



Charter School Contract

between

Academy School District 20

and

The Classical Academy

2023 - 2024

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CHARTER SCHOOL CONTRACT

THIS CHARTER SCHOOL CONTRACT (Contract), first executed on the 3rd day of March, 1997, and subsequently amended, is between the ACADEMY SCHOOL DISTRICT TWENTY ("School District") and THE CLASSICAL ACADEMY (TCA), a 501(c)(3) Colorado Corporation.

RECITALS

WHEREAS, the Colorado General Assembly has enacted the Charter Schools Act ("Act"), C.R.S. §§ 22-30.5-101 et seq., for certain purposes as enumerated in C.R.S. § 2230.5-102(2) and (3); and

WHEREAS, on October 1, 1996, an application was received from TCA for a charter school within the School District; and

WHEREAS, the School District's Board of Education ("Board") has determined that the Application submitted to the School District for the formation of TCA as a charter school, as further amended herein, complies with the purposes and requirements of the Charter Schools Act; and

WHEREAS, on December 5, 1996, the School District conditionally granted the Application, subject to the negotiation and execution of a contract acceptable to the School District and TCA; and

WHEREAS, TCA seeks approval of its Application, as amended herein, and desires certain waivers from Board policy and/or state law; and

WHEREAS, the School District has the authority to waive only those Board or Superintendent approved policies and/or regulations to the extent permitted by law; and

WHEREAS, the authority of the State Board of Education to provide waivers from requirements of state law only extends to provisions contained in Title 22 of the Colorado Revised Statutes; and

WHEREAS, the Contract was subsequently amended on various occasions through the use of separate addenda; and

WHEREAS, the parties desire that the addenda be incorporated into one document embodied by this incorporated Contract;

WHEREAS, The Classical Academy has expanded since it was founded and the parties desire that this contract apply to all of TCA's schools;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, including but not limited to the foregoing Recitals and their mutual covenants, the parties agree as follows:

AGREEMENT

1. Mission Statement. The mission statement of TCA as described in section 1 of the Application, is hereby accepted by the School District to the extent it is consistent with this Contract including provisions pertaining to student assessment and principles of the General Assembly's declared purposes for enacting the Charter Schools Act as set forth in C.R.S. §§ 22-30.5-102(2) and (3).

2. Goals, Objectives, and Pupil Performance Standards. The goals and objectives set forth in Section 2 of the Application and the pupil performance standards set forth in Section 2 of the Application are accepted by the School District, as amended by this Contract, and subject to the conditions set forth below:
 - 2.1. Student Attendance, Conduct, and Discipline. Unless and until TCA adopts its own set of written policies that are approved by the School District, TCA shall comply with and enforce all Board or Superintendent approved policies and regulations concerning student attendance, standards of conduct, and discipline.
 - 2.1.1. TCA may adopt its own written attendance policy and shall be granted a waiver from the School District's policy, so long as the policy is in compliance with Colorado's compulsory attendance laws, including, without limitation, hour requirements and the distinction made between excused and unexcused absences.
 - 2.1.2. TCA may adopt its own set of written policies concerning student conduct and student discipline and may be granted a waiver from corresponding School District policies if the developed policies are in compliance with applicable federal and state laws, including, without limitation, the grounds and procedures established by state statute for suspending, expelling, or denying admission to a student.
 - 2.1.3. In the event TCA proposes to expel a student, it shall notify the District administrator responsible for student discipline (currently the Director for Legal Relations), offer the student an opportunity for a hearing before a hearing officer secured by TCA, and present appropriate testimony and evidence at the hearing. For purposes of implementing these procedures, TCA shall designate employees to carry out the responsibilities of the principal and superintendent under Article 33 of Title 22 C.R.S.
 - 2.1.4. Students expelled from TCA may appeal to TCA's Board of Directors (the "TCA Board") within ten calendar days following TCA's action to expel the student, and the TCA Board shall act upon the appeal and notify the family and the District of their decision in writing within 20 days following its receipt of the appeal. If a student is expelled from TCA, the student shall be considered to be expelled from the District unless the student submits the matter to the District's superintendent or designee for review within ten days following receipt of the TCA Board's written decision. If the District's superintendent or designee elects to adopt TCA's decision and expel the student from other District schools, the student may appeal the decision to the District Board within ten days following the decision of the District's Superintendent. The appeal shall consist of a review of the facts that were presented and that were determined at the hearing conducted by the hearing officer or his or her designee,

arguments relating to the decision, and questions of clarification from the District Board. TCA shall include statements concerning the appeals process in its student handbook and/or discipline policies distributed to its students.

2.1.5. TCA shall offer, as provided by law, alternative educational services to resident and nonresident students who have been expelled. Students expelled from TCA may, at TCA's discretion, and provided adequate space is available, as determined by the District, apply to participate in the District's alternative education programs for expelled students. TCA agrees to pay for costs incurred by the student's participation in the alternative program. TCA agrees that such costs will be calculated on a student by student basis based on the weekly pro-rated PPR rate for the length of the expulsion.

2.1.6. TCA shall enter all in-school or out-of-school suspensions and all expulsions, including a description of the circumstances causing the imposition of the discipline, into the data system used by the District (currently Infinite Campus). The information shall be entered within the timelines and according to the protocols applicable to all District schools.

2.2. Student Welfare and Safety. Unless and until TCA adopts its own set of written policies that are accepted by the School District, TCA shall comply with all Board or Superintendent approved policies and regulations concerning student welfare and safety. Such policies shall comply with all applicable federal and state laws concerning student welfare, safety, and health, including, without limitation, laws addressing the reporting of child abuse, accident prevention and disaster response, and any state regulations governing the operation of school facilities.

2.2.1 In 2012-2013, TCA agreed to contract with the Academy School District 20 Security Department for all security needs as specified on the attached Exhibit B. Exhibit B-2 is subject to renewal in each subsequent year, as may be mutually agreeable.

2.2.2 TCA shall designate a communication spokesperson. In the event of any crisis involving matters of general public interest, including potential concerns about student health or safety, TCA shall assure that Academy School District 20's Public Information Officer (PIO) is fully apprised of the situation in a timely manner. In the same manner, the PIO shall fully apprise TCA's designee of any and all communications regarding TCA prior to public distribution. TCA shall maintain editorial oversight of any communications to the community or media, but shall not unreasonably withhold approval of any communications to the community or media. In the event the PIO's editorial decisions are overruled by TCA, then any statements must be attributed to TCA personnel and not to Academy School District 20 personnel.

2.3. Accreditation. TCA shall comply without limitation with all of the Colorado State Board of Education's Accreditation Rules 1, C.C.R. 301-1.

3. Community Support. The Board finds that sufficient support for the continuation of TCA as a charter

school exists.

4. Statement of Need. The Board determined in 1997 that the Statement of Need Section of the Application established a continuing need for educational choice within the School District and that the charter school program intends to meet that need in a manner that would promote the best interests of the school community to be served by TCA.
5. Educational Program, Pupil Performance Standards, and Curriculum. The educational program, pupil performance standards, and curriculum set forth in the Educational Program and Standards Section of the Application are hereby accepted, as amended herein, and subject to the conditions set forth below.
 - 5.1. College Pathways. On August 29, 2009, the Superintendent of Academy District 20 approved a request from TCA College Pathways for a new school code. By February 15, 2010, the District required TCA to demonstrate that TCA College Pathways:
 - 5.1.1. Is receiving the majority of its funds from moneys raised by taxes,
 - 5.1.2. Has met expectations for instructional contact time, and
 - 5.1.3. Provides a complete instructional program that allows students to progress toward graduation (this may include further examination of the TCA College Pathways curriculum).
 - 5.1.4. TCA provided the requested assurances. However, the District will continue to evaluate the impact on District resources of the additional oversight, including accreditation and external review, of the new school. If the District reasonably finds that TCA College Pathways does not meet plan requirements in any of these areas listed above, TCA agrees that the status of TCA College Pathways may be changed from school to program for the following school year.
 - 5.1.5. With respect to instructional contact time for online and concurrently enrolled students, TCA will comply with the requirements of the Student October Count Manual of the Audit Unit of the Colorado Department of Education.
 - 5.2. Curriculum. The TCA curriculum, as reviewed by the Board and contained within its Application and as modified by TCA to include the provision of educational services in grades nine through twelve, is approved, subject to the implementation by TCA of its instructional programs as outlined in its Application, as those may be amended herein. TCA may make its educational services available to students in grade nine for the 2000-01 academic year, grades nine and ten for the 2001-02 academic year, grades nine, ten, and eleven for the 2002-03 academic year, and grades nine, ten, eleven, and twelve for the 2003-04 academic year and for each year thereafter subject to the terms of this Contract.
 - 5.2.1. TCA 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, without limitation,

requirements regarding content standards. Upon request, TCA will provide to the School District's Learning Services Department any changes in courses, course goals and objectives and primary materials from the original application. Prior to commencement of any instructional program in TCA based on a new or materially modified curriculum or program delivery system, TCA shall provide evidence reasonably acceptable to the School District of the complete scope and sequence of such program of instruction. The intent of this requirement is to ensure that students of TCA continue to have sound educational foundations which meet or exceed state content standards for applicable courses. TCA courses shall also meet or exceed the content standards of the School District, as approved from time to time by the Board of Education.

- 5.2.2. TCA shall submit a plan to the School District addressing how it could phase in a full-day kindergarten educational program. Should TCA seek to expand the existing half-day kindergarten educational program to full day, TCA must notify the School District and amend the charter contract, if necessary. Any renegotiation of TCA's contract shall be limited to the issue of expanding the kindergarten educational program.
- 5.2.3. TCA agrees to comply with all state statutory requirements concerning subjects of instruction, unless specifically waived by the State Board of Education, including, without limitation, instruction in the areas of state and federal history and civil government, C.R.S. § 22-1-104; honor and use of the United States Flag, C.R.S. § 22-1-106; the federal Constitution, C.R.S. § 22-1-108; and the effect of use of alcohol and controlled substances, C.R.S. § 22-1-110.
- 5.2.4. Unless and until TCA adopts its own set of written policies, TCA shall comply with all Board or Superintendent approved policies and regulations.
- 5.2.5. TCA understands and agrees that it has a duty to comply with the applicable provisions of the Elementary and Secondary Education Act, 20 U.S.C. §6301 et seq., its implementing regulations, as amended by the Every Student Succeeds Act (together referred to herein as "ESEA").

5.3. Records. Unless and until TCA adopts its own written policies that are approved by the School District, TCA shall comply with all Board or Superintendent approved policies and regulations concerning the maintenance, retention, and disclosure of student records. Such policies must comply with all federal and state record maintenance, retention, and disclosure requirements including, without limitation, the Colorado Public Records Law, C.R.S. §§ 24-72-201 et seq., C.R.S. §§ 24-80-101 et seq. and the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g.

- 5.3.1. TCA shall provide any reports necessary to meet the School District's reporting obligations to the State Board, Colorado Department of Education, and U.S. Department of Education.
- 5.3.2. Student records include, without limitation, immunization records, class schedules,

records of academic performance, disciplinary actions, attendance, test results, and documentation required under federal and state law regarding the education of students with disabilities.

5.3.3. TCA shall provide the Superintendent or his or her designee timely and reasonable access to all student records maintained by TCA.

5.4. Tuition. Tuition may not be charged to students who reside in the School District. In the case of enrollment of a nonresident student with disabilities in TCA, the School District shall collect the tuition charge for the excess costs incurred in educating the child from the school district of residence pursuant to guidelines developed by the Colorado Department of Education in accordance with C.R.S. § 22-20-109(4). Any tuition received by the School District for a nonresident student with disabilities shall be used for the excess costs incurred in educating the child.

5.5. Enrollment. Enrollment shall be open to any child who resides within the School District and to any child who resides outside the School District subject to compliance with Colorado open enrollment statutes, Board policy, and this Contract. TCA shall prioritize resident students over non-resident students when filling available seats. The parties agree that to facilitate the academic success of students enrolled in TCA and to facilitate TCA's ability to achieve the other objectives specified in the charter contract, TCA may increase its current enrollment of non-home school, District-resident, full-time equivalent ("FTE") students by no more than 12.5% percent annually. The District agrees that the 12.5% annual cap shall not apply to the year in which Mountain View Elementary School (MVES) becomes available to TCA (plus the following year, should TCA phase-in its occupancy and use of MVES), provided that TCA gives the District one-year advance notice as to the number of students anticipated so that the District can plan accordingly. Nor shall twelfth grade students be counted toward the cap for the 2003-04 school year. The 12.5% cap on the annual increase in FTE District-resident students will continue for a period of 10 years or until TCA reaches an absolute cap of 2,250 FTE non-home school, District-resident students, whichever comes first. TCA need not cap its home school (Cottage Program) or out-of-district enrollment.

5.5.1. Students shall be considered for admission into TCA without regard to race, creed, color, national origin, gender, sexual orientation, marital status, religion, ancestry, or disability. Denial of admission shall be handled consistent with state law and School District policy and regulation.

5.5.2. TCA may make its educational services available to students participating in nonpublic home-based educational programs.

5.5.3. Enrollment of students who are receiving a nonpublic home-based education shall be carried out consistent with the priorities and procedures set forth in section 5.4 of the Contract with the additional limitation that priority shall be given to students seeking to enroll in TCA on a full-time basis.

5.5.4. Enrollment in TCA shall not relieve students of nonpublic home-based educational

programs from complying with the requirements of Colorado Statute section 22-32-104.5, including, but not limited to, the provisions related to notice, testing, and the maintenance and access to student records.

- 5.5.5. The District shall provide special education and related services to nonpublic home-based students to the extent that such services are required by law. This Addendum does not expand, diminish, or otherwise affect any child's entitlement, if any, to special education or related services. Such services, if any, shall be provided during the normal hours of school operation.
- 5.5.6. As a recipient of federal funds, TCA is responsible for complying with the provisions of Section 504 of the Rehabilitation Act of 1973 as to students with disabilities who qualify for protections thereunder.
- 5.5.7. By May 1 of each year, TCA shall submit an estimate of the number of students who will be enrolled in the school for the next academic year and this estimate shall serve as the basis for initial funding for that academic year. Funding for that academic year shall commence on July 1. Actual funding, however, shall be based on actual enrollment as determined by the enrollment count designated by the Colorado Department of Education (CDE) and consistent with the Public School Finance Act of 1994 or any successor act (Finance Act).
- 5.5.8. Upon request, TCA shall provide a description of its process for admissions, together with a list of students, and addresses of such students, on its waiting list sorted by in and out of District students. To the extent permitted by law, the District will maintain strict confidentiality as to individual student names and the number of students, in or out of District, on the waiting list.
- 5.5.9. The District and TCA shall cooperate concerning admitting current District students to any TCA on-line program. The District and TCA will cooperate relative to standards for any on-line curricula used by TCA students who are on-line students.
- 5.5.10. Upon accepting a student into TCA from another District school, TCA will instruct the parent to complete transfer forms at the Central Registry office. Those forms must be completed prior to the student's first day of attendance at TCA. Until the transfer process is completed as outlined above, the student will be counted as a District student. Central Registry will forward copies of the form to TCA and the District school. Students may not transfer into TCA during the October Count window.
- 5.5.11. Parents of in-District students desiring to transfer from TCA to another District school must go to Central Registry. Central Registry will instruct the parent to complete transfer forms and those forms must be completed prior to the student's first day of attendance at the other District school. Until the transfer process is completed as outlined above, the student will be counted as a TCA student. Central Registry will forward copies of the form to TCA and the other District school. Students may not transfer from TCA during the October Count window.

5.5.12. In the event that TCA exceeds the cap of 2,250 FTE non-home school, District-resident students, TCA shall pay the District the per pupil revenue ("PPR"), as defined by C.R.S. § 22-54-103(9.3), for any FTE non-home school, District-resident students in excess of the cap. However, no such payment shall be required if the cap is exceeded inadvertently or indirectly through no fault of TCA, such as changes by individual families from non-resident to District-resident of which TCA is unaware, as long as the error is promptly corrected by TCA. TCA will make good faith efforts to notify its parents of the requirement that TCA be informed of address changes.

5.6. Extracurricular Activities. Students enrolled in TCA (including TCA's College Pathways) who desire to participate in a sport or other extra-curricular activity not offered at the school of attendance, but which is offered at another Academy District 20 school, may submit a request for participation to Academy District 20 to be assigned to a school of participation. Parent requests for participation assignments to TCA High School or Junior High will be given consideration in the District assignment process. Where such participation requires payment of a fee, the TCA student or TCA shall be responsible for payment of the fee as permitted by law.

5.7. Education of Students with Disabilities. TCA agrees to comply with all School District policies and regulations and the requirements of federal and state law concerning the education of children with disabilities.

5.7.1. Upon request the School District shall provide TCA with certain special education services made generally available to all other schools within the School District, such as compliance reporting, development of individualized education programs ("IEPs"), mediation services, IEP staffing services, and any such other services for which the School District allocates the cost on a per pupil basis (the "Special Education Services"). The School District shall charge TCA, and TCA shall be responsible for, its share, on a per pupil basis, of the administrative cost of special education support provided by the Executive Director for Special Education, the Director for Special Education-Compliance, and the Secretary to Special Education.

5.7.2. TCA shall be responsible for providing all other special education services for TCA students who are residents of the District, including but not limited to the hiring and payment of staff and itinerants, and delivering the education described in TCA students' IEPs, including but not limited to physical therapy, occupational therapy, vision and hearing screenings, federal complaints, due process hearings and all subsequent and related litigation. To the extent TCA desires to purchase such services from the School District, the School District shall charge TCA the cost of such services.

5.7.3. TCA shall receive the proportionate share of state and federal resources generated by TCA students with disabilities or the staff serving them. The School District shall withhold each month from the funding provided in paragraph 7.1, an amount representing one-twelfth of TCA's estimated total annual special education expenditures. TCA's estimated total annual special education expenditures shall be

the previous year's actual annual special education expenditures. At the conclusion of each fiscal year, TCA's actual total special education expenditures shall be calculated. Any reconciliation between actual and estimated total annual special education expenditures shall be made in the next monthly disbursement immediately after total annual special education costs are calculated.

- 5.7.4. TCA Student Support Services ("SSS") Department follows and complies with all state and federal requirements under IDEA, ECEA, ADA, FERPA to ensure TCA is providing a Free and Appropriate Education ("FAPE") to all students. Upon enrollment of a student, TCA shall determine whether a student has been identified as a child with disabilities eligible for special education and related services pursuant to the Individuals with Disabilities Education Act, or an individual with a disability under Section 504 of the Rehabilitation Act of 1973 ("Section 504"), and/or the Americans with Disabilities Act ("ADA"). If so, TCA shall obtain a copy of the student's complete educational records. The Director of SSS and/or a multidisciplinary team shall review the student's records or other relevant documents and data to determine whether the student can be appropriately served. Enrollment shall be conditional upon proof of residency and a determination made by properly constituted IEP team whether an appropriate FAPE offer is available for the student at TCA. If the team believes the student cannot be appropriately served by TCA, the denial of admission shall be handled in a manner consistent with law and policy.
- 5.7.5. When TCA receives more applicants than it has space or staff to serve, preference shall be given to District resident students for available seats over nonresident students, without regard to disability. If TCA does not offer appropriate programs to meet the needs of a student, enrollment may be denied. TCA shall communicate denial of admission in a manner consistent with policy.
- 5.7.6. TCA shall also be responsible for the cost of that portion of a student's IEP that is typically provided by regular education teachers and the regular education program, including without limitation, the classroom teacher, normal classroom supplies, and similar educational services provided to all students.
- 5.7.7. TCA and the School District shall cooperate in good faith to determine which of the services required by the IEP should be delivered through TCA's regular or special education personnel and which services shall be provided by the School District. In making this determination, the parties shall consider the best interests of the child and the most cost-efficient and effective means of delivering the services. In the case of a dispute, the Superintendent shall make the final decision regarding the delivery of special education services.

5.8. Education of Academically Exceptional Students. TCA shall identify academically low-achieving, at-risk students, gifted and talented, and other "exceptional children" as defined in regulations adopted by the State Board, and shall provide its educational program to these students in a manner that appropriately serves their needs in accordance with applicable law, as set forth in this Contract.

6. Evaluation of Pupil Performance and Procedures for Corrective Action. The Board accepts TCA's

methods for evaluating pupil performance as contained in the Plan for Evaluating Student Performance Section of the Application as amended by this Contract and subject to the conditions stated herein:

- 6.1. TCA agrees to use the assessment instruments currently in use by the School District; the need for other or additional testing will be reassessed on an annual basis.
 - 6.2. TCA agrees to cooperate with School District administrators to coordinate testing and the reporting of test data with the School District's statistical reporting needs and to implement any testing requirements that may be required to meet the School District's obligations under the provisions of C.R.S. §§ 22-53-401 et seq.
 - 6.3. TCA will buy back assessment services from the District and provide all information requested by Learning Services as required by state law in a timely manner and in the form required for reporting to the Board. TCA will have access to all TCA information reported to the Board for use as TCA desires. The District will provide a list of services provided by the Director of Assessment and staff and a justification for the amount of purchased services above and beyond CMAS testing materials. TCA shall be billed quarterly on an hourly rate for assessment services at a rate that reflects the estimated hourly rate of the District's Director of Assessment and actual hourly rate of TOSAs and classified office staff.
7. Economic Plan, Budget, and Annual Audit. The Proposed Budget Section of the Application is amended as follows, which amendments, and all other provisions of this Contract, shall supersede and control over any conflicting language contained in the Application.

7.1. Funding.

7.1.1. Subject to the provisions of paragraphs 5.7.1, the School District shall provide funding for TCA during each fiscal year of the initial term of the Charter (commencing with the 1997-98 fiscal year) in the amount of 100 percent of the School District per pupil revenues ("PPR"), as defined by C.R.S. § 22-54-103(9.3), for each funded student enrolled in TCA for that fiscal year. So long as TCA is not in material breach of this Contract, any funding provided by the School District hereunder will be made available to TCA in monthly installments consistent with the fiscal year on the fifteenth of each month, subject to adjustments, deductions, or purchased services as provided in this Contract. If the fifteenth of the month falls on a weekend or holiday, the monthly payment shall be remitted on the working day immediately prior to the fifteenth. Expenditures, within the applicable funding allocated to TCA, shall be made by TCA as part of the purchased Business Services. The term "enrolled" as used in this Contract shall be deemed to mean enrolled as of the counting dates or periods and in accordance with the requirements of the Public School Finance Act of 1994, C.R.S. §§ 22-54-101 et seq. (or successor act) ("Finance Act"), and State Department of Education regulations.

7.1.1.1. TCA shall receive fifty percent of the School District's PPR for each nonpublic home-based student that is included in the District's part-time membership pursuant to 1 Colorado Code of Regulations Rule 301-39, 5.13.

reimbursement, which demonstration shall be sufficient to permit the School District to claim reimbursement on its end-of-year report to federal and state agencies. Prior to receipt of such funds, TCA shall provide to the School District assurances that it will comply with various federal statutes, which assurances are required of recipients of federal funds for categorical aid. TCA shall provide the School District with data necessary to complete such claims. Such resource and categorical aid are provided by state and federal agencies as reimbursement following the school year in which the expenses incurred. Within the later of (i) thirty (30) days of submission of data satisfactory to the School District for its reporting purposes; or (ii) the date the School District receives the funding discussed above, the School District will provide reimbursement to TCA.

7.1.5. Mill Levy Funding.

7.1.5.1. Beginning in fiscal year 2002-2003 and each year thereafter but subject to state constitutional and statutory limitations including those set forth in Article X, Section 20(4)(b) of the Colorado Constitution, as well as Section 8.9 of this Contract, as amended, TCA will receive revenue from the Mill Levy Override of 1999 in the amount of \$412,500 per year, or 3.3% of the total \$12.5 million authorized by the voters in 1999 regardless of whether the District levies the number of mills necessary to generate the full \$12.5 million in revenue. The monies owed shall be paid in twelve monthly installments.

7.1.5.2. District voters approved the proposed Mill Levy Override (MLO) in November 2008. The School District and TCA agree that funds generated from the MLO will be disbursed to TCA on a per pupil basis as determined by the October 1, 2008 certified Funded Pupil Count. Additionally, the School District and TCA agree that the 2008 MLO total recurring revenue of \$14,000,000 will not be realized for several years and will be phased in beginning in 2009, as permitted within the established cap of 60.216 mills. Exhibit D contains an illustration of how projected override revenue would be paid to TCA. The parties expressly agree that neither a future enrollment decline nor a future enrollment increase in TCA's student population will cause a change in the financial arrangement to disburse funds from the MLO to TCA on a per pupil basis as determined by the October 1, 2008 certified Funded Pupil Count. As long as the Board of Education levies sufficient mills to fully fund the 2008 MLO, as it did in 2014-15 and 2015-16, TCA shall continue to receive the agreed upon pro-rata share of \$1,765,374 (12.6%).

7.1.6. Subject to the state constitutional and statutory limitations, including those set forth in Article X, Section 20(4)(b) of the Colorado Constitution, as well as Section 8.9 of this Contract, as amended, allocating a portion of the 1999 MLO, the District will fund two restructuring grants, of \$150,000.00 each (one for each of TCA's existing elementary schools starting with the 2002-2003 fiscal year) on an annual basis subject to the conditions listed below. If a third TCA elementary school is brought into operation, the District will fund a third \$150,000.00, restructuring grant for that school subject to the same conditions. Should TCA combine into two elementary schools, or one elementary

school, in the future, only the two schools, or one school, will be funded. Should TCA close all of its elementary schools, the restructuring grants would no longer be funded. Approval of any restructuring grant is contingent upon adherence to all such grant requirements as may be imposed by the District for all District elementary schools. Grants will be funded contingent upon receipt of applications that contain the following elements:

- 7.1.6.1. The grant monies will be used to fund initiatives in TCA elementary schools designed to meet the needs of all of TCA's elementary school students-high, middle and low achieving.
- 7.1.6.2. The grant proposal includes an evaluation component to show that certain reasonable goals, relating to student needs and student achievement, were materially achieved from year to year.
- 7.1.6.3. The achievement goals will be determined by use of multiple reasonable measures at least one of which is also used by the District.
- 7.1.6.4. The District will not unreasonably deny grants based on content of the initiative or the failure of TCA to achieve all established goals, so long as the above elements are part of the annual application.
- 7.1.7. As a result of the successful bond referendum in November 2001, authorizing the issuance of \$163 million in bonds, the District shall allocate District Bond proceeds on a one-time basis in the amounts of \$559,650 for renovation of assets to be selected and used by TCA. In addition, the District shall allocate District bond proceeds for technology assets in January 2002, January 2004, and January 2006. The amount of such allocation shall be one hundred fifty dollars (\$150.00) per student based on TCA's per pupil enrollment as determined by the student count conducted in October 2001, October 2003, and October 2005. Students who live outside the District boundaries and students enrolled in the "cottage" school shall not be included in the October counts for the technology funding. The parties agree that \$159,900 represents the correct amount for the January 2002 payment. Labor to set up technology hardware can be purchased with bond money. TCA may not buy items legally defined as "fixtures" with either Technology or Renovation money. TCA is responsible for purchasing technology infrastructure, e.g., hookups to a T-1 line. Such infrastructure cannot be purchased with bond money. Notwithstanding any of the foregoing, TCA may use some portion of the renovation assets for down payment on the Mountain View Elementary School property.
 - 7.1.7.1. The District shall retain ownership of all assets purchased with these funds (except with regard to any such funds used as a down payment on the Mountain View Elementary School property). Such assets must be acquired through District purchasing procedures and conform to District specifications. The District will determine specified vendors to provide the items TCA desires to purchase. TCA will tag all items purchased with bond money and mark them as District property. TCA may not dispose of property purchased

with bond proceeds unless the District Board of Education has given permission via Board Resolution. Disposal of any District property will be accomplished in accordance with District policy. TCA agrees not to seek a waiver of policies concerning disposal of District property bought with bond money.

7.1.8 As a result of the successful bond referendum in November 2016 authorizing the issuance of \$230 million in bonds, and in compliance with Board of Education Resolution 205-16, the District allocates TCA a portion of the authorization to use for capital improvements to one or more of TCA's three campuses. Per Resolution 205-16, and as a result of a negotiated agreement between the authorizer and TCA, the District allocates TCA a total of \$21.05 million (9.15%) to use for capital purposes within parameters established in the Agreement Regarding District Bond Proceeds (attached as Exhibit G). TCA acknowledges that the total authorization will be issued in phases and TCA shall receive 9.15% of the PAR amount each time bonds are issued. The first such issuance occurred in January 2017 and included a PAR amount of \$160 million, of which TCA's 9.15% allocation resulted in \$14.64 million. 100% of the \$14.64 million was available for use upon delivery of proceeds. The second issuance of bonds in the PAR amount of \$8.975 million occurred in June 2018, and the third and final issuance of bonds in the PAR amount of \$61.025 million occurred in January 2020. Combined, these two issuances total \$70.0 million, of which TCA's 9.15% allocation resulted in \$6.410 million. On March 5, 2020, the District 20 Board of Education approved the appropriation of the remaining allocation of building funds to TCA in the amount of \$6.410 million.

7.1.8.1. TCA has identified the following major projects as bond funded projects from the first issuance:

- a. Addition of a gymnasium to the North campus,
- b. Addition of an auditorium and related support facilities (e.g., black box theatre and dressing rooms) to the North campus,
- c. Addition of a synthetic turf field at Central Elementary campus, and
- d. Addition of auxiliary student space.

7.1.9 TCA shall re-evaluate its long-term facility needs each year in connection with the development of its proposed annual budget. Requests for additional school District support in meeting such needs shall be subject to negotiation. Requests by TCA to fund necessary capital construction projects through ballot questions for approval of bonded indebtedness and/or a special mill levy shall be submitted in writing (with a capital construction plan as specified in C.R.S. § 22-30.50404(3) and other supporting documentation) to the School District's designated charter school administrator as far in advance of the November election date as possible, and such requests shall be considered and action thereon shall be taken in accordance with governing law.

7.1.10 TCA is a participant in the School District's food service contract. As such, a portion of TCA's meal revenue is deposited into the School District's Food Service Fund to be used to pay food service provider contract costs and for kitchen repairs, upgrades, and incidentals (as permitted by the Colorado Department of Education). Access to the

fund is available throughout the fiscal year and expenditures shall be coordinated through the School District's Chief Operating Officer.

7.2. Budget. The 1997-98 TCA budget set forth in the Application is further amended as follows:

- 7.2.1. The funding for subsequent years shall be determined in accordance with paragraph 7.1.1 and 7.1.1.1 above.
- 7.2.2. TCA shall be responsible for all costs associated with its school operations, including the cost of contracting for goods and services. The services identified on Exhibit A shall be provided to TCA by the School District during the first fiscal year of this Contract at a cost computed as indicated in Exhibit B. TCA agrees to inform the School District by no later than April 1 of each year of the services it intends to purchase for the following fiscal year. The School District agrees to provide TCA with projected service rates by March 1, and final, budgeted service rates for each fiscal year within fifteen days following final adoption of the School District's budget for that year; these rates will be the basis for costs charged to TCA during that fiscal year. For those services whose cost is based on average per-pupil budgeted expense, either party may request prior to October 31 that an adjustment be considered based upon actual final cost. Any adjustment will be applied as a debit or credit to TCA on December 1 of the then current fiscal year. The party making the request shall be responsible for the expenses incurred in determining such actual costs; provided, however, the parties agree to compute the actual costs for Special Education and Administration Services each year and to share equally any costs incurred to compute such amounts.
- 7.2.3. Except for disputes between TCA and the School District, TCA shall purchase legal services through the School District with legal counsel selected and/or approved by the School District, for defense of suits, actions, and claims against TCA, including due process hearings and appeals. TCA shall not be required to pay for legal services that are otherwise covered by insurance. TCA may, at its own expense, retain counsel of its choosing to serve solely in an advisory capacity in suits, actions, or claims brought against TCA by any third party. TCA must promptly notify the School District of all claims, including threatened or reasonably anticipated claims or actions; fully cooperate with the School District and legal counsel in defending the claim and TCA may not compromise, settle, negotiate, or otherwise similarly deal with the claim without the express consent of the Board of Education. TCA acknowledges that in the event of a dispute between TCA and the School District, the School District's legal counsel will represent the School District and not TCA with respect to such dispute. However, any potential conflict arising from the representation of TCA by the School District's legal counsel shall be resolved in accordance with the Colorado Rules of Professional Conduct. TCA may seek legal consultation and advice where such assistance is requested through the School District's Superintendent or designee and where the School District determines that such assistance is appropriate.
- 7.2.4. The budget format used by TCA shall be consistent with the requirements of applicable Colorado law and presented in the Operating Statement format illustrated in Exhibit E. The budget may be modified prior to December 31 of each year so long as it continues

to present a balanced financial plan, consistent with this Contract and state law, to provide the instructional services represented by TCA.

7.3. Financial Records and Annual Audit. TCA agrees to establish, maintain, and retain appropriate financial records in accordance with all applicable federal, state, and local laws, rules, and regulations, and make such records available to the School District, as requested, from time to time; provided that, for those services that the School District agrees to perform under this Contract, the School District will maintain and make available such records. TCA agrees to cooperate in an independent, outside audit by a certified public accountant of its financial and administrative operations on an annual basis. The TCA audit shall be performed by an independent auditor selected by TCA using TCA's procurement process, and approved by the district, in conjunction with the audit of the School District itself. The results of the audit, including the auditor's management letter, notice of findings or questioned costs, or any other written communications between TCA and the independent auditor shall be provided to the School District by TCA in written form within the same statutory time limits required of the School District and shall be published and posted as required by law. Any cost associated with the audit of TCA shall be borne by TCA. TCA further agrees to participate in the District's annual financial audit, beginning with the 2001-2002 fiscal year and subsequent years only as required by state statute and Colorado Department of Education regulations.

7.3.1. TCA agrees to follow the Colorado Uniform Chart of Accounts (the "Red Book"), the Governmental Accounting Standards Board (the "GASB") and state statutory requirements for all accounting and reporting functions. The District agrees to provide ongoing Red Book training as needed for TCA personnel at no cost to TCA.

7.3.2. TCA agrees to submit the following reports to the District:

1st Interim Report – December 31 year-to-date data (unaudited), due February 1st

2nd Interim Report – June 30 year-to-date data (unaudited), due July 15th

Preliminary ADE Data Report – September 14th

These reports will be provided in an Excel spreadsheet using the required Colorado Department of Education Automated Data Exchange format (Exhibit E). In addition, the electronic files will be accompanied by trial balances for each fund maintained by TCA and will include a balance sheet and an operating statement. The operating statement will include all major program categories used in TCA's chart of accounts. All three reports must be prepared using the modified accrual basis of accounting.

Interim ADE Date Report – September 30th

Error-free ADE data must be submitted in a format which is acceptable to the Colorado Department of Education, with all edit checks resolved, annually on or before the 30th of September. TCA understands that the District is required by state statute to meet certain data transmission compliance deadlines. The District agrees to

notify TCA within five business days of receiving the final Automated Data Exchange file submission if any errors were detected. If any errors are detected, the District will provide TCA detailed feedback on the nature and character of the errors.

Final ADE Data Report – October 15th

Should an acceptable Final ADE Report, including audit adjustments, not be delivered on the 15th of October of any year, TCA understands that program funding will be suspended until such acceptable report is delivered to the District. If, however, the District fails to notify TCA that the report is not acceptable within five business days of receiving the report, program funding shall not be withheld. An “acceptable report” means a report that clears the CDE automated data exchange edit check process.

TCA shall provide Final Audited Financial Statements to the District by October 15. If circumstances arise which will prevent the Final Audited Financial Statements being issued by October 15, TCA will communicate to the District the cause of such delay.

7.3.3 The District agrees to provide final reconciliation of program funding and buyback services by August 31.

8. Governance and Operation. The Governance and Operation Section of the Application concerning the nature and extent of parental, professional educator, and community involvement in the governance and operation of TCA is accepted by the School District to the extent permissible under federal and state law and subject to all conditions and amendments of this Contract and to the policies and regulations of the School District, as amended and adopted from time to time (except to the extent waived by the Board as provided in this Contract). In addition, the Application is amended as follows, which amendments and other provisions of this Contract shall supersede and control over any conflicting language contained in the Application:

8.1. TCA Board. TCA Bylaws, attached as Exhibit F, shall govern the composition and functioning of the Board.

8.2. Recall of TCA Board Members. TCA shall hold a Director recall election when the TCA Board is notified by the TCA President that his or her office has received a petition that satisfies the requirements listed in the recall provisions contained in TCA’s bylaws and policy documents.

8.3. Conflict of Interest. Members of the TCA Board, TCA Board subcommittees, and TCA employees shall comply with state law and Board policies and regulations regarding ethics and conflict of interest.

8.4. Nonreligious, Nonsectarian Status. TCA agrees that it shall operate, in all respects, as a nonsectarian, nonreligious, non-home-based public school. TCA shall not be affiliated in any way with any nonpublic sectarian school or religious organization. TCA shall not discriminate against any person on the basis of race, creed, color, national origin, gender, sexual orientation, marital status, religion, ancestry, or disability.

8.5. Commitment to Nondiscrimination/Equal Opportunity Employer. TCA affirms that it shall comply with all applicable federal, state, and local laws, rules, and regulations prohibiting discrimination on the basis of race, creed, color, national origin, gender, sexual orientation, marital status, religion, age, ancestry, or disability. Unless and until TCA adopts its own set of written policies that are approved by the School District, TCA shall comply with all Board or Superintendent approved policies and regulations concerning nondiscrimination.

8.5.1. TCA affirms that, consistent with applicable law, it shall not discriminate against any applicant or employee on the basis of race, creed, color, national origin, gender, sexual orientation, marital status, religion, age, ancestry, or disability in its recruitment, selection, training, utilization, termination, or other employment-related activities.

8.6. Open Meetings Law. TCA acknowledges and agrees that it is subject to the provisions of the Colorado Open Meetings Law, C.R.S. §§ 24-6-401 *et seq.*, and that it will comply with the provisions of such law in connection with all of its activities.

8.7. Low-Income Students. TCA shall waive all fees for indigent students in accordance with Board policy and applicable federal and state law. If requested by the School District, TCA shall survey its student population for eligibility for free and reduced lunches under federal guidelines in accordance with State Board of Education regulations. On all fee lists and schedules, TCA shall include notification of the policy of waiver of fees for indigent students.

8.8. Accountability. TCA shall comply with the educational accountability provisions of Colorado law as amended from time to time, including without limitation the Education Accountability Act of 2009, C.R.S. §§ 22-11-101, *et al.*, the Educational Reform Act, C.R.S. §§ 22-7-401 *et al.*, the School Accountability Reports, C.R.S. §§ 22-7-602, *et al.*, the State Board Accreditation Rules, 1 CCR 301-1 2202-R-0.00- 5.02, and terms of any Accreditation Contract between the School District and the State Board, as amended from time to time. TCA is subject to the Academy District 20 and the Colorado Department of Education accreditation and accountability requirements including completing a site plan, a school improvement plan, meeting absolutes and participating in an external review process every three years. TCA shall operate under the auspices of, and be accountable to, the School District and subject to Colorado law, regulations of the State Board of Education and the Colorado Department of Education, and all Board or Superintendent approved policies and regulations unless specifically waived.

8.8.1. School Accountability Committees. TCA shall establish School Accountability Committees at each TCA campus. Membership of the School Accountability Committees shall be as set forth in C.R.S. § 22- 11-401 and the School Accountability Committees shall have the powers and duties specified in C.R.S. 22-11-402. TCA will establish the School Accountability Committees no later than September 30 of each school year. School Accountability Committees shall have no authoritative power but shall only make recommendations to the appropriate Principal. Each school Principal is responsible for establishing his/her respective School Accountability Committee. Principals will report to the TCA President when their respective School

Accountability Committees have been formed and the date of their first meeting.

- 8.9. Periodic Review of Progress. TCA shall be subject to a review of its operations and finances by the Board or a designee upon reasonable advance written notice. Upon request, TCA shall provide a yearly report which meets the conditions of the District and state accountability requirements.
- 8.10. Term. It is the intent of the Board of Education that the Charter and this Contract are to be effective as of the date first written above but to provide for an initial term of operation for funding purposes commencing July 1, 1997, through December 31, 2030. The parties agree to extend the term to December 31, 2038 to match the latest maturity date of TCA bonds. Although this Contract is for operation of TCA as a charter school in the School District for a period of more than thirty years, any financial commitment on the part of the School District contained in this Contract is subject to annual appropriation by the Board of Education and the parties agree that the School District has no obligation to fund the financial obligations under this Contract other than for the then current year of the Contract term; that the School District has not irrevocably pledged and held for payment sufficient cash reserves for funding TCA or for providing services described herein for the entire term of the Contract. Renewal of the Charter may be sought by TCA in accordance with C.R.S. § 22-30.5-110(2).
- 8.11. Contract Renewal. The School District and TCA agree to conduct a formal review of the contract every three years, unless either party requests that a review should occur sooner. The parties agree to meet annually to update the financial and Information Technology estimates contained in the Exhibits to the Contract.
- 8.12. Termination. This Contract may be terminated, and the Charter revoked by the Board, for any of the grounds provided by state law, C.R.S. § 22-30.5-110(3) and (4), and/or for any material breach of this Contract. TCA shall first be given a reasonable opportunity to cure the breach after receiving written notice of the breach from the School District. For this purpose, reasonable opportunity to cure shall mean cure within fourteen days of the effective date of such notice, or in the case of breaches which cannot reasonably be cured within fourteen days, commencement of the cure within fourteen days and diligent pursuit of the cure to the satisfaction of the School District until the cure is complete; and, to the extent reasonably practical, the School District shall exhaust the dispute resolution provisions set forth in paragraph 12.9. Should TCA choose to terminate this Contract and revoke its Charter before the end of the Contract term, it may do so with the Board's approval, at any time, upon thirty days' advance written notice. In the event of termination, all assets not requiring return or transfer to donors or grantors or required for discharge of existing liabilities and operations of TCA shall be returned to the School District. Unless a donor or grantor specifically provides otherwise in writing, all gifts, donations, and grants shall be assumed to be made to the School District for the benefit of TCA and shall be included among the assets returned to the School District upon termination of this Contract.
- 8.13. Operational Powers. Subject to the conditions and provisions of this Contract, TCA shall be fiscally responsible for its own operations within the limitations of any funding provided by the School District and other revenues derived by TCA consistent with law.

- 8.13.1. TCA shall have authority to exercise independently, consistent with federal and state law, the following powers (including such other powers as provided for elsewhere in this Contract and in the Application to the extent consistent with this Contract): prepare purchase orders for goods and services; prepare a proposed budget; select personnel and determine their compensation; procure insurance; purchase, lease, or rent furniture, equipment, and supplies; retain fees collected from students in accordance with law; and accept and expend gifts, donations, or grants in accordance with such conditions prescribed by the donor as are consistent with law and not contrary to any of the terms of this Contract. Nothing in this section 8.13.1 shall be construed to limit the power and authority provided to TCA elsewhere in this Contract and the Application to the extent it is consistent with this Contract, or granted by state law.
- 8.13.2. TCA shall comply with applicable provisions of Article X, Section 20 of the Colorado Constitution. TCA shall give the School District notice prior to entering into any agreement or making any commitment that gives rise to a multiple-fiscal year direct or indirect debt or other financial obligation. TCA has no authority to obligate the School District to any financial obligation without the prior express written consent of the School District.
- 8.13.3. In exercising its powers, TCA shall comply with all applicable Board or Superintendent approved policies unless a specific waiver is obtained or TCA has adopted its own comparable policy. All policy changes will be posted to the TCA website. Upon request, TCA shall furnish to the Board copies of all written policies or procedures it may develop with respect to any matter relating to its operations and educational program upon adoption of such policies by the TCA Board. TCA agrees to comply with future District policies unless a specific waiver is obtained.
- 8.13.4. TCA shall clearly indicate to vendors and other entities and individuals outside the School District with which or with whom TCA desires to transact business that the obligations of TCA under any agreement are solely the responsibility of TCA and are not the responsibility of the School District.
- 8.13.5. All cash gifts or donations and all gifts or donations of property, having a reasonable value in excess of \$5,000, shall be reported by TCA to the School District by recording the same in the financial records required under paragraph 7.3, above. TCA shall report to the Board of Education semi-annually the acceptance of any gift or donation in excess of \$10,000 and shall obtain the prior approval of the Board of Education for any grant and any gift or donation that would involve any condition or obligation on the part of the School District. Grants and gifts to TCA and TCA's fund raising activities shall be consistent with School District policies but will not affect funding by the School District pursuant to this Contract.

8.14. Waivers. TCA shall comply with all federal and state laws and regulations, as well as the School District's policies and regulations unless specifically waived. TCA has requested waivers from certain District policies and regulations. The approved waivers are set forth in attached Exhibit C, which is hereby incorporated into this Contract. The School District has

agreed to review additional requests in good faith, and if the School District deems appropriate, approve requests for waivers from District policy or regulation, upon approval by the Board of acceptable replacement policies if the Board determines that replacement policies are necessary.

- 8.14.1. Requests for waivers from District policies will be submitted fifteen days prior to a regularly scheduled board meeting and be grouped by subject and not exceed ten in number whenever possible. In reviewing proposed replacement policies, the School District will consider:
- 8.14.2. The extent to which the proposed policies are consistent with applicable state and federal law;
- 8.14.3. The extent to which the proposed policies provide clear and enforceable mechanisms for accountability; and
- 8.14.4. The extent to which the proposed policies are consistent with proactive principles of minimizing liability to TCA and the School District.
- 8.14.5. The Board, however, retains full and final decision-making authority with respect to proposed waivers from Board policies.
- 8.14.6. Board approval of TCA policies allows for their immediate implementation.
- 8.14.7. On May 8, 2007, and periodically thereafter, the Colorado Department of Education granted TCA automatic waivers from state law as set forth on Exhibit C-1. These waivers will be effective through June 30, 2030. The Board hereby approves waivers of Academy District 20 administrative policies as set forth on Exhibit C-2.

8.15. Bidding Requirements. TCA will abide by District policies regarding bidding and purchasing until a waiver is requested and granted. Once such waiver is secured, TCA will purchase contractual services, supplies, materials, and equipment through a system of competitive bidding, as required by state law.

8.16. Financial Reports. Upon request, TCA shall be responsible for submitting to or confirming with the School District, within twenty days following the end of each quarter, a written revenue and expenditure report with comparisons to budget and, on an annual basis, a financial statement that reports the costs of administration, instruction, and other spending categories, consistent with the format utilized by the School District and required by state law.

8.17. School Location. TCA will locate its school within the geographical boundaries of the District unless an appropriate showing of hardship is made to the satisfaction of the Board of Education. TCA may locate the school on two or more geographically separated sites. Such multiple sites may be maintained without TCA and its separate campuses being considered separate charter school entities.

8.17.1. The School District shall provide to TCA space that is deemed available as negotiated by TCA and the District. The District shall not charge rent for such space, but all other costs for the operation and maintenance of the facility used by TCA shall be subject to negotiation between TCA and the District.

8.17.2. If TCA should purchase property for the purpose of building permanent school facilities, the property must be located within the geographical boundaries of the District. Any land purchase or lease by TCA, for the purpose of building permanent or temporary school facilities, must be approved by the Board. The Board may consider safety, legal or other issues that could reasonably impact the District, but the Board shall not unreasonably withhold approval.

8.18. Dissolution. In the event TCA should cease operations for whatever reason, including the non-renewal or revocation of the Charter, it is agreed that the Board shall supervise and have authority to conduct the closure of the business and affairs of TCA; provided, however, that in doing so, the School District does not assume any liability incurred by TCA beyond the funds allocated to it by the School District under this Contract. The School District's authority hereunder shall include, but not be limited to, the return and/or disposition of any assets acquired by purchase or donation by TCA during the time of its existence, consistent with any donor conditions.

9. Employment Matters. The Employee Section of the Application concerning employment matters and specific personnel policies are accepted to the extent specifically described below and subject to the following conditions and other provisions of this Contract:

9.1. Hiring of Personnel. The School District agrees that TCA may select its personnel directly without prior authorization from the School District or School District Board of Education, subject to compliance with all federal and state law, rules, and regulations, including, without limitation, requirements concerning the recruitment of applicants, the use of background and criminal checks, and certification and/or licensure requirements of the former No Child Left Behind ACT, 20 USC 6301 et seq. and implementing regulations, and the applicable provisions of the Every Student Succeeds Act, 20 U.S.C 6301 et seq. and implementing regulations. If necessary and appropriate, the School District shall endorse applications for alternative certification or licensing by TCA teachers; provided, however, that TCA shall be responsible for any costs associated with such application and approval process. The TCA Board may terminate the employment of any personnel deemed sufficient by the TCA Board subject to compliance with all federal and state laws, rules, and regulations for which a waiver has not been obtained from the State Board of Education. The School District agrees that TCA will participate in the selection of security staff who will be assigned to TCA.

9.2. Employee Compensation, Evaluation, and Discipline. The School District agrees to cooperate with TCA in considering the waiver of Board or Superintendent approved policies and regulations concerning the hiring, compensation, evaluation, promotion, discipline, and termination of employees at TCA, subject to compliance with all applicable state rules and regulations, unless specific waivers are obtained from the State Board of Education. School District policies will remain in effect and be followed by the TCA Board until the adoption of policies regarding these matters that are in compliance with applicable law and approved by

the School District.

9.2.1. TCA shall adopt its own written policies in compliance with federal and state law, concerning the recruitment, hiring, evaluation, promotion, discipline, and termination of personnel; and a plan for resolving employee-related problems, including complaint and grievance procedures. School District policies shall remain in effect until the adoption by the TCA Board of policies regarding these matters that are in compliance with applicable law and approved by the School District.

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

9.3. Benefits. TCA is entitled to provide its own benefits program to its employees. To the extent that TCA wishes to coordinate benefits with the District, TCA shall pay its proportionate share of providing such benefits.

9.4. PERA Membership. All employees at TCA shall be members of the Public Employees' Retirement Association and subject to its requirements. TCA shall be responsible for the cost of the School District's/employer's respective share of any required contributions. TCA will budget a proportionate share of its total payroll for PERA contributions as required by state law. If this amount changes in subsequent years, the TCA budget will be adjusted to reflect the change. TCA further recognizes that under state law, only public employers assigned to the municipal division may terminate their association with PERA, and that the District and TCA are in the school division.

9.5. Employee Welfare, Safety, and Training. Unless and until TCA adopts its own set of written policies that are approved by the School District, TCA shall comply with all Board or Superintendent approved policies concerning employee welfare, safety, and training. All policies shall comply with applicable federal and state laws, concerning employee welfare, safety, and health issues, including, without limitation, the requirements of federal law for a drug-free workplace, and statutorily required training concerning the Child Protection Act of 1987, C.R.S. §§ 19-3-301 et seq.

9.6. Employee Records. Unless and until TCA adopts its own set of written policies that are approved by the School District, TCA shall comply with all Board or Superintendent approved policies concerning employee records. All policies must comply with all applicable federal and state laws, concerning the maintenance and disclosure of employee records, including, without limitation, the requirements of the Colorado Public Records Law, §§ 24-72-201 et seq.

9.7. Employee Conflicts of Interest. All employees at TCA shall comply with the Board's policy and regulation, or TCA replacement policy approved by the School District and applicable state law, concerning employee actual and potential conflicts of interest.

10. Insurance and Legal Liabilities.

10.1. Insurance. TCA agrees to purchase and keep in force, for each fiscal year, for the protection of the School District and TCA, workers' compensation, general liability, directors and officers, errors and omissions, and property insurance.

i. Commercial general liability insurance, including premises and operations, products and completed operations, contractual liability, personal and advertising injury liability, and broad form property damage with the following minimum coverages:

- | | |
|--|-------------|
| a) Each occurrence limit | \$1,000,000 |
| b) General aggregate limit | \$2,000,000 |
| c) Personal and Advertising Injury Limit | \$1,000,000 |
| d) Fire Damage Limit | \$50,000 |
| e) Medical Expense Limit | \$5,000 |

The General Aggregate coverage limits shall be Per Location General Aggregate, (CG 25 04 or its equivalent) and shall be evidenced on School's Certificate of Insurance.

Additional General Liability Requirements:

- No exclusion or limitation of Coverage B., Personal & Advertising Injury
- Delete the exclusion for Contractual Liability under Coverage B., Personal & Advertising Injury
- No Exclusion for Abuse & Molestation
- No Exclusion for Assault & Battery
- No Exclusion for Use of Aerosol Chemicals (Mace)
- Contractual Liability – the CG 00 01 definition of "insured contract" shall not be amended, limited or excluded
- If applicable, Coverage to extend to mobile equipment such as golf carts, ATV's or other off road vehicles
- No limitations or exclusions regarding the scope of services outlined in the contract
- No Punitive Damages Exclusion

Such coverage must be primary and non-contributory, and must include a blanket waiver of subrogation endorsements.

ii. Automobile Liability (Must Include Owned, Non-Owned and Hired Autos) with the following minimum coverage:

- | | |
|--------------------------|-------------|
| a) Combined Single Limit | \$1,000,000 |
|--------------------------|-------------|

Such coverage must include a blanket waiver of subrogation endorsement.

iii. Umbrella/Excess Liability with the following minimum coverage:

- a) Each Occurrence \$1,000,000
- b) Aggregate \$1,000,000

iv. Workers Compensation/Employers Liability – as required by State with the following minimum coverages:

- a) Per Occurrence Limit \$100,000
- b) Disease Policy Limit \$500,000
- c) Disease Each Employee \$100,000

Must include a blanket waiver of subrogation endorsement.

v. Crime Insurance for Employee Dishonesty for a loss arising out of or in connection with any fraudulent or dishonest act committed by employees of the School, including third party with the following minimum coverage:

- a) Per claim \$1,000,000
- School's Commercial Crime Coverage shall include third party liability coverage and list District as a loss payee

vi. Cyber Liability for loss of data risks with the following minimum coverage:

- a) Per claim/aggregate \$1,000,000

vii: Equipment and Mobile Property: School shall be responsible for coverage for physical loss or damage to School's uniforms, personal protective equipment, defense equipment, owned/leased Firearms and/or other mobile property including but not limited to walkie-talkies, cameras, radios, smart phones, tablet computers, laptops and data and media included in said devices.

Further, the School District shall be named as an additional insured on all of the foregoing policies and a certificate of insurance shall be delivered to the School District's Risk Manager and/or Chief Financial Officer upon request. The contracts of insurance shall provide for notice to the School District of any cancellation of an insurance policy thirty (30) days before such cancellation is to take effect. TCA will be responsible for paying for any premium and deductible under those policies for any claim arising out of or related to the operation of TCA.

10.1.1. TCA agrees that it will coordinate all risk management activities through the School District's risk management office. This coordination will include the prompt reporting of any and all pending or threatened claims, filing of timely notices of claim, cooperating fully with the School District in the defense of any claims, and

complying with the defense and reimbursement provisions of the Colorado Governmental Immunity Act and the School District's applicable insurance policies. In the event litigation is brought against either or both parties to this Contract, the maximum liability of the School District shall be limited to the amount allowed by governmental immunity.

10.2. Legal Liabilities. TCA shall operate in compliance with all Board or Superintendent approved policies and regulations and all applicable federal, state, and local laws, rules, and regulations, unless specifically waived or unless such waiver is obtained from the proper authority pursuant to the procedures of paragraph 8.12 above subsequent to the execution of this Contract.

10.2.1. Faith and Credit. TCA agrees that it will not extend the faith and credit of the School District to any third person or entity. TCA acknowledges and agrees that it has no authority to enter into a contract or incur obligations that would bind the School District, including, without limitation, any waiver or modification of the provisions of the Colorado Governmental Immunity Act. TCA may not incur long-term, out-of-budget contracts without the approval of the School District.

10.2.2. Indemnification. TCA shall indemnify and hold harmless the School District or any employee, director or agent of the School District from and against all claims, liability, damages, losses, expenses (including attorneys' fees incurred to defend litigation), decrees, or judgments whatsoever arising from any and all injuries, including death or damages or property loss, resulting to any person or persons including but not limited to a third person or persons, corporations, partnerships or associations, caused by any act, omission, failure or neglect of TCA and its agents, servants or employees or other persons under its supervision or direction in the performance of its obligations under the terms of this Contract. TCA shall not be required to indemnify or hold harmless the School District from any liability or damages arising from the negligent acts of the School District.

10.2.3. Notification of Court Action. TCA agrees to provide the School District advance notice of any court proceedings to which TCA is a party.

11. Transportation. The School District and TCA acknowledge and agree that transportation will not be provided to students attending TCA. If TCA subsequently determines to provide transportation during the term of this Contract, TCA may contract with the School District for transportation services at cost, by separate written agreement as an addendum to this Contract.

12. Miscellaneous Provisions.

12.1. Entire Agreement. This Contract, with Exhibits and attachments, contains all terms, conditions, and provisions hereof and the entire understandings and all representations of understandings and discussions of the parties relating thereto, and all prior representations, understandings, and discussions are merged herein and superseded and canceled by this Contract.

- 12.2. Amendment. This Contract may be modified or amended only by further written agreement executed by the parties hereto.
- 12.3. Notice. Any notice required, or permitted, under this Contract, shall be in writing and shall be effective upon personal delivery (subject to verification of service or acknowledgement of receipt) or three days after mailing when sent by certified mail, postage prepaid, to TCA's President, in the case of notice being sent to TCA, or to the Office of the Superintendent for notice to the School District.
- 12.4. No Waiver. The parties agree that no assent, express or implied, to any breach by either of them of any one or more of the covenants and agreements expressed herein shall be deemed or be taken to constitute a waiver of any succeeding or other breach.
- 12.5. Invalidity. If any provision of this Contract is determined to be unenforceable or invalid for any reason, the remainder of the Contract shall remain in effect, unless otherwise terminated by one or both of the parties in accordance with the terms contained herein.
- 12.6. Interpretation. In the event of any disagreement or conflict concerning the interpretation or enforcement of this Contract, the Application, and Board of Education policies, procedures, regulations, or other requirements, other than those for which waivers have been granted, it is agreed that the provisions of this Contract and Board policies shall control over the Application and that compliance by TCA shall be required and measured in the same manner as may be applied and expected by the School District of a majority of its other schools.
- 12.7. Standing and Capacity. The TCA Board shall have standing and capacity to enter into and enforce any of the terms of this Contract on behalf of TCA. Any action by TCA's representative body on behalf of TCA shall be limited to enforcing the terms of this Contract and recovering the amounts provided for herein and shall not include any action or proceeding for other amounts or damages.
- 12.8. Assignment. TCA shall not assign its Charter nor any of its rights or obligations under this Contract to any person or entity, including, without limitation, a body corporate formed by TCA, without the prior written approval of the Board of Education.
- 12.9. Dispute Resolution. In the event any dispute arises between the School District and TCA concerning the interpretation or application of this Contract, including without limitation the implementation of or waiver from any policies, regulations or procedures, such dispute shall be resolved in accordance with the following procedures:
- 12.9.1. The dispute shall first be submitted to the superintendent of the School District or her designee for review. Thereafter, representatives of the School District and TCA shall meet and attempt in good faith to negotiate a resolution of the dispute. Any resolution of the dispute through this procedure shall be memorialized in a written instrument signed by legally authorized representatives of the School District and TCA.
- 12.9.2. In the event representatives of the School District and the TCA are unable to

negotiate a resolution of the dispute as provided in paragraph 12.9.1 above, either party may notify the other in writing of their intent to submit the dispute to arbitration. Such notification shall be effective in accordance with the terms specified in paragraph 12.3 above and must be given no later than thirty (30) calendