. Equation
 - i. Numerator: The number of major compliances as measured by federal, state, and local observations.

- ii. Denominator: The number of major compliances plus the number of major non-compliances as measured by federal, state, and local observations.
- d. Exceptions from both the numerator and denominator: None.
- e. Source: District and Charter data records; local, state and federal reports.
- f. Responsibility: School District and Charters monitors, collaboratively.
- g. Current Users: BOE, District, Charters.
- h. Future Expectations/Implications: None.

D. Measure: Contractual Obligations.

- a. The school shall abide by all requirements of the current contract with the school district, as well as federal, state, and local laws applicable to the operation of the school. Implementation action of a change to the current contract shall not be implemented until representatives of both parties, the school and district, have a signed modification and/or notification.
- b. The following scale determines the performance measure status earned for compliance in contractual obligations.

<u>Performance Attained on Measure</u>	<u>Percent Ranges</u>
Meets	= 100%
Approaching	≥ 95% - <100%
Improvement	≥ 90% - < 95%
Does not meet	< 90%

- c. Equation
 - i. Numerator: The number of compliances as measured by federal, state, and local obligations.
 - ii. Denominator: The number of observed compliances plus the number of observed and unmodified or uncorrected non-compliances as measured by federal, state, and local obligations.
- d. Exceptions from both the numerator and denominator: As modified during the term of the contract by mutual agreement in writing executed by both parties, the District and the School.
- e. Source: District and Charter records; local, state and federal reports.
- f. Responsibility: District and Charters monitor, collaboratively.
- g. Current Users: BOE, District, Charters.
- h. Future Expectations/Implications: None.

E. Measure: Other Reporting Obligations.

- a. The school shall meet the timely submission of reports to the District and all other legal or contractual reporting requirements contained in the charter contract/ agreement that are not otherwise explicitly stated therein.
- b. The following scale determines the performance measure status earned for compliance with other reporting obligations.

<u>Performance Attained on Measure</u>	<u>Percent Ranges</u>
Meets	= 100%
Approaching	≥ 95% - < 100%
Improvement	≥ 90% - < 95%
Does not meet	< 90%

c. Equation

- i. Numerator: The number of compliances, as submitted on or before due dates, as measured by observations.
- ii. Denominator: The number of observed compliances, as submitted on or before due dates, plus the number of observed non-compliances, as submitted after due dates, as measured by observations.
- d. Exceptions from both the numerator and denominator: None.
- e. Source: District and Charter records; local, state and federal reports.
- f. Responsibility: District and Charters, collaboratively.
- g. Current Users: BOE, District, Charters.
- h. Future Expectations/Implications: None.

F. Measure: Governance Business Rules.

Significance: APR Governance rules serve as internal controls to allow for timely resolution of governance deficiencies. There are a total of three (3) rules where if one or more is cited as “Does not meet-initiate action” it automatically triggers action to be taken for resolution of the governance deficiency in the form of non-renewal, revocation, or probation and a “Does not meet” status to the overall school performance is rendered on the APR for the year in question. The performance scale for each of the measures is twofold: it either meets or does not meet the measure.

a. Rule: Contractual Obligations

- i. This measure cites specific deadlines reflected in the contract, that if not met impact the District in an unfavorable manner. The below listed deadlines are of significant importance and need to be accurate and submitted in a timely manner.
 - (a) October 1 count submission to CDE
 - (b) December 1 special education count submission
- ii. The following scale determines the performance measure status earned.

<u>Performance Attained on Measure</u>	<u>Measure</u>
Meets	No Contractual Violations
Does not meet	Contractual Violations

- iii. Equation: N/A.
- iv. Exceptions from both the numerator and denominator: N/A.
- v. Source: Charters’ Contract
- vi. Responsibility: Charters
- vii. Current Users: BOE, District, Charters.
- viii. Future Expectations/Implications: Non-renewal, revocation, or probation.

b. Rule: Special Education Services

- i. This measure cites specific criteria that must be met with respect to delivering Special Education Services to students and criteria that must be in place with respect to Special Education staff.

Specific Required Criteria that must be met:

- a. All Special Education staff must hold current licensure/degrees/ certificates as required by CDE to work with Special Education students
- b. The School's IEP Review Team must meet criteria articulated in CDE's IEP Procedural Guidance Publication from the Exceptional Student Services Unit Technical Assistance, including, but not limited to:
 - The Special Education Process
 - Completing the Individualized Education Program Form
 - Determination of Eligibility Forms
 - Prior Written Notice Forms
 - Other IEP Related Forms
 - Guidance Documents
- c. Evidence that all IEP and 504 Plans are reviewed and updated as outlined in each student' plans

Note: The school is responsible for following ALL guidance contained in the Procedural Guidance Publication

- i. The following scale determines the performance measure status earned.

Performance Attained on Measure

Meets

Does not meet

Measure

Meets ALL Criteria/Procedures

Failure to meet ALL Criteria/Procedures

- ii. Equation: N/A.
- iii. Exceptions from both the numerator and denominator: N/A.
- iv. Source: Federal Law and The Procedural Guidance Publication which is available from the District upon request.
- v. Responsibility: Charter is required to comply with all federal, state, and local laws pertaining to Special Education services.
- vi. Current Users: BOE, District, Charters.
- vii. Future Expectations/Implications: Non-renewal, revocation, or probation.

c. Rule: Board Operations

- i. This measure cites Board Operations in Governance of the School, Finance, and relations with Community, Faculty, Staff and Administration

Specific Required Criteria that must be met:

- (a) Evidence that the Board of Directors follows all Sunshine Laws identified by Colorado Revised Statutes (CRS Title 24 Article 6:) Colorado Sunshine Law Part 4 Open Meetings Law:
 - (CRS 24-6-401—24-46.3-302), including appropriate use of Regular Meetings and Executive Sessions as defined by Colorado Revised Statutes (22-32-108) (CRS 24-6-402(2) (d5 (II) (A)

- (b) Evidence that the Board of Directors follows Colorado Open Records (CRS 24-72-204)
- (c) Evidence that Notice of Board Meetings are posted physically and appear on the school's website prior to each meeting
- (d) Evidence that all meetings are recorded and that the minutes of each meeting are public
- (e) Board provides to the District and shows evidence of following a Conflict of Interest Policy to include (but not limited to)
 - (1) Evidence that all Board members serve voluntarily
 - (2) Evidence that no Board members are employed in any capacity by the school
 - (3) Evidence that no Board member has business ties to the school
- (f) Evidence that the Board reviews monthly and quarterly financial statements and takes action to ensure financial viability (See Finance section for other specific Finance rules)
- (g) Evidence of positive relations between the Board and the school community, faculty, staff and administration
- (h) Evidence of policies in place to ensure an accurate enrollment count each year for every count mandated by the State of Colorado
- (i) Evidence of a Lease Agreement (if applicable) that ensures financial viability (See Finance section for other specific Finance rules)
- (j) Evidence of regular Board member trainings
- (k) Evidence of following all Department of Labor rules for classifying employees
- (l) No evidence of Malfeasance in Finance, Conflict of Interest, Business Operations, Board member conduct
- (m) Evidence that the Board engaged an appropriate entity to conduct a comprehensive annual audit (See Finance for specific with respect to audit)

ii. The following scale determines the performance measure status earned.

<u>Performance Attained on Measure</u>	<u>Measure</u>
Meets	Evidence of ALL Criteria Followed
Does not meet	Failure to meet ALL Criteria

- iii. Equation: N/A.
- iv. Exceptions from both the numerator and denominator: N/A.
- v. Source: Federal Law and The Procedural Guidance Publication which is available from the District upon request.
- vi. Responsibility: Charter is required to comply with all federal, state, and local laws pertaining to Special Education services.
- vii. Current Users: BOE, District, Charters.
- viii. Future Expectations/Implications: Non-renewal, revocation, or probation.

Indicator: Operations

A. Measure: Attendance, Traditional Charter Schools.*

- a. This measure reports the average attendance for the school year. It measures the aggregate numbers of whole and partial days the students have attended school for the current school year.
- b. The following scale determines the performance measure status earned for attendance in the traditional charter school.

<u>Performance Attained on Measure</u>	<u>Percent Ranges</u>
Meets	≥ 95% - 100%
Approaching	≥ 85% - < 95%
Improvement	≥ 75% - < 85%
Does not meet	< 75%

- c. Equation:
 - i. Numerator: Total student days attended.
 - ii. Denominator: Total student days possible, computed as total days attended + total student days excused absence + total student days' unexcused absence.
- d. Exceptions from both the numerator and denominator: None.
- e. Source: CDE Flat Files.
- f. Responsibility: District draws statistics from CDE.
- g. Current Users: BOE, District, Charters.
- h. Future Expectations/Implications: None.

B. Measure: Truancy, Traditional Charter Schools.*

- a. This measure reports the percent of students with unexcused absences (days) as truant out of the total student days possible.
- b. The following scale determines the performance measure status earned for truancy in the traditional charter schools.

<u>Performance Attained on Measure</u>	<u>Percent Ranges</u>
Meets	≤ 5%
Approaching	> 5% - ≤ 10%
Improvement	> 10% - ≤ 15%
Does not meet	> 15%

- c. Equation:
 - i. Numerator: Total student days unexcused.
 - ii. Denominator: Total student days possible.
- d. Exceptions from both the numerator and denominator: None.
- e. Source: CDE Flat Files.
- f. Responsibility: District draws statistics from CDE.
- g. Current Users: BOE, District, Charters.
- h. Future Expectations/Implications: None.

*Note: Attendance and truancy calculations are embedded in the AEC SPFs. Therefore, these measures are not separately monitored in the APR for AECs.

C. Measure: Parent Satisfaction Survey.

- a. While not all surveys are valid and reliable, it is important to assess parent satisfaction with the aim of continuous improvement of the school. Parent surveys best guide improvement when high rates are obtained (for example, academic programs, school culture, instruction, leadership, school support services, and parent engagement).
- b. The following scale determines the performance measure status earned for the parent satisfaction survey; parent response must reflect a 40% or higher response rate for traditional charters and 10% or higher for AEC charters.

<u>Performance Attained on Measure</u>	<u>Percent Ranges</u>
Meets	≥ 80% - 100%
Approaching	≥ 70% - < 80%
Improvement	≥ 60% - < 70%
Does not meet	< 60%

- c. Equation
 - i. Numerator: The number of parents reporting satisfaction with the school overall.
 - ii. Denominator: The number of parents who responded to the question of overall satisfaction.
- d. Exceptions from both the numerator and denominator: Those who did not respond.
- e. Source: Charter conducts survey or outsources survey.
- f. Responsibility: Charters provide copy of the survey and survey results to the district, annually by the end of the year.
- g. Current Users: BOE, District, Charters.
- h. Future Expectations/Implications: None.

D. Measure: Staff Satisfaction Survey.

- a. While not all surveys are valid and reliable, it is important to assess staff satisfaction with the aim of continuous improvement of the school. Staff surveys are expected to reflect strong response rates from staff supporting or teaching students at the charter. Survey should assess staff satisfaction on a variety of issue including: academic programs, school culture, instruction, leadership, school support services, and parent engagement.
- b. The following scale determines the performance measure status earned for the staff satisfaction survey; staff response must reflect a 50% or higher response rate:

<u>Performance Attained on Measure</u>	<u>Percent Ranges</u>
Meets	≥ 80% - 100%
Approaching	≥ 70% - < 80%
Improvement	≥ 60% - < 70%
Does not meet	< 60%

- c. Equation
 - i. Numerator: The number of staff who report they are generally satisfied with the work climate at their school.
 - ii. Denominator: The number of staff who responded to the general satisfaction item.
- d. Exceptions from both the numerator and denominator: Non-responders are excluded from both the numerator and the denominator.
- e. Source: Charter conducts survey or outsources survey.
- f. Responsibility: Charters provides copy of survey to the district and survey results, annually at the end of the year.
- g. Current Users: BOE, District, Charters.
- h. Future Expectations/Implications: None.

E. Measure: School Improvement Plans.

- a. This measure addresses the timeliness of submission of the Unified School Improvement Plan (USIP) and quality of goals contained therein.
- b. The following scale determines the performance measure status earned:

Performance Attained on Measure

Ranges

Meets

Annually updated and submitted by established deadlines; USIP written in a manner that aligns to quality criteria and includes rigorous, yet realistic/attainable goals.

Approaching

Belated submission; and/or school does not initially set rigorous, yet realistic/attainable goals or does not substantially follow quality criteria as established by CDE.

Improvement

Misses key and critical USIP deadlines and/or needs substantial support to address quality criteria outlined by CDE and/or goals are not adequately rigorous.

Does not meet

Fails to submit USIP by established deadlines, USIP is not written in a manner to meet quality criteria.

- c. Source: Charter completes USIP.
- d. Responsibility: Charters provide USIP to the District by submittal deadline.
- e. Current Users: BOE, District, Charters.
- f. Future Expectations/Implications: None.

F. Measure: Staff Retention Rate.

- a. This measure assesses staff retention. It is expected that a successful school will have low turnover rates and a stable staff.
- b. The following scale determines the performance measure status earned:

<u>Performance Attained on Measure</u>	<u>Percent Ranges</u>
Meets	≥ 80% - 100%
Approaching	≥ 70% - < 80%
Improvement	≥ 50% - < 70%
Does not meet	< 50%

- c. Equation
 - i. Numerator: The number of FT staff who return to the school in the fall.
 - ii. Denominator: The number of FT staff who worked at the school the prior spring.
- d. Exceptions from the numerator FT staff in new positions; from the denominator there are no exceptions.
- e. Source: Charter conducts provide data.
- f. Responsibility: Charters provide data to the District, annually by the end of September.
- h. Current Users: BOE, District, Charters.
- i. Future Expectations/Implications: None.

G. Measure: Operations Business Rules.

Significance: Operations rules have been established and embedded into the APR as internal controls to prevent, detect, and allow for timely resolution of operations deficiencies. There are a total of two (2) rules where if one or more is cited as “Does not meet-initiate action” it automatically triggers action to be taken for resolution of the governance deficiency in the form of non-renewal, revocation, or probation and a “Does not meet” status to the overall school performance is rendered on the APR for the year in question. The performance scale for each of the measures is twofold: it either meets or does not meet the measure.

a. Rule: Attendance

- i. This measure cites: Accuracy of Daily Attendance and timely entry into the District’s Student Information System as specified in the contract. Evidence of accurate enrollment counts annually for each mandated state count
- ii. The following scale determines the performance measure status earned for compliance of the current ratio.

