

**Academy of Arts and Knowledge
aka Northern Colorado Academy of Arts and Knowledge
4800 Wheaton Drive, Fort Collins, CO 80525**

Board Meeting Agenda for Tuesday, Feb 9, 2021 at 4:00pm

[Zoom Link](#)

Meeting ID: 827 3666 4850

Passcode: AAK4800

I. OPENING SECTION

A. Call to Order

B. Board Members in attendance:

Kornfeld () Shapland () Simmons () Walser () Bowers ()

C. Approval of Agenda

Motion by:

Seconded by:

Kornfeld () Shapland () Simmons () Walser () Bowers ()

II. REPORTS

A. Secretary Report

-Approval of minutes for January Board minutes

Motion by:

Seconded by:

Kornfeld () Shapland () Simmons () Walser () Bowers ()

B. Treasurer Report

-Approval of 2nd Quarter Financials

Motion by:

Seconded by:

Kornfeld () Shapland () Simmons () Walser () Bowers ()

B. Executive Update

III. BUSINESS

A. Proposed Enhanced School Year

IV. CLOSING SECTION

A. Next Meeting Date: 2021 March 9 at 4pm

B. Adjourned at

Management Report

The Academy of Arts & Knowledge

For the period ended December 31, 2020



Prepared by

JP Consulting, LLC.

Prepared on

January 12, 2021

Table of Contents

Executive Summary	3
Balance Sheet.....	4
FY2021 REVISED Budget vs Actuals	6
FY2021 Profit and Loss by Fund / Grant.....	11
FY2021 Instructional Expenditures.....	15
FY2021 Support Services Expenditures.....	17
FY2021 Food Services Expenditures	19
FY2021 Expenditures Salary & Benefits	20
Grant: CARES_COVID-19 #4012.....	22
A/R Aging Detail.....	24
A/P Aging Detail.....	25

Executive Summary

Balance Sheet

For the period ending December 31, 2020 the balance sheet for the Academy of Arts & Knowledge is healthy.

- Total Assets are \$975,199; outstanding accounts receivable is due to emergency food services for October and November as well as the GEERs grant funds and the SSRT grant funds.
- Total Liabilities are \$206,343; Contracts payable (utilities related to rental agreement) and Accrued Salary and benefits are the majority of the liability. Deferred revenue received up front for the READ and ELPA PD funds. As the funds are spent, the liability will be reduced, and the revenue will be recorded.
- Total Fund Balance is \$768,856. TABOR of \$58,000 and Unassigned/Unrestricted amounts of \$665,051. The net income for the current fiscal year on December 31, 2020 is \$45,805.

Revenues

For the period ending December 31, 2020 the Academy of Arts & Knowledge actual revenues total \$963,727, higher than the revised budgeted amount of \$895,499 or 10% higher. AAK would benefit from a supplemental budget process.

- State funding for Capital Construction are several thousands more than the budgeted amount
- Per Pupil funding is based on 195 sFTE (student full time equivalent); October Count was done on October 1, final amounts have been adjusted.
- Federal grant funds for CARES were received late in the last fiscal year and most will be used for expenses in FY20-21
- Federal grant funds for GEER and SSRG have not been budget due to the timeline of receiving, spending, and reporting.
- Many grants are reimbursable and done on a quarterly basis; once reports are submitted the accounts receivable will be recorded as well as the related revenue
- Side notation: ELPA PD and READ funds were received in advanced, but are being represented as "unearned" revenue until the funds are spent

Expenditures

For the period ending December 31, 2020 total expenditure are \$937,923 and lower than the revised budgeted amount of \$943,975.

- Salaries are less than budgeted amounts due to the Minga Education Group's Payroll Protection Program Loan; no revenue or expenditures were recorded due to GAAP regulations. Salary and Benefits account for \$520,287 or 55.47% of actual expenditures

Instructional vs Support Services

Instructional expenditures for the period ending December 31, 2020 totaled \$408,941 or 43.60% of total actual expenditures, while Support Services (excluding food services) totaled \$511,037 or 54.48% of total actual expenditures.

Food service expenditures total \$17,946 and is 1.91% of actual expenditures

The federally funded CARES grant started in March 2020. Actual grant to date expenditures are \$70,089. This grant has been fully expended.

Balance Sheet

As of December 31, 2020

	Total
ASSETS	
Current Assets	
Bank Accounts	
1072 Bill.com Money Out Clearing	4,510
8101000 US Bank Operating	579,526
8101001 US Bank Reserve	339,946
8101003 PayPal Bank	971
8101074 US Bank Student Activity	6,333
8103000 Debit Card	7,086
8109074 US Bank Gift Card Fundraiser	2,539
Total Bank Accounts	940,910
Accounts Receivable	
8153000 Accounts Receivable (A/R)	0
8131001 Default QBO AR	34,289
Total 8153000 Accounts Receivable (A/R)	34,289
Total Accounts Receivable	34,289
Total Current Assets	975,199
TOTAL ASSETS	\$975,199
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
7421000 Accounts Payable (A/P)	24,558
Total Accounts Payable	24,558
Credit Cards	
7421001 American Express	4,806
Total Credit Cards	4,806
Other Current Liabilities	
7431000 Contracts Payable	23,889
7461000 Accrued Salary & Benefit	148,603
7482001 Deferred Revenue READ	2,731
7482004 Deferred Revenue ELPA PD 3140	1,756
Total Other Current Liabilities	176,979
Total Current Liabilities	206,343
Total Liabilities	206,343
Equity	
6721000 Fund Balance TABOR	58,000
6770000 Fund Balance Unassigned	588,562
6770074 Fund Balance Unassigned F74	5,751
6790000 Unrestricted Net Assets	70,738
Net Income	45,805

	Total
Total Equity	768,856
TOTAL LIABILITIES AND EQUITY	\$975,199

FY2021 REVISED Budget vs Actuals

July - December, 2020

				Total
	Actual	Budget	over Budget	% of Budget
INCOME				
1000 Revenue Local Sources				
1510000 Interest on Investments	46	150	-104	31.00 %
1740000 Technology Fees		4,500	-4,500	
1750000 Fundraising	14,229	4,998	9,231	285.00 %
1900004 Activity / Student fees	350		350	
1920001 Donations		498	-498	
1956001 Food Sales, paid by parents	1,342	3,688	-2,346	36.00 %
1990000 Miscellaneous	296	498	-202	59.00 %
Total 1000 Revenue Local Sources	16,263	14,332	1,931	113.00 %
3000 Revenue State Sources				
3954001 ST Capital Construction 3113	32,430	25,254	7,176	128.00 %
3954002 ST Mill Levy Equalization 3951	29,645	28,092	1,553	106.00 %
3954003 ST READ Act 3206	10,717	6,876	3,841	156.00 %
3954004 ST ECEA SPED 3130	20,944	10,470	10,474	200.00 %
3954005 ST ELP 3140	1,568		1,568	
3954006 ST ELPA 3139	0	1,415	-1,415	0.00 %
3954007 ST ECEA GT 3150	697	703	-6	99.00 %
3954008 ST At Risk 3235		1,100	-1,100	
3954010 STATE GT Screening Grant 3228		349	-349	
3954011 GEER State #6425	6,835		6,835	
3956000 ST Lunch K-2 Reimb 3169	3	224	-221	1.00 %
3956001 STATE Start Smart Grant 3164	2	88	-86	2.00 %
Total 3000 Revenue State Sources	102,841	74,571	28,270	138.00 %
4000 Revenue Federal Sources				
4954000 FED Title I 4010		14,634	-14,634	
4954001 FED IDEA Part B 4027		13,326	-13,326	
4954002 FED Title III 4367		3,110	-3,110	
4954003 FED School Lunch Reimb 4555	14,035	9,112	4,923	154.00 %
4954004 FED Title III 4365		622	-622	
4954005 FED CARES 4012	92,295	49,566	42,729	186.00 %
4954007 FED US Commodities Grant 4550		4,326	-4,326	
4954008 FED Breakfast Reimb Grant 4553	5,490	2,356	3,134	233.00 %
4954010 FED Title IA Homeless 9202		800	-800	
4954011 FED SSRG#6012	18,000		18,000	
Total 4000 Revenue Federal Sources	129,819	97,852	31,967	133.00 %
5000 Revenue Other Sources				
5710000 State Share Per Pupil Revenue	734,804	708,744	26,060	104.00 %
Total 5000 Revenue Other Sources	734,804	708,744	26,060	104.00 %
Total Income	983,727	895,499	88,228	110.00 %
GROSS PROFIT	983,727	895,499	88,228	110.00 %

				Total
	Actual	Budget	over Budget	% of Budget
EXPENSES				
0100 Salaries				
0110103 Salaries BAA Extended Care		34,518	-34,518	
0110105 Salary Admin/Principal	45,092	42,498	2,594	106.00 %
0110106 Salary Admin VP	21,667	32,502	-10,835	67.00 %
0110201 Salary Teacher	250,703	244,716	5,987	102.00 %
0110202 Salary SPED 3130	0	34,224	-34,224	0.00 %
0110233 Salary Nurse	912	2,952	-2,040	31.00 %
0110234 Salary Occupational Therapist	8,227	3,672	4,555	224.00 %
0110236 Salary Psychologist	13,722	15,840	-2,118	87.00 %
0110238 Salary SLP 3130	11,015	5,760	5,255	191.00 %
0110382 Salary IT Tech	2,031		2,031	
0110409 Salary Health Aide	8,227	1,600	6,627	514.00 %
0110415 Salary Paraprofessional	40,903	8,160	32,743	501.00 %
0110500 Salary Admin Support	1,933	21,234	-19,301	9.00 %
0110506 Salary General Office	9,199		9,199	
0110608 Salary Custodian	17,134	17,940	-806	96.00 %
0120207 Salary Substitutes	6,703	4,268	2,435	157.00 %
Total 0100 Salaries	437,467	469,884	-32,417	93.00 %
0200 Employee Benefits				
0211105 Life EAP ELPI Principal	56	30	26	185.00 %
0211106 Life EAP ELPI Admin Assist Principal	45	30	15	150.00 %
0211201 Life EAP ELPI Teacher	831	372	459	223.00 %
0211202 Life EAP ELPI SPED ECEA 3130	131	30	101	437.00 %
0211207 Life EAP ELPI Substitutes	40		40	
0211233 Life EAP ELI Nurse	14		14	
0211234 Life EAP ELI - OT/PT	8	30	-22	27.00 %
0211236 Life EAP ELPI Psychology	20		20	
0211238 Life EAP ELI - SLP	14	30	-16	46.00 %
0211382 Life EAP ELPI I IT Tech	22		22	
0211409 Life EAP ELPI Health Aide	20		20	
0211415 Life EAP ELPI Paraprofessional	27	30	-3	91.00 %
0211500 Life EAP ELPI Business Support	34		34	
0211506 Life EAP ELPI Business / General Office	27	144	-117	19.00 %
0211608 Life EAP ELPI Custodial	41	60	-19	68.00 %
0220105 Med/FICA Principal	3,458	3,252	206	106.00 %
0220106 Med/FICA VP	1,657	2,484	-827	67.00 %
0220201 Med/FICA Teacher	20,032	18,714	1,318	107.00 %
0220202 Med/FICA SPED ECEA 3130	0	1,608	-1,608	0.00 %
0220207 Med/FICA Subs	513	328	185	156.00 %
0220233 Med/FICA Nurse	70	224	-154	31.00 %
0220234 Med/FICA Occupational Therapist ECEA 3130	629	282	347	223.00 %
0220236 Med/FICA Psychologist ECEA 3130	1,050	1,212	-162	87.00 %

	Total			
	Actual	Budget	over Budget	% of Budget
0220238 Med/FICA SLP ECEA 3130	843	438	405	192.00 %
0220382 Med/FICA IT Tech	155		155	
0220409 Med/FICA Health Aide	629	124	505	508.00 %
0220415 Med/FICA Paraprofessional	3,129	624	2,505	501.00 %
0220500 Med/FICA Admin Support	148	1,602	-1,454	9.00 %
0220506 Med/FICA General Office	704		704	
0220608 Med/FICA Custodian	1,311	1,374	-63	95.00 %
0250105 Health Dental Vision Administration	3,752	3,258	494	115.00 %
0250106 Health Dental Vision Admin Asst Principal	2,528	2,814	-286	90.00 %
0250201 Health Dental Vision Teachers	38,147	28,128	10,019	136.00 %
0250202 Health Dental Vision SPED	2,385	2,814	-429	85.00 %
0250506 Health Dental Vision General Office		2,706	-2,706	
0290105 401K Match Admin		1,386	-1,386	
0290201 401K Match Teachers	329	3,102	-2,773	11.00 %
0290238 401K Match SLP		144	-144	
0290500 401K Match Business Support		1,518	-1,518	
Total 0200 Employee Benefits	82,800	78,892	3,908	105.00 %
0300 Purchased Prof & Tech Services				
0313000 Bank Fees	1,381	2,808	-1,427	49.00 %
0320000 Professional Development		3,000	-3,000	
0320001 Professional Development Admin	775		775	
0320002 Payroll Services PEO	10,931		10,931	
0320003 Consulted Education Services	94,501	94,500	1	100.00 %
0328000 Assessments	2,273	7,459	-5,186	30.00 %
0330000 Accounting Services	4,344		4,344	
0331000 Legal Services	185	4,000	-3,816	5.00 %
0332000 Audit Services	8,550	8,075	475	106.00 %
0339000 SPED Services ECEA 3130		2,008	-2,008	
0339002 Background Checks	581	1,000	-419	58.00 %
0340000 Marketing Services	1,789	2,000	-211	89.00 %
0350000 Employee Training and Development	2,185	3,282	-1,097	67.00 %
0399000 CDE PPR Admin Fee	22,044	3,546	18,498	622.00 %
Total 0300 Purchased Prof & Tech Services	149,537	131,678	17,859	114.00 %
0400 Purchased Property Services				
0410000 Utilities	23,889	40,860	-16,971	58.00 %
0411000 Water & Sewer	2,317		2,317	
0423000 Custodial Services	1,575		1,575	
0424000 Landscaping	1,287		1,287	
0430000 Repair & Maintenance	3,012	2,000	1,012	151.00 %
0441000 Rent or Lease of Buildings	83,692	83,694	-2	100.00 %
0441001 Rent Management Fees	3,493		3,493	
0442000 Equipment Rental	9,277	9,000	277	103.00 %
0622000 Supplies Electricity	9,585		9,585	

				Total
	Actual	Budget	over Budget	% of Budget
Total 0400 Purchased Property Services	138,126	135,554	2,572	102.00 %
0500 Other Purchased Services				
0522000 Property Insurance	2,356		2,356	
0525000 Unemployment Insurance	9,141	7,428	1,713	123.00 %
0526000 Workers Compensation	3,880	4,500	-620	86.00 %
0527000 Multiple-Coverage Insurance	10,741	8,034	2,707	134.00 %
0530000 Telephone	1,854	1,998	-144	93.00 %
0531000 Community Relations	154		154	
0533000 Postage	13	600	-587	2.00 %
0534000 Internet	1,183	1,524	-341	78.00 %
0540000 Advertising & Recruitment	1,736		1,736	
0572000 Food Manangement	15,524	20,300	-4,776	76.00 %
0580000 Travel Registration & Entrance		500	-500	
0594001 Platte Valley Detention Center	819	1,000	-181	82.00 %
0595000 CDE 1% Overhead Fee	3,740	21,264	-17,524	18.00 %
0596000 Auth. Fee School Breakfast 4553	190	132	58	144.00 %
0596001 Auth. Fee Lunch & Snack	547	484	63	113.00 %
0633000 Commodities Expense 4550		2,941	-2,941	
Total 0500 Other Purchased Services	51,878	70,705	-18,827	73.00 %
0600 Supplies				
0610000 Supplies Elementary	10,216	7,555	2,661	135.00 %
0610001 Supplies Music	24	500	-476	5.00 %
0610002 Supplies Office	1,857	4,998	-3,141	37.00 %
0610003 Supplies Custodial	9,595	7,002	2,593	137.00 %
0610004 Supplies SPED 3130	216	3,000	-2,784	7.00 %
0610006 Supplies G&T 3150		849	-849	
0610007 Supplies Library	299	300	-1	100.00 %
0610011 Supplies Health	5,133	6,000	-867	86.00 %
0610012 Supplies Homeless	99		99	
0614074 Supplies Fundraiser F74	6,734		6,734	
0621000 Supplies Natural Gas	684		684	
0630001 Supplies Food Services	320	152	168	211.00 %
0631000 Supplies Milk	1,364	1,420	-56	96.00 %
0640000 Supplies Textbooks	10,423	7,011	3,412	149.00 %
0650000 Supplies Electronic Media Materials	18,654	5,744	12,910	325.00 %
0650001 Supplies Powerschool	3,534	5,881	-2,347	60.00 %
0691000 Supplies Security	440		440	
Total 0600 Supplies	69,593	50,412	19,181	138.00 %
0700 Property				
0730000 Equipment over \$1,500	6,853	5,000	1,853	137.00 %
Total 0700 Property	6,853	5,000	1,853	137.00 %
0800 Other Objects				
0810000 Dues & Fees	1,668	1,850	-182	90.00 %

				Total
	Actual	Budget	over Budget	% of Budget
Total 0800 Other Objects	1,668	1,850	-182	90.00 %
Total Expenses	937,923	943,975	-6,052	99.00 %
NET OPERATING INCOME	45,805	-48,476	94,281	-94.00 %
NET INCOME	\$45,805	\$ -48,476	\$94,281	-94.00 %

FY2021 Profit and Loss by Fund / Grant

July - December, 2020

	11 General Fund	21 Food Svs Fund	3130 SPED	3140 ELPA	3150 GT	3259 READ	4012 CARES/CRF	6012 SSRG	6425 GEER	Total
INCOME										
1000 Revenue Local Sources										0.00
1510000 Interest on Investments	46.28									46.28
1750000 Fundraising	14,229.29									14,229.29
1900004 Activity / Student fees	350.00									350.00
1956001 Food Sales, paid by parents		1,341.55								1,341.55
1990000 Miscellaneous	296.07									296.07
Total 1000 Revenue Local Sources	14,921.64	1,341.55								16,263.19
3000 Revenue State Sources										0.00
3954001 ST Capital Construction 3113	32,429.55									32,429.55
3954002 ST Mill Levy Equalization 3951	29,645.22									29,645.22
3954003 ST READ Act 3206						10,717.08				10,717.08
3954004 ST ECEA SPED 3130			20,944.00							20,944.00
3954005 ST ELP 3140				1,568.00						1,568.00
3954007 ST ECEA GT 3150					697.49					697.49
3954011 GEER State #6425									6,835.09	6,835.09
3956000 ST Lunch K-2 Reimb 3169		2.80								2.80
3956001 STATE Start Smart Grant 3164		2.10								2.10
Total 3000 Revenue State Sources	62,074.77	4.90	20,944.00	1,568.00	697.49	10,717.08			6,835.09	102,841.33
4000 Revenue Federal Sources										0.00
4954003 FED School Lunch Reimb 4555		14,034.73								14,034.73
4954005 FED CARES 4012							92,294.52			92,294.52
4954008 FED Breakfast Reimb Grant 4553		5,489.65								5,489.65
4954011 FED SSRG#6012								18,000.00		18,000.00
Total 4000 Revenue Federal Sources		19,524.38					92,294.52	18,000.00		129,818.90
5000 Revenue Other Sources										0.00
5710000 State Share Per Pupil Revenue	734,804.06									734,804.06
Total 5000 Revenue Other Sources	734,804.06									734,804.06
Total Income	811,800.47	20,870.83	20,944.00	1,568.00	697.49	10,717.08	92,294.52	18,000.00	6,835.09	983,727.48
GROSS PROFIT	811,800.47	20,870.83	20,944.00	1,568.00	697.49	10,717.08	92,294.52	18,000.00	6,835.09	983,727.48
EXPENSES										
0100 Salaries										0.00
0110105 Salary Admin/Principal	44,394.21				697.49					45,091.70
0110106 Salary Admin VP	21,666.63									21,666.63
0110201 Salary Teacher	191,725.81		24,904.08	1,246.07		9,240.40	17,289.46		6,296.80	250,702.62
0110233 Salary Nurse	513.38		0.00				398.76			912.14
0110234 Salary Occupational Therapist			8,226.81							8,226.81
0110236 Salary Psychologist	0.00		13,721.95							13,721.95
0110238 Salary SLP 3130	0.00		11,015.20							11,015.20
0110382 Salary IT Tech	1,009.40						1,021.76			2,031.16
0110409 Salary Health Aide	5,983.32						2,243.71			8,227.03
0110415 Salary Paraprofessional	4,803.83		3,907.44				32,191.99			40,903.26
0110500 Salary Admin Support	1,932.68									1,932.68
0110506 Salary General Office	8,975.03						224.37			9,199.40
0110608 Salary Custodian	8,375.78						8,757.96			17,133.74

	11 General Fund	21 Food Svs Fund	3130 SPED	3140 ELPA	3150 GT	3259 READ	4012 CARES/CRF	6012 SSRG	6425 GEER	Total
0120207 Salary Substitutes	6,702.99									6,702.99
Total 0100 Salaries	296,083.06		61,775.48	1,246.07	697.49	9,240.40	62,128.01		6,296.80	437,467.31
0200 Employee Benefits										0.00
0211105 Life EAP ELPI Principal	55.51									55.51
0211106 Life EAP ELPI Admin Assist Principal	45.14									45.14
0211201 Life EAP ELPI Teacher	769.45		11.54	3.76		42.05			4.60	831.40
0211202 Life EAP ELPI SPED ECEA 3130	-270.91		401.87							130.96
0211207 Life EAP ELPI Substitutes	40.29									40.29
0211233 Life EAP ELI Nurse	7.99						5.95			13.94
0211234 Life EAP ELI - OT/PT			8.05							8.05
0211236 Life EAP ELPI Psychology			19.90							19.90
0211238 Life EAP ELI - SLP			13.93							13.93
0211382 Life EAP ELPI I IT Tech	13.97						7.94			21.91
0211409 Life EAP ELPI Health Aide	14.43						5.25			19.68
0211415 Life EAP ELPI Paraprofessional	7.70						19.55			27.25
0211500 Life EAP ELPI Business Support	34.00									34.00
0211506 Life EAP ELPI Business / General Office	27.43									27.43
0211608 Life EAP ELPI Custodial	25.49						15.12			40.61
0220105 Med/FICA Principal	3,458.35									3,458.35
0220106 Med/FICA VP	1,657.49									1,657.49
0220201 Med/FICA Teacher	16,765.47		2,003.94	107.12		621.60			533.69	20,031.82
0220207 Med/FICA Subs	512.78									512.78
0220233 Med/FICA Nurse	39.29						30.52			69.81
0220234 Med/FICA Occupational Therapist ECEA 3130			629.38							629.38
0220236 Med/FICA Psychologist ECEA 3130	0.00		1,049.72							1,049.72
0220238 Med/FICA SLP ECEA 3130	0.00		842.67							842.67
0220382 Med/FICA IT Tech	77.23						78.14			155.37
0220409 Med/FICA Health Aide	457.72						171.61			629.33
0220415 Med/FICA Paraprofessional	367.49		298.96				2,462.71			3,129.16
0220500 Med/FICA Admin Support	147.85									147.85
0220506 Med/FICA General Office	686.63						17.16			703.79
0220608 Med/FICA Custodian	640.75						669.98			1,310.73
0250105 Health Dental Vision Administration	3,752.35									3,752.35
0250106 Health Dental Vision Admin Asst Principal	2,528.37									2,528.37
0250201 Health Dental Vision Teachers	36,598.90		523.96	211.05		813.03				38,146.94
0250202 Health Dental Vision SPED	-455.09		2,840.21							2,385.12
0290201 401K Match Teachers	328.81									328.81
Total 0200 Employee Benefits	68,334.88		8,644.13	321.93		1,476.68	3,483.93		538.29	82,799.84
0300 Purchased Prof & Tech Services										0.00
0313000 Bank Fees	1,380.84									1,380.84
0320001 Professional Development Admin	775.00									775.00
0320002 Payroll Services PEO	10,931.02									10,931.02
0320003 Consulted Education Services	94,500.78									94,500.78
0328000 Assessments	1,275.00		998.20							2,273.20
0330000 Accounting Services	4,343.55									4,343.55
0331000 Legal Services	184.50									184.50
0332000 Audit Services	8,550.00									8,550.00
0339002 Background Checks	580.82									580.82

	11 General Fund	21 Food Svs Fund	3130 SPED	3140 ELPA	3150 GT	3259 READ	4012 CARES/CRF	6012 SSRG	6425 GEER	Total
0340000 Marketing Services	1,788.57									1,788.57
0350000 Employee Training and Development	2,136.02						49.00			2,185.02
0399000 CDE PPR Admin Fee	22,044.14									22,044.14
Total 0300 Purchased Prof & Tech Services	148,490.24		998.20				49.00			149,537.44
0400 Purchased Property Services										0.00
0410000 Utilities	23,888.79									23,888.79
0411000 Water & Sewer	2,317.20									2,317.20
0423000 Custodial Services	1,574.90									1,574.90
0424000 Landscaping	1,286.60									1,286.60
0430000 Repair & Maintenance	3,012.20									3,012.20
0441000 Rent or Lease of Buildings	83,692.02									83,692.02
0441001 Rent Management Fees	3,492.71									3,492.71
0442000 Equipment Rental	9,276.87									9,276.87
0622000 Supplies Electricity	9,584.70									9,584.70
Total 0400 Purchased Property Services	138,125.99									138,125.99
0500 Other Purchased Services										0.00
0522000 Property Insurance	2,355.72									2,355.72
0525000 Unemployment Insurance	9,068.68						72.51			9,141.19
0526000 Workers Compensation	3,840.51						39.27			3,879.78
0527000 Multiple-Coverage Insurance	10,741.48									10,741.48
0530000 Telephone	1,853.68									1,853.68
0531000 Community Relations	154.12									154.12
0533000 Postage	12.55									12.55
0534000 Internet	1,183.44									1,183.44
0540000 Advertising & Recruitment	1,319.36						416.54			1,735.90
0572000 Food Manangement		15,523.69								15,523.69
0594001 Platte Valley Detention Center	819.30									819.30
0595000 CDE 1% Overhead Fee	3,739.86									3,739.86
0596000 Auth. Fee School Breakfast 4553		190.08								190.08
0596001 Auth. Fee Lunch & Snack		547.27								547.27
Total 0500 Other Purchased Services	35,088.70	16,261.04					528.32			51,878.06
0600 Supplies										0.00
0610000 Supplies Elementary	6,823.16						382.83	3,010.50		10,216.49
0610001 Supplies Music	23.77									23.77
0610002 Supplies Office	1,416.49						440.45			1,856.94
0610003 Supplies Custodial	1,797.08						7,798.14			9,595.22
0610004 Supplies SPED 3130			215.75							215.75
0610007 Supplies Library	299.00									299.00
0610011 Supplies Health	264.60						4,868.69			5,133.29
0610012 Supplies Homeless	99.16									99.16
0614074 Supplies Fundraiser F74	6,733.96									6,733.96
0621000 Supplies Natural Gas	683.60									683.60
0630001 Supplies Food Services		320.26								320.26
0631000 Supplies Milk		1,364.27								1,364.27
0640000 Supplies Textbooks	6,158.58						4,264.00			10,422.58
0650000 Supplies Electronic Media Materials	2,592.23						1,071.99	14,989.50		18,653.72
0650001 Supplies Powerschool	3,534.38									3,534.38
0691000 Supplies Security	440.34									440.34

	11 General Fund	21 Food Svs Fund	3130 SPED	3140 ELPA	3150 GT	3259 READ	4012 CARES/CRF	6012 SSRG	6425 GEER	Total
Total 0600 Supplies	30,866.35	1,684.53	215.75				18,826.10	18,000.00		69,592.73
0700 Property										0.00
0730000 Equipment over \$1,500							6,853.09			6,853.09
Total 0700 Property							6,853.09			6,853.09
0800 Other Objects										0.00
0810000 Dues & Fees	1,668.39									1,668.39
Total 0800 Other Objects	1,668.39									1,668.39
Total Expenses	718,657.61	17,945.57	71,633.56	1,568.00	697.49	10,717.08	91,868.45	18,000.00	6,835.09	937,922.85
NET OPERATING INCOME	93,142.86	2,925.26	-50,689.56	0.00	0.00	0.00	426.07	0.00	0.00	45,804.63
NET INCOME	\$93,142.86	\$2,925.26	\$ -50,689.56	\$0.00	\$0.00	\$0.00	\$426.07	\$0.00	\$0.00	\$45,804.63

FY2021 Instructional Expenditures

July - December, 2020

	0010 Elementary Ed	0060 Integrated Ed	0090 Other Ed	0510 ELL	0511 READ	1200 Music	1700 SPED	TOTAL
INCOME								
Total Income								0
GROSS PROFIT	0	0	0	0	0	0	0	0
EXPENSES								
0100 Salaries								0
0110201 Salary Teacher	162,332	57,724		1,400	7,870		17,823	247,149
0110415 Salary Paraprofessional	34,172						6,732	40,903
0120207 Salary Substitutes	6,703							6,703
Total 0100 Salaries	203,207	57,724		1,400	7,870		24,555	294,755
0200 Employee Benefits								0
0211201 Life EAP ELPI Teacher	486	157		4	13		38	697
0211202 Life EAP ELPI SPED ECEA 3130							131	131
0211207 Life EAP ELPI Substitutes	40							40
0211415 Life EAP ELPI Paraprofessional	27							27
0220201 Med/FICA Teacher	13,304	4,504		107	602		1,515	20,032
0220207 Med/FICA Subs	513							513
0220415 Med/FICA Paraprofessional	2,614						515	3,129
0250201 Health Dental Vision Teachers	26,658	10,106		211	715		457	38,147
0250202 Health Dental Vision SPED							2,033	2,033
0290201 401K Match Teachers	329							329
Total 0200 Employee Benefits	43,971	14,767		322	1,330		4,688	65,078
0300 Purchased Prof & Tech Services								0
0328000 Assessments	1,275						998	2,273
0350000 Employee Training and Development	542							542
Total 0300 Purchased Prof & Tech Services	1,817						998	2,816
0500 Other Purchased Services								0
0594001 Platte Valley Detention Center			819					819
Total 0500 Other Purchased Services			819					819
0600 Supplies								0
0610000 Supplies Elementary	10,216							10,216

	0010 Elementary Ed	0060 Integrated Ed	0090 Other Ed	0510 ELL	0511 READ	1200 Music	1700 SPED	TOTAL
0610001 Supplies Music						24		24
0610002 Supplies Office	67							67
0610004 Supplies SPED 3130							216	216
0610011 Supplies Health	24							24
0610012 Supplies Homeless			99					99
0614074 Supplies Fundraiser F74	6,734							6,734
0640000 Supplies Textbooks	10,423							10,423
0650000 Supplies Electronic Media Materials	17,671							17,671
Total 0600 Supplies	45,134		99			24	216	45,473
Total Expenses	294,129	72,491	918	1,722	9,200	24	30,457	408,941
NET OPERATING INCOME	-294,129	-72,491	-918	-1,722	-9,200	-24	-30,457	-408,941
NET INCOME	\$ -294,129	\$ -72,491	\$ -918	\$ -1,722	\$ -9,200	\$ -24	\$ -30,457	\$ -408,941

FY2021 Support Services Expenditures

July - December, 2020

	2100 SS Students	2130 SS Health Svs	2140 SS Psych	2150 SS SLP	2160 SS OT PT	2213 SS Instruct Staff Trn	2220 SS Library/IT	2240 Technology	2300 SS Gen Admin	2315 SS Legal Svs	2317 SS Audit Svs	2410 SS School Admin	2510 SS Business Svs	2620 SS Op Bldg Svs	2660 SS Security Svs	2823 Public Comm Svs	2830 SS Staff Svs	2850 SS Risk Mgmt Svs	TOTAL
INCOME																			
Total Income																			0
GROSS PROFIT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
EXPENSES																			
0100 Salaries																			0
0110105 Salary Admin/Principal												45,092							45,092
0110106 Salary Admin VP												21,667							21,667
0110201 Salary Teacher	3,554																		3,554
0110233 Salary Nurse		912																	912
0110234 Salary Occupational Therapist					8,227														8,227
0110236 Salary Psychologist			13,722																13,722
0110238 Salary SLP 3130				11,015															11,015
0110382 Salary IT Tech								2,031											2,031
0110409 Salary Health Aide		8,227																	8,227
0110500 Salary Admin Support												1,933							1,933
0110506 Salary General Office												7,704	1,496						9,199
0110608 Salary Custodian														17,134					17,134
Total 0100 Salaries	3,554	9,139	13,722	11,015	8,227			2,031				76,395	1,496	17,134					142,713
0200 Employee Benefits																			0
0211105 Life EAP ELPI Principal												56							56
0211106 Life EAP ELPI Admin Assist Principal												45							45
0211201 Life EAP ELPI Teacher	0											134							134
0211233 Life EAP ELI Nurse		14																	14
0211234 Life EAP ELI - OT/PT					8														8
0211236 Life EAP ELPI Psychology			20																20
0211238 Life EAP ELI - SLP				14															14
0211382 Life EAP ELPI I IT Tech								22											22
0211409 Life EAP ELPI Health Aide		20																	20
0211500 Life EAP ELPI Business Support												34							34
0211506 Life EAP ELPI Business / General Office												23	4						27
0211608 Life EAP ELPI Custodial														41					41
0220105 Med/FICA Principal												3,458							3,458
0220106 Med/FICA VP												1,657							1,657
0220233 Med/FICA Nurse		70																	70
0220234 Med/FICA Occupational Therapist ECEA 3130					629														629
0220236 Med/FICA Psychologist ECEA 3130			1,050																1,050
0220238 Med/FICA SLP ECEA 3130				843															843
0220382 Med/FICA IT Tech								155											155
0220409 Med/FICA Health Aide		629																	629
0220500 Med/FICA Admin Support												148							148
0220506 Med/FICA General Office												589	114						704
0220608 Med/FICA Custodian														1,311					1,311
0250105 Health Dental Vision Administration												3,752							3,752
0250106 Health Dental Vision Admin Asst Principal												2,528							2,528
0250202 Health Dental Vision SPED	352																		352
Total 0200 Employee Benefits	352	733	1,070	857	637			177				12,426	119	1,351					17,722
0300 Purchased Prof & Tech Services																			0
0313000 Bank Fees													1,381						1,381
0320001 Professional Development Admin												775							775
0320002 Payroll Services PEO												0	10,931						10,931
0320003 Consulted Education Services												1	94,500						94,501
0330000 Accounting Services													4,344						4,344
0331000 Legal Services										185									185
0332000 Audit Services											8,550								8,550
0339002 Background Checks																		581	581
0340000 Marketing Services																1,789			1,789
0350000 Employee Training and Development						1,084						559							1,643
0399000 CDE PPR Admin Fee									22,044										22,044
Total 0300 Purchased Prof & Tech Services						1,084			22,044	185	8,550	1,335	111,155			1,789		581	146,722
0400 Purchased Property Services																			0
0410000 Utilities														23,889					23,889
0411000 Water & Sewer														2,317					2,317
0423000 Custodial Services														1,575					1,575
0424000 Landscaping														1,287					1,287
0430000 Repair & Maintenance														3,012					3,012
0441000 Rent or Lease of Buildings														83,692					83,692
0441001 Rent Management Fees														3,493					3,493
0442000 Equipment Rental														9,277					9,277

	2100 SS Students	2130 SS Health Svs	2140 SS Psych	2150 SS SLP	2160 SS OT PT	2213 SS Instruct Staff Trn	2220 SS Library/IT	2240 Technology	2300 SS Gen Admin	2315 SS Legal Svs	2317 SS Audit Svs	2410 SS School Admin	2510 SS Business Svs	2620 SS Op Bldg Svs	2660 SS Security Svs	2823 Public Comm Svs	2830 SS Staff Svs	2850 SS Risk Mgmt Svs	TOTAL
0622000 Supplies Electricity														9,585					9,585
Total 0400 Purchased Property Services														138,126					138,126
0500 Other Purchased Services																			0
0522000 Property Insurance														2,356					2,356
0525000 Unemployment Insurance																		9,141	9,141
0526000 Workers Compensation																		3,880	3,880
0527000 Multiple-Coverage Insurance																		10,741	10,741
0530000 Telephone														1,854					1,854
0531000 Community Relations																154			154
0533000 Postage												13							13
0534000 Internet														1,183					1,183
0540000 Advertising & Recruitment																250	1,486		1,736
0595000 CDE 1% Overhead Fee									3,740										3,740
Total 0500 Other Purchased Services									3,740			13		5,393		404	1,486	23,762	34,798
0600 Supplies																			0
0610002 Supplies Office		87						150				1,493	60						1,790
0610003 Supplies Custodial		3,280												6,315					9,595
0610007 Supplies Library							299												299
0610011 Supplies Health		5,109																	5,109
0621000 Supplies Natural Gas														684					684
0650000 Supplies Electronic Media Materials								953				30							983
0650001 Supplies Powerschool												3,534							3,534
0691000 Supplies Security															440				440
Total 0600 Supplies		8,476					299	1,103				5,058	60	6,999	440				22,435
0700 Property																			0
0730000 Equipment over \$1,500		3,310												3,543					6,853
Total 0700 Property		3,310												3,543					6,853
0800 Other Objects																			0
0810000 Dues & Fees									1,658			10							1,668
Total 0800 Other Objects									1,658			10							1,668
Total Expenses	3,906	21,658	14,792	11,872	8,864	1,084	299	3,312	27,442	185	8,550	95,235	112,830	172,546	440	2,192	1,486	24,343	511,037
NET OPERATING INCOME	-3,906	-21,658	-14,792	-11,872	-8,864	-1,084	-299	-3,312	-27,442	-185	-8,550	-95,235	-112,830	-172,546	-440	-2,192	-1,486	-24,343	-511,037
NET INCOME	\$ -3,906	\$ -21,658	\$ -14,792	\$ -11,872	\$ -8,864	\$ -1,084	\$ -299	\$ -3,312	\$ -27,442	\$ -185	\$ -8,550	\$ -95,235	\$ -112,830	\$ -172,546	\$ -440	\$ -2,192	\$ -1,486	\$ -24,343	511,037

FY2021 Food Services Expenditures

July - December, 2020

	3100 Food Svs	3120 Food Svs Prep/Serve	TOTAL
INCOME			
1000 Revenue Local Sources			0
1956001 Food Sales, paid by parents		1,342	1,342
Total 1000 Revenue Local Sources		1,342	1,342
3000 Revenue State Sources			0
3956000 ST Lunch K-2 Reimb 3169		3	3
3956001 STATE Start Smart Grant 3164		2	2
Total 3000 Revenue State Sources		5	5
4000 Revenue Federal Sources			0
4954003 FED School Lunch Reimb 4555		14,035	14,035
4954008 FED Breakfast Reimb Grant 4553		5,490	5,490
Total 4000 Revenue Federal Sources		19,524	19,524
Total Income	0	20,871	20,871
GROSS PROFIT	0	20,871	20,871
EXPENSES			
0500 Other Purchased Services			0
0572000 Food Manangement		15,524	15,524
0596000 Auth. Fee School Breakfast 4553		190	190
0596001 Auth. Fee Lunch & Snack		547	547
Total 0500 Other Purchased Services		16,261	16,261
0600 Supplies			0
0630001 Supplies Food Services	320		320
0631000 Supplies Milk	1,364		1,364
Total 0600 Supplies	1,685		1,685
Total Expenses	1,685	16,261	17,946
NET OPERATING INCOME	-1,685	4,610	2,925
NET INCOME	\$ -1,685	\$4,610	\$2,925

FY2021 Expenditures Salary & Benefits

July - December, 2020

	11 General Fund	3130 SPED	3140 ELPA	3150 GT	3259 READ	4012 CARES/CRF	6425 GEER	Total
INCOME								
Total Income								0
GROSS PROFIT	0	0	0	0	0	0	0	0
EXPENSES								
0100 Salaries								0
0110105 Salary Admin/Principal	44,394			697				45,092
0110106 Salary Admin VP	21,667							21,667
0110201 Salary Teacher	191,726	24,904	1,246		9,240	17,289	6,297	250,703
0110233 Salary Nurse	513	0				399		912
0110234 Salary Occupational Therapist		8,227						8,227
0110236 Salary Psychologist	0	13,722						13,722
0110238 Salary SLP 3130	0	11,015						11,015
0110382 Salary IT Tech	1,009					1,022		2,031
0110409 Salary Health Aide	5,983					2,244		8,227
0110415 Salary Paraprofessional	4,804	3,907				32,192		40,903
0110500 Salary Admin Support	1,933							1,933
0110506 Salary General Office	8,975					224		9,199
0110608 Salary Custodian	8,376					8,758		17,134
0120207 Salary Substitutes	6,703							6,703
Total 0100 Salaries	296,083	61,775	1,246	697	9,240	62,128	6,297	437,467
0200 Employee Benefits								0
0211105 Life EAP ELPI Principal	56							56
0211106 Life EAP ELPI Admin Assist Principal	45							45
0211201 Life EAP ELPI Teacher	769	12	4		42		5	831
0211202 Life EAP ELPI SPED ECEA 3130	-271	402						131
0211207 Life EAP ELPI Substitutes	40							40
0211233 Life EAP ELI Nurse	8					6		14
0211234 Life EAP ELI - OT/PT		8						8
0211236 Life EAP ELPI Psychology		20						20
0211238 Life EAP ELI - SLP		14						14

	11 General Fund	3130 SPED	3140 ELPA	3150 GT	3259 READ	4012 CARES/CRF	6425 GEER	Total
0211382 Life EAP ELPI I IT Tech	14					8		22
0211409 Life EAP ELPI Health Aide	14					5		20
0211415 Life EAP ELPI Paraprofessional	8					20		27
0211500 Life EAP ELPI Business Support	34							34
0211506 Life EAP ELPI Business / General Office	27							27
0211608 Life EAP ELPI Custodial	25					15		41
0220105 Med/FICA Principal	3,458							3,458
0220106 Med/FICA VP	1,657							1,657
0220201 Med/FICA Teacher	16,765	2,004	107		622		534	20,032
0220207 Med/FICA Subs	513							513
0220233 Med/FICA Nurse	39					31		70
0220234 Med/FICA Occupational Therapist ECEA 3130		629						629
0220236 Med/FICA Psychologist ECEA 3130	0	1,050						1,050
0220238 Med/FICA SLP ECEA 3130	0	843						843
0220382 Med/FICA IT Tech	77					78		155
0220409 Med/FICA Health Aide	458					172		629
0220415 Med/FICA Paraprofessional	367	299				2,463		3,129
0220500 Med/FICA Admin Support	148							148
0220506 Med/FICA General Office	687					17		704
0220608 Med/FICA Custodian	641					670		1,311
0250105 Health Dental Vision Administration	3,752							3,752
0250106 Health Dental Vision Admin Asst Principal	2,528							2,528
0250201 Health Dental Vision Teachers	36,599	524	211		813			38,147
0250202 Health Dental Vision SPED	-455	2,840						2,385
0290201 401K Match Teachers	329							329
Total 0200 Employee Benefits	68,335	8,644	322		1,477	3,484	538	82,800
Total Expenses	364,418	70,420	1,568	697	10,717	65,612	6,835	520,267
NET OPERATING INCOME	-364,418	-70,420	-1,568	-697	-10,717	-65,612	-6,835	-520,267
NET INCOME	\$ -364,418	\$ -70,420	\$ -1,568	\$ -697	\$ -10,717	\$ -65,612	\$ -6,835	\$ -520,267

Grant: CARES_COVID-19 #4012

March 13 - December 31, 2020

	4012 CARES/CRF	Total
INCOME		
4000 Revenue Federal Sources		0.00
4954005 FED CARES 4012	93,305.29	93,305.29
Total 4000 Revenue Federal Sources	93,305.29	93,305.29
Total Income	93,305.29	93,305.29
GROSS PROFIT	93,305.29	93,305.29
EXPENSES		
0100 Salaries		0.00
0110201 Salary Teacher	17,289.46	17,289.46
0110233 Salary Nurse	398.76	398.76
0110382 Salary IT Tech	1,021.76	1,021.76
0110409 Salary Health Aide	2,243.71	2,243.71
0110415 Salary Paraprofessional	32,191.99	32,191.99
0110506 Salary General Office	224.37	224.37
0110608 Salary Custodian	8,757.96	8,757.96
Total 0100 Salaries	62,128.01	62,128.01
0200 Employee Benefits		0.00
0211233 Life EAP ELI Nurse	5.95	5.95
0211382 Life EAP ELPI I IT Tech	7.94	7.94
0211409 Life EAP ELPI Health Aide	5.25	5.25
0211415 Life EAP ELPI Paraprofessional	19.55	19.55
0211608 Life EAP ELPI Custodial	15.12	15.12
0220233 Med/FICA Nurse	30.52	30.52
0220382 Med/FICA IT Tech	78.14	78.14
0220409 Med/FICA Health Aide	171.61	171.61
0220415 Med/FICA Paraprofessional	2,462.71	2,462.71
0220506 Med/FICA General Office	17.16	17.16
0220608 Med/FICA Custodian	669.98	669.98
Total 0200 Employee Benefits	3,483.93	3,483.93
0300 Purchased Prof & Tech Services		0.00
0350000 Employee Training and Development	49.00	49.00
Total 0300 Purchased Prof & Tech Services	49.00	49.00
0500 Other Purchased Services		0.00
0525000 Unemployment Insurance	72.51	72.51
0526000 Workers Compensation	39.27	39.27
0540000 Advertising & Recruitment	416.54	416.54
Total 0500 Other Purchased Services	528.32	528.32
0600 Supplies		0.00
0610000 Supplies Elementary	382.83	382.83
0610002 Supplies Office	440.45	440.45
0610003 Supplies Custodial	9,141.72	9,141.72
0610011 Supplies Health	4,868.69	4,868.69

	4012 CARES/CRF	Total
0640000 Supplies Textbooks	4,264.00	4,264.00
0650000 Supplies Electronic Media Materials	1,165.25	1,165.25
Total 0600 Supplies	20,262.94	20,262.94
0700 Property		0.00
0730000 Equipment over \$1,500	6,853.09	6,853.09
Total 0700 Property	6,853.09	6,853.09
Total Expenses	93,305.29	93,305.29
NET OPERATING INCOME	0.00	0.00
NET INCOME	\$0.00	\$0.00

A/R Aging Detail

As of December 31, 2020

Date	Transaction Type	Num	Client	Business	Due Date	Amount	Open Balance
31 - 60 days past due							
11/30/2020	Invoice	1049	CDE	21 Food Svs Fund	11/30/2020	3,986.87	3,986.87
11/30/2020	Invoice	1050	CSI	6425 GEER	11/30/2020	5,932.82	5,932.82
Total for 31 - 60 days past due						\$9,919.69	\$9,919.69
1 - 30 days past due							
12/29/2020	Invoice	1051	CSI	6012 SSRG	12/29/2020	18,000.00	18,000.00
12/30/2020	Invoice	1055	CSI	6425 GEER	12/30/2020	902.27	902.27
Total for 1 - 30 days past due						\$18,902.27	\$18,902.27
Current							
12/31/2020	Invoice	1056	CDE	21 Food Svs Fund	12/31/2020	5,467.09	5,467.09
Total for Current						\$5,467.09	\$5,467.09
TOTAL						\$34,289.05	\$34,289.05

A/P Aging Detail

As of December 31, 2020

Date	Transaction Type	Num	Vendor	Business	Due Date	Past Due	Amount	Open Balance
1 - 30 days past due								
12/29/2020	Bill	1065	Minga Education Group Inc	11 General Fund	12/29/2020	14	105.00	105.00
Total for 1 - 30 days past due							\$105.00	\$105.00
Current								
12/01/2020	Bill	112921667	Comcast Holding Corporation	11 General Fund	12/31/2020	12	235.98	235.98
12/18/2020	Bill	32	Colorado Early Colleges Fort Collins	11 General Fund	01/17/2021	-5	23,888.78	23,888.78
12/18/2020	Bill	79698784	WAXIE Sanitary Supply	11 General Fund	01/17/2021	-5	328.36	328.36
Total for Current							\$24,453.12	\$24,453.12
TOTAL							\$24,558.12	\$24,558.12

2.9.2021 Executive Summary

Reporting:

- Nichole Schlagel, Principal - AAK
- Dylan Bono, Assistant Principal - AAK
- Shannon Gossard, Director of Business & Operations - MEG

Accountability

Renewal

Our charter contract has been reviewed and all revisions have been approved by CSI. We are set for CSI board approval on February 16.

Assessment

CMAS

The testing window has been extended: May 14th, 2021*

*Earliest start date for CMAS ELA and Math continues to be March 22nd, 2021

There will be coding for opt outs due to Covid that will not negatively impact the student.

WIDA/ACCESS

CDE announced an extension to the 20-21 ACCESS for ELLs testing window. The updated testing window is **January 11- March 12, 2021** (4 additional weeks).

We received WIDA ACCESS test materials on January 6th.

WIDA ACCESS: Dylan to administer testing

Mid year assessments will begin on January 25, 2021

DIBELS

Testing to be conducted the week of 1/25-1/28

Possible Schedule:

K-3 1/25-1/26

4-5 1/27 & 1/28

Additional staff to support: Aide and Theresa

NWEA MAP

ELA and Math Testing

February 1-9

4th and 5th grade-Monday 2/1

4th/5th-Tuesday 2/02

3rd-Wednesday 2/03

2nd-Thursday 2/04

1st-Monday 2/08

Kindergarten-Tuesday 2/09

Make-Up testing Wednesday-Thursday 2/10-2/11 (Make-up tests will be conducted by Admin)

Students who need accommodations aligned with their IEP will test with Theresa during their grade level scheduled time.

Remote students will be scheduled on Friday 2/5 for 2nd-5th grade and Friday 2/12 for Kinder and 1st.

School Culture**PBIS**

The January ICE Queen trophy went to Mrs's Guindon's Kindergarten class. We continue to acknowledge positive behaviors with the Dragon ticket emphasising Fairness, Integrity, Respect, and Excellence. Additionally covid protocols are being recognized by the Incredible Covid Examples (ICE) tickets in all classes, remote learning classrooms and EDP.

Social Emotional Learning

Currently all classes conduct a morning meeting or morning circle to provide the teacher an opportunity to connect with students and discuss current concerns and issues.

Community Engagement - Enhanced School Year

We held a Town Hall on January 28th. It was one of our largest turnouts for this type of event. We discussed successes we have had this year as well as

wanting their input regarding an Enhanced School Calendar for next year. We received lots of positive feedback about our transparency and wanting input regarding this possible change.

We have also started out Extended Day Programming. This has been a positive addition to our school year. We currently have 35 students who are utilizing this program either before or after school.

Current School Plans

We have provided our families with a digital survey as well as a paper survey to gather their input regarding the proposed Enhanced School Year Calendar. . The survey is collecting information on a scale of 1-5 (strongly disagree to strongly agree). The leading response is strongly agree. We are also asking for input on the positive impact of the calendar as well as challenges it may pose. We are waiting on 43 families to complete the questionnaire, or about 35% of eligible families. Targeted reminders have been sent to those families and we will continue to follow up. Once this data is collected we will evaluate the information as well as the opportunities with community agencies prior to making a decision. Please see attached report for full data from survey responses collected so far.

Q5. AAK should move towards an enhanced school calendar and offer care (low to no cost) during all breaks?								
Q2. Please select your child(ren)'s current grade level(s).								
Ver. Hori.		Kindergarten	1st Grade	2nd Grade	3rd Grade	4th Grade	5th Grade	Total
1 - Strongly Disagree	Count	1	1	0	3	2	1	6
	% of Total	1.00%	1.00%	0.00%	4.00%	3.00%	1%	8.00%
2 - Disagree	Count	3	2	0	0	1	1	5
	% of Total	4.00%	3.00%	0.00%	0.00%	1.00%	1%	6.00%
3 - Neutral	Count	8	4	3	5	3	1	23
	% of Total	10.00%	5.00%	4.00%	6.00%	4.00%	1%	29.00%
4 - Agree	Count	5	1	5	4	1	1	15
	% of Total	6.00%	1.00%	6.00%	5.00%	1.00%	1%	19.00%
5 - Strongly Agree	Count	5	8	7	10	6	1	31
	% of Total	6%	10%	9.00%	13.00%	8.00%	1%	39.00%
Total	Count	22	16	15	22	13	5	80
	% of Total	28%	20%	19.00%	28.00%	16.00%	6%	100.00%

Staffing Updates

We currently have two long term subs in the building:

Ted Caskey for Jeanett Turriago

Alex Dziaba for Eilish Poe-returning February 22, 2021

We have hired 3 aides to cover specials, lunches, and to provide interventions.

Brooke Brodnar

Breeann Sanchez

Rebecca Hyman

We hired 2 aides to work in our EDP option.

Steven Austin

Carrie Fredrickson

Enrollment

Re-enrollment opened on Feb 2 and will run until the end of the month. Kindergarten applicants were notified of acceptance on Feb 2. 1st-5th new enrollments will be notified on March 1.

	Eligible Students	Re-Enrolled	Not Re-Enrolling	UNSURE	New Applicants	Completed Apps	Potential Final Enrollment	Actual Final Enrollment
1/2 K							0	0
Full K					22	3	22	3
1st	35	16	0	1	4	0	39	16
2nd	23	8	0	0	8	0	31	8
3rd	25	10	0	0	1	0	26	10
4th	35	16	0	0	3	0	38	16
5th	24	11	0	0	1	0	25	11
HS							0	0
Headcount	142	61	0		39	3	181	64
FTE	142	61	0		39	3	181	64

Operations

Accounting

1099s have been completed and sent out. Q2 financials are attached and discussed in Treasurer's Report

Academy of Arts and Knowledge

2021-22 School Calendar draft 01.26.21 PROPOSAL

2	Teachers on duty
9/10	Pre-assessment Days
11	First Day of School
1	Virtual Kindergarten Orientation
6	Labor Day / No School
24	Fire Assembly
30	Student Showcase
8	Parent Teacher Conf./ No School
11-22	Fall Break/ Full Day Programming
5	Fire Assembly
19	Student Showcase
22-26	November Break/ Full Day Programming
16	Winter Festival
17	Fire Assembly
20-31	Winter Break / Full Day Programming
3-10	Winter Break Cont./ Full Day Programming
10	Staff Only/Full Day Programming
11	First Day Back to School
17	MLK Day / No School
28	Fire Assembly

August 2021							February 2022						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7			1	2	3	4	5
8	9	10	11	12	13	14	6	7	8	9	10	11	12
15	16	17	18	19	20	21	13	14	15	16	17	18	19
22	23	24	25	26	27	28	20	21	22	23	24	25	26
29	30	31					27	28					
September 2021							March 2022						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
			1	2	3	4			1	2	3	4	5
5	6	7	8	9	10	11	6	7	8	9	10	11	12
12	13	14	15	16	17	18	13	14	15	16	17	18	19
19	20	21	22	23	24	25	20	21	22	23	24	25	26
26	27	28	29	30			27	28	29	30	31		
October 2021							April 2022						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
					1	2						1	2
3	4	5	6	7	8	9	3	4	5	6	7	8	9
10	11	12	13	14	15	16	10	11	12	13	14	15	16
17	18	19	20	21	22	23	17	18	19	20	21	22	23
24	25	26	27	28	29	30	24	25	26	27	28	29	30
31													
November 2021							May 2022						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6	1	2	3	4	5	6	7
7	8	9	10	11	12	13	8	9	10	11	12	13	14
14	15	16	17	18	19	20	15	16	17	18	19	20	21
21	22	23	24	25	26	27	22	23	24	25	26	27	28
28	29	30					29	30	31				
December 2021							June 2022						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
			1	2	3	4				1	2	3	4
5	6	7	8	9	10	11	5	6	7	8	9	10	11
12	13	14	15	16	17	18	12	13	14	15	16	17	18
19	20	21	22	23	24	25	19	20	21	22	23	24	25
26	27	28	29	30	31		26	27	28	29			
January 2022							July 2022						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
						1						1	2
2	3	4	5	6	7	8	3	4	5	6	7	8	9
9	10	11	12	13	14	15	10	11	12	13	14	15	16
16	17	18	19	20	21	22	17	18	19	20	21	22	23
23	24	25	26	27	28	29	24	25	26	27	28	29	30
30	31						31						

4	Student Showcase
18	Parent Teacher Conferences/ Full Day Prog
21	President's Day / No School
25	Fire Assembly
5	Science Fair
14-25	Spring Break / Full Day Programming
1	Fire Assembly
8	Student Show Case
14	Talent Show
29	Fire Assembly
2 - 6	May Break/Full Day Programming
27	Fire Assembly
30	Staff on Duty/Full Day Programming
11	Arts Gala
16	Student Showcase
17	Fire Assembly
21	Field Day
22	Last Day of School
23	Staff on Duty/No Students
23	Summer Break/Full Day Programming

- Start & End Dates
- Pre Assessment Days
- Staff PD Day/Full Day Programming
- School Closed/Full Day Programming
- Summer Break/Full Day Programming
- School Closed/No Programming
- Start Time: 8:15am
- End Time: 3:20pm

1152.25 Student Contact Hours
 175 Student Contact Days
 185 Staff Contact Days

Survey Title: Enhanced School Year Survey
Report Type: Cross Tabulation
Start Date :29-Jan-21
End Date :26-Apr-27
Sent :0
Delivered :0
Bounced : 0
Completed :80
Unique Access Rate :0.00%
Incomplete :0
Incomplete Incl. in Report :0

Q5. AAK should move towards an enhanced school calendar and offer care (low to no cost) during all breaks?						
Q2. Please select your child(ren)'s current grade level(s).						
Q3. How many years have you been a part of the AAK community?						
1 - Strongly Disagree						
Ver. Hori.		0-1 year	1-2 years	3-4 years	4+ years	Total
Kindergarten	Count % of Total	0 0%	0 0%	1 17%	0 0%	1 17%
1st Grade	Count % of Total	0 0%	0 0%	1 17%	0 0%	1 17%
2nd Grade	Count % of Total	0 0%	0 0%	0 0%	0 0%	0 0%
3rd Grade	Count % of Total	1 17%	0 0%	2 33%	0 0%	3 50%
4th Grade	Count % of Total	0 0%	1 17%	0 0%	1 17%	2 33%
5th Grade	Count % of Total	0 0%	0 0%	1 17%	0 0%	1 17%
Total	Count % of Total	1 17%	1 17%	3 50%	1 17%	6 100%
2 - Disagree						
Ver. Hori.		0-1 year	1-2 years	3-4 years	4+ years	Total
Kindergarten	Count % of Total	2 40%	1 20%	0 0%	0 0%	3 60%
1st Grade	Count % of Total	0 0%	2 40%	0 0%	0 0%	2 40%
2nd Grade	Count % of Total	0 0%	0 0%	0 0%	0 0%	0 0%
3rd Grade	Count % of Total	0 0%	0 0%	0 0%	0 0%	0 0%
4th Grade	Count % of Total	0 0%	1 20%	0 0%	0 0%	1 20%
5th Grade	Count % of Total	0 0%	1 20%	0 0%	0 0%	1 20%
Total	Count % of Total	2 40%	3 60%	0 0%	0 0%	5 100%
3 - Neutral						
Ver. Hori.		0-1 year	1-2 years	3-4 years	4+ years	Total
Kindergarten	Count % of Total	7 30%	0 0%	1 4%	0 0%	8 35%
1st Grade	Count % of Total	0 0%	3 13%	0 0%	1 4%	4 17%
2nd Grade	Count	0	1	2	0	3

	% of Total	0%	4%	9%	0%	13%
3rd Grade	Count % of Total	0 0%	1 4%	4 17%	0 0%	5 22%
4th Grade	Count % of Total	0 0%	1 4%	1 4%	1 4%	3 13%
5th Grade	Count % of Total	0 0%	0 0%	0 0%	1 4%	1 4%
Total	Count % of Total	7 30%	6 26%	7 30%	3 13%	23 100%
4 - Agree						
Ver. Hori.		0-1 year	1-2 years	3-4 years	4+ years	Total
Kindergarten	Count % of Total	4 27%	0 0%	1 7%	0 0%	5 33%
1st Grade	Count % of Total	0 0%	1 7%	0 0%	0 0%	1 7%
2nd Grade	Count % of Total	1 7%	2 13%	2 13%	0 0%	5 33%
3rd Grade	Count % of Total	1 7%	0 0%	2 13%	1 7%	4 27%
4th Grade	Count % of Total	0 0%	0 0%	1 7%	0 0%	1 7%
5th Grade	Count % of Total	0 0%	0 0%	1 7%	0 0%	1 7%
Total	Count % of Total	5 33%	3 20%	6 40%	1 7%	15 100%
5 - Strongly Agree						
Ver. Hori.		0-1 year	1-2 years	3-4 years	4+ years	Total
Kindergarten	Count % of Total	4 13%	0 0%	1 3%	0 0%	5 16%
1st Grade	Count % of Total	6 19%	2 6%	0 0%	0 0%	8 26%
2nd Grade	Count % of Total	1 3%	2 6%	2 6%	2 6%	7 23%
3rd Grade	Count % of Total	2 6%	3 10%	1 3%	4 13%	10 32%
4th Grade	Count % of Total	1 3%	1 3%	1 3%	3 10%	6 19%
5th Grade	Count % of Total	0 0%	0 0%	0 0%	1 3%	1 3%
Total	Count % of Total	12 39%	7 23%	4 13%	8 26%	31 100%

Q 2 Please select your child(ren)'s current grade level(s).	Q 3 How many years have you been a part of the AAK community?	Q 4 Our family currently utilizes or has utilized in the past AAK's Extended Day Program	Q 5 AAK should move towards an enhanced school calendar and offer care (low to no cost) during all breaks?	Q 6 Our family would utilize the full day programming during days school is not in session (free to low cost for families - see sample breakdown above)	Q 7 What do you see as the benefits for your family in moving towards an Enhanced School Year Calendar?	Q 8 What do you see as the obstacles for your family in moving towards an Enhanced School Year Calendar?
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3rd Grade	4+ years	Yes	5 - Strongly Agree	Yes, we would utilize this program year-round.	I think with the current time we are living in it will benefit the student to know that they will have support always.	Covid will continue to be a challenge but I think you are doing a great job and appreciate all the things you have put in place.
2nd Grade	4+ years	Yes	5 - Strongly Agree	Yes, we would utilize this program year-round.	The wonderful learning environment and socialization, Consistency and better retention for learning	Nothing so far. Seems great as we will be headed back to in person work.
4th Grade	4+ years	No	1 - Strongly Disagree	No, I don't anticipate that our family would utilize this program.	I don't see benefits for this! I'm extremely disappointed that I was not given the chance to think about this when school of choice was an option! I feel like I have fought to many battles this year with AAK right when I was feeling things were back to normal this was dropped in our lap. There has been enough changes in my kiddos life the past year I get change is good but this is ridiculous!	While other kids are out of school she will be in school. This would be her last year with aak and I would hate to see her have one month of summer then have to transition to middle school the beginning of August CEC starts earlier than aak. Her sister and her would be on different schedules. I have a whole email written to the board, I'm seriously unhappy! This should have been asked while school of choice was an option I have to say that again! I would have pulled her! Seriously way too many headaches this year!
1st Grade	1-2 years	Yes	3 - Neutral	Yes, we would utilize this program year-round.	Unique educational possibilities - though none of these have been explained	Being on a different schedule than the rest of the city - with friends
Kindergarten	0-1 year	No	3 - Neutral	No, I don't anticipate that our family would utilize this program.	Allowing kids to maintain socialization and help academically	Allowing kids to have the summers off to be kids. Covid really was difficult for the little ones and allowing kids to have a break and be free to go camping, hiking, swimming is essential.

3rd Grade	3-4 years	Yes	5 - Strongly Agree	Yes, we would utilize this program year-round.	A more consistent schedule year round, and a more consistent community for my daughter during school-out days. She would see the same friends at school and at "daycare" at the school, instead of friends at school and summer friends at a completely different daycare.	----'s father and I are not together, and this change might make it difficult for him and I to agree on a completely different parenting schedule than what we currently have ordered by the court.
4th Grade	4+ years	Yes	5 - Strongly Agree	Yes, we would utilize this program year-round.	One of the benefits for our daughter would be more frequent breaks; having the option to do more activities at school would also be a benefit. We have missed the activities at AAK this past year and have always enjoyed that there are opportunities for activities at the school. I did quite a lot of research and reached out to my network about ehanced school year and heard so many good things. I am a little sad we'll only get to see the benefit of this for one year as it's ----'s last year next year. One question I would have is if we could sign up only for the days that work for our family so that during some of the breaks we could take time off. We'd be paying the \$200/year fee and this would SUBSTANTIALLY be less than we pay for summer camp. Additionally, for our family as my husband is a teacher, it still gives us time together in the summer but shortens the time for her at home or in camp/activities. She usually is over summer	With the activities at the school running on the same timeline at school it should work well. If the activities have a hard 8:15 drop off that might make things harder for us as being able to drop off at 7:50 allows me to get to work on time. Otherwise I'm very excited about this.

					by mid July so this would fit for her!	
Kindergarten	0-1 year	No	3 - Neutral	No, I don't anticipate that our family would utilize this program.	More opportunities for us as a family to take more trips throughout the year instead of waiting until the summer like everyone else. I agree that this would also help everyone feel less burnout.	As of right now this would work for our family so I do not see any issues.
4th Grade	1-2 years	Yes	1 - Strongly Disagree	No, I don't anticipate that our family would utilize this program.	None .	An enhanced school year would have no benefits for our family . ---- thrives on consistency and routine. This schedule would likely cause him distress and we don't feel would benefit him educationally. (Too many breaks and having to get back into routine over and over) . As a family we have a trip planned to see family in August that would need to be cancelled (only time we can plan this trip and have not seen family in 1.5 years) . The other negative is that most 5th graders will get out in May and he will have a much shorter summer going into middle school. Also it's very hot in the summer and feel it's better to be outside enjoying the weather (have a pool membership that then would not be used much... plus we love our family summer time fun). The really big negative is we feel this should have been

						talked about prior to school choice ending. For the parents that don't want this it then makes it now impossible to get our students into another school that we would choose.
1st Grade , 3rd Grade	1-2 years	Yes	5 - Strongly Agree	Yes, we would utilize this program year-round.	Diversity, shorter summer break	Lack of routine, concerns for behavioral issues and IEP maintenance
Kindergarten	0-1 year	No	3 - Neutral	No, I don't anticipate that our family would utilize this program.	I feel like the children will be able to focus more with the breaks.	Some kids would think they are on break for the rest of the year. When it came back to doing school it could result in them having a very hard time getting back into routine.
3rd Grade	3-4 years	Yes	4 - Agree	No, I don't anticipate that our family would utilize this program.	Easier to plan family trips through out the year	-
3rd Grade , 4th Grade	4+ years	Yes	1 - Strongly Disagree	No, I don't anticipate that our family would utilize this program.	Absolutely none, we will not be attending AAK next year if this is the direction the school will be going.	I have children on multiple grades and different schools. Next year if we stayed at AAK 2 of 3 children would be enrolled in school year round. The following year 1 of 3 children would be in school year round. This would be extremely disruptive for the next two years until all of my children are past grade school and back . We will not be supporting or participating in this change .
Kindergarten , 2nd Grade	3-4 years	No	5 - Strongly Agree	Yes, we would utilize this program some of the time.	I grew up in Europe and the school year was scheduled similarly to this. It was a great way to learn.	None

1st Grade	0-1 year	Yes	5 - Strongly Agree	Yes, we would utilize this program some of the time.	Recovering from COVID	None
4th Grade	0-1 year	No	5 - Strongly Agree	Yes, we would utilize this program some of the time.	The benefits are that my child gets to participate in the activities.	The covid could make us go into full online learning
3rd Grade	3-4 years	Yes	3 - Neutral	Yes, we would utilize this program year-round.	Day program for breaks which foster AAK learning and culture.	Although anything new brings questions, I do not see any obstacles for my family provided care during breaks is certain.
Kindergarten , 3rd Grade	3-4 years	Yes	1 - Strongly Disagree	No, I don't anticipate that our family would utilize this program.	We aren't interested in a year-round school.	We prefer letting our kids fully enjoy the summer, and get outside as much as possible during that time.
Kindergarten	0-1 year	No	5 - Strongly Agree	Yes, we would utilize this program year-round.	With my son being an only child not only will this help his social skills, but his academics will improve. In my opinion I think its best to keep our kids minds engaged as much as possible and with those short breaks throughout the year will be just what they need to keep from burning out like I used to as a kid growing up. This is a wonderful idea and I hope we are able to go through with this plan for the next school year!	I see no obstacles.
Kindergarten	0-1 year	Yes	3 - Neutral	Yes, we would utilize this program some of the time.	I feel there would be a benefit in the breaks to reduce burnout in the teachers and the students collectively. I feel that might be the biggest benefit all around.	I like that AAK will provide the option to provide the care on out of school days. Because that would be our biggest obstacle as a family. However, it is also a concern to me having the same teachers provide the care. With that, would the amount of burnout be reduced for everyone? And if not,

						is there a bigger benefit that makes us convinced we should change calendar? It seems the studies say academically the students end the year at the same levels with either calendar set up.
3rd Grade	1-2 years	Yes	3 - Neutral	Yes, we would utilize this program some of the time.	Most families work year round this could help families developed a lifestyle of learning. I do prefer 4 day week model. I like the consistency and innovative way this will continue to educate children. The optional full day programming and free before/after day programming supports families so they can work to provide for their family. I would suggest moving one of the extra weeks in October, January and March to the last week of months Jan, Feb and April . Just my opinion to create even more consistency. I really appreciate the affordable cost for out of school daycare, as well. I would hope that this give my a more disciplined lifestyle of learning. Thank you	Transition to a shorter summer. However with more breaks during the year we may adjust easier to the enhanced format. As mentioned earlier, this could maintain a mindset of learning, and develop a lifestyle of learning for families.
3rd Grade	1-2 years	Yes	5 - Strongly Agree	Yes, we would utilize this program year-round.	I went to a year round school as a kid and it was an asset in so many ways. I think it helps students and educators to be more focused and engaged	I do not see any obstacles
1st Grade , 5th Grade	3-4 years	Yes	1 - Strongly Disagree	Yes, we would utilize the program rarely.	None	We like having a full summer break, and it would be challenging to be driving kids to school when the school where Erik

						teaches is not in session. Also, our family endured so many changes and disruptions due to covid. Do we seriously have to add reworking the entire school calendar to that list? Now? Really?
3rd Grade	3-4 years	Yes	4 - Agree	Yes, we would utilize this program some of the time.	My son would be less likely to forget things during the summer.	May have issues with drop off or pick up during breaks depending on hours available.
3rd Grade	0-1 year	No	1 - Strongly Disagree	No, I don't anticipate that our family would utilize this program.	If it means happier teachers that is already a huge benefit and also reducing the summer slide.	It would be a different calendar from our other kids schools, Psd and CEC (Front range/Aims) and CSU. Both our families live abroad so it would make it much harder to travel and visit them. Biggest obstacle for us is shorter summer vacations which are very important to our family.
Kindergarten , 3rd Grade	3-4 years	Yes	3 - Neutral	No, I don't anticipate that our family would utilize this program.	Summer continued schedule from our homeschool year	Perhaps aligning our schedules with the schools. If it will align, or if it's best to move to homeschool 5 days a week etc we
Kindergarten	0-1 year	Yes	3 - Neutral	Yes, we would utilize this program year-round.	Giving the teachers/student more breaks	Matching schedules for siblings or other family member in other school districts.
2nd Grade	1-2 years	Yes	4 - Agree	Yes, we would utilize this program year-round.	Learning opportunities in other areas	Not sure
3rd Grade	4+ years	Yes	5 - Strongly Agree	Yes, we would utilize this program some of the time.	I think more breaks is helpful for everyone, especially since the school plans to offer low cost/free care during those breaks. I also like the 6 weeks off in the summer. It isn't so long	I don't see any at this time.

					they forget everything, but it is still a chance for families without this schedule to utilize the summer months together!	
3rd Grade	0-1 year	No	4 - Agree	Yes, we would utilize this program year-round.	An affordable summer care option	None at this time
3rd Grade , 5th Grade	4+ years	Yes	5 - Strongly Agree	Yes, we would utilize this program some of the time.	Improved learning environment for our children.	Scheduling conflicts with older sibling in middle school
4th Grade	4+ years	No	3 - Neutral	No, I don't anticipate that our family would utilize this program.	Keeping my child in track with her learning and schedule	Nothing really
1st Grade	1-2 years	Yes	4 - Agree	Yes, we would utilize this program some of the time.	N/A	N/A
2nd Grade	3-4 years	Yes	3 - Neutral	Yes, we would utilize this program some of the time.	I feel like less interrupted learning due to covid and as mentioned, the slide that happens during long summer breaks as well would be some benefit.	Getting used to the newer model as a whole as well as having the children at school so often when in school for 6 weeks at a time, plus if need to utilize the full day programming.
4th Grade	4+ years	Yes	5 - Strongly Agree	Yes, we would utilize this program some of the time.	Nothing	It not working with the other kids school schedule, work,
3rd Grade	0-1 year	Yes	5 - Strongly Agree	Yes, we would utilize this program year-round.	Being able to maintain our career over the summer without having to stress about child care, and our daughter can deepen her relationships with the kids she already goes to school with.	There is no issue that comes to mind
2nd Grade	3-4 years	Yes	5 - Strongly Agree	Yes, we would utilize this program year-round.	More consistency in location she goes, socially more consistent, catch up academically, time for vacations and additional down time at home afterwards, less burn out financially	None

					helpful with EDP option	
3rd Grade	0-1 year	No	5 - Strongly Agree	Yes, we would utilize this program year-round.	I believe the new program would help keep the learning momentum going so that there wouldn't be as much of a gap to fall behind during the summer break.	Care during the off times would be a struggle if it weren't included.
5th Grade	3-4 years	No	4 - Agree	No, I don't anticipate that our family would utilize this program.	N/A	N/A
Kindergarten , 2nd Grade	0-1 year	No	5 - Strongly Agree	Yes, we would utilize this program some of the time.	Catching up on education that they missed out on during Covid/at home instruction	Summer not being as long as we're used to.
1st Grade	4+ years	Yes	3 - Neutral	Yes, we would utilize this program some of the time.	Consistency with learning instead of long less frequent breaks that may cause learning loss.	As long as there is care options during the breaks that don't align with our schedule, it will be fine. No foreseeable obstacles.
1st Grade	0-1 year	No	5 - Strongly Agree	Yes, we would utilize this program some of the time.	More care. Less summer regression.	None
2nd Grade	1-2 years	Yes	5 - Strongly Agree	Yes, we would utilize this program some of the time.	The extended day program is the main reason we started at AAK. Being a single mom working 2 jobs this was soooooo incredibly helpful.	None
1st Grade	0-1 year	No	5 - Strongly Agree	Yes, we would utilize this program year-round.	Less shock for ---- in returning to school after summer break, more consistency in learning all year round. Would be extremely helpful for planning purposes around work/family life balance and finding childcare during times of breaks.	Not many. I think after last year and the effects covid had on children/ family life and learning abilities, its time to start fresh and make a new normal.
1st Grade	1-2 years	No	2 - Disagree	No, I don't anticipate that our family would utilize this program.	possible boost of learning	student burnout, multiple siblings at home but not Carson, vacation interruptions and fear of teacher

						turnover
1st Grade	1-2 years	Yes	3 - Neutral	No, I don't anticipate that our family would utilize this program.	work	vacations, birthdays
1st Grade	1-2 years	Yes	5 - Strongly Agree	Yes, we would utilize this program year-round.	a routine for my son help with child care, my won wont fall behind academically he will get to see his friends get to have more child interaction	getting him to the school, or after. Single mother for works.
Kindergarten , 1st Grade	1-2 years	Yes	3 - Neutral	did not answer	did not answer	did not anser
Kindergarten	0-1 year	No	4 - Agree	Yes, we would utilize this program year-round.	did not answer	did not answer
2nd Grade	4+ years	Yes	5 - Strongly Agree	Yes, we would utilize this program some of the time.	i feel like students would experience less "simmer slide" I also feel like breaks are necessary for childre. I think for teachers too. They need a reset. I also feel like academically after covid we need this	our biggest obstacles would be just gettings used to shorter summers and child care when jobs return and covid is over, o=hoever we have a harder time during such long sumemrs also childre knowing all their friends are out of school and they aren't. This may pose as a distraction for some students.
Kindergarten , 1st Grade	0-1 year	No	5 - Strongly Agree	Yes, we would utilize this program some of the time.	I feel it will give our boys a chance to catch up on all the lost time and stay up to date	none
Kindergarten	0-1 year	No	4 - Agree	Yes, we would utilize this program some of the time.	Better overall experience at school help teachers and student have postive outcomes	scheduling, travel, quality of partnerships
1st Grade	0-1 year	No	5 - Strongly Agree	Yes, we would utilize this program year-round.	i think children would be able to get caught up due to voice it would also be nice to space out the braks throughout the year vs just summer	n/a
2nd Grade	1-2 years	Yes	4 - Agree	Yes, we would utilize this	My daughter gets to learn how and blossom	I dont see any obstacles I'd like get

				program some of the time.		our daughter ready for 3rd grade
2nd Grade	1-2 years	No	3 - Neutral	Yes, we would utilize this program some of the time.	Not sure. Still thinking.	Unsure at this time.
3rd Grade , 5th Grade	1-2 years	Yes	5 - Strongly Agree	Yes, we would utilize this program year-round.	I think having an enhanced school year would allow kids to maintain their education at a higher level. I think that shorter breaks and vacations will allow students to retain information.	I think that this will actually remove obstacles for parents and families.
4th Grade	3-4 years	Yes	4 - Agree	Yes, we would utilize this program year-round.	Enhanced learning and breaks from the intensity, new experiences	Not enough summer?
1st Grade	0-1 year	No	5 - Strongly Agree	Yes, we would utilize this program year-round.	Better knowledge, get caught up from the COVID gap	No obstacles
Kindergarten	0-1 year	No	2 - Disagree	No, I don't anticipate that our family would utilize this program.	None...Our other child attends public school and we would prefer them to be on the same schedule	Not having our children on the same schedule
4th Grade	3-4 years	Yes	3 - Neutral	Yes, we would utilize the program rarely.	Equal spread for breaks	N/a
3rd Grade	4+ years	Yes	4 - Agree	Yes, we would utilize this program year-round.	Less concentrated time off. That means probably more retention.	Possible different breaks than siblings.
Kindergarten , 2nd Grade	3-4 years	Yes	4 - Agree	Yes, we would utilize this program year-round.	Would keep the kids learning all year round and would be nice for them to have all day care on days not in school	None, as long as the kids have long enough breaks so we can go back to KS to see family
2nd Grade	3-4 years	Yes	4 - Agree	Yes, we would utilize this program year-round.	As both parents work this would be beneficial as we would have less stress finding affordable child care during breaks. Our son also does much better with the structure of in prson learning. We look forward to seeing what will be offered during breaks.	I don't see any adverse effects of this schedule for our family.

2nd Grade	1-2 years	Yes	5 - Strongly Agree	Yes, we would utilize this program year-round.	More Learning (needed because of the pandemic)	None
4th Grade	3-4 years	Yes	5 - Strongly Agree	Yes, we would utilize this program year-round.	Less learning gaps. More opportunity for Mila to be with her friends and school community.	none if there will be child care during breaks
4th Grade	1-2 years	No	3 - Neutral	No, I don't anticipate that our family would utilize this program.	no answer	no answer
1st Grade	1-2 years	Yes	3 - Neutral	Yes, we would utilize this program some of the time.	Children won't become so disconnected from their learning practices	custody arrangements
Kindergarten	0-1 year	No	4 - Agree	Yes, we would utilize this program some of the time.	Shorter more frequent breaks. Enrichment opportunities.	Work logistics potentially
4th Grade , 5th Grade	1-2 years	No	2 - Disagree	No, I don't anticipate that our family would utilize this program.	More learning	I don't think this will benefit kids transitioning into middle school but might be beneficial for the lower grades
Kindergarten , 2nd Grade	0-1 year	No	4 - Agree	Yes, we would utilize this program some of the time.	With breaks spread out and less time away from learning would help my children who do well with routines and consistent learning as they really suffered during remote learning as may need interaction with teachers and friends.	I personally wouldn't have any issues or obstacles.
3rd Grade	3-4 years	Yes	3 - Neutral	Yes, we would utilize this program some of the time.	Less of a summer decline with shorter summer, full day programming will be nice for working parents, possibly less burnout at end of year due to more breaks throughout the year.	Shorter summer break. --- spends a week with grandparents and a week with her aunt and it will be hard to plan in shorter timeframe. Her cousins go to PSD and will be hard for her when they are out of school and she is still in. Being in school for more than 10 months, even with

						break, may actually cause more burnout. Depending on what the full day programming is, I wouldn't want her to feel it is more school during the breaks. That needs to be little learning but mostly fun.
2nd Grade	3-4 years	Yes	3 - Neutral	Yes, we would utilize this program some of the time.	Not sure would have to see how the educational year goes	Vacation planning might become more of a challenge
4th Grade	1-2 years	Yes	5 - Strongly Agree	Yes, we would utilize this program some of the time.	my child will be with peers more of the time/exposed to different activities	family vacations in summer
3rd Grade	3-4 years	Yes	3 - Neutral	Yes, we would utilize this program some of the time.	Breaks in the year would be nice. However, from August to the October break seems like a long time in comparison to the rest of the calendar.	Expected breaks as they transition to a new school. Lapses in learning. Lack of peer contact during the breaks.
Kindergarten	0-1 year	Yes	3 - Neutral	Yes, we would utilize this program some of the time.	Planning ahead	N/A
Kindergarten	0-1 year	No	2 - Disagree	No, I don't anticipate that our family would utilize this program.	I'm not sure that we would utilize this program	We more than likely wouldn't utilize the off of school programs so I'm unsure if she will feel included with the school as a whole overall .

CHARTER SCHOOL RENEWAL AGREEMENT

BETWEEN

THE COLORADO CHARTER SCHOOL INSTITUTE

AND

THE ACADEMY OF ARTS AND KNOWLEDGE

Contents

SECTION 1: RECITALS	1
SECTION 2: THE SCHOOL	2
2.1 Parties.	2
2.2 Term.	3
2.3 Charter School Legal Status.	3
2.4 Milestones.	3
2.5 Contacts.	3
SECTION 3: INSTITUTE-SCHOOL RELATIONSHIP	4
3.1 Institute Responsibilities and Rights.	4
3.2 School Responsibilities and Rights.	5
3.3 Procedures for Contract Amendments.	8
3.4 Voluntary Dispute Resolution.	8
3.5 Other Remedial Courses of Action	9
3.6 Institute Violations of State Charter Law or Breaches of This Contract	10
SECTION 4: SCHOOL GOVERNANCE	10
4.1 Governance.	10
4.2 Corporate Purpose.	10
4.3 Transparency.	11
4.4 Conflict of Interest Policy.	11
4.5 Grievance Policy.	11
SECTION 5: OPERATION OF SCHOOL AND WAIVERS	11
5.1 Operational Powers.	11
5.2 Performance Evaluations.	12
5.3 Transportation.	12
5.4 Food Services.	12
5.5 Insurance.	12
5.6 Volunteer Requirements	13
5.7 Nonreligious, Nonsectarian Status	13

5.8	Commitment to Nondiscrimination.	13
5.9	Waivers	13
SECTION 6: SCHOOL ENROLLMENT AND DEMOGRAPHICS		14
6.1	School Enrollment and Demographics	14
6.2	Student Recruitment and Enrollment	14
6.3	Continuing Enrollment	15
6.4	Indigent Students	15
6.5	Denial of Admission.	15
SECTION 7: EDUCATIONAL PROGRAM		15
7.1	Vision and Mission.	15
7.2	Contracting for Core Educational Services.	15
7.3	Educational Accountability, School Performance and Accreditation.	15
7.4	Performance Frameworks and CSI Annual Review of Schools.	16
7.5	Student Performance Goals	16
7.6	Monitoring.	16
7.7	Renewal	16
7.8	Framework Amendment.	17
7.9	Student Attendance.	17
7.10	Conduct and Discipline.	17
7.11	Student Welfare and Safety.	17
7.12	School Calendar; Hours of Operation.	19
7.13	Online Program	19
7.14	Additional Programs	19
7.15	Curriculum, Instructional Program, and Pupil Performance Standards	19
7.16	Exceptional Students.	20
7.17	Assessment of Pupil Performance and Procedures for Corrective Action.	23
SECTION 8: FINANCIAL MATTERS		23
8.1	Funding and Disbursement of Per Pupil Revenue	23
8.2	Disbursement of PPR Funding.	24
8.3	Adjustment to Funding.	25
8.4	Budget.	25

8.5	Enrollment Projections.	25
8.6	TABOR Reserve.	26
8.7	Non-appropriation of Funds.	26
8.8	Contracting.	26
8.9	Financial Reporting	27
8.10.	Timing	28
SECTION 9: PERSONNEL		28
9.1	Employee Status.	28
9.2	Employee Policies.	28
9.3	Employee Qualifications.	28
9.4.	Background Checks; Fingerprinting	29
SECTION 10: FACILITIES		29
10.1	Facility.	29
SECTION 11: RENEWAL, REVOCATION, AND SCHOOL-INITIATED CLOSURE		29
11.1	Renewal Process.	29
11.2	Criteria for Non-Renewal or Revocation	30
11.3	School-initiated Termination.	30
11.4	Dissolution.	30
11.5	Return of Property	31
11.6	Termination and Appeal Procedures	31
11.7	Survival of Certain Contract Terms.	31
SECTION 12: GENERAL PROVISIONS		31
12.1	Order of Precedence	31
12.2	Amendments.	32
12.3	Merger.	32
12.4	Non-assignment.	32
12.5	Governing Law and Enforceability.	32
12.6	No Third-party Beneficiary.	32
12.7	No Waiver.	32
12.8	Notice.	32
12.9	Severability	33

12.10 Conflict with Exhibits	33
12.11 Counterparts; Signature by Facsimile	33
12.12 Business Days.	33
EXHIBIT A: RESOLUTION TO APPROVE THE CHARTER RENEWAL APPLICATION	35
EXHIBIT B: ARTICLES OF INCORPORATION AND BYLAWS	38
EXHIBIT C: REQUESTED WAIVERS	52
EXHIBIT D: MILESTONES	58
EXHIBIT E: ENROLLMENT PROCEDURES	59

CHARTER SCHOOL RENEWAL CONTRACT

This charter school renewal contract (the “Contract”) is effective as of the date of execution for a contract term to begin July 1, 2021, by and between the State Charter School Institute (the “Institute” or “CSI”) and The Academy of Arts and Knowledge State Charter School, doing business as The Academy of Arts and Knowledge, (the “School”), for the renewal of a Charter School, organized as a Colorado nonprofit corporation, located in Fort Collins.

SECTION 1: RECITALS

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

WHEREAS, The Colorado General Assembly has subsequently enacted **C.R.S. §§ 22-30.5-501 *et seq.***, (the “State Charter Institute Act”) authorizing the creation of the Institute and empowering the Institute to enter into charter school contracts as specified therein;

WHEREAS, pursuant to **C.R.S. §§ 22-30.5-503(1)(b)(III), -504(1), and -508(1)**, the Institute has the authority to approve applications to establish charter schools in the State of Colorado and thereafter to enter into contracts with such schools setting forth the terms and conditions under which a charter school is to operate;

WHEREAS, the existing charter school contract between the Colorado Charter School Institute (the “Institute”) and Academy of Arts and Knowledge (“AAK” or “the Applicant”) was set to expire on June 30, 2021;

WHEREAS, during the Spring of 2020, the Applicant was notified along with all renewal schools that the foundation for the charter school renewal analysis and decision-making would be the CSI Annual Review of Schools (CARS);

WHEREAS, on June 16, 2020 the CSI Board Performance Management Committee convened to discuss and approve modifications to the charter renewal process in response to the suspension of state assessments during the 2019-2020 school year and the COVID-19 pandemic;

WHEREAS, during the Fall of 2020, CSI received a charter renewal application from the Applicant;

WHEREAS, the renewal application process was conducted in accordance with Colorado law C.R.S. § 22-30.5-511;

WHEREAS, during the Fall of 2020, the CSI Board held a public hearing during which the Applicant provided information to the Board and answered questions about the renewal application;

WHEREAS, the renewal application was examined in accordance with national best practices for charter school application review which included, but was not limited to, CSI staff review of all available cumulative annual and interim student performance data, school financial performance data, governance/operations data, and other outcomes data covering the full term of the Applicant's contract;

WHEREAS, during the Fall of 2020, CSI staff conducted a site visit to corroborate and augment the information found in the charter renewal application and the CARS Report, and verify that the Applicant is implementing identified improvement strategies with fidelity;

WHEREAS, on November 6, 2020, the Applicant received its preliminary CARS Report summarizing cumulative academic information, financial and operations information and its CSI Accreditation Rating; and had the opportunity to provide additional information related to the preliminary CARS Report and the annual review documentation;

WHEREAS, on December 4, 2020, CSI staff provided a copy of the staff report and renewal recommendation, to the Applicant;

WHEREAS, on December 8, 2020, the CSI Board Performance Management Committee convened to discuss the application and the staff recommendation, and the recommendation was forwarded to the full Board for consideration at the December 15, 2020 CSI Board Meeting; and

WHEREAS, the CSI Board fully considered the renewal request from the Applicant, as well as the recommendation report from CSI staff, and all the additional information provided by the Applicant;

WHEREAS, on December 15, 2020, the Institute approved the Renewal Application, subject to certain conditions and negotiation and execution of a contract acceptable to the Institute and to the School, as reflected in Institute Resolution # 2037, which is attached hereto as **Exhibit A** and is incorporated by reference herein, and the negotiated Milestones, which are attached hereto as **Exhibit D** and are incorporated herein by reference; and

WHEREAS, this Contract, together with the Original Charter Application and Renewal Application (both as modified and incorporated by reference herein) and with the attachments and exhibits thereto (collectively, the "Applications"), contains the complete understanding and agreement of the Parties as further described in **Sections 12.1, 12.3, and 12.10**.

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

AGREEMENT

SECTION 2: THE SCHOOL

2.1 Parties. This Agreement is entered into between the Board of Directors of the School (“School Board”) and the Institute. The person authorized to sign on behalf of the School is the Chair of the School Board and as attested by the Secretary of the School Board. The person authorized to sign on behalf of the Institute is the Chair of the Board of Directors of the Institute and as attested by the Secretary of the Board of Directors.

2.2 Term. This Contract is effective as of the date of execution for a charter term to begin July 1, 2021 and terminate on June 30, 2026. This Contract may be renewed in accordance with the State Charter Institute Act, the Institute rules, and as set forth in **Section 11** below. Although this Contract is for operation of the School as a charter school for a period of 5 years, any financial commitment on the part of the Institute contained in this Contract is subject to annual appropriation by the General Assembly and the parties agree that the Institute has no obligation to fund the financial obligations under this Contract other than for the current year of the Contract term; and that the Institute has not irrevocably pledged and held for payment sufficient cash reserves for funding the School at or above the per pupil allocation or for providing services described herein for the entire term of the Contract.

2.3 Charter School Legal Status. The School represents that it is and shall maintain its status as a Colorado nonprofit corporation—separate from any other nonprofit entity, unless approved in advance in writing by the Institute—in accordance with **C.R.S. § 22-30.5-507(4)** and the Colorado Revised Nonprofit Corporation Act. The School is to remain organized and maintained as a separate legal entity from the Institute for all purposes of this Contract. As provided by the Charter Schools Act, the School will constitute a public school in Colorado. Notwithstanding its existence as a separate legal entity, the educational programs conducted by the School are considered to be operated by the School as a public school under the legal supervision of the Institute. As such, the School is subject to Colorado laws and Institute policies that are applicable to public schools unless waived in accordance **Section 5.9** of this Contract.

2.4 Milestones. The School represents that it negotiated each Milestone incorporated herein and came to a mutually agreeable understanding with the Institute for each Milestone included in the application recommendation and application approval resolution and attached hereto as **Exhibit D**. The School shall meet all of the Milestones attached hereto as **Exhibit D** by the identified dates. Completion of the Milestones is subject to review and approval by the Institute. Failure to timely or adequately fulfill any material term of the Milestones, as determined by the Institute, shall be considered a material violation of conditions, standards or procedures provided for in the Contract and shall be grounds for intervention or revocation of the Charter pursuant to **Section 3.5** and **Section 11** of the Contract. In its sole discretion, the Institute may waive or modify the Milestones contained therein or may grant the School an additional planning year upon good cause shown.

2.5 Contacts. Each year, the School shall submit a contact identification form in accordance with Institute procedures which identifies a primary School contact in addition to contact information for Board members and other key School personnel. The Institute will follow the information provided on the contact identification form in communicating with the School, but reserves the right to communicate with other School personnel or School Board members depending on the nature and subject matter of the communication. The School agrees to timely notify the Institute of any material changes to the information provided on the contact identification form. Formal notices shall be sent in accordance with **Section 12.8** below.

SECTION 3: INSTITUTE-SCHOOL RELATIONSHIP

3.1 Institute Responsibilities and Rights.

A. **Oversight Authority.** The Institute shall have broad oversight authority over the School pursuant to **C.R.S. §§ 22-30.5-503(5), -505, and -507(2)**, and the State Board of Education (the “State Board”) shall also have general supervision of the School pursuant to **C.R.S. § 22-30.5-503(6)**. The School shall be accountable to the Institute and is subject to all applicable federal and state statutes, regulations of the State Board and the Colorado Department of Education, and Institute policies and regulations, unless specifically waived.

B. **Right to Review.** To fulfill its accountability responsibility, all records established and maintained in accordance with the provisions of this Contract (including records established and maintained under federal state, and institute law and policy) shall be open to inspection and review and made available in a timely manner to Institute officials who have legitimate educational interests in such records within the meaning of the Family Educational Rights and Privacy Act (“FERPA”), subject to the limitations set forth below. Records include, but are not limited to, the following:

- i. School records including, but not limited to, student cumulative files, policies, special education and related services;
- ii. Financial records, including bank statements;
- iii. Educational program, including test administration procedures and student protocols;
- iv. Interim assessment measures;
- v. Personnel records, including evidence that criminal background checks have been conducted;
- vi. School operations, including health, safety and occupancy requirements; and
- vii. Inspection of the facility.

Further, this Contract makes explicit the Institute's right to make announced or unannounced visits to the School to fulfill its oversight responsibilities. Records must be maintained in Colorado and Institute staff must be granted unlimited access to any electronic student record systems.

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

C. **Complaints.** In accordance with Institute policy, complaints received by the Institute will first be directed to the School's administration and then to the School Board for resolution. Where a grievant has followed the School's Grievance Policy and escalates the complaint to the Institute pursuant to the CSI Grievance Policy, the Institute agrees to notify the School and, if appropriate, the School Board of any such complaint within five (5) business days of receipt of the complaint and will include information about the substance of the complaint. Due consideration shall be accorded to any complainant's request for anonymity.

D. **Feedback About Progress.** The Institute will provide information to the School about its status in relationship to the requirements contained in **Section 7** in accordance with the CSI Annual Review of Schools and associated timelines.

E. **Access to Data and Information.** The Institute will timely provide the School with access to any data and information pertaining to the School that it receives from the State or other sources including but not limited to test scores, Exceptional Student Education Act data, school improvement status, accreditation, special education, and funding information.

F. **Accreditation Data and Process.** No later than five (5) business days following the receipt of the information, the Institute shall provide to the School the data used by the Colorado Department of Education ("Department") to conduct its analysis of the School's performance and the Department's initial recommendation considering the type of performance plan the School should be required to implement. The Institute shall give due consideration to any appeal made by the School to the plan assignment, provided that the School has submitted valid and reliable data for consideration in accordance with a reasonable deadline established by the Institute. The Institute shall present any appeal it reasonably determines to be valid to the Department in accordance with **CCR 301-1**. No later than five (5) business days following the receipt of the information, the Institute shall provide to the School the final plan assignment determination that the School shall implement. No later than ten (10) business days following approval by the Institute Board, the Institute shall provide to the School the final accreditation status assigned to the School and the Institute's assessment of the

progress made by the School toward the goals and objectives set forth in **Section 7** of this Contract.

3.2 School Responsibilities and Rights.

A. **Records.** The School shall comply with applicable federal and state laws concerning the maintenance, retention and disclosure of student records, including, but not limited to, the Colorado Open Records Act, **C.R.S. §§ 24-72-201 *et seq.***, and the Family Educational Rights and Privacy Act of 1974, **20 U.S.C. § 1232g**. Consistent with **Section 3.1(B)** of this Contract, The School further agrees to assist and cooperate with the Institute in accessing or reviewing any records as part of its oversight responsibility or to address its compliance requirements.

Student records include but are not limited to immunization records, class schedules, records of academic performance, IEP and 504 records, disciplinary actions, attendance and standardized test results, and documentation required under federal and state law regarding the education of students with disabilities. The School agrees to maintain up-to-date information about enrolled students in the School's online student data systems. All paper records shall be maintained at the School and shall be open to inspection, consistent with law, during reasonable business hours.

B. Notice to the Institute.

(1) **Timely Notice.** The School notify the Institute (and other appropriate authorities) in the following situations within 14 days:

- i.* The discipline of employees at the School arising from misconduct or behavior that may have resulted in harm to students or others, or that constituted violations of law;
- ii.* Any changes in current Board membership, including resignations and appointments; and
- iii.* Any complaints filed against the School or its employees, administration, or Board members by any governmental agency except the School need not continue to notify CSI of successive or repeated complaints by an agency, after notifying CSI of the first.

(2) **Immediate Notice.** The School will immediately notify the Institute of any of the following:

- i.* Conditions that may cause it to vary from the terms of this Contract, applicable Institute requirements, or federal or state law;
- ii.* Any circumstance requiring the unplanned extended closure of the School, including, but not limited to, a natural disaster, such as an earthquake, storm, flood or other weather related event, other

extraordinary emergency, or destruction of or damage to the school facility;

iii. Any circumstances requiring lockdown, emergency procedures, or any other action that may affect school health or safety;

iv. The arrest, dismissal, or resignation of any members of the School Board or School employees for a crime punishable as a felony or any crime related to the misappropriation of funds or theft;

v. Misappropriation of funds;

vi. A default on any obligation, which will include debts for which payments are past due by sixty (60) days or more; and

vii. Any change in the School Board's corporate status with the Colorado Secretary of State's Office or status as a **501(c)(3)** tax-exempt organization.

C. **Compliance.** The School will comply with all applicable federal and state statutes, regulations and rules, local ordinances, and Institute policies, except to the extent that the School has obtained waivers from state law and Institute policies in accordance with **Section 5.9** below. The School is expected to be aware of the federal and state laws and Institute policies with which the School must comply. Noncompliance will be addressed through the Institute's School Compliance Policy. A compliance attestation document will be provided to the School Leader and School Board Chair for signature on a yearly basis. The Institute reserves the right to conduct audits and require submission of certain documents or assurances in order to monitor compliance.

D. **Reports.** The School will timely provide to the Institute any reports necessary and reasonably required for the Institute to meet its oversight and reporting obligations. Required reports include, but are not limited to, those listed on the CSI online compliance calendar with projected due dates for the current school year. Timely notification will be provided by the Institute when due dates are changed or if additional reports are required by the federal government or the Colorado Department of Education ("CDE"). The Institute will continuously update the list of required reports and due dates and provide this information to the School via the CSI online compliance calendar. Failure by the School to provide reports by set deadlines may constitute a material breach of the Contract in accordance with Institute compliance policies and procedures, and the Institute may take action under **Sections 3.5 or Section 11** of this Contract.

E. **Indemnification.** To the extent permitted by law and not covered by insurance or not otherwise barred by the Colorado Governmental Immunity Act, the School Board and the School agree to indemnify and hold the Institute and its employees, directors, officers, agents, and assigns harmless from all liability, claims and demands of third parties arising on account of personal injury, sickness, disease, death, property loss, infringement on intellectual property rights or damage or any other losses of any kind whatsoever to the extent the same are proximately caused by any act, error, or omission,

whether negligent, grossly negligent, intentional or otherwise, of any of its employees, directors, officers, agents, assigns, subcontractors, and representatives. The Institute may withhold funds for damages, attorneys' fees, costs and expenses incurred in connection with any pending or threatened suits, actions, grievances, charges or proceedings. The forgoing provision will not be deemed a relinquishment or waiver of any kind of applicable bar or limitation of liability provided by the Colorado Governmental Immunity Act or other law. This clause shall apply to disputes that arise post-termination of the contract between the Institute and the School for claims arising relating to the contract.

3.3 Procedures for Contract Amendments. If the Institute requests a change to this Contract, the Institute will send written notice to the School in accordance with **Sections 12.2 and 12.8**. The School will have 60 days to review and accept or reject the proposed changes.

Except as otherwise specified in the Contract, if the School desires any changes to this Contract, the School shall submit a written request, in a form and manner prescribed by the Institute Charter Modification process, which request shall, at a minimum, identify the change being requested, the rationale for the proposed change, and a description of all considered academic, organizational, and financial impacts.

The Institute shall have 60 days to review and accept or reject any complete request for contract modification. Failure to receive advance approval for such changes may be considered a material breach of the Contract.

3.4 Voluntary Dispute Resolution. The parties may choose to attempt to resolve disputes arising out of the implementation of this Contract, and not subject to immediate appeal to the State Board, by means of the dispute resolution process set forth in this **Section 3.4**. If both parties agree to pursue dispute resolution, they further agree that they shall continue without delay to their performance under this Contract, except for any performance which may be directly affected by such dispute.

i. **Informal negotiation.** If both parties agree to dispute resolution, authorized representatives of the Institute and the School will meet to discuss a possible resolution to the dispute.

ii. **Formal notification of dispute.** If the dispute is not resolved through informal negotiation, either party may submit to the other a written notice identifying the specific action with which it disagrees, any Contract provision which it alleges has been breached, and the specific corrective action it wishes the other party to take. Such notice must be given within twenty (20) days of the time the party knew or should have known of the action at issue and that informal resolution under **Section 3.4(i)** was unsuccessful.

iii. **Mediation.** If the parties are unable to negotiate a resolution to the dispute within ten (10) business days of receipt of such formal notice, either party may request mediation. The party making the request will notify the other party of the request in writing. Within one calendar week of receipt of notice by the other party, the authorized representatives of the parties will attempt to agree on a mediator. If the parties through their representatives fail to reach an agreement within one calendar week after the first

attempt to agree, they will request appointment of a mediator by the American Arbitration Association or such other organization as may be mutually agreed upon.

iv. **Procedure.** Within thirty (30) days of appointment, the mediator will conduct a hearing limited to the issues raised in the notice required by **Sections 3.4(ii)**. The mediator will have authority to make procedural rules and will issue a report to the parties within thirty (30) days after the close of the hearing. Such report will contain findings and a recommendation regarding the issue(s) in dispute. The mediator's recommendation will be forwarded to the Institute and to the School. This shall not be deemed the "release" of the mediator's recommendation.

v. **Institute Board action.** If the parties are unable to negotiate a resolution, the Institute Board will make a decision on the matter and release the mediator's recommendation. The Institute Board's action on the recommendation will be final and binding, subject only to such appeal as may be authorized by law.

vi. **Institute's authority.** The dispute resolution process set forth in this Contract will not be required prior to the exercise of any contractual right or statutory authority by the Institute Board, including remedial authority for any material breach of this Contract, such as proceedings to revoke or not renew the Contract.

vii. **Failure to advance the process.** Failure to advance the process within the time specified in **Section 3.4** will be deemed a waiver of any right to contest an action covered by this procedure with respect to the specific action at issue and will forever bar any claim or proceeding related to such action. In other words, if a party fails to advance the process within the time specified, that party has no right to complain that the process has not moved ahead. However, notwithstanding this provision, the parties may agree in writing to extend any of the time limits for a specified period.

viii. **Costs shared.** The parties will share equally the costs of mediation, including any per diem expenses, plus any actual and necessary travel and subsistence expenses. A party who unilaterally cancels or withdraws from a scheduled mediation will pay the full cost of any fees assessed by the mediator.

3.5 Other Remedial Courses of Action. The Institute may revoke or deny renewal of the Contract for any of the grounds set forth in **C.R.S. §§ 22-30.5-511** and **1 CCR 302-1, Rule 10.00**. In accordance with Institute policy, the Institute may, at its sole discretion, take other remedial actions prior to initiating revocation procedures in accordance with **Section 11**. Remedies include, but are not limited to, those listed below. These remedies may be applied individually, in succession, or simultaneously.

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

ii. **Seeking or requiring technical assistance** from the Colorado Department of Education or another organization if the School is required to prepare and implement a priority improvement plan or turnaround plan.

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

iv. **Taking immediate control of the School or some portion thereof.** Notwithstanding any other provision of this Contract, in the case of any breach which the Institute determines in good faith poses a serious threat to the School or Institute students, the community, or the property rights of the Institute or School, the Institute may, but is not required to, take immediate control of the School pursuant to **C.R.S. § 22-30.5-703**, and may exercise any portion or all power and authority over the School for such period of time as may be necessary to deal with such threat. These additional rights of the Institute will continue during the pendency of any dispute resolution process with respect to any alleged breach.

v. **Notice of Breach.** This action will be initiated as deemed necessary by the Institute and in accordance with the procedures described in the Institute's school compliance policy and CSI rules. A Notice of Breach shall state the deficiency and the basis for it and provide an opportunity for the School to contest the deficiency, may place the School on Intensive Monitoring, and/or may provide the School with an opportunity to cure the deficiency within a reasonable timeframe prescribed by the Institute. The Institute reserves the right to require the submission of a plan to remedy the deficiency. Upon the written request of the Institute, the School shall develop a plan to remedy the failure or deficiency and submit it to the Institute for review and comment. The plan may be revised at the discretion of the School, with the agreement of the Institute. If the Institute reasonably determines that the plan is not effective in remedying the deficiency, the Institute may require the School to review and revise the plan or may proceed with revocation or any other remedial action the Institute deems necessary.

3.6 Institute Violations of State Charter Law or Breaches of This Contract. If the School believes that the Institute has violated any provision of this Contract or charter school law, the School shall send the Institute notice of the violation and provide an opportunity to cure. The notice will state the deficiency and the basis for the notice, shall provide an opportunity for the Institute to contest the deficiency, shall set forth a reasonable timeframe for remedying the deficiency, and shall set forth the expected results. If the Institute does not remedy the violation or breach, the School may initiate the dispute resolution procedures outlined in **Section 3.4** or seek other remedies provided by law.

SECTION 4: SCHOOL GOVERNANCE

4.1 Governance. The School shall be governed by a Board of Directors of the School ("School Board"), which shall remain incorporated as a Colorado Nonprofit Corporation. The School Board members are fiduciaries of the School and shall operate in accordance with the School Corporation's Articles of Incorporation and Bylaws, which articles and bylaws shall not conflict with the School's obligation to operate in a manner consistent with this Contract and

applicable state and federal laws. The School's Articles of Incorporation and Bylaws are attached to this contract as **Exhibit B**. The Articles of Incorporation and Bylaws of the corporation will provide for governance of the operation of the School in a manner consistent with this Contract and state and federal law. The School Board shall follow the requirements of the Colorado Revised Nonprofit Corporations Act in amending its articles of incorporation and bylaws and shall provide the Institute with notice of any such changes within 10 days of any such ratification or adoption by the School Board.

4.2 Corporate Purpose. The purpose of the School will be limited to such purposes as are set forth in its articles of incorporation as a nonprofit Colorado corporation and as may be accepted and approved by the IRS with regard to its status as an exempt organization under Section 501(c)(3) of the Internal Revenue Code.

4.3 Transparency. The School Board and the School acknowledge and agree that the School is subject to the Colorado Sunshine Act (C.R.S. §§ 24-6-401 *et seq.*) and the Colorado Open Records Act (C.R.S. §§ 24-72-200.1 *et seq.*).

The School shall make the School Board-adopted policies, meeting agendas and minutes, and related documents readily available for public inspection, and shall publish on its website its School Board meeting minutes, agendas, and meeting notices. Public notice of all regular and special meetings shall be given and posted in accordance with law. The Institute reserves the right to require submission or perform an audit of Board materials, including but not limited to, notices, agendas, and meeting minutes. Additionally, to promote transparency, the School shall ensure that the following information, at a minimum, is easily accessible on the School's website:

- i. School Board membership and contact information for the School Board Chair; and
- ii. Governing Board meeting calendar.

4.4 Conflict of Interest Policy. The School shall adopt and strictly enforce a conflict of interest policy which preserves the mission and vision of the School and shall address nepotism, excessive compensation, and any other potential conflicts of interest among school staff, leadership, or governing board.

4.5 Grievance Policy. The School shall adopt a grievance policy for resolution of public complaints consistent with Institute policy. The policy must provide an opportunity for comment by the grievant in public hearing on the matter and an appeal process. Unless otherwise provided by law, the final administrative appeal will be heard by the School Board, not the Institute Board, subject to review by the Institute Executive Director in appropriate circumstances and in line with the Institute's Grievance Policy (consistent with **Section 3.1(C)** of this Contract). The Institute may require the School to modify its proposed grievance policy prior to approval, but such approval will not be unreasonably withheld. Any material changes to the School's grievance policy may be made only with the approval of the Institute in accordance with **Section 3.3** and the School Board.

SECTION 5: OPERATION OF SCHOOL AND WAIVERS

5.1 Operational Powers. The School shall be responsible for its own operations including, but not limited to, fiscal matters, preparation of a budget, contracting for services including legal representation and independent auditing, and personnel matters; leasing or purchasing facilities for the School; accepting and expending gifts, donations, or grants of any kind in accordance with such conditions as may be prescribed by the donor as are consistent with law and this Contract; and adoption of policies and bylaws consistent with the terms of this Contract. The School may contract with third party providers for operational and administrative services to the extent permitted by law and the Contract, in accordance with **Sections 7.2 and 8.8** below. The School may negotiate and contract with a School District, the governing body of a state college or university, a school food authority, or any third party for the use, operation, and maintenance of a school building and grounds, and the provision of any service, activity, or undertaking that the School is required to perform in order to carry out the educational program described herein, subject to the Institute's prior right to review such contracts.

5.2 Performance Evaluations. The School Board shall conduct a performance evaluation of the lead administrator ("School Leader") at least annually in accordance with **C.R.S. § 22-9-106**, unless waived, in which case a replacement plan and rationale shall be submitted and approved in accordance with **Section 5.9** and the School Board shall operate in compliance with such replacement plan. The School Leader or his/her designee shall conduct performance evaluations of the School's employees at least annually in accordance with **C.R.S. § 22-9-106**, unless waived, in which case a replacement plan and rationale shall be submitted and approved in accordance with **Section 5.9** and the School shall operate in accordance with such replacement plan.

5.3 Transportation. The Institute and the School acknowledge and agree that transportation is not required to be provided to students attending the School. The School is prohibited from offering a transportation program without prior written authorization from the Institute, other than transportation for special education students who require transportation as a related service or for students who otherwise require the provision of transportation in accordance with state or federal law. Any transportation of students provided by the School shall be the sole responsibility of the School. Should the School later obtain advance approval from the Institute to provide transportation in accordance with **Section 3.3**, the School shall be responsible for and shall comply with all regulatory, safety, insurance, and licensing requirements.

5.4 Food Services. The Institute and the School acknowledge and agree that food services will be provided to students attending the school in accordance with the Food Service Plan submitted to the Institute. Any changes to the Food Service Plan shall require advance Institute approval in accordance with **Section 3.3** above. To the extent the School chooses to participate in Child Nutrition Programs under an approved School Food Authority (SFA), those programs shall be provided in accordance with all applicable state and federal laws as well as all School Food Authority rules, policies, and procedures pertaining thereto.

5.5 Insurance. The School will purchase insurance protecting the School and its Board, employees, and volunteers, and the Institute where appropriate, consisting of

comprehensive general liability insurance, errors and omissions liability insurance (also known as school entity liability insurance), and auto liability insurance. The School will also purchase statutory workers' compensation insurance coverage.

The School shall implement the plan to meet applicable insurance coverage requirements set forth in the Applications. Any material revision to the terms of such plan may be made only with the prior approval of the Institute. Insurance terms and conditions must be acceptable to the Institute and underwritten by insurers that are legally authorized in the State of Colorado and that are rated by A.M. Best Company not lower than "A-VII." Non-rated insurers must be approved by the Institute. Minimum coverage requirements are listed below:

Comprehensive general liability - \$2,000,000

Errors and omissions (covering officers, directors and employees) - \$1,000,000

Property insurance - As required by landlord or lender

Motor vehicle liability (if appropriate) - \$1,000,000

Bonding or Crime - \$25,000

Workers' compensation - (as required by state law)

The School will provide certificates of insurance to the Institute in accordance with the timelines provided in the CSI online compliance calendar or as otherwise required by the Institute. All insurance policies purchased by the School will state that coverage will not be suspended, voided, cancelled, or reduced in coverage or in limits, except after 45 days prior written notice has been given to the Institute by certified mail return receipt requested. The School will notify the Institute within 10 days if for any reason there is a lapse in insurance coverage. The School is solely responsible for any deductibles payable under the policies purchased by the School.

5.6 Volunteer Requirements. Any requirement adopted by the School that requires parents to commit to or accrue a number of volunteer hours shall be subject to a waiver process that considers individual family circumstances, and the School shall not condition the continued enrollment of any student on the commitment of the student's parents to provide any number of volunteer hours or donations in lieu thereof. The School agrees to conduct background checks of volunteers, as appropriate, and to require evidence of insurance and driver's licensure if the School will be using volunteers' private vehicles for student transportation.

5.7 Nonreligious, Nonsectarian Status. The School agrees that it shall operate in all respects as a nonsectarian, nonreligious, non-home-based public school. The School shall not be affiliated with any nonpublic sectarian school or religious organization, consistent with applicable law.

5.8 Commitment to Nondiscrimination. The School shall comply with all applicable federal, state and local laws, rules and regulations prohibiting discrimination on the

basis of race, color, creed, national origin, sex, sexual orientation, marital status, religion, ancestry, disability or need for special education services.

5.9 Waivers.

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

B. **Non-Automatic Waivers.** In addition to waivers automatically granted, the Institute agrees to jointly request waivers of additional state laws or regulations to the extent permitted by state law, upon approval by the Institute. The School shall submit a request for non-automatic waivers in accordance with Institute policies and procedures and in accordance with state law. The waivers to be jointly requested are set forth in **Exhibit C**. Institute approval of requests to waive either Institute policies or State laws will not be unreasonably withheld. To the extent the State Board does not grant the requested waivers or imposes conditions upon the School with respect to such waivers, it is agreed that representatives of the parties will meet to negotiate the effect of such State Board action.

C. **Subsequent or Additional Waiver Requests.** The School may request subsequent or additional waivers after the original request in accordance with Institute policies and procedures and in accordance with state law.

D. **Legal Liabilities.** The School shall operate in compliance with all Institute policies, procedures, and regulations, and all applicable federal, state, and local laws, rules, and regulations, unless specifically waived pursuant to this **Section 5.9**.

E. **Compliance Assurance.** The School will take reasonable steps to assure that staff at the School, members of the School Board, and administrators at the School comply with all replacement policies or practices adopted by the School in connection with waiver of state statutes or rules or Institute policies, or, when appropriate, comply with the intent of waived state statutes, state board rules, and Institute policies.

SECTION 6: SCHOOL ENROLLMENT AND DEMOGRAPHICS

6.1 School Enrollment and Demographics. The School shall provide instruction to students in grades Kindergarten through 5. The anticipated number of students in each grade level shall be set forth in the Applications.

Material increases or decreases to total enrollment, including the addition or subtraction of a grade level served (other than any gradual buildout described in this **Section 6.1**), require advance Institute approval in accordance with Institute policies and procedures. Changes to the grade span served also require permission from the Colorado Department of Education; changes will be requested in accordance with state laws, CDE policy, and Institute policy. Under no circumstance shall the School's student enrollment exceed the capacity of the facility or site as set forth in the Certificate of Occupancy. The School acknowledges that if actual enrollment

declines below the minimum enrollment required for financial viability, the School's charter may be revoked.

"Material increases or decreases" means, for purposes of this **Section 6.1**, either (1) planning or expecting to increase or decrease total/overall school enrollment by 10% or more of the planned enrollment described in the Application, (2) or making operational changes that should reasonably be expected to cause such a change in total enrollment.

6.2 Student Recruitment and Enrollment. Enrollment in the School shall be open to any child who resides within the state, except as limited by **C.R.S. § 22-30.5-507(3)**. Student recruitment and enrollment decisions shall be made in a nondiscriminatory manner specified by the School in the Applications. In all cases, student recruitment and enrollment decisions shall be without regard to disability, race, creed, color, sex, sexual orientation, national origin, religion, ancestry, need for special education services, or any other protected class in accordance with federal and state laws and constitutional provisions. Enrollment preferences, selection method, timeline, and procedures are described in **Exhibit E**. Any material changes to the School's enrollment policies and procedures may be made only with the approval of the Institute and the School Board of Directors.

6.3 Continuing Enrollment. Pursuant to Colorado state law, students who enroll in the School will remain enrolled in the School through the highest grade served by the school, absent expulsion, graduation, court ordered placement, or IEP placement. Students wishing to transfer from the School to a school in their home District may do so only through the home District's procedures.

6.4 Indigent Students. The School shall have a fees policy that waives all fees for indigent students in accordance with applicable federal and state law and Institute policy. The School shall survey its student population for eligibility for free and reduced-price lunches pursuant to federal guidelines in accordance with State Board of Education regulations. On all fee lists and schedules, the School shall include notification of the policy of waiver of fees for indigent students.

6.5 Denial of Admission. The School shall not deny admission to a student except as permitted by law.

SECTION 7: EDUCATIONAL PROGRAM

7.1 Vision and Mission.

Vision: We will provide an environment that allows every student to reach their full potential.

Mission: Within a supportive school community, The Academy of Arts & Knowledge offers a robust arts program that complements core academics, foster critical thinking skills, and creates confident, creative individuals with the freedom to reach their full potential.

The School Board shall operate the School in a manner consistent with the vision and mission statements as approved by the Institute. Revisions to the vision and mission statements

or general implementation of the educational program as set forth in the Applications shall be considered material changes to the Contract and shall require prior approval of the Institute.

7.2 Contracting for Core Educational Services. Subject to and in accordance with Section 8.8 of this Contract, the School and the Institute agree that the School will contract with an educational service provider (ESP) for implementation of its core educational program as described in the Applications. Any changes to the contract for educational services shall be subject to advance approval of the Institute.

7.3 Educational Accountability, School Performance and Accreditation. The School shall comply with the educational accountability and accreditation provisions of Colorado law and Institute policy, including (but not limited to):

- the Educational Accountability Act of 2009, **C.R.S. §§ 22-11-101 *et seq.***;
- the Preschool to Postsecondary Education Alignment Act, **C.R.S. §§ 22-7-1001 *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.

As required by the Colorado Department of Education, to receive a school code, the School shall meet the definition of a Colorado public school, shall submit all required staff and student data to the Institute, and shall be accountable for all state- and federally-mandated accountability requirements as appropriate for the approved grade configuration of the school identified in **Section 6.1**. School codes will be requested in accordance with state laws and regulations, CDE policies, and Institute policy.

7.4 Performance Frameworks and CSI Annual Review of Schools. The School shall be subject to the Performance Frameworks developed by the Institute. Based on the Performance Frameworks, the Institute will annually issue for each school the CSI Annual Review of Schools. The CSI Annual Review of Schools shall supersede any and all assessment measures, educational goals and objectives, financial operations metrics, and organizational performance metrics set forth in the Applications and not explicitly incorporated into the Performance Frameworks and CSI Annual Review of Schools. The specific terms, form, and requirements of the Performance Frameworks and CSI Annual Review of Schools, including any required indicators, measures, metrics, and targets, are maintained and disseminated by the Institute and will be binding on the School.

7.5 Student Performance Goals. The School agrees to make reasonable progress towards meeting academic standards as defined by the Colorado School Performance Framework and the CSI Annual Review of Schools. Reasonable progress will be established and measured through the implementation of annually agreed-upon academic targets, developed through use of the Unified Improvement Plan process. The School’s progress will be monitored and measured with the CSI Annual Review of Schools and evaluated annually as set forth above. The School

agrees that the terms “reasonable progress” or “adequate progress” are defined through this process and that the School will be held accountable pursuant to these definitions.

7.6 Monitoring. The Institute shall monitor and periodically report to the School on the School’s progress in relation to the indicators, measures, metrics and targets set out in the Performance Frameworks and CSI Annual Review of Schools. Such reporting shall take place at least annually.

7.7 Renewal. The School’s performance in relation to the indicators, measures, metrics and targets set forth in the Performance Frameworks and the CSI Annual Review of Schools shall provide the basis upon which the Institute will decide whether to renew the School’s Charter at the end of the contract term.

7.8 Framework Amendment. As set forth in **Section 12.13** of this Contract, the parties intend that, where this Contract references or is contingent upon state or federal laws, that they be bound by any applicable modifications or amendments to such laws upon the effective date of said modifications or amendments. The specific terms, form, and requirements of the Performance Frameworks and CSI Annual Review of Schools may be modified or amended to the extent required to align with changes to applicable state or federal accountability requirements, state and/or nationally recognized best practices, or other circumstances that make assessment based on the existing Performance Framework and CSI Annual Review of Schools requirements impracticable. In the event that such modifications or amendments are required, the Institute will use best efforts to apply expectations for school performance in a manner as consistent as possible with those set forth in the Performance Frameworks and CSI Annual Review of Schools.

7.9 Student Attendance. The School agrees that it shall comply with all state and federal laws and regulations and Institute policy concerning student attendance, including (but not limited to) Colorado’s compulsory attendance laws, hour requirements, and the distinction between excused and unexcused absences.

7.10 Conduct and Discipline. The School shall implement student disciplinary policies and procedures, including policies and procedures for the suspension and expulsion of students and the discipline and placement of students with disabilities, in accordance with state and federal laws and regulations, Institute policies, and the School’s Student Discipline Policy. The Institute reserves the right to audit and/or request submission of the School’s discipline policies and procedures at any time, with or without cause. The authority to hold expulsion hearings, wherein a student may be expelled from the School, shall remain with the School Board or a designee of the School Board (provided the State Board of Education approves a waiver of **C.R.S. § 22-33-105(7)(b)**).

7.11 Student Welfare and Safety.

A. The School shall comply with all Institute-approved policies and regulations, and comply with all applicable federal and state laws concerning student welfare, safety and health, including (but not limited to) Institute policies and laws addressing the reporting of child abuse, bullying prevention, accident prevention and

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

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

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

i. Deliver written notice (electronic or otherwise) to the parents of all enrolled students (1) disclosing the School's safety plan which includes the plan to authorize concealed carry by designated personnel, and (2) providing notice of the meeting described in paragraph *ii.* below, at least 30 days in advance of such meeting;

ii. Allow public comment on the plan to authorize concealed carry by designated personnel at a regularly scheduled open meeting of the School's governing board within 30 days of the first day of classes for the school year, and vote to approve or disapprove the plan in open session at that meeting or the immediately following meeting (although specific details of the plan may be withheld from open session in compliance with **C.R.S. § 24-6-402(4)(d)**);

iii. Post notices around the School grounds, in prominent public view, of the presence of armed personnel; and

iv. Certify that all such personnel designated to carry concealed weapons during the applicable school year have complied with (1) the Armed School Employees Insurability Standards promulgated by the Colorado School Districts Self Insurance Pool and in effect for that school year, or (2) if the School's insurer has adopted the insurability standards materially similar to those adopted by the Colorado School Districts Self Insurance Pool, such standards.

v. Provide documentation of notification to local law enforcement and the geographic school district personnel of the presence of armed personnel and the current school safety plan.

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

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

7.12 School Calendar; Hours of Operation. The days and hours of operation of the School shall not be materially less than those set forth in the Applications unless previously approved in writing by the Institute, but in no case shall fall below the minimum number of days and hours set forth in law. For purposes of this **Section 7.12**, "material" is defined as a 10% reduction in time or transition to or from a 4-day school week.

7.13 Online Program. The School's educational program as contained in the Applications and reviewed by the Institute does not include online program elements. The School is prohibited from offering a partial or exclusive online program without prior written authorization from the Institute (except as may be otherwise provided in **Section 7.14**). The COVID pandemic has given rise to protocols and to parental concerns, which, together, support the need for some amount of ongoing on-line or remote education for the students enrolled in the school. Accordingly, the School shall be permitted to provide distance and/or part-time education to students who have been, or otherwise, would be, enrolled in the School for so long as such a need exists.

7.14 Additional Programs. The School shall not offer programs other than those contained in the Applications and reviewed by the Institute (including public or private preschool or toddler programs, home school enrichment/options, or supplemental online programming) without prior written authorization from the Institute. Additional programs, if approved by the Institute, may require funds to be maintained and accounted for separately from the School's ordinary accounts and may (in the Institute's sole discretion) require a Contract modification in accordance with **Section 3.3** above.

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

7.15 Curriculum, Instructional Program, and Pupil Performance Standards. The School will have the authority and responsibility for designing and implementing its educational

program, subject to the conditions of this Contract and in alignment with the Applications. The educational program, pupil performance standards, and curriculum designed and implemented by the School will meet or exceed any content standards adopted by the state, will be designed to enable each pupil to achieve such standards, and will be consistent with the School's vision and mission. Any material changes to this provision may be made only with the approval of the Institute and the School Board.

A. **Curriculum.** The School shall have the authority and responsibility for refining the design and implementation of its educational program, subject to the conditions of this Contract, in a manner that is consistent with state law, including but not limited to requirements regarding content standards.

B. **Content Standards.** The educational program, pupil performance standards, and curriculum designed and adopted by the School shall be consistent with the content standards required by the state pursuant to **C.R.S. §§ 22-7-1013 and 22-30.5-505(8)** and shall be designed to enable each pupil to achieve such standards.

C. **Instructional Requirements.** The School agrees to comply with all state statutory requirements concerning subjects of instruction, unless specifically waived by the State Board of Education as provided in **Section 5.9** of this Contract, including (but not limited to) **C.R.S. §§ 22-1-104 through -110 and -128**.

7.16 Exceptional Students. The School shall identify academically low-achieving, at-risk, and exceptional children as defined in federal and state law and regulations adopted by the Colorado State Board of Education, and shall provide its educational program to these students in a manner that appropriately serves their needs in accordance with governing law, as set forth in the Applications and this Contract.

A. **Gifted and Talented Students.** The School shall identify and provide resources and support to gifted and talented students to enable them to meet their particular academic and emotional needs with a focus on literacy, mathematics, leadership, and creativity. The School shall follow state regulations and the Institute's requirements for identifying, assessing, and serving gifted and talented students. The School will implement the plan for meeting the needs of gifted and talented students, consistent with the plan provided to the Institute.

B. **English Language Learners.** The School shall identify and provide resources and support to English language learners to enable them to acquire sufficient English language proficiency to participate in the mainstream English language instructional program in accordance with state and federal law. The School shall follow the Institute's requirements for identifying, assessing, and exiting English language learners. The School shall implement the plan for meeting the needs of English language learners, consistent with the plan provided to the Institute.

C. **Students with Disabilities.** The School shall provide services and accommodations to students with disabilities in accordance with the Individuals with Disabilities Education Act (**20 U.S.C. § 1401 et seq.**), Section 504 of the Rehabilitation

Act of 1973 (29 U.S.C. § 794), the Americans with Disabilities Act (42 U.S.C. § 12101 *et seq.*), and the Exceptional Children's Educational Act (C.R.S. §§ 22-20-101 *et seq.*), and any other state and federal laws pertaining to the education of students with disabilities.

(1) Admission of Students with Disabilities

i. Admission of applicants with an Individualized Education Plan (IEP) or Section 504 Plan shall be in compliance with federal and state laws and Institute policies, procedures, and requirements, including the CSI Enrollment Procedures for Students with Disabilities, as may be amended from time to time. Every student who is admitted with an IEP or Section 504 Plan from his or her previous school shall be placed directly in a program that meets the requirements of such IEP or Section 504 Plan, unless and until an IEP or Plan review meeting is held and the IEP or Section 504 Plan is revised.

ii. Admission decisions shall be made without regard to special education status or need for accommodations. In the unusual event that, after a student is enrolled in the School, the School's IEP Team determines that the School cannot provide a Free Appropriate Public Education (FAPE) in the School as the Least Restrictive Environment, the School shall contact the Institute Director of Special Education to discuss placement and service alternatives.

iii. The IEP Team convened at the School shall have the authority to make offers of a FAPE and decisions regarding the staffing and methodology used to provide special education and related services at the School.

(2) Education of students with disabilities.

i. The School shall implement a plan for meeting the needs of students with disabilities in accordance with state and federal laws and regulations, Institute policy and procedures, and as approved by the Institute. Any material changes to the plan for serving students with disabilities may be made only with the approval of the Institute and the School Board.

ii. The school is solely responsible for implementing, providing, and subsidizing those specialized instructional and related services required pursuant to student IEPs, as well as the services, modifications, or accommodations required by a student's Section 504 Plan. The School shall provide all special education support services to students at the School in accordance with state and federal laws and regulations and Institute policy, and in accordance with the plan for meeting the needs of students with disabilities as approved by the Institute.

Any material changes to the plan for serving students with disabilities may be made only with the advance approval of the Institute and the School Board.

iii. The Institute contracts with a suite of Special Education Coordinators. The School shall utilize one of the Institute Special Education Coordinators and assign special education support staff as necessary to meet student needs, which staff shall be licensed in accordance with federal requirements and Colorado law.

iv. The School shall be responsible for providing and paying the cost of defense of any and all charges, complaints or investigations concerning special education at the School (whether through the Office for Civil Rights (OCR), the Department's Federal Complaints Officer, IDEA due process proceedings, or any other similar investigations) and shall be primarily responsible for managing the defense of and settlement of any such claims in cooperation with the Institute. The School agrees to indemnify and hold harmless the Institute from any and all liability, claims, and demands arising from or relating to the education of students with disabilities at the School.

v. Pursuant to **C.R.S. §§ 22-30.5-503(3) and 22-20-106**, the Institute serves as the Local Educational Agency ("LEA") with oversight authority for delivering special education services to the School. The School will take direction from and work collaboratively with the Institute with regard to the provision of special education services, evaluations and concerns, and shall provide for the attendance of any School employees who should be present at any meetings at which IEPs are developed or modified. If the School and the Institute disagree as to the correct interpretation or application of a statute or regulation concerning the education of students with disabilities, the Institute's position shall control.

vi. The Institute reserves the right to jointly direct with the School the development and/or modification of any IEP for special education students of the School. The Institute's Director of Exceptional Student Services, or designee, shall maintain the same oversight responsibilities and authority as in all other Institute Schools. The School shall use Institute-approved special education forms and procedures and shall document compliance with the requirements of federal and state laws and regulations, including procedural due process. The Institute or the School may identify from time to time changes to the educational program of the School that (a) are reasonably necessary to comply with applicable law for educating students with disabilities, or (b) provide cost savings or other benefits in connection with educating students with disabilities. After good faith discussion of these changes with the School, the Institute shall have the right to require such changes necessary to comply with law

and shall have the right to request other changes on behalf of students with disabilities.

vii. The School's special education teachers and all related service providers are required to participate in compliance-oriented training and meetings sponsored by the Institute, and newly hired special education teachers shall participate in a state-approved induction program.

viii. In accordance with the CSI online compliance calendar, the School must report to the Institute its anticipated budgetary allocation and hiring plan for all special education teachers and related service providers who will be employed for the following year. No later than the first day of the opening of school, all special education teachers and related providers must be hired, appropriately qualified, and available to serve the identified needs of the students.

ix. On an ongoing basis, the Institute will assess the performance of the School with regard to special education. If—in the Institute's sole discretion—the Institute finds the School's performance with regard to special education to be deficient pursuant to state and federal law, the Institute may take remedial steps. Such steps may include, but will not be limited to, increasing the Institute's level of oversight of the School. Should the Institute determine that any remedial steps are necessary, the Institute will oversee implementation of these steps. In the instance where the Institute takes on responsibility for tasks that would otherwise be carried out by the School due to noncompliance, the Institute may retain commensurate funds. Such circumstances are expected to be highly unusual. A written agreement specifying the services to be provided and their cost shall be executed, which agreement shall constitute an amendment to the Charter Contract, at the time of any such unusual intervention.

7.17 Assessment of Pupil Performance and Procedures for Corrective Action. The School agrees to implement any requirements necessary to meet the School's and the Institute's respective obligations under applicable provisions of federal and state law, including, but not limited to, those of the state Education Accountability Act of 2009 and the Every Student Succeeds Act. The School will administer interim assessments as set forth in the Applications and in adherence to the Institute's assessment policy, and the School will provide assessment data to the Institute following each such interim assessment. Schools receiving an Improvement, Priority Improvement or Turnaround rating will be required to administer a state or nationally normed interim assessment in the fall and spring, at a minimum, and in accordance with the assessment vendor's administration timelines and procedures. Any material revision to interim assessments may be made only with the prior approval of the Institute.

SECTION 8: FINANCIAL MATTERS

8.1Funding and Disbursement of Per Pupil Revenue. Funding for the School shall be provided in accordance with the provisions of **C.R.S. § 22-30.5-513**. The Institute will disburse funding to the School as soon as reasonably possible after those funds are allocated from the State to the Institute, subject to the adjustments set forth below.

A. The School is geographically located in Poudre School District RE-1, which is the “Accounting District” for purposes of funding.

B. During each fiscal year of the term, the parties agree that the Institute shall provide funding to the School in the amount of ninety-six percent (96%) of the Accounting District’s adjusted per pupil revenues (“PPR”), as defined by **C.R.S. § 22-30.5-513(1)**.

C. The Institute may retain the School’s per pupil share of the administrative overhead costs for actual and reasonable costs incurred by the Institute as a result of its performance of its statutory obligations; however, such costs shall not exceed 3% of PPR. Within ninety days after the end of each fiscal year, the Institute shall provide an itemized accounting of all the Institute's administrative overhead costs pursuant to **C.R.S. § 22-30.5-513(2)(d)**. The Colorado Department of Education may retain an amount not to exceed 1% of PPR for administrative purposes from each Institute-authorized school.

D. **Federal Categorical Aid.** Each year the Institute will provide to the School the School’s proportionate share of applicable federal Elementary and Secondary Education Act funding received by the Institute for which the School is eligible. The School is eligible for such funds upon approval of its plans for such funds either by the Institute or the Colorado Department of Education, as required. Funds will be distributed on a documented expenditure reimbursement basis on a monthly interval as long as the School provides the Institute with the required documentation.

E. **State Categorical Aid.** In accordance with timelines provided by the CSI finance department, the Institute will provide to the School the School’s proportionate share of applicable state categorical aid (e.g., At-Risk Supplemental Aid, English Language Proficiency Act, Gifted and Talented, Amendment 23 Capital Construction funds, or Transportation funding) received by the Institute for which the School is eligible. The School is eligible for such funds upon approval of its plans or other requirements for such funds either by the Institute or the Colorado Department of Education, as required.

F. The Institute will provide funding under the Colorado Exceptional Children’s Education Act that is attributable to identified students with disabilities enrolled in the School and for which the School has supplied appropriate documentation to obtain such funding.

G. The parties shall cooperate in pursuing, appropriately disbursing, and properly accounting for funding provided by the federal and state governments for categorical programs such as Gifted and Talented, English as a Second Language,

Medicaid Reimbursements, Title programs, and other federal and state grant sources and categorical aid programs for each eligible School student.

H. The School will have documented financial policies and procedures in place to include procedures that are compliant with federal statutes and regulations in accordance with the Uniform Guidance - Code of Federal Regulations. The School agrees to request its federal grant funds, at a minimum, on a quarterly basis using the appropriate documentation to obtain federal funds.

8.2 Disbursement of PPR Funding. Funding under **Section 8.1 (above)** will be made to the School in monthly installments, in accordance with **C.R.S. § 22-54-115**, subject, however, to annual appropriation and the Institute's receipt of the funding. Initial monthly payments shall be based upon enrollment projections in accordance with **Section 8.5 (below)**. However, the actual funding for each fiscal year shall be based upon the actual pupil enrollment for such fiscal year, as defined in **C.R.S. § 22-54-103(10)**; the Institute will adjust payments for such fiscal year, by credit or debit as applicable, as set forth in **Section 8.3 (below)**. Any adjustment resulting in a reduction of funding shall require reimbursement to the Institute by the School.

8.3 Adjustment to Funding. The Institute's monthly disbursement of funds will be adjusted as follows. Any and all mid-year legislative changes to the state's school finance formulas shall be passed along to the School as an adjustment (*i.e.*, a monthly debit or credit calculated to true-up the annual total by the end of the fiscal year) to the fiscal year's remaining monthly disbursements, beginning as soon as reasonably possible following the legislative change. Any and all adjustments imposed by CDE as part of CDE's per pupil true-up process (which typically applies to the January through June monthly disbursements) shall be passed along to the School, to the extent not offset by the Institute's early true-up adjustments. The Institute reserves the right to begin adjusting monthly disbursements following October 1st of the fiscal year (or any other applicable count day(s) established by law or by mutual agreement of the Parties), without waiting for CDE's true-up process, when in the Institute's sole discretion it appears to a reasonable certainty that the School's actual pupil count is materially different (as defined in **Section 8.5**) from the School's projected pupil count. Any PPR withheld from the School through the Institute's early true-up adjustments shall be kept in a separate account by the Institute and applied to offset the impact of CDE's true-up adjustments. Any additional funds paid to the School through the Institute's early true-up adjustments shall likewise be calculated to offset the impact of CDE's true-up adjustments, and shall be contingent upon the Institute having sufficient operating funds available. Funding may also be adjusted in January for any services provided by the Institute under this Contract. Where the remaining monthly disbursements in the fiscal year are not reasonably sufficient to cover the adjustments required by this **Section 8.3**, true-up payments shall be made by direct payment to the School or the Institute.

8.4 Budget. The School shall be responsible for the preparation of its budget and shall implement the School Board-approved operating budget. In accordance with the timelines provided in the Institute's online compliance calendar (or as otherwise requested by the Institute), the School shall submit to the Institute the School Board's adopted balanced budget for the upcoming school year, for Institute review for statutory compliance and compliance with the terms and conditions of the Contract. Any subsequently approved revisions to the budget

shall be provided to the Institute within fifteen (15) days following School Board approval. Budgets must be developed and adopted in accordance with the state-mandated chart of accounts and **C.R.S. §§ 22-44-102 *et seq.*** A material violation of this **Section 8** shall constitute a material breach and may result in the Institute initiating remedies described in **Sections 3.5 and 12** of the Contract.

8.5 Enrollment Projections. Each year of operation, in accordance with pupil enrollment projections deadlines set by CSI in accordance with CDE timelines, the School will provide the Institute with its best initial estimates of its anticipated enrollment for the next school year. In the event that the projected enrollment materially differs from the Institute's estimate of anticipated enrollment, the Institute reserves the right to report to CDE initial funding estimates based on the more conservative figure. A material difference in enrollment shall mean at least 10% greater or lesser than the School's own estimate. Both the School's and the Institute's estimates of anticipated enrollment shall be formulated reasonably, and shall be based upon the current enrollment, documented intents to enroll (new and current), average annual rates of attrition, and any other identified factors deemed relevant by the party making the estimate. It is agreed by the parties that the purpose of this **Section 8.5** is to provide information to allow the Institute to prepare its future budgets, and that any information provided under this **Section 8** will not be used by the Institute for the purpose of restricting the School's enrollment or otherwise inhibiting the growth of the School.

8.6 TABOR Reserve. The School's ending fund balance will comply with the emergency reserve requirements of **Article X, Section 20 of the Colorado Constitution** ("TABOR Reserve"). The School will maintain its TABOR reserve in a revenue bearing account. In addition, the School will maintain a positive fund balance at year end. A material violation of this **Section 8.6** shall constitute a material breach and may result in the Institute initiating remedies described in **Sections 3.5 and 12** of the Contract.

8.7 Non-Appropriation of Funds. The parties agree that the funding for the School will constitute a current expenditure of the Institute. The Institute's funding obligations under this Contract will be from year-to-year only and will not constitute a multiple fiscal year direct or indirect debt or other financial obligation of the Institute. The Institute's obligation to fund the School will terminate upon non-appropriation of funds for that purpose by the General Assembly or the State Board of Education for any fiscal year, any provision of this Contract to the contrary notwithstanding. The parties further agree that the Institute has not irrevocably pledged and held for payment sufficient cash reserves for funding the School at or above the current year per pupil allocation or for providing services described herein for the entire term of the Contract.

8.8 Contracting. The School shall adhere to all applicable laws and regulations and Institute policies related to procuring and contracting for goods and services, including but not limited to student data privacy laws. The School further agrees to adhere to best practices relating to procuring and contracting for goods and services, including standards related to arms-length transactions and other conflicts of interest. The School will not extend the faith and credit of the Institute to any third person or entity. The School acknowledges and agrees that it has no authority to enter into a Contract that would bind the Institute, and that the School's authority to Contract is limited by the same provisions of law that apply to the Institute, including restrictions on multi-year obligations under TABOR.

A. **Contents.** Unless otherwise agreed in writing by the Institute, or unless the contract is an adhesion contract over which the School has no ability to alter the terms or otherwise add a rider/amendment complying with this **Section 8.8(A)**, each Contract or legal relationship entered into by the School shall include the following provisions in addition to all other legally-required provisions:

i. The contractor acknowledges that the School is not an agent of the Institute, and accordingly the contractor expressly releases the Institute from any and all liability under this agreement; and

ii. Any financial obligations of the School arising out of the agreement are subject to annual appropriation by the School Board and the Institute.

B. **School Board Policies and Procedures.** The School shall adopt policies and procedures related to the procurement and contracting of goods and services in alignment with applicable state and federal requirements, Institute policies, and best practices.

8.9 Financial Reporting. The School agrees to establish, maintain, publish, and retain appropriate financial records in accordance with Institute policy and all applicable federal, state, and local laws, rules, and regulations. The School agrees to make such records available to the Institute upon request or as required by Institute policy, or by federal or state laws, rules, or regulations. Financial records shall be posted in accordance with the state Financial Transparency Act and reconciled at least monthly. All records shall be maintained at the School and shall be open to inspection, consistent with law, during reasonable business hours. The School further agrees to assist the Institute in accessing or reviewing any records as part of its oversight responsibility or to address its compliance requirements.

A. **Annual Audit and Financial Data Pipeline File.** The School shall undergo an independent financial audit conducted in accordance with all applicable governmental accounting standards and performed by an independent certified public accountant each fiscal year. The audit shall include a balance sheet and statement of revenues, expenditures, and changes in fund balances which shall use the modified accrual basis of accounting in accordance with the CDE Financial Policies and Procedures Handbook. As supplementary information, the audit shall include a budgetary comparison schedule for the General Fund. The audit shall also include any such additional schedules as are necessary, in the Institute's sole discretion, to allow the Institute to accredit each school authorized by the Institute. (If the School is part of a charter school network under **C.R.S. § 22-30.5-104.7** that elects to be audited as a single legal entity, the Institute retains the right to request that the Network provides an audit of each charter school authorized by the Institute within the Network, per **C.R.S. § 22-30.5-104.7(2)(d) and (6).**) The results of the final audit will be provided to the Institute in accordance with the CSI online compliance calendar. The School will pay for the audit. In addition, the School will transmit the Financial Data Pipeline File, in a format provided by the Institute, to the Institute using the CDE chart of accounts in accordance with the CSI online compliance calendar. If such audit and Financial Data

Pipeline file is not received in accordance with the CSI online compliance calendar, such failure will be considered a material breach of Contract, and action will be initiated as necessary and in accordance with the procedures described in the Institute's school compliance policy and CSI rules.

B. **Public School Finance Audits.** Pursuant to **1 CCR 301-39, Rule 8.00** *et seq.*, the School shall be subject to audit by the CDE for any monies received by the School pursuant to the Public School Finance Act of 1994. Consequently, the School agrees to retain complete documentation supporting any certification made to CDE or any other data given to the CDE pursuant to the Public School Finance Act of 1994 until audited by CDE or until five years from the certification due date, whichever comes first.

i. If CDE determines that the School has received payment of funds greater than the amount to which the School is entitled, the School shall be responsible for repayment to CDE within thirty (30) days from the date of said determination. Should the School be unable or refuse to pay the determined repayment amount, the School agrees that it may have its current payments or reimbursements withheld until the full amount of the repayment, plus applicable interest, is recovered.

ii. Should the School leave the Institute by changing authorizers or by conversion into any other kind of public or private school, then the School's obligation to repay shall (pursuant to **Section 11.6** of this Contract) survive the termination or expiration of this Contract and shall be enforceable by CSI for up to five years after the transfer or conversion of the School.

C. **Quarterly Reporting.** The School will prepare quarterly financial reports for the Institute in compliance with **C.R.S. § 22-45-102(1)(b)** and Institute policy. Quarterly financial reports shall be submitted to the Institute in accordance with the Institute online compliance calendar.

D. **Non-Authorized Commingling.** Except as specifically set forth in the School's Applications and/or official approval by resolution by the School Board, assets, funds, liabilities, and financial records of the School shall be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization.

E. **Loans.** No loans may be made by the School to any person or entity (other than an affiliated entity) for any purpose without prior Institute approval, except that the Head of School and Board Chair may approve advances of up to one month's salary in cases of documented hardship.

8.10. Timing. Subject to all other provisions of this Contract, funds to be passed through the Institute to the School shall be forwarded to the School within thirty (30) days of receipt by the Institute.

SECTION 9: PERSONNEL

9.1 Employee Status. The School or its contracted service provider shall employ such personnel as are required for the efficient and effective operation of the School. All employees hired by the School or service provider shall be employees either of the School or the service provider and shall under no circumstances be considered an employee of the Institute.

9.2 Employee Policies. The School shall adopt and implement personnel policies in accordance with state and federal law to address, among other topics, hiring and termination of personnel, terms of employment, and compensation. All employee discipline decisions will be made by the School. Terms of the employment relationship are described in the Employee Handbook submitted in accordance with the CSI online compliance calendar. The Handbook may be amended or revised at the discretion of the School, with a copy of the amended or revised Handbook provided to the Institute.

9.3 Employee Qualifications. The School shall employ or otherwise utilize in instructional positions only those individuals who are qualified in accordance with applicable federal and state law, rules and regulations (unless waived), including the federal Every Student Succeeds Act or its equivalent. Paraprofessionals employed by the School shall meet all credentialing requirements imposed by applicable federal and state law, rules and regulations (unless waived).

9.4 Background Checks; Fingerprinting. The School shall establish and implement procedures for conducting background checks (including a check for a criminal record) of all employees to the extent required by applicable law, rules and regulations, including but not limited to C.R.S. § 22-30.5-511.5. No teacher or administrator with a criminal record that would ordinarily preclude them from obtaining a teacher license or from public school employment pursuant to C.R.S. § 22-32-109.8(6.5) will be employed at the School, regardless of waivers that may have been granted to the School. Independent contractors and outside companies that place employees in the School shall also complete the required background checks and provide evidence of such checks to the School.

SECTION 10: FACILITIES

10.1 Facility. The School facility shall be located at 4800 Wheaton Drive, Fort Collins, CO 80525.

The School or its associated building corporation may not add a location, change a location or geographic district, or enter into any financing, leasing, or other arrangements in connection with a location change without providing advance written notification to the Institute in accordance with Institute policy. The School shall provide the Institute copies of any lease, purchase agreement, financing arrangements, and/or other such facility agreements and such certificates and permissions as are necessary to operate the School in the Facility. The school shall comply with all applicable state laws, regulations, and building codes (including but not limited to C.R.S. §§ 22-30.5-507(10) and 22-32-124) and shall obtain all requisite use permits and certificates of occupancy. The School shall be responsible for the construction and maintenance of any facilities owned or leased by it. The Institute shall have access at all

reasonable times to any facility owned, leased, or utilized in any way by the School for purposes of inspection and review of the School's operation and to monitor the School's compliance with this Contract.

SECTION 11: RENEWAL, REVOCATION, AND SCHOOL-INITIATED CLOSURE

11.1 Renewal Process. Pursuant to **C.R.S. § 22-30.5-511**, this Contract may be renewed for succeeding periods of at least one (1) academic year and not more than five (5) academic years. The Parties may extend the length of the charter contract beyond five academic years for the purpose of enhancing the terms of any lease or financial obligation, pursuant to **C.R.S. § 22-30.5-511(1)(b)**.

A. **Timeline and Process.** The School will submit its Renewal Application in accordance with renewal timelines promulgated by the Institute in the year before the School's Contract expires. The Institute Board will act on the Renewal Application (in accordance with renewal timelines promulgated by the Institute in the year before the School's Contract expires) following a public hearing where the School will have the opportunity to address the Institute Board. If the Institute Board decides not to renew the Contract, it will detail the reasons in its resolution.

B. **Renewal Application Contents.** In addition to contents required by law, the Renewal Application shall include additional information requested by the Institute Renewal Application regarding progress toward meeting the Institute's accreditation indicators. The Institute may modify this format without prior notice to the School.

11.2 Criteria for Non-Renewal or Revocation. The Institute may terminate, revoke, or deny renewal of the Contract for any of the grounds listed in **C.R.S. § 22-30.5-511(3), (4) and (4.5)** and **1 CCR 302-1**. The Institute will annually provide feedback about the School's progress toward meeting the Institute's accreditation requirements and other goals and objectives, in accordance with the CSI Annual Review of Schools. Grounds for termination, revocation, or denial will be in alignment with statute, CSI rule, and the CSI Annual Review of Schools. In addition, the School may be non-renewed if:

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; or

B. The School is accredited with a turnaround plan and does not attain a higher accreditation rating at its next performance review in accordance with **C.R.S. § 22-11-406(3)**.

11.3 School-Initiated Termination. Should the School choose to terminate this Contract before the end of the Contract term, it must do so in accordance with Institute rules and the procedures set forth in **1 CCR 302-1**, including providing notice to the Institute of the desired termination at least 10 months prior to the proposed effective date of termination. The School and Institute may waive or shorten the prior notice period by mutual agreement.

11.4 Dissolution. In the event the School ceases operations for whatever reason, including the non-renewal or revocation of this Contract, the School agrees to continue to operate its education program until the end of the school year or another mutually agreed upon date. The Institute will supervise and have authority to conduct the winding down of the business and affairs for the School; provided, however, that in doing so, the Institute does not assume any liability incurred by the School beyond the funds allocated to it by the Institute under this Contract. School personnel and the School Board shall cooperate fully with the winding down of the affairs of the School, including convening meetings with parents at the Institute's request and counseling with students to facilitate appropriate reassignment.

As required by **C.R.S. § 22-30.5-513(6)(b)**, upon dissolution of the School, any moneys remaining after paying the School's debts and obligations incurred in connection with activities authorized by this Contract, and not requiring return or transfer to donors or grantors, will become the property of the Institute (or another charter school within the Institute, as determined by the Institute and the School in advance of dissolution). The School will execute all necessary documents required to convey such items. At the time of donation, any moneys requiring return or transfer to the donor or grantor shall be clearly documented. The School shall not commingle such funds with public moneys during the School's operations or wind down. Upon dissolution, all such documentation shall be provided to the Institute. In the event of a conflict between the dissolution provisions set forth in this Contract and those in the School's bylaws or articles of incorporation, this Contract provision shall control.

11.5 Return of Property. In the event of termination or dissolution, all assets or property owned by the School that was purchased in whole or in part with funding provided by the Institute (including but not limited to real property, personal property, and financial assets) or that was purchased with federal grant funds through the Institute acting in its role as a fiscal agent, will be returned to and will remain the property of the Institute (or another charter school within the Institute) or will otherwise be distributed pursuant to law. The School will execute all necessary documents required to convey such items. Notwithstanding the above, the Institute will not have the right to retain assets or property leased by the School, unless the Institute chooses to comply with the terms of that lease. All non-consumable grants, gifts, and donations from non-public sources, as well as assets or property purchased by the School from non-public funds will be considered the property of the School unless otherwise identified by the donor in writing and may be disposed of per the School's articles of incorporation or by mutual agreement with the Institute. Such assets or property shall be clearly marked and properly inventoried at the time of acquisition, and such documentation shall be provided to the Institute upon dissolution. Assets or property purchased exclusively with tuition paid by parents for a preschool program operated by or in conjunction with the School will not be subject to this paragraph. Assets or property not otherwise described in this **Section 11.5** may be disposed of per the School's articles of incorporation or by mutual agreement with the Institute. In the event of a conflict between the return of property provisions set forth in this Contract and those in the School's bylaws or articles of incorporation, this Contract provision shall control.

11.6 Termination and Appeal Procedures. In accordance with **1 CCR 302-1**, the Institute shall provide the School written notice of the grounds for termination and the date of the termination hearing before the Institute Board. Prior to providing this notice, or in connection therewith, the Institute shall, in accordance with Institute rules, send the School a Notice of

Breach. Termination shall not take effect until the School has exhausted or waived its opportunity to appeal such decision to the State Board.

11.7 Survival of Certain Contract Terms. Any provision of this Contract that imposes an obligation on a Party after termination or expiration of the Contract shall survive the termination or expiration of the Contract and shall be enforceable by the other Party.

SECTION 12: GENERAL PROVISIONS

12.1 Order of Precedence. In the event of any disagreement or conflict concerning the interpretation of state or federal laws, regulations, or requirements; this Contract; the Applications; or Institute policies, it is agreed that the order of precedence is as follows: state and federal laws, regulations, and requirements; the Contract and Institute policies; followed by the Applications.

12.2 Amendments. No amendment to this Contract will be valid unless ratified in writing by the Institute Board and the School Board and executed by authorized representatives of the parties.

12.3 Merger. This Contract, together with the Applications and with the attachments and exhibits thereto, contains all terms, conditions, and provisions hereof and the entire understandings and all representations of understandings and discussions of the parties relating thereto. All prior representations, understandings, and discussions are merged herein and superseded and canceled by this Contract.

12.4 Non-assignment. Neither party to this Contract will assign or attempt to assign any rights, benefits, or obligations accruing to the party under this Contract (including by merger) unless the other party agrees in writing to any such assignment. Such consent will not be unreasonably withheld, conditioned, or delayed.

12.5 Governing Law and Enforceability. This Contract will be governed and construed according to the Constitution and laws of the State of Colorado. If any provision of this Contract or any application of this Contract to the School is found contrary to law, such provision or application will have effect only to the extent permitted by law. Either party may revoke this Contract if a material provision is declared unlawful or unenforceable by any court of competent jurisdiction and the parties do not successfully negotiate a replacement provision. The parties agree to meet and discuss in good faith any material changes in law that may significantly impact their relationship as set forth in the Contract.

12.6 No Third-party Beneficiary. The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement will be strictly reserved to the parties. Nothing contained in this Contract will give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the parties to this Contract that any third party receiving services or benefits hereunder will be deemed an incidental beneficiary only.

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

12.8 Notice. Unless otherwise specifically provided herein, any notice required or permitted under this Contract must be in writing and will be effective upon personal delivery or email delivery where an email address has been provided (subject to verification of service or acknowledgement of receipt), or three days after mailing when sent by certified mail, postage prepaid by the sender, using the addresses listed below. Either party may change the address for notice by giving written notice to the other party pursuant to this **Section 12.8**. Either party may from time to time designate in writing the persons to whom notice shall be sent.

If to Institute:

Colorado Charter School Institute
1600 Broadway, Suite 1250
Denver, CO 80202

If to School:

Academy of Arts and Knowledge
4800 Wheaton Drive
Ft. Collins, CO 80525

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

12.10 Conflict with Exhibits. In the event of conflicts or inconsistencies between this Contract and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: first, the terms and provisions of this Contract; second, the Renewal Application; third, the Original Application; and then the remaining exhibits.

12.11 Counterparts; Signature by Facsimile. This Contract may be signed in counterparts, which shall together constitute the original Contract. Signatures received by facsimile or electronic mail by either of the parties shall have the same effect as original signatures.

12.12 Business Days. As used in this Contract, “business day” means any day other than a Saturday or Sunday or a day on which government institutions in the State of Colorado are closed in recognition of established holidays.

12.13 Referenced Laws, Policies, and Procedures. The parties agree that unless context clearly establishes otherwise, all references to applicable laws, statutes, rules, regulations, or policies are intended to include: (1) federal statutes and regulations, including interpretations and guidance from the responsible federal agencies; (2) state statutes and rules,

including interpretations and guidance from the responsible state agencies, or (if waived) the replacement plan pursuant to **Section 5.9** of this Contract; (3) Institute policies and procedures; and (4) local ordinances, if generally applicable to public schools within the local government's jurisdiction.

12.14. Declared Disasters and Public Health Orders. Should the School at any time be, due to a disaster declared by federal, state, or local authorities, or the terms of public health orders, be unable to comply fully with any term of this contract, such compelled noncompliance shall not be deemed a material breach of this contract and the Parties shall collaborate to determine substitute rules or expectations that will allow the most effective education of students that is practical, while protecting the health, welfare and safety of students, families, staff, and the general public, for the duration of such disaster or public health emergency.

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

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

<p style="text-align: center;"><u>SCHOOL</u> ACADEMY OF ARTS AND KNOWLEDGE</p> <p>By: _____ Board Chair, Academy of Arts and Knowledge Board of Directors</p> <p>Date: _____</p> <p>Attest: _____ Secretary, Academy of Arts and Knowledge Board of Directors</p> <p>Date: _____</p>	<p style="text-align: center;"><u>INSTITUTE</u> STATE CHARTER SCHOOL INSTITUTE</p> <p>By: _____ Board Chair, Colorado Charter School Institute Board of Directors</p> <p>Date: _____</p> <p style="text-align: center;"><u>LEGAL REVIEW</u> Philip J. Weiser, Attorney General</p> <p>By: _____ Assistant Attorney General</p> <p>Date: _____</p>
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EXHIBIT A: RESOLUTION TO APPROVE THE CHARTER RENEWAL APPLICATION

Agenda Item VIII.a.ii. Academy of Arts and Knowledge Renewal Application RESOLUTION 2037

RESOLUTION 2037

CONCERNING THE RENEWAL APPLICATION TO THE COLORADO CHARTER SCHOOL INSTITUTE FROM ACADEMY OF ARTS AND KNOWLEDGE

WHEREAS, the existing charter school contract between the Colorado Charter School Institute (“CSI”) and Academy of Arts and Knowledge (“AAK” or “the Applicant”) is set to expire on June 30, 2021;

WHEREAS, during the Spring of 2020, the Applicant was notified along with all renewal schools that the foundation for the charter school renewal analysis and decision-making would be the CSI Annual Review of Schools (CARS);

WHEREAS, on June 16, 2020 the CSI Board Performance Management Committee convened to discuss and approve modifications to the charter renewal process in response to the suspension of state assessments during the 2019-2020 school year and the COVID-19 pandemic;

WHEREAS, during the Fall of 2020, CSI received a charter renewal application from the Applicant;

WHEREAS, the renewal application process was conducted in accordance with Colorado law C.R.S. § 22-30.5-511;

WHEREAS, during the Fall of 2020, the CSI Board held a public hearing during which the Applicant provided information to the Board and answered questions about the renewal application;

WHEREAS, the renewal application was examined in accordance with national best practices for charter school application review which included, but was not limited to, CSI staff review of all available cumulative annual and interim student performance data, school financial performance data, governance/operations data, and other outcomes data covering the full term of the Applicant’s contract;

WHEREAS, during the Fall of 2020, CSI staff conducted a site visit to corroborate and augment the information found in the charter renewal application and the CARS Report, and verify that the Applicant is implementing identified improvement strategies with fidelity;

WHEREAS, on November 6, 2020, the Applicant received its preliminary CARS Report summarizing cumulative academic information, financial and operations information and its CSI Accreditation Rating; and had the opportunity to provide additional information related to the preliminary CARS Report and the annual review documentation;

WHEREAS, on December 4, 2020, CSI staff provided a copy of the attached staff report and renewal recommendation, to the Applicant;

WHEREAS, on December 8, 2020, the CSI Board Performance Management Committee

convened to discuss the application and the staff recommendation, and the recommendation was forwarded to the full Board for consideration at the December 15, 2020 CSI Board Meeting; and

WHEREAS, the CSI Board has fully considered the renewal request from the Applicant, as well as the recommendation report from CSI staff, and all the additional information provided by the Applicant;

NOW, THEREFORE, BE IT RESOLVED by the CSI Board that the application from AAK is hereby approved for a FIVE-YEAR period;

BE IT FURTHER RESOLVED, that the following condition be fulfilled prior to execution of the charter renewal contract:

Condition #1: Submit your waiver request for inclusion as a contract exhibit. Note: Please review the CSI's waiver guidance and submit your request using the waiver template (<https://resources.csi.state.co.us/waivers/>). Due January 15, 2021.

BE IT FURTHER RESOLVED that the following milestone be incorporated into the charter renewal contract, which is subject to the review and approval of the Institute and the School and which may be adjusted as needed to ensure the greatest likelihood of a success:

Milestone #1: Should the School's free- and reduced-price eligible and special education enrollment fall below that of the School's local comparison schools based on the annual October Count, the School shall provide a plan to ensure that gap is reduced in the following year. Such plan must address staffing, budget, service provisions, identification, and recruitment and will be presented at the CSI Board's Performance Management Committee. Due January 31st each year.

BE IT FURTHER RESOLVED, that this decision be communicated to AAK as soon as practicable and is hereby incorporated into the record.

Adopted this 15th day of December, 2020.

COLORADO CHARTER SCHOOL INSTITUTE

By: 
Jill A. Schurz (Dec 16, 2020 10:20 MST)
Chair, Board of Directors

I certify that the foregoing Resolution No. 2037 was adopted by the CSI Board of Directors at a regular Board meeting upon notice as required by law on December 15, 2020, by a roll-call vote of Aye , Nay , and Abstention .

By: 
Eric Lerum (Dec 16, 2020 11:36 MST)
Secretary, Board of Directors

Agenda Item VIII.a.ii. Academy of Arts and Knowledge Renewal Application RESOLUTION 2037

Final Audit Report

2020-12-16

Created:	2020-12-16
By:	Amanda Oberg (amandaoberg@csi.state.co.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJQwc-SBpMW3_6LZZIDrtxZenvbluco3

"Agenda Item VIII.a.ii. Academy of Arts and Knowledge Renewal Application RESOLUTION 2037" History









-  Document created by Amanda Oberg (amandaoberg@csi.state.co.us)
2020-12-16 - 4:52:28 PM GMT - IP address: 24.128.28.2
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-  Document e-signed by Eric Lerum (ericlerum@gmail.com)
Signature Date: 2020-12-16 - 6:36:31 PM GMT - Time Source: server- IP address: 67.190.108.105
-  Agreement completed.
2020-12-16 - 6:36:31 PM GMT

EXHIBIT B: ARTICLES OF INCORPORATION AND BYLAWS

Document must be filed electronically.
Paper documents are not accepted.
Fees & forms are subject to change.
For more information or to print copies
of filed documents, visit www.sos.state.co.us.



Colorado Secretary of State
Date and Time: 03/25/2015 11:31 AM
ID Number: 20151210175
Document number: 20151210175
Amount Paid: \$50.00

ARJIDE SPACE FOR OFFICE USE ONLY

Articles of Incorporation for a Nonprofit Corporation filed pursuant to § 7-122-101 and § 7-122-102 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name for the nonprofit corporation is Academy of Arts and Knowledge Preschool.
(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

2. The principal office address of the nonprofit corporation's initial principal office is

Street address

4512 McMurry Drive

(Street number and name)

Fort Collins

(City)

CO

(State)

80525

(ZIP/Postal Code)

United States

(Country)

(Province - if applicable)

Mailing address

(Leave blank if same as street address)

(Street number and name or Post Office Box information)

(City)

(State)

(ZIP/Postal Code)

(Province - if applicable)

(Country)

3. The registered agent name and registered agent address of the nonprofit corporation's initial registered agent are

Name

(if an individual)

Kornfeld

(Last)

Samuel

(First)

(Middle)

(Suffix)

OR

(if an entity)

(Caution: Do not provide both an individual and an entity name.)

Street address

4512 McMurry Drive

(Street number and name)

Fort Collins

(City)

CO

(State)

80525

(ZIP Code)

Mailing address
(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City) CO (State) (ZIP Code)

(The following statement is adopted by marking the box.)

☒ The person appointed as registered agent above has consented to being so appointed.

4. The true name and mailing address of the incorporator are

Name
(if an individual) Arrington Barry
(Last) (First) (Middle) (Suffix)

OR
(if an entity)
(Caution: Do not provide both an individual and an entity name.)

Mailing address 3801 E Florida Ave
(Street number and name or Post Office Box information)
Suite 830
Denver CO 80210
(City) (State) (ZIP/Postal Code)
United States
(Province – if applicable) (Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

☐ The corporation has one or more additional incorporators and the name and mailing address of each additional incorporator are stated in an attachment.

5. (If the following statement applies, adopt the statement by marking the box.)

☐ The nonprofit corporation will have voting members.

6. Provisions regarding the distribution of assets on dissolution:

Upon dissolution of this corporation, its assets shall be distributed to the for one or more exempt purposes within the meaning of section 501(c)(3) of the Code (or the corresponding section of any future tax code), or shall be distributed to the federal government, or to a state or local government for a public purpose. Any such assets not so disposed of shall be disposed of by the district court of the county in which the principal office of the corporation is then located exclusively for such purposes or to such organization or organizations as said court shall determine, which are organized and operated exclusively for such purposes.

7. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

☒ This document contains additional information as provided by law.

8. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are _____
(mm/dd/yyyy hour:minute am/pm)

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.

9. The true name and mailing address of the individual causing the document to be delivered for filing are

Arrington	Barry		
(Last)	(First)	(Middle)	(Suffix)
3801 E Florida Ave			
(Street number and name or Post Office Box information)			
Suite 830			
Denver	CO	80210	
(City)	(State)	(ZIP/Postal Code)	
	United States		
(Province – if applicable)	(Country)		

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

☐ This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet 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/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

ARTICLE I

This corporation is organized exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the Code).

The corporation is organized in accordance with the laws of the State of Colorado and, specifically, the Colorado Revised Nonprofit Corporation Act. The corporation is organized and shall be operated exclusively for charitable or educational purposes. No part of the net earnings of the corporation shall inure to the benefit of any private shareholder or individual, and no substantial part of the activities of the corporation shall be carrying on propaganda, or otherwise attempting to influence legislation (except as otherwise provided in subsection 501(h) of the Code), and the corporation shall not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of (or in opposition to) any candidate for public office or in any activity not permitted to be carried on (i) by a corporation exempt from federal income tax under Section 501(c) (3) of the Code, or (ii) by a corporation, contributions to which are deductible under Section 170(c) (2) of the Code.

ARTICLE II

The period of duration of the corporation shall be perpetual.

ARTICLE III

The corporation shall have no members.

ARTICLE IV

The corporation shall have and may exercise all of the rights, powers and privileges now or hereafter conferred upon nonprofit corporations organized under the laws of Colorado, except as expressly provided in these Articles. In addition, the corporation may do everything necessary, suitable or proper to the accomplishment of any of its corporate purposes. The corporation may conduct part or all of its business in any other part of Colorado, of the United States or the world and may hold, purchase, lease and

convey real and personal property in any of such places.

ARTICLE V

A. All income of the corporation for each taxable year (for federal income tax purposes) shall be distributed at such time and in such manner so as not to subject the corporation to federal tax under Section 4942 of the Code.

B. The corporation shall not (i) engage in any self-dealing (as defined in Section 4941(d) of the Code); (ii) return any excess business holdings (as defined in Section 4943(c) of the Code); (iii) make any investments in such manner as to subject the corporation to tax under Section 4944 of the Code; or (iv) make any taxable expenditures (as defined in Section 4945(d) of the Code).

ARTICLE VI

A. The business and affairs of the corporation shall be managed by a board of directors which shall be elected as provided in the bylaws.

B. The initial board of directors shall consist of four persons who shall serve until their successors are elected or appointed.

C. The number of directors may be increased or decreased (but not to less than one) from time to time in accordance with law and with the bylaws of the corporation, but no decrease shall have the effect of shortening the term of an incumbent director.

ARTICLE VII

No contract or other transaction between the corporation and one or more of its directors or any other corporation, firm, association, or entity in which one or more of its directors are directors or officers or are financially interested shall be either void or voidable solely because such directors are present at the meeting of the board of directors or a committee thereof which authorizes, approves, or ratifies such contract or transaction, or solely because their votes are counted for such purpose, if: (a) the fact of such relationship or interest is disclosed or known to the board of directors or

committee which authorizes, approves, or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of such interested directors; or (b) the contract or transaction is fair and reasonable to the corporation. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the board of directors or a committee thereof which authorizes, approves, or ratifies such contract or transaction.

ARTICLE VIII

No director of the corporation shall be personally liable to the corporation for monetary damages for breach of fiduciary duty as a director, except as otherwise provided by the Colorado Revised Nonprofit Corporation Act, as amended.

ARTICLE IX

A. The corporation shall indemnify, to the extent permitted by law, any person who is or was a director, officer, agent, fiduciary or employee of the corporation against any claim, liability or expenses arising against or incurred by such person as a result of actions reasonably taken by him at the direction of the corporation. The corporation shall further have the authority to the full extent permitted by law to indemnify its directors, officers, agents, fiduciaries and employees against any claim, liability or expense arising against or incurred by them in all other circumstances and to maintain insurance providing such indemnification.

B. In no case, however, shall the corporation indemnify or reimburse any person for any federal excise taxes imposed on such individual under Chapter 42 of the Code. Further, if at any time or times the corporation is a private foundation within the meaning of Section 509 of the Code, then during such time or times, no payment shall be made under this Article X if such payment would constitute any act of self-dealing (as defined in Section 4941(d) of the Code) or a taxable expenditure (as defined in Section 4945(d) of the Code).

ARTICLE X

A. The corporation may be dissolved by a two-thirds (2/3) vote of the directors of the

corporation.

B. Upon dissolution of this corporation, its assets shall be distributed to the for one or more exempt purposes within the meaning of section 501(c)(3) of the Code (or the corresponding section of any future tax code), or shall be distributed to the federal government, or to a state or local government for a public purpose. Any such assets not so disposed of shall be disposed of by the district court of the county in which the principal office of the corporation is then located exclusively for such purposes or to such organization or organizations as said court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE XI

The articles of incorporation may be altered, amended or repealed with the approval of a majority vote of the directors for the corporation in office.

Academy of Arts and Knowledge Bylaws

BYLAWS OF
NORTHERN COLORADO ACADEMY OF ARTS AND KNOWLEDGE
dba
ACADEMY OF ARTS AND KNOWLEDGE
A COLORADO PUBLIC CHARTER SCHOOL

ARTICLE I — GENERAL

1.1 *Name.* The name of the organization governed hereby is Northern Colorado Academy of Arts and Knowledge dba Academy of Arts and Knowledge (“the School” or “AAK”).

1.2 *Location.* The School shall be located anywhere in the Poudre School District (“the geographic school district”) or its contiguous districts that the Board of Directors (“Board”) directs.

1.3 *Vision and Mission.* The Board will maintain Vision and Mission statements and display them for the School to see and use.

1.4 *Office.* The primary office of the corporation will be located in Fort Collins, Colorado or such other site as may be designated by the governing Board.

1.4 *Members, Stock & Seal.* The corporation shall have no members, no stock and no seal.

1.5 *Fiscal Year.* The fiscal year of the corporation shall be July 1 — June 30.

1.6 *General Powers.* The corporation shall have all the powers granted non-profit corporations under the Colorado Revised Nonprofit Corporations Act, and, in relation to any charter schools it operates, all powers granted to charter schools under the Colorado Charter Schools Act, and all powers appropriate to a nonprofit corporation or charter school provided for in other laws of the State of Colorado now in effect or hereinafter enacted.

ARTICLE II — BOARD OF DIRECTORS — OFFICERS

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

Establishing strategic direction for student achievement and school excellence;

Establishing general policies for the school;

Approving the school budgets;

Negotiating, reviewing and approving the charter agreements;

Causing the preparation and delivery of such reports, applications for renewal or other documents as may be required to continue charter status or otherwise comply with law;

Academy of Arts and Knowledge Bylaws

Negotiating, reviewing and approving the management agreement; the management company fulfills the Board's strategic direction goals;
Selecting and retaining its own advisers, employees or agents, as needed from time to time; and,
Overseeing and reviewing implementation of the budget, agreements and policies governing operation of the school.

Implementation of day-to-day administrative operations of the school and policies established by the Board shall be the responsibility of contractors, employees or others identified by the Board including but not limited to, a management company.

2.2 Number of Directors — Appointment & Term. The Board shall be composed of a minimum of five Directors, with a maximum of nine Directors. Directors shall not be teachers or other paid employees of the School. Nominated candidates may be appointed by a majority vote of the Board or Directors. Meetings to appoint directors to the board, fill vacancies, elect officers or remove directors shall only take place where advance notice has been given, both to the public as required by law, and individually delivered to all directors no less than forty-eight (48) hours before said meeting. All directors will be appointed or elected for staggered terms of one to three years. Directors may be reappointed or re-elected. The timing of elections and appointments after the initial formation of the Board will be arranged by the Board so that the terms of directors are staggered. Appointment to a vacancy thereafter will be for the remainder of an unexpired term. The Board may call for an directorship election as described in Article VII.

2.3 Officers. The Board shall select its officers from its own number, by majority vote of a quorum, and which may include: Board Chair, Vice-President, Secretary, Treasurer, and any other position that the Board may nominate. Generally, election of officers shall take place annually at a meeting held in June, July or August.

2.4 Absence or Inability — Recall & Removal — Resignation — Vacancies. In the absence or inability of any officer, the Board may delegate the powers and duties of such officer, except as otherwise provided herein, to any director. A director may be removed, with or without cause, by vote of all other directors then serving on the Board. Without limitation, Board members may be removed for failure to reasonably participate in board meetings; breach of confidentiality affecting student records or information, personnel records or information, or matters discussed in a proper executive session of the Board; or failure to disclose, or other violations related to, a conflicting interest transaction. Removal under this provision shall be made effective on a date certain. If any director or officer duly appointed submits a resignation to the Board such resignation shall be effective upon receipt and a vacancy on the Board exists. Upon vacancy for a directorship or an unexpired term in any office, the remaining directors have the option to appoint a replacement to fill the vacancy or may schedule a special election to fill the vacancy. Unless an officer or director resigns or is unable or unwilling to serve, or removed, the officer or director shall continue in office or a directorship until a replacement is selected. Eligible voters may demand the recall of a named Director through a petition to that effect signed within a two week period by thirty-three percent of then-eligible voters, and immediately thereafter submitted to the front office. Upon receipt of such a petition, the Board will cause the prompt scheduling of a new election. A Director may only be recalled once within any six(6) month period.

Academy of Arts and Knowledge Bylaws

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

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

2.7 *Vice-President.* The Vice-President shall preside over Board meetings in the absence or inability of the Board-Chair and may be delegated by the Board-Chair any duties or powers of the Board-Chair. The Vice-President may simultaneously serve as either Secretary or Treasurer. Upon full assumption of the office of Board-Chair, the office of Vice-President and any other office held by that person shall be vacant.

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

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

ARTICLE III — MEETINGS & COMMITTEES — BOOKS & RECORDS

3.1 *Regular & Special Meetings — Quorum.* Regular meetings of the Board shall be held during the year, the times to be fixed by the Board in advance. Notice of regular Board meetings shall be given in writing or email, in advance of the date of said meeting, to each director, provided that notice of a schedule of fixed meeting dates shall suffice as the notice required by this section. Special meetings may be called by the Board-Chair, regular meetings may be canceled by the Board-Chair and, in such cases, a reasonable effort shall be made to give actual advance notice of such meetings or cancellations to each director. A majority of the directors then in office shall constitute a quorum for conducting business and a majority of a quorum shall

Academy of Arts and Knowledge Bylaws

be sufficient to take action on any subject. The Board shall conduct all meetings in accordance with the Colorado Open Meetings Act. The Board may proceed into an executive session at any regular or special meeting of the Board upon a vote of two thirds of the quorum present, for the reasons permitted by the Colorado Open Meetings Act. The Board shall designate the place of posting, as required by that Act.

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

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

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

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

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

ARTICLE IV — FINANCES

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

Academy of Arts and Knowledge Bylaws

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

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

ARTICLE V — LEGAL COMPLIANCE

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

5.2 *Consistency with Internal Revenue Code.* Notwithstanding any other provision of these bylaws, the corporation shall neither compensate any person, nor reimburse expenses, nor indemnify losses, nor purchase any insurance in any manner or to any extent that would jeopardize or be inconsistent with qualification of the corporation as an organization described in section 501(c)(3) of the Internal Revenue Code of 1986, or that would result in the imposition of any liability under the Code.

5.3 *Nondiscrimination.* At no time shall the corporation engage in any action, with regard to faculty, employees, vendors, volunteers, parents, students or others which in violation of federal, state, or local law improperly discriminates on the bases of race, ethnicity, national origin, religion, gender, marital status, disability, military status, sexual orientation, gender identity or gender expression.

5.4 *Nepotism.* A director or officer may not participate in the hiring, contracting, or employment of any relative of the director or officer. A relative is defined as any person, who whether by blood, marriage, or adoption, is the director or officer's spouse, child, grandchild, parent, grandparent, sibling, aunt, uncle, niece, nephew, or other family member who resides in the same household as the director or officer. If the hiring, contracting, or employment of a relative is proposed by the board, a director or officer must give notice to the board of the family relationship. Notice of a family relationship must be given by the director or officer at a meeting of the board at which a record is kept and a quorum of the board is in attendance.

Academy of Arts and Knowledge Bylaws

The remaining board with no family relationship must weigh the hiring, contracting, or employment of a relative on its merits. Any such determination by the remaining board with no family relationship must include evaluation of at least two non-relatives unless good cause is shown that non-relative options are unavailable. If the remaining board with no family relationship does find the relative to be the best choice the board must demonstrate that the relative was the best option of the available candidates to serve the board's goals.

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

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

ARTICLE VI — INDEMNIFICATION

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

ARTICLE VII — ELECTIONS

7.1 *Board Powers*. The Board shall have the power to adopt policies or resolutions regarding election procedures, carry out regular and any special elections, fix the form of ballots, rule on any election dispute, designate directors or employees to carry out tasks necessary to conducting the election, take remedial measures (such as, for good cause, adjusting dates otherwise established in these bylaws), and adopt any other resolution that may be necessary or appropriate to assure that the elections are properly conducted. The Board may establish rules to assure that campaigning does not interfere with the education of students or ordinary operation of the school. The responsibility for administering elections may be delegated by the Board to a committee, the CAO or to other administrative officials.

Academy of Arts and Knowledge Bylaws

7.2 *Notice.* If the Board calls for an election eligible voters will be notified of the date of the next Board election, the term of the Board positions open, the number of positions open, the eligibility requirements and the application procedure. Whenever notice to eligible voters is given, such notice shall be sufficient if given by the School's normal means of communicating with parents and the School shall have no obligation to notify separately parents who, through no action of the School, lack access to or fail to receive such communications.

7.3 *Director Eligibility.* Candidates may be required to complete a nomination process as prescribed by the Board. Directors may be elected by eligible voters or appointed by the Board. The Board may establish, maintain and follow an Election Policy.

7.4 *Eligibility of Voters.* The custodial parents or legal guardians of children who attend the School shall be eligible to vote in the School elections. Such parents or legal guardians shall each cast one ballot, regardless of the number of children they have enrolled in the School. No family shall cast more than two ballots.


ARTICLE VIII — AMENDMENTS

8.1 *Amendments by Majority Vote & At Regular Meeting.* Amendments to the articles of incorporation and bylaws may be made by a majority vote of all directors at a regular meeting, as further provided in 8.2 and 8.3, and not otherwise.

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

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

Adopted by the Board of Directors this 22 day of October 2020.



Sam Kornfeld
Board-Chair

EXHIBIT C: REQUESTED WAIVERS

School Name: Academy of Arts & Knowledge
School Address (mailing): 4800 Wheaton Drive, Fort Collins, CO 80525
Charter School Waiver Contact Name: Nichole Schlagel
Charter School Waiver Contact Phone Number: 970-226-2800
Charter School Waiver Contact Email: nschlagel@aakelementary.org
Charter School Institute Waiver Contact Name: Stephanie Aragon
Charter School Institute Waiver Contact Phone Number: 720-315-6042
Charter School Institute Waiver Contact Email: stephaniearagon@csi.state.co.us

Automatic Waivers	
State Statute Citation	Description
C.R.S. § 22-32-109(1)(f)	Local board duties concerning selection of staff and pay
C.R.S. § 22-32-109(1)(t)	Determine educational program and prescribe textbooks
C.R.S. § 22-32-110(1)(h)	Local board powers-Terminate employment of personnel
C.R.S. § 22-32-110(1)(i)	Local board duties-Reimburse employees for expenses
C.R.S. § 22-32-110(1)(j)	Local board powers-Procure life, health, or accident insurance
C.R.S. § 22-32-110(1)(k)	Local board powers-Policies relating to 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

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 Charter School Institute (“CSI”), 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 CSI, 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 CSI or the school.
How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the same performance criteria and assessments that apply to the school, as set forth in the charter contract.
Expected Outcome: The school expects that, as a result of this waiver, it will be able to manage its own financial affairs.

C.R.S. §22-32-109(1)(n)(I) Board of Education- Specific Duties <i>School Calendar</i>
C.R.S. §22-32-109(1)(n)(II)(A) Board of Education- Specific Duties <i>Determine teacher-pupil contact hours</i>
C.R.S. §22-32-109(1)(n)(II)(B) Board of Education- Specific Duties <i>District Calendar</i>
Rationale: The school year at AAK will total approximately 180 days per year, which exceeds the current contact hour requirement in state statute. The school will always meet at least the minimum required time as detailed in state law.
Replacement Plan: The school will prescribe the actual details of its own school calendar to best meet the needs of its students. As such, the school will have a calendar that may differ from the rest of the schools within the geographic district. The final calendar and the school’s daily schedule will be designed by the School’s Board of Directors and will meet or exceed the requirements in state statute. In accordance with Charter School Institute (“CSI”) policy, the school will submit its calendar annually to CSI for review and will not make any material modifications to the calendar without notification to CSI.
Duration of Waivers: The waiver will extend for the duration of the contract.
Financial Impact: The school anticipates that the requested waivers will have no financial impact on CSI or the school.

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

Expected Outcome: As a result of this waiver, the school will be able to operate in accordance with its own schedule, designed to meet the needs of its community and educational program, which is vital to the success of its program.

C.R.S. § 22-63-201 Employment Certificate Required

Rationale: The school must be granted the authority to hire teachers and principals that will support the school's goals and objectives. The principal will not function as a traditional District school principal, but rather will be responsible for a wider range of tasks and act as the school's chief executive officer.

Replacement Plan: The school will seek to attract principals and teachers from a wide variety of backgrounds, including, but not limited to teachers from out-of-state, teachers with a lapsed Colorado certificate, persons with several years of successful teaching experience in a setting not requiring a license, as well as persons with business or professional experience. All employees of the school will be employed on an at-will basis. All employees of the school will meet applicable fingerprinting and background check requirements. All school employees will meet the guidelines set forth in the Colorado state ESSA plan, specifically (1) endorsement on a Colorado teaching license; (2) holding at least a BA or higher in the relevant subject area; (3) completing 36 semester credit hours in the subject matter in which s/he teaches; or (4) passing a State Board approved content exam in the relevant subject area. Special Education Teachers will hold the requisite state license and endorsement. AAK will report the number of in-field/out-of-field teacher designations, years of experience of teachers, or any other requirements promulgated by CDE.

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

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

How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the same performance criteria and assessments that apply to the school, as set forth in the Charter Agreement.

Expected Outcome: As a result of this waiver, the school will be able to operate in accordance with its own program and hire teachers that best fit the school's design, which is vital to the success of its program.

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

<p>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 be operating differently from other schools with a unique curriculum for which having the proper teaching staff is essential. No other school should have the authority to transfer its teachers into the School or transfer teachers from the school to any other schools.</p>
<p>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 teacher transfers within the Charter School Institute (“CSI”). However, to the extent that teachers are transferred to other positions or grades within the school, there shall be no discrimination shown toward any teacher in the assignment or transfer of that teacher because of sex, sexual orientation, marital status, race, creed, color, religion, national origin, ancestry, or membership or non-membership in any group or organization. Race includes hair texture, hair type, or a protective hairstyle that is commonly or historically associated with race.</p>
<p>Duration of Waivers: The waiver will extend for the duration of the contract.</p>
<p>Financial Impact: The school anticipates that the requested waivers will have no financial impact on CSI or the school.</p>
<p>How the Impact of the Waivers Will be Evaluated: 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.</p>
<p>Expected Outcome: The school expects that, as a result of this waiver, it will be able to manage its own personnel affairs.</p>

<p>C.R.S. § 22-9-106 Local board of education-duties-performance evaluation system; C.R.S. § 22-2-112(1)(q)(I) Commissioner duties</p>
<p>Rationale: The school and its Principal or designee must have the ability to perform the evaluation of all personnel. Should any other designated administrator not have a Principal License, this should not preclude him or her from administering the evaluations under the direction of the Principal. The Board of Directors must also have the ability to perform the evaluation for the school leader. Additionally, the school should not be required to report its teacher evaluation ratings as a part of the commissioner’s report as required by C.R.S. § 22-2-112(1)(q)(I), but will still report on in-field/out-of-field.</p>
<p>Replacement Plan: Instead, the school will use its own evaluation system as agreed to in the charter contract with the Charter School Institute (“CSI”). The school’s evaluation system will continue to meet the intent of the law as outlined in statute. Staff will be trained in this evaluation system. 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</p>

responsibilities, be based on research-based practices guiding the science of reading, have the goal of improving student academic growth, and meet the intent of the quality standards established in C.R.S. §§ 22-9-101 et seq. The school will not be required to report its teacher evaluation data through applicable state collections; however, teacher performance ratings data will be reviewed by the school and used to inform hiring practices and professional development. Core course level participation will continue to be reported pursuant to C.R.S. § 22-11-503.5, as this is a non-waivable statute.
Duration of Waivers: The waiver will extend for the duration of the contract.
Financial Impact: The school anticipates that the requested waivers will have no financial impact on CSI or the school.
How the Impact of the Waivers Will be Evaluated: 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.
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.

C.R.S. § 22-33-105(7)(b) Process for Disciplinary Appeals
Rationale: As a Charter School Institute ("CSI") charter school, the School's governing board must have the ability to hear disciplinary and related appeals under C.R.S. § 22-33-105(2)(c).
Replacement Plan: The charter contract delegates the authority to implement the School Attendance Law of 1963 to the school administration, which is consistent with state law; however, as opposed to the Colorado Charter School Institute ("CSI") carrying out the functions of a school district and its board, the governing board of the School will carry out those functions. To ensure that the School is meeting the intent of the law, the School will involve its legal counsel and CSI in any appeals to the governing board to ensure that students are being afforded appropriate due process. The School will develop a policy for carrying out the requirements of C.R.S. § 22-33-105 for review and approval by CSI. In addition, the School will report expulsion data pursuant to C.R.S. § 22-33-105(2.5).
Duration of Waivers: The waiver will extend for the duration of the contract.
Financial Impact: The School anticipates that the requested Waiver will have minimal financial impact on the School and no financial impact on CSI.
How the Impact of the Waivers Will be Evaluated: The School will be required to record all data involving suspensions and expulsions with access for review by both CSI and the School's governing board. In addition, the School's governing board will develop policies and procedures for suspensions, expulsions, and denial of admission for review and approval by CSI.

Expected Outcome: The outcome will be a fair and supportive process for the School to make appropriate determinations regarding the School Attendance Law of 1963 at the local level, with administrative oversight by CSI.

C.R.S § 22-7-1014(2)(a) Preschool Individualized Readiness Plans – School Readiness – Assessments

Rationale: AAK is a data driven school that is constantly evaluating and assessing students' academic readiness, character development, and physical well-being in order to ensure student success. AAK already has strong programs and assessments in place that assess students' physical well-being, social-emotional development, language and comprehension development, cognition, and knowledge.

Replacement Plan: Every kindergarten student at AAK will be administered a school readiness assessment within the first 60 calendar days of the school year. The assessment instruments used will be research based, reliable and valid. Methods and assessments used are clear and relevant and have the goal of improving student academic growth and meet the intent of the quality standards established in CRS 22-7-1014(2)(a). The data collected from these assessments will be used to develop an individualized readiness plan for each kindergarten student and will inform programming accordingly. This school readiness data will not be used to deny admission to first grade. The data collected will be made readily available to the Charter School Institute ("CSI"). CSI, and the school will report this data, as required by State law.

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

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

How the Impact of the Waivers Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to the School.

Expected Outcome: As a result of this wavier, the school will be able to implement the necessary policies to increase student achievement within existing structures.

EXHIBIT D: MILESTONES

1. Should the School's free- and reduced-price eligible and special education enrollment fall below that of the School's local comparison schools based on the annual October Count, the School shall provide a plan to ensure that gap is reduced in the following year. Such plan must address staffing, budget, service provisions, identification, and recruitment and will be presented at the CSI Board's Performance Management Committee. **Due January 31st each year.**

EXHIBIT E: ENROLLMENT PROCEDURES



Academy of Arts and Knowledge Enrollment Policy

Purpose and Scope: The Academy of Arts and Knowledge (AAK) Enrollment Policy is intended to provide guidelines for enrollment into AAK. The Policy also provides for a lottery process when the number of student applications exceeds the number of available seats.

Non-Discrimination/Eligibility: AAK welcomes all students and strives to create and maintain a diverse student population. Enrollment in AAK is open to all students residing in the state. Student recruitment and enrollment decisions shall be made in a nondiscriminatory manner as outlined in C.R.S. § 22-30.5-507(3). In all cases, student recruitment and enrollment decisions shall be made without regard to disability, race, creed, color, sex, sexual orientation, national origin, religion, ancestry, need for special education services, on any other protected class.

AAK serves grades K-5. To enroll, students must meet the appropriate age requirements set forth by state law and school policy. To be eligible for Kindergarten enrollment, students must be at least five years old on or before Pupil Count Day of the enrollment year. To be eligible for 1st grade enrollment, students must be at least six years old on or before the Pupil Count Day of the enrollment year. The school may approve enrollment of students eligible for Early Access in accordance with state. Law.

Distribution: This policy shall be available for public viewing and acknowledgement of such viewing shall be made part of the enrollment process when submitting an application for enrollment to AAK.

Declaration: By applying for enrollment into AAK all persons involved in the enrollment process declare that they have read and understand the enrollment policy of AAK and will abide by this policy.

How to apply to AAK:

- 1.) Applications are initiated by a parent or legal guardian, completing and submitting the TPAAK student enrollment request form. The student enrollment request form may be accessed and submitted online. (www.aakelementary.org) or picked up at the school office and turned in there as well. Open enrollment occurs each year from November 1st to February 28th. Open enrollment for kindergarten occurs each year from November 1st to January 31st.
 - a. A child must be five (5) years of age by the October 1 in the school year being applied for, when being enrolled into Kindergarten. (Unless applying for Early Admittance then follow the Early Admittance guidelines set forth by the Board of Directors of AAK.)

Academy of Arts and Knowledge Enrollment Policy
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- 2.) Current students at AAK must submit their intent to re-enroll during this open enrollment time frame as well. If the student enrollment request form is not completed and submitted between November 1st to February 28th, the family will forfeit the student seat.
 - a. If a current student does not re-enroll between November 1st and February 28th then they must reapply and participate in AAK's lottery process, if needed, as a new student.

Enrollment Caps per grade level:

TPAAK Governance Board will set grade level enrollment caps each year and will retain the right to adjust those caps as needed. The TPAAK Board has set preferred enrollment numbers per grade level. They are Kindergarten-Third: 24 students; 4th - 5th grade: 25 students. Each year, given varying enrollment demands, these numbers can be exceeded by two net students per class. To exceed a class size by 3 or more students will require action from the AAK Governance Board. All class size limits for the enrollment year being filled through the lottery will be established by the Board at least one month BEFORE the lottery if they are to change from currently approved limits.

Enrollment Lottery:

- 1.) If the number of applicants at the close of open enrollment exceed the number of available seats, an enrollment lottery will be used to determine the placement of students for any grade level for which the applicants exceed capacity. The following guidelines and protocols will apply for any lottery.
 - a. Admissions Lottery Protocol
 - i. All applicants from the same family will be assigned one number using a random number generator to ensure equality.
 - ii. A AAK representative will randomly draw one number at a time from a container, starting with applicants in the lowest grade and moving up
 - iii. With each number drawn, open seats will be filled as called. If a grade level is full, the applicant will be placed on that grade level's waiting list.
 - iv. If a family with multiple siblings is selected, all of the siblings will fill the available spots in their respective grade level(s). If that grade level is already full, that sibling will be placed on that specific grade level's waiting list before another number is called.
 - v. Once selected for a seat, AAK will attempt to contact the family using the contact information provided on the application on the same day as the lottery or draw from waitlist. If the family cannot be reached on the same day, TPAAK will continue to attempt to contact the family for the next four business days. If the family cannot be reached during that time, they will forfeit their child/children's enrollment and the child/children will be placed at the bottom of the wait list.
 - vi. Completed enrollment paperwork must be submitted to the school within ten business days of receiving notification. If paperwork is not completed within that window, the family will forfeit their child/children's

Academy of Arts and Knowledge Enrollment Policy
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enrollment and that child/children will be placed at the bottom of the wait list. Declined seats will be given to students in the waiting list in the order determined by the lottery.

- vii. There will be a separate waiting list for each grade. All waiting lists will sunset at the end of the first semester each year. Waiting lists for each grade will be maintained by the AAK Office.
- viii. After the lottery is complete, new applicants that apply for enrollment will be placed at the end of the specific grade level waitlist in the order determined by the most recent date of application.

Waiting list:

After the lottery is complete, priority 1 applications will be granted seats as they become available. Priority 1 applications will be placed in order as determined by the earliest date of application. Once those seats are filled, all other applications will be granted seats as they each become available.

Definitions:

Enrollment Priority:

1. Defines the priority category in which students are selected for available seats based on sibling status. These priority categories are defined below: Siblings of students currently enrolled in AAK & children of AAK employees
2. All other applicants, including Early Admittance

AAK Sibling Status (Priority 1 Enrollment):

The status given to a new enrollment applicant if their sibling has attended AAK for any portion of the previous school year for which the new applicant is applying for.

AAK Employee Status (Priority 1 Enrollment):

The status given to children of AAK employees, which includes children of staff or faculty members that work at least half-time, have full or joint custody of the child, and who started work on or before the first day of school of the year in which they are submitting the application.

Early Admittance:

Applicants that wish to apply for kindergarten but are not five (5) years of age by October 1 in the school year enrollment is being applied for must apply for Early Admittance prior to the lottery following the Early Admittance Guidelines set forth by the Board of Directors for AAK for Acceleration into Kindergarten.

<p>Academy of Arts and Knowledge Enrollment Policy</p>
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Applicants that wish to apply for first grade but are not six (6) years of age by October 1 in the school year enrollment is being applied for must apply for Early Admittance prior to the lottery following the Early Admittance Guidelines set forth by the Board of Directors for AAK for Acceleration into Kindergarten.

Enrollment Fraud:

All enrollments are subject to verification. If any portion of the verification process reveals fraudulent enrollment activity (i.e. fraudulent priority status and age) the enrollment is deemed fraudulent, and the student(s) enrollment will be treated as void. If the misrepresentation is determined before Pupil Count Day, the student will be treated as no longer enrolled. If the determination is after Pupil Count Day, (1) the administration will seek to transfer the student, at an academically appropriate break, to another program, and (2) provide that no other program can be found the student(s) is banned from re-enrollment for the next school year.

Enrollment verification:

A process in which enrollment eligibility is verified. Such verification may include the review of academic records by a AAK school official to verify the academic eligibility of an applicant or enrolled student. This process can take place up to two (2) years after the child's enrollment. After two (2) years, the child's enrollment status is accepted by the AAK Board of Directors (BOD) without further verification, unless willful fraudulent activity is brought to the attention of AAK BOD members.

Director of Business & Operations:

The Director of Business & Operations of AAK is responsible for overseeing the enrollment and lottery process as described.

Registrar:

The Registrar is responsible for carrying out the enrollment and lottery process as described.

Lottery Official:

The person in charge of drawing names of applicants during the lottery process. The lottery official is a community member selected by the school. The individual shall not have a student in the school or an otherwise vested interest in the school.

Lottery Eligibility:

If a child meets the eligibility requirements set forth in the application for enrollment in AAK, that child is deemed to be eligible for enrollment in AAK and any necessary enrollment lottery with the following exceptions;

<p>Academy of Arts and Knowledge Enrollment Policy</p>
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-Children that were previously accepted for enrollment and declined enrollment are not eligible for enrollment or to enter the lottery process, regardless of enrollment priority status until the following years' enrollment.

- If an enrollment request is submitted that includes intentional fraudulent documents, statements, or other acts relevant to the determination as to whether the school is the appropriate placement of the student, including fraudulent or false information regarding the student's special needs or special education status, English language learner status, disciplinary history, or information related to whether the student may pose a threat to themselves or others, the student's enrollment application will be rejected.

Previous Student (K-5):

Once a K-5 student leaves AAK, such as transferring to another school, for any reason, the child must reapply for enrollment and participate in AAK's lottery process.

The exception to the above is if a family temporarily relocates, less than one-year in length, due to a military assignment. In this case, the family relocating must inform AAK their intent to return to AAK in writing. If the relocation is for longer than one year, a space will not be reserved for the child(ren) and the child(ren) must re-apply for enrollment for the next school year.

Change in status:

At any point during the enrollment process where any portion of an applicant's priority status would change, such as; A sibling's recent enrollment into AAK prior to the enrollment lottery taking place (grants sibling/priority 1 enrollment status), notification must be made to the AAK Executive Director and/or registrar regarding the change in status so that the enrollment application can be updated.

Sibling:

Siblings of currently enrolled students, which includes children whose primary guardian(s) are also the primary guardian(s) of other children already enrolled in the program (in the case of joint custody, primary guardians must have custody at least 50% of the time). This could include half-siblings, step-siblings, adopted siblings, cousins, nieces, or nephews being cared for by grandparents, etc.

Waitlist:

The waitlist is used to determine the remaining order of students selected during the lottery. Each applicant will be selected during the lottery. Once seats are filled, remaining students will be added to the waitlist in the order drawn. The waitlist is established after the lottery and is active through Pupil Count Day.

Academy of Arts and Knowledge Enrollment Policy
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Current School Year Enrollment Post Pupil Count Day: In the event that the class size in the requested grade level has been met, a student will be enrolled only if a student in the desired grade level leaves AAK after Pupil Count Day. Enrollment under this condition is subject to verification