<u>Performance Attained on Measure</u>	<u>Measure</u>
Meets	Both a timely accurate submission
Does not meet	Late submission and/or errors in daily entries

- iii. Equation: N/A.
- iv. Exceptions from both the numerator and denominator: N/A.
- v. Source: Charters’ daily attendance and truancy as reflected in the District Student Information System.
- vi. Responsibility: Charters are required to provide daily attendance and truancy data in the district student information system
- vii. Current Users: BOE, District, Charters.
- viii. Future Expectations/Implications: Non-renewal, revocation, or probation.

b. Rule: Average Graduation Probability

This measure combines attendance, behavioral, and academic trends to compute a probability of graduation in 4 years. This probability is reported as a percent and utilizes 4-5 measurement points throughout the school year to determine overall trends at the school.

The following scale determines the performance measure status earned

Performance Attained on Measure

Measure

Meets

33% or greater graduation probability

Does not meet

Less than 33% graduation probability

- i. Equation: N/A.
- ii. Exceptions from both the numerator and denominator: N/A.
- iii. Source: Charters' School Improvement Plan.
- iv. Responsibility: Charters provide and notify the district of its School Improvement Plan
- v. Current Users: BOE, District, Charters.
- vi. Future Expectations/Implications: Non-renewal, revocation, or probation.

Reporting the Annual Performance Review (APR)

Annual Performance Review (APRs): APRs will be reported after all performance statistics have been officially released for the year in question. A typical APR will consist of a cover sheet and the actual APR. It should be noted that traditional charter schools and Alternative Education Campus (AEC) charter schools have slightly different APRs (see Tables 2-4).

School Side-by-Side APRs Reporting All Schools: APRs for any given year will be reported showing the performance across all schools. These side-by-side APRs reporting all schools will be maintained by the District (see Table 5).

School Side-by-Side APRs across the Years for each School: Once the contract period matures over time, there may be times when a side-by-side reporting of the APRs across the years for each school may be appropriate. These side-by-side APRs at the school level will be maintained by the District (see Table 6).

The Colorado Springs School District 11 Charter School Annual Performance Review (APR) Framework: The APR framework consists of four performance indicators and 15-17 measures, depending if the school is a traditional or Alternative Education Campus (AEC) charter (see Table 7). New schools may not have as many in their first year or two of operations given the delay in calculation of some measures.

Table 2

Example: Cover Sheet, Annual Performance Review (APR)

Colorado Springs School District 11 Annual Performance Review (APR) Academic School Year 2012-2013			
Charter Type:	EMO: Company Name	Opened:	1996-1997
Name of School:	Sample School	Grades Served:	K-5
	2520 Community Road Colorado Springs, CO 80900 719-258-4978	Current Year:	2012-2013
Principal:	Mr. Don Gruber	Years as Principal:	3
Board Members: Charlie Wake, President Sarah Lee Dorsey, Treasurer Kevin Staples, Secretary Derrick Upcoming, Director Holly Stevens, Director J. C. Steward, Director			
School Calendar Year:	2012-2013		
Total Enrollment¹:	700		
Existing Contract:	July 1, 2009-June 30, 2014	Years Awarded:	5
Renewal Year:	November 1, 2013		
Percent Teachers Highly Qualified², Charter:	100%		
Percent Teachers with Colorado Teaching Licenses²:	100%		
Percent Teachers with Masters or above²:	3%		
Student-to-Teacher Ratio²:	20-1		
Average School Class Size³:	25		
Kindergarten, average class size³:	30		
Elementary, average class size³:	25		
Middle School, average class size³:	0		
Vision Statement:			
Mission Statement:			
Top Accomplishments, Current Year:			
Focus in Future Years:			

Table 3

Example: Annual Performance Review (APR) for a Traditional Charter School

D11 Charter School Framework		Annual Performance Review 2020 (Year 4), Charter School B (Traditional School)								
Performance Indicator	Measure	(1) Does Not Meet (Turnaround)	(2) Improvement (Priority Improvement)	(3) Approaching (Improvement)	(4) Meets (Performance)	Points Earned	WT Total Points Earned	Total Possible Points (weighted)	Perc of Points Earned	Performance Indicator Status
Achievement (40%)	1. School Performance Framework-ES				4	4	40.0	40	100.00%	Exceeds
	2. School Performance Framework-MS				4	4				
	3. School Performance Framework-HS				4	4				
	4. School Performance Framework-K8				4	4				
	5. Accreditation Status				4	4				
	Comments:									
Finance (30%)	1. Current Ratio		2			2	14.3	30	47.50%	Violated Finance Rule, does not meet, initiate action
	2. Operating Reserve Ratio		2			2				
	3. Annual Net Income		2			2				
	4. Submission of Audit/CDE 3 Transmission File		2			2				
	5. Finance Business Rules (internal controls)				0	0				
	Comments: School reported a positive deficit fund balance ratio, not including PERA, violating one or the nine finance business rules (internal controls).									
Governance (15%)	1. Special Needs (SPED) Services				4	4	15.0	15	100.00%	Exceeds
	2. Health and Safety in the School				4	4				
	3. Contractual Obligations				4	4				
	4. Other Reporting Obligations				4	4				
	5. Governance Business Rules (internal controls)									
	Comments:									
Operations (15%)	1. Attendance Rate, Traditional Charter Schools			3		3	13.1	15	87.50%	Meets
	2. Truancy Rate, Traditional Charter Schools				4	4				
	3. Parent Satisfaction Survey			3		3				
	4. Staff Satisfaction Survey			3		3				
	5. School Improvement Plan				4	4				
	6. Staff Retention Rate				4	4				
	7. Operations Business Rules (internal controls)									
	Comments:									
		OVERALL SCHOOL PERFORMANCE					83.38	100	83.38%	Meets
		RECOMMENDATION WITH LARGER BODY OF EVIDENCE CONSIDERED					N/A			

Performance Indicator Scale Score	
Meets:	>= 70% - < 90%
Approaching:	>= 60% - < 70%
Improvement:	>= 50% - < 60%
Does not meet:	< 50%

Overall Scale Score	
Exceeds:	>= 90%
Meets:	>= 70% - < 90%
Approaching:	>= 60% - < 70%
Improvement:	>= 50% - < 60%
Does not meet:	< 50%

Table 4

Example: Annual Performance Review (APR) for an Alternative Education Campus (AEC) Charter School

D11 Charter School Framework		Annual Performance Review 2018 (Year 2), Charter School A (AEC)								
Performance Indicator	Measure	(1) Does Not Meet (Turnaround)	(2) Improvement (Priority Improvement)	(3) Approaching (Improvement)	(4) Meets (Performance)	Points Earned	WT Total Points Earned	Total Possible Points (weighted)	Perc of Points Earned	Performance Indicator Status
Achievement	1. School Performance Framework-ES			3		3	30.0	40	75.00%	Meets
	2. School Performance Framework-MS			3		3				
	3. School Performance Framework-HS			3		3				
	4. School Performance Framework-K8			3		3				
	5. Accreditation Status			3		3				
	Comments:									
Finance	1. Current Ratio				4	4	24.4	30	81.25%	Meets
	2. Operating Reserve Ratio			3		3				
	3. Annual Net Income		2			2				
	4. Submission of Audit/CDE 3 Transmission File				4	4				
	5. Finance Business Rules (internal controls)				4	4				
	Comments:									
Governance	1. Special Needs (SPED) Services			3		3	11.3	15	75.00%	Meets
	2. Health and Safety in the School			3		3				
	3. Contractual Obligations			3		3				
	4. Other Reporting Obligations			3		3				
	5. Governance Business Rules (internal controls)									
	Comments:									
Operations	1. Attendance Rate, Traditional Charter Schools					0	12.2	15	81.25%	Meets
	2. Truancy Rate, Traditional Charter Schools					0				
	3. Parent Satisfaction Survey			3		3				
	4. Staff Satisfaction Survey		2			2				
	5. School Improvement Plan				4	4				
	6. Staff Retention Rate				4	4				
	7. Operations Business Rules (internal controls)									
	Comments:									
			OVERALLSCHOOL PERFORMANCE			77.81	100	77.81%	Meets	
			RECOMMENDATION WITH LARGER BODY OF EVIDENCE CONSIDERED			N/A				

Performance Indicator Scale Score	
Meets:	>= 70% - < 90%
Approaching:	>= 60% - < 70%
Improvement:	>= 50% - < 60%
Does not meet:	< 50%

Overall Scale Score	
Exceeds:	>= 90%
Meets:	>= 70% - < 90%
Approaching:	>= 60% - < 70%
Improvement:	>= 50% - < 60%
Does not meet:	< 50%

Table 5

Example: Side-by-Side Annual Performance Reviews (APR) Reporting All Schools for the Year

D11 Charter School Framework		(Weight) Side-by-Side Annual Performance Reviews (APR), School Year 2016-2017				
ACADEMIC PERFORMANCE	40	Charter School A	Charter School B	Charter School C (AEC)	Charter School D (AEC)	Charter School E
1. School Performance Framework-ES						
2. School Performance Framework-MS						
3. School Performance Framework-HS						
4. School Performance Framework-K8		3	4	3	3	2
5. Accreditation Status		3	4	3	3	2
FINANCIAL ACCOUNTABILITY	30					
1. Current Ratio		4	4	4	4	2
2. Operating Reserve Ratio		4	4	4	3	2
3. Annual Net Income		4	4	4	2	2
4. Submission of Audit/CDE 3 Transmission File		4	4	4	4	2
5. Finance Business Rules (internal controls)						
GOVERNANCE	15					
1. Special Needs (SPED) Services		3	3	4	3	2
2. Health and Safety in the School		3	3	4	3	2
3. Contractual Obligations		3	4	4	3	2
4. Other Reporting Obligations ?		3	4	4	3	2
5. Governance Business Rules (internal controls)						
OPERATIONS	15					
1. Attendance Rate, Traditional Charter Schools		3	3			2
2. Truancy Rate, Traditional Charter Schools		4	4			2
3. Parent Satisfaction Survey		4	3	3	3	1
4. Staff Satisfaction Survey		3	3	3	2	1
5. School Improvement Plan		4	4	4	4	2
6. Staff Retention Rate ?		4	4	4	4	2
7. Operations Business Rules (internal controls)						
OVERALL						
Overall Percentage of Points Earned		85.0%	96.3%	88.1%	77.8%	50.0%
Overall School Performance Rating		Meets	Exceeds	Meets	Meets	Does Not Meet

Performance Indicator Scale Score	
Meets:	4
Approaching:	3
Improvement:	2
Does not meet:	1
Does not meet Financial Rule:	0

Overall School Performance Scale Score	
Exceeds ¹ :	>= 90%
Meets:	>= 70% - < 90%
Approaching:	>= 60% - < 70%
Improvement:	>= 50% - < 60%
Does not meet:	< 50%

¹Although 70% is the target for meeting overall expectations, 90% serves as a means of recognizing schools that exceeded this expectation.

Note: Charter School E reported a positive deficit fund balance ratio (not including PERA), one of the financial internal control rules requiring immediate action (denoted with a zero).

Table 6

Example: Side-by-Side Annual Performance Reviews (APR) Across the Years for a Specific School

D11 Charter School Framework	(Weight)	Charter School B (Traditional) Annual Performance Reviews (APR) 4 Year Side-by-Side (2017-2020)			
ACADEMIC PERFORMANCE	40	2017	2018	2019	2020
1. School Performance Framework-ES					
2. School Performance Framework-MS					
3. School Performance Framework-HS		4	4	3	2
4. School Performance Framework-K8					
5. Accreditation Status		4	4	3	2
FINANCIAL ACCOUNTABILITY	30				
1. Current Ratio		4	4	4	2
2. Operating Reserve Ratio		4	4	4	2
3. Annual Net Income		4	4	4	2
4. Submission of Audit/CDE 3 Transmission File		4	4	4	2
5. Finance Business Rules (internal controls)		4	4	4	0
GOVERNANCE	15				
1. Special Needs (SPED) Services		4	4	4	2
2. Health and Safety in the School		4	4	4	2
3. Contractual Obligations		4	4	4	2
4. Other Reporting Obligations		4	4	4	2
5. Governance Business Rules (internal controls)					
OPERATIONS	15				
1. Attendance Rate, Traditional Charter Schools		3	3	3	2
2. Truancy Rate, Traditional Charter Schools		4	4	4	2
3. Parent Satisfaction Survey		4	4	4	1
4. Staff Satisfaction Survey		3	3	3	1
5. School Improvement Plan		4	4	4	2
6. Staff Retention Rate		4	4	4	1
7. Operations Business Rules (internal controls)					
OVERALL					
Overall Percentage of Points Earned		98.8%	98.8%	88.8%	50.0%
Overall School Performance Rating		Exceeds	Exceeds	Meets	Does Not Meet

Performance Indicator Scale Score	
Meets:	4
Approaching:	3
Improvement:	2
Does not meet:	1
Does not meet Financial Rule:	0

Overall School Performance Scale Score	
Exceeds ¹ :	>= 90%
Meets:	>= 70% - < 90%
Approaching:	>= 60% - < 70%
Improvement:	>= 50% - < 60%
Does not meet:	< 50%

¹Although 70% is the target for meeting overall expectations, 90% serves as a means of recognizing schools that exceeded this expectation.

Note: For school year 2019-2020, the school reported a positive deficit fund balance ratio (not including PERA), one of the financial rules requiring immediate action (denoted with a zero)

Table 7

Framework of Performance Indicators and Associated Information

Performance Indicators	Academic Performance and Accreditation Status		Financial Accountability					Governance					School Operations						
Measures	School Performance Framework ¹	District Accreditation Status	Current Ratio	Operating Reserve Ratio	Annual Net Income	Submission of Audit and CDE Transmission File	Financial Business Rules, Internal Controls	Special Needs Services	Health and Safety In the School	Contractual Obligations	Other Reporting Obligations	Governance Business Rules, Internal Controls	Attendance, Traditional Charter Schools ²	Truancy, Traditional Charter Schools ²	Parent Satisfaction Survey	Staff Satisfaction Survey	School Improvement Plans	Staff Retention	Operations Business Rules, Internal Controls
Metrics	4-point scale	4-point scale	4-point scale	4-point scale	4-point scale	4 or 1 points	4 or 0 points	4-point scale	4-point scale	4-point scale	4-point scale	4 or 0 points	4-point scale	4-point scale	4-point scale	4-point scale	4-point scale	4-point scale	4 or 0 points
Targets	Performance Plan Type	Meets	1.3	0.5	\$25,000	Meets District Prescribed Deadline	Met or not met	100%	100%	100%	100%	Met or not met	95%	< 5.0 %	80%	80%	High quality & timely delivery	80%	Met or not met
Sources	CDE	District	District, Charters	District, Charters	District, Charters	District, Charters	District, Charters	District, Charters	District, Charters	District, Charters	District, Charters	District, Charters	CDE	CDE	Charters	Charters	Charters & District	Charters	District, Charters
Weights	40		30					15					15						

*These cut scores are subject to change as the existing SPFs are undergoing redesign.

¹The school performance framework (SPF) is disaggregated by school level. Charter schools with an Alternative Education Campus (AEC) designation use a state AEC normed SPF distinctly different from the one used for traditional schools.

²Attendance and truancy are reported as separate measures because attendance/truancy for traditional schools is not reported in the traditional SPF.

Attachment 11: Material Program Components

Fundamental Program Components

- Deep commitment to the liberal arts tradition and the foundational idea of learning for its own sake, not as a means to an end.
 - This means that the school resists reductive “college-prep” language and de-emphasizes grades in evaluating student work.
- Single, sequenced curriculum with no tracking and no electives, allowing deep mastery in the sciences, humanities, and arts.
- Pedagogy based in Socratic questioning and, when possible, original texts.
 - Robust Tier 1 Instruction for all students, across grade levels and subject areas, including proactive lesson planning with our students “at the edges”—gifted students, English Language Learners, students with disabilities, students in need of a challenge, students with particular strengths and struggles—in mind.
- Cultural distinctives include:
 - When operationally feasible, single-sex classes in the Upper School
 - Limited technology access by students; phones checked in during the school day
 - Uniforms

Attachment 12: Enrollment Policy.



Enrollment Policy (K-12) **APPROVED October 26, 2023**

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

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

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

1. Thomas MacLaren School will hold a lottery per grade level; in the Upper School (grades 6-12), the lottery will also be by gender. The Board gives the Executive Director the authority to create coed sections in the Upper School if enrollment of one gender is too low to staff one section.
2. Each section is capped at 22 students in Kindergarten, 27 students in grades 1-5, 25 students in grade 6, 23 in grade 7, 21 in grade 8 and 19 in all high school classes. At the discretion of the Executive Director, a class may be oversubscribed under special circumstances.
 - a. Letters of Intent must be submitted no later than two business days before the lottery to be included in the lottery.
 - b. Students entering grades 7-12 must take a grade-placement diagnostic after the lottery. To ensure room for grade placement after the lottery, MacLaren will hold 10 spots per gender lottery (e.g., 10 spots for 7th grade girls). These spots will remain open for two weeks after the day of the lottery. During this time, if the diagnostic shows grade-readiness, e.g., for the 8th grade, that spot is secured. If one grade lower is recommended, the student has secured a spot in the 7th grade.

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- c. MacLaren students take Algebra in the 8th grade. Any student entering into the high school must show evidence of being currently enrolled in an Algebra course or having passed an Algebra course in addition to passing the high school math diagnostic.
3. The lottery begins by filling any open seats left in light of class caps. Anyone who receives an open seat is guaranteed a seat at MacLaren, pending grade-placement. Once open seats are filled, the lottery places students on the waitlist. Priority for lottery and waitlist are listed here:
 - a. Category 1 – Priority enrollment will be given to siblings of currently enrolled MacLaren students, and children of Board members, founding families, and part-time and full-time staff.
 - b. Category 2 – If sections (by grade and, in the Upper School, by gender) remain unfilled after returning students and any Category 1 enrollments, separate lotteries of low-income applicants (by gender in the Upper School) will be held until at least 40% of each section's enrollment is made up of low-income students.
 - c. Category 3 – If sections (by grade and, in the Upper School, by gender) remain unfilled after returning students, and Categories 1 and 2 enrollments, separate lotteries among all applicants (including any low-income students not admitted in the Category 2 lottery) will be held.
4. On the day of the lottery, once all slots are filled, the lottery process will continue to establish the place of remaining students on a waiting list, according to the categories above:
 - a. Any siblings of students who were offered a spot during the lottery will receive preference on the waitlist; this preference ends if a sibling withdraws.
 - b. Students who qualify for free or reduced-price lunch will remain at a Category 2 level until a grade level has reached the desired 40% low-income ratio.
 - c. Lottery for remaining spots will fill out the waitlist.
5. In the two weeks after the lottery, anyone on the waitlist in grades 7-12 will take a grade-placement diagnostic. If a grade level below is required, the equivalent spot on that waitlist will be offered. This diagnostic testing must be finalized within two weeks after the lottery. Grade placement should be finalized within the following two weeks.
6. After the day of the lottery, the waitlist will be adjusted according to the categories listed in #4 above.
 - a. Students seeking enrollment in grades 7-12 after the lottery will take the grade-placement diagnostic to determine which waitlist they enter. Priority on the waitlist will be determined by the date on the Letter of Intent followed by the date of the diagnostic test.
7. Special Education Enrollment: Thomas MacLaren School seeks to provide an excellent education to a diverse body of students, and seeks to honor the letter and the spirit of the Individuals with Disabilities Education Act (IDEA) by offering a Free Appropriate Public

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Education to students in our community. The Letter of Intent does not solicit information about a student's Special Education status.

8. The lottery will be conducted by means of PowerSchool Enrollment, an online system designed to streamline the enrollment process for parents.

MacLaren has the right to continue to accept students up to Student Count day (usually October 1 of each year). To be eligible to enroll up to Count Day, Letters of Intent must be received no later than end-of-day 5 business days before Count Day; this allows for enrollment paperwork and diagnostic testing for students enrolling in grades 7-12 to be completed. Final enrollment must be complete one business day before Count Day, allowing student to attend on Count Day.

While quite rare, MacLaren reserves the right to accept students after this date. Students who applied for enrollment and were placed on a waiting list must re-apply the following year; Letters of Intent do not carry over from year to year.

Addendum: Foreign exchange students

Foreign exchange students are welcome at MacLaren. Their acceptance and placement follow our standard enrollment procedures:

- A Letter of Intent must be filled out; the student will enter the lottery or the waiting list along with all other students seeking a spot at MacLaren.
- As most exchange students use English as a second language, we will give the Reading diagnostic as a baseline, but not an indicator of grade-level placement.
- Exchange students do need to pass the appropriate math diagnostic to be placed in the grade level requested.
- Many exchange programs require American history or civics as a mandatory course; any student needing American history/civics must enroll in the 9th grade (and per policy above cannot be more than one year older than a 9th grader).
- Once an exchange student receives a spot, the course of study can only be what other students in that grade are assigned. MacLaren cannot create alternate schedules to accommodate the needs of the exchange program. MacLaren does not offer tracking; any student wishing to be placed at MacLaren must take the courses offered to all other students in that grade.
- Exchange students must have a J-1 visa.

Attachment 13: Intentionally Deleted

Attachment 14: Articles of Incorporation and Bylaws



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

Document processing fee
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 information or print copies of filed
 documents, visit www.sos.state.co.us
 and select Business Center.

Paper documents must be typewritten or machine printed.

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Incorporation for a Nonprofit Corporation

filed pursuant to §7-90-301, et seq. and §7-122-101 of the Colorado Revised Statutes (C.R.S.)

1. Entity name:

Veritas Academy

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

2. Use of Restricted Words *(if any of these terms are contained in an entity name, true name of an entity, trade name or trademark stated in this document, mark the applicable box):*

- ☐ "bank" or "trust" or any derivative thereof
☐ "credit union" ☐ "savings and loan"
☐ "insurance", "casualty", "mutual", or "surety"

3. Principal office street address:

90 South Cascade Avenue

(Street name and number)

Suite 1100

Colorado Springs

(City)

CO

(State)

80903-1662

(Postal/Zip Code)

United States

(Country – if not US)

(Province – if applicable)

4. Principal office mailing address:
 (if different from above)

(Street name and number or Post Office Box information)

(City)

(State)

(Postal/Zip Code)

(Province – if applicable)

(Country – if not US)

5. Registered agent: (if an individual):

Hall

(Last)

Eric

(First)

V.

(Middle)

(Suffix)

OR (if a business organization):

6. The person appointed as registered agent in the document has consented to being so appointed.

7. Registered agent street address:

90 South Cascade Avenue

(Street name and number)

Suite 1100

Colorado Springs

(City)

CO

(State)

80903-1662

(Postal/Zip Code)

8. Registered agent mailing address:
 (if different from above)

(Street name and number or Post Office Box information)

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

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

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

(mm/dd/yyyy)

10. (Optional) Delayed effective date:

(mm/dd/yyyy)

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

Hall Eric V.

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

OR (if a business organization)

90 South Cascade Avenue

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

Colorado Springs CO 80903-1662

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

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

(if an individual)

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

OR (if a business organization)

(Street name and number or Post Office Box information)

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

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

(if an individual)

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

OR (if a business organization)

(Street name and number or Post Office Box information)

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

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

(If more than three incorporators, mark this box ☐ and include an attachment stating the names and addresses of all incorporators.)

12. The nonprofit corporation is formed under the Colorado Revised Nonprofit Corporation Act.
13. The corporation will ☐ **OR** will not ☒ have voting members.
14. A description of the distribution of assets upon dissolution is attached.
15. Additional information may be included pursuant to §7-122-102, C.R.S. and other organic statutes. If applicable, mark this box ☒ and include an attachment stating the additional information.

Notice:

Causing this document to be delivered to the secretary of state for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the secretary of state, whether or not such individual is named in the document as one who has caused it to be delivered.

16. Name(s) and address(es) of the individual(s) causing the document to be delivered for filing:

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

(The document need not state the true name and address of more than one individual. However, if you wish to state the name and address of any additional individuals causing the document to be delivered for filing, mark this box ☐ and include an attachment stating the name and address of such individuals.)

Disclaimer:

This form, and any related instructions, are not intended to provide legal, business or tax advice, and are offered as a public service without representation or warranty. While this form is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form. Questions should be addressed to the user's attorney.

ARTICLES OF INCORPORATION OF VERITAS ACADEMY

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

ARTICLE 1. NAME AND ADDRESS

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

ARTICLE 2. REGISTERED AGENT AND ADDRESS

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

ARTICLE 3. DURATION

The Corporation shall have perpetual existence.

ARTICLE 4. PURPOSES

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

ARTICLE 5. POWERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 6. NO MEMBERS

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

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

ARTICLE 7. BOARD OF DIRECTORS

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

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

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

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

ARTICLE 8. INDEMNIFICATION

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

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

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

ARTICLE 9. BYLAWS

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

ARTICLE 10. AMENDMENTS

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

ARTICLE 11. DISSOLUTION

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

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

ARTICLE 12. INCORPORATOR

The name and address of the incorporator is:

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

ARTICLE 13. DELIVERY

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

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



Colorado Secretary of State
Date and Time: 11/20/2008 09:02 AM
ID Number: 20071319387
Document number: 20081607725
Amount Paid: \$25.00

Document processing fee
If document is filed on paper \$125.00
If document is filed electronically \$ 25.00
Fees & forms/cover sheets
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documents, visit www.sos.state.co.us
and select Business Center.
Paper documents must be typewritten or machine printed.

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Amendment

filed pursuant to [§7-90-301](#), et seq. and [§7-130-105](#) of the Colorado Revised Statutes (C.R.S.)

ID number 20071319387

1. Entity name Veritas Academy
(If changing the name of the corporation, indicate name BEFORE the name change)

2. New Entity name
(if applicable) Thomas MacLaren State Charter School

3. *(If the following statement applies, adopt the statement by marking the box and include an attachment.)*
☐ Other amendments are attached.

4. If the nonprofit corporation's period
of duration as amended is less than
perpetual, state the date on which the
period of duration expires _____
(mm/dd/yyyy)

OR

If the nonprofit corporation's period of duration as amended is perpetual, mark this box ☒

5. *(Optional)* Delayed effective date _____
(mm/dd/yyyy)

6. Additional information may be included pursuant to other organic statutes such as title 12, C.R.S. If
applicable, mark this box ☐ and include an attachment stating the additional information.

Notice:

Causing this document to be delivered to the secretary of state for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the secretary of state, whether or not such individual is named in the document as one who has caused it to be delivered.

7. Name(s) and address(es) of the individual(s) causing the document to be delivered for filing

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

(The document need not state the true name and address of more than one individual. However, if you wish to state the name and address of any additional individuals causing the document to be delivered for filing, mark this box ☐ and include an attachment stating the name and address of such individuals.)

Disclaimer:

This form, and any related instructions, are not intended to provide legal, business or tax advice, and are offered as a public service without representation or warranty. While this form is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form. Questions should be addressed to the user's attorney.

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Thomas MacLaren School Foundation

is a

Nonprofit Corporation

formed or registered on 09/29/2014 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20141597273 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 01/10/2024 that have been posted, and by documents delivered to this office electronically through 01/12/2024 @ 13:59:40 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 01/12/2024 @ 13:59:40 in accordance with applicable law. This certificate is assigned Confirmation Number 15650187 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

BYLAWS FOR THOMAS MACLAREN SCHOOL

Revised as of December 7, 2023

ARTICLE 1 OFFICES

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

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

ARTICLE 2 NO MEMBERS

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

ARTICLE 3 BOARD OF DIRECTORS

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

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

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

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

- Read the Articles of Incorporation and these Bylaws.
- Read and sign the Board Handbook and Agreement.
- Read the charter contract with MacLaren's authorizer.

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

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

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

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

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

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

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

3.7 **Special Meetings.** Special meetings of the Board of Directors may be called by the Executive Director, the Chair of the Board of Directors, or a majority of the Board members. Special meetings shall be held at such time and place as may be designated by the authority

calling such meeting; provided that no meeting shall be called outside the State of Colorado unless a majority of the Board has so authorized.

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

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

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

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

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

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

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

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

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

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

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

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

The designated persons on whom a director or officer are entitled to rely are: (a) one or more officers or employees of the School whom the director or officer reasonably believes to be reliable and competent in the matters presented; (b) legal counsel, a public accountant, or other person as to matters which the director or officer reasonably believes to be within such person's professional or expert competence; or (c) a committee of the Board of Directors on which the director or officer does not serve if the director reasonably believes the committee merits confidence.

ARTICLE 4

OFFICERS OF THE BOARD OF DIRECTORS

4.1 **Number and Qualifications.** The officers of the Board of Directors shall consist of the Chair, Vice-Chair, Secretary, and Treasurer. Any voting member of the Board shall be eligible to serve as an officer. With the exception of the Chair, who may not hold another office while serving as Chair, a Board member may hold two, but no more than two, officer positions at one time.

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 EXECUTIVE LEADERSHIP OF THE SCHOOL

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

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

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

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

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

ARTICLE 6 INDEMNIFICATION

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

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

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

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

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

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

trust, enterprise or plan as a director, officer, employee, fiduciary, or agent thereof.

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

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

6.2 Right to Indemnification.

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

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

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

6.2.4 **Indemnification Prohibited.** Except as hereinafter set forth in this Section 6.2.4, the School may not indemnify a party under this Section 6.2 either (a) in connection with a proceeding by the School in which the party is or has been adjudged liable for gross negligence or willful misconduct in the performance of the party's duty to the School; or (b) in connection with any proceeding charging improper personal benefit to the party, whether or not involving action in the party's official capacity, in which the party was adjudged liable on the basis that personal benefit was improperly received by the party (even if the School was not thereby damaged). Notwithstanding the foregoing, the School shall indemnify any such party if and to the extent required by the court conducting the proceeding, or any other court of competent jurisdiction to which the party has applied, if it is determined by such court, upon application by the party, that despite the adjudication of liability in the circumstances in clauses (a) and (b) of this Section 6.2.4 or whether or not the party met the applicable standard of conduct set forth in Section 6.2.1, and in view of all relevant circumstances, the party is fairly and reasonably entitled to indemnification for such expenses as the court deems proper in accordance with the Colorado Nonprofit Corporation Code.

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

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

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

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

6.5 **Advancement of Expenses.** The School shall pay for or reimburse the expenses, or a portion thereof, incurred by a party in advance of the final disposition of the proceeding if: (a) the party furnishes the School a written affirmation of such party's good-faith belief that he or she has met the standard of conduct described in Section 6.2.1(a); (b) the party furnishes the School a written undertaking, executed personally or on behalf of such party, to repay the advance if it is ultimately determined that the party did not meet such standard of conduct; and

(c) authorization of payment and a determination that the facts then known to those making the determination would not preclude indemnification under this Article 6 have been made in the manner provided in Section 6.3. The undertaking required by clause (b) must be an unlimited general obligation of the party, but need not be secured and may be accepted without reference to financial ability to make repayment.

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

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

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

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

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

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

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

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

ARTICLE 7 PURPOSE, RESTRICTIONS

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

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

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

ARTICLE 8 MISCELLANEOUS

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

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

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

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

8.5 **Conflicts of Interest.**

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

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

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

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

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

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

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

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

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

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

CERTIFICATE

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

Dated: December 7, 2023


Meredith Wardwell Sherman (Dec 8, 2023 09:18 MST)

Meredith Wardwell Sherman, Chair of Board of Directors

Attachment 15: Special Education Plan of School



SPECIAL EDUCATION PLAN In a Continuum of Supports

Thomas MacLaren School offers a broad continuum of supports to meet the needs of our students, from mathematics to reading, from academics to behavior, from Special Education to general education. This document serves to briefly outline the process whereby we provide and prioritize supports, as well as the type and frequency of those supports.

This Continuum reflects both interventions that are provided as part of a MacLaren general education through the MTSS (Multi-Tiered System of Supports) process outlined elsewhere, and the accommodations, interventions, and specialized instruction that are afforded to students with a documented disability through the IEP (Individualized Education Plan) process.

Thomas MacLaren School works to meet the needs of all our students. If this Continuum (which extends as far as alternate placement) does not fully address the needs of a student on an IEP, the IEP team will convene to review the Continuum and the IEP and consider whether and how other supports may need to be developed.

Student needs are identified and evaluated by means of data collection and progress monitoring. Needs of students on an IEP are determined through the IEP process; needs of students in general education are determined via the MTSS process. In either case, the respective need-aligned supports are decided on by the relevant team, with reference to this Continuum. When students in Tier III of the MTSS process are found not to be making adequate growth, they are referred to the Special Education team for evaluation.

A student with an IEP has an identified disability; the disability negatively impacts his or her ability to access the general-education curriculum without support and additional services.

Student IEPs are governed by IDEA (1990); IEPs must ensure that student has access to Free Appropriate Public Education (FAPE) within the least restrictive environment (LRE). The IEP is written by the Eligibility team after a complete evaluation process. The case manager must be a licensed Special Education teacher.

MacLaren employs a Special Education Coordinator for both the Lower and Upper School. These coordinators oversee all SPED teachers who oversee the paraprofessionals and student support specialists. MacLaren contracts out the following Special Service Providers (SSP) from providers such as Gillem, Summit, and CSDB:

- Speech-Language Pathologist
- Occupational Therapist
- School Psychologist
- Teacher of the Deaf/Hard of Hearing
- Orientation and Mobility Specialist

Because the Lower and Upper Schools are structurally and functionally different, this Continuum outlines the K-5 model of supports first, followed by the 6-12 model.

LOWER SCHOOL

Lower School priority scheduling

For the purposes of this document, “push-ins” are defined as any supports that are provided within the Tier I setting, while “pull-outs” are any supports that are provided outside the Tier I setting, from the Learning Lab to an MTSS intervention space to the Level Program.

In the Lower School, priority scheduling is first determined by category, as follows:

1. IEP supports (push-in or pull-out by Special Education team)
2. Tier III MTSS supports (pull-out by MTSS team)
3. Tier II MTSS supports (in-class by classroom team)
4. Tier I instruction (in-class by classroom team)

That is, IEP supports are given priority scheduling over Tier III supports, and so on.

Because push-in support is not disruptive to a student’s assigned schedule of general-education classes, scheduling requires thoughtful planning, but push-ins do not require priority scheduling. Pull-out support, on the other hand, requires careful review of the student’s schedule to determine the most effective and appropriate time of day to provide necessary help and prioritize accordingly. Priority scheduling for pull-out support is determined by time of day, as follows:

1. *Extension*: Typically a 25-minute block of time that is used by the classroom team for Tier II intervention, small groups, extended assignments, make-up work, remediation and enrichment, Extension is the most flexible time in the day of a Lower School student and the easiest time of day to accommodate pull-out services.
2. *Academic Hour*: Academic Hour is the substitution of pull-out services for area-of-need-aligned Tier I classroom instruction; pull-out IEP reading support, for example, could take place during the class’s scheduled Word Study or Reading or Lit. Comp. time, depending on the student’s level of need and ability to access Tier I.
3. *MAPS classes*: Music, Art, P.E., and Science are not “specials” at MacLaren; they are core curricular pillars in a liberal arts education. But because they are offered so intensively, students can, on an as-needed basis, forego a portion of a given MAPS class each week while still attending a portion of that class, often comparable to the amount of time that would be afforded in a “specials” curricular model. When priority scheduling requires pull-out support from MAPS classes, the school makes every effort to schedule according to the student’s individual affinities and strengths; for example, a student who experiences great success and enjoyment in daily P.E. but genuinely struggles to love music might forego music before P.E. Having said that, a typical slate of priority scheduling would have pull-out support drawing from the least sequenced classes first, as follows:
 - a. *first PE, then*
 - b. *Science, then*
 - c. *Music, then*
 - d. *Art*

Lower School Continuum of Supports – Service Delivery

Area of Need	Tier II MTSS	Tier III MTSS	IEP Level 1	IEP Level 2	IEP Level 3
Early Reading Skills and Oral Reading Fluency	2 days per week (classroom team)	4-5 days per week (pull-out / MTSS team)	1-3 days per week (push-in / SPED or SSS)	4-5 days per week (push-in <u>or</u> pull-out / SPED or SSS)	4-5 days per week (push-in <u>and</u> pull-out / SPED or SSS)
Reading Comprehension	2 days per week (classroom team)	3-4 days per week (pull-out / MTSS team)	1-3 days per week (push-in / SPED or SSS)	4-5 days per week (push-in <u>or</u> pull-out / SPED or SSS)	4-5 days per week (push-in <u>and</u> pull-out / SPED or SSS)
Writing	Within the MTSS process, writing deficits are addressed in TI	Within the MTSS process, writing deficits are addressed in TI	1-3 days per week (push-in: SPED or SSS)	4-5 days per week (push-in <u>or</u> pull-out: SPED or SSS)	4-5 days per week (push-in <u>and</u> pull-out: SPED or SSS)
Math	2 days per week (classroom team)	3-4 days per week (pull-out / MTSS team)	1-3 days per week (push-in: SPED or SSS)	4-5 days per week (push-in <u>or</u> pull-out: SPED or SSS)	4-5 days per week (push-in <u>and</u> pull-out: SPED or SSS)
Behavior	Tier II MTSS behavior plan (classroom team)	Tier III MTSS behavior plan (Behavior Resource Teacher); possible referral to Level Program	Accommodations and/or goals Student-specific behavior supports*	Behavior Intervention Plan Student-specific behavior supports*	Referral to Level Program consistent with LRE Student-specific behavior supports*

If IEP needs are not met within levels 1-3, then, on a case-by-case basis, students may receive alternate instruction in the Learning Lab or may be referred to an alternate placement.

IEP Goals

IEP goals are written in accordance with the data: any significant area of need requires a corresponding goal that is rigorous and specific to the child.

IEP goals are reflective of the annual IEP cycle and are written with the aim of achieving meaningful growth in that specific area of need. Meaningful growth is not necessarily one *calendar* year of growth but is typically one year of growth in light of the student's present levels of performance and expected rate of progress.

The Special Education team meets regularly to review IEP goals and ensure that goals are consistently strong and student-aligned.

Lower School – Supports, Interventions, and Specialized Instruction

Research-based supports are targeted to the student's need as determined by the MTSS and IEP processes. To see a complete list of supports, see full *Continuum of Supports* document.

**COLORADO SPRINGS SCHOOL DISTRICT 11
CHARTER SCHOOL CONTRACT – THOMAS MACLAREN SCHOOL**

UPPER SCHOOL

Service Delivery Definitions

1. *Push-ins and Pull-outs:* For the purposes of this document, “push-ins” are defined as any supports that are provided within the Tier I setting, while “pull-outs” are any supports that are provided outside the Tier I setting either in the Learning Lab or an MTSS intervention space.
2. *Tutorial:* The Tutorial period is a 45-minute block of time that is used by the classroom team for homework, Tier II intervention, small groups, extended assignments, make-up work, remediation, and enrichment. Tutorial is the most flexible time in the day of an Upper School student and the easiest time of day to accommodate pull-out services. Tutorial support can be Tier I, II, or III, determined by grade level teams and the MTSS process.
3. *Academic Hour:* Students scheduled in an Academic Hour in lieu of Latin (or other classes as determined by the appropriate team) receive intervention, pre-teaching, reteaching, help with assignments, and organizational support during this time. Academic Hour is a Tier III support. Eligibility is determined in the MTSS process.

Upper School Pull-out Scheduling

Because push-in support is not disruptive to a student’s assigned schedule of general-education classes, push-ins do not require scheduling. Pull-out support, on the other hand, requires careful review of the student’s schedule to determine the most effective and appropriate time of day to provide necessary help. Priority scheduling for pullout support is determined by time of day as follows:

1. *Academic Hour:* If a student has an Academic Hour, intervention should be scheduled during this time.
2. *Classes:* When priority scheduling requires pulling students from their classes, the school makes every effort to schedule according to the student’s individual affinities and strengths. Having said that, a typical slate of priority scheduling would have pull-out support drawing from the least sequenced classes first.

Upper School Continuum of Supports – Service Delivery

Area of Need	Tier II MTSS	Tier III MTSS	IEP Level 1	IEP Level 2	IEP Level 3	IEP Level 4
Reading and Writing	Within the MTSS process, writing deficits are addressed in TI	Within the MTSS process, writing deficits are addressed in TI, possibly in a small group setting	Consult with GenEd teacher as needed	5 days per week (pull-out Academic Hour / SPED or SSA)	5 days per week (push-in <u>and</u> pull-out Academic Hour / SPED or SSA)	5 days per week (pull out Academic Hour or small group class or modified academic expectations)
Math	2-3 days per week (tutorial)	3-5 days per week (pull-out / MTSS team or small group class)	Consult with GenEd teacher as needed	5 days per week (pull-out / SPED or SSA) Academic Hour, possible math tutorial	5 days per week (push-in <u>and</u> pull-out Academic Hour / SPED or SSA), possible math tutorial	5 days per week (pull out Academic Hour or small group class or modified academic expectations)

**COLORADO SPRINGS SCHOOL DISTRICT 11
CHARTER SCHOOL CONTRACT – THOMAS MACLAREN SCHOOL**

Behavior	Tier II MTSS behavior plan (written by dean and/or AC); implemented by teachers, dean, SSS	Tier III MTSS behavior plan (written by dean and/or AC), implemented by teachers, dean, and SSS	Accommodations and/or goals Student-specific behavior supports*	Behavior Intervention Plan Student-specific behavior supports*	Behavior Intervention Plan One-on-one support in classroom Student-specific behavior supports*	Referral to alternate placement
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IEP Goals

IEP goals are written in accordance with the data: any significant area of need requires a corresponding goal that is rigorous and specific to the child.

IEP goals are reflective of the annual IEP cycle and are written with the aim of achieving meaningful growth in that specific area of need. Meaningful growth is not necessarily one *calendar* year of growth, but is typically one year of growth in light of the student’s present levels of performance and expected rate of progress.

The Special Education team meets regularly to review IEP goals and ensure that goals are consistently strong and student-aligned.

Upper School – Supports, Interventions, and Specialized Instruction

Research-based supports are targeted to the student’s need as determined by the MTSS and IEP processes. To see a complete list of supports, see full *Continuum of Supports* document.

Attachment 16: Charter School Transportation Plan

Thomas MacLaren School does not offer transportation services to and from school as part of its general education program or for any of the school's extracurriculars, including Athletics. The school does provide transportation in the following circumstances:

- For students when required to do so by a student's IEP
- For curricular activities, such as field trips

In these cases, transportation is provided by contracted transportation companies and/or reimbursement of parents and staff transportation.

Attachment 17: Charter School Meals Plan

Thomas MacLaren School participates in the federal Child Nutrition Program by contracting with District 11 as its School Food Authority (SFA). MacLaren is not reimbursed, but rather D11 is reimbursed as the SFA.

MacLaren has a commercial kitchen which D11 staff use to prepare and serve lunch to students K-12. MacLaren provides staff to help serve lunch. Currently about 62% of the students bring their lunch and 38% receive lunch through D11.

Students who forget or cannot provide a lunch are provided lunch through the hot lunch program for free.

Students who are hungry during the day are sent to the health office to receive healthy snack free of charge; students with deeper food insecurity are referred through the appropriate Head of School for more substantial food resources.

MacLaren does not currently serve breakfast, but is exploring this service for the future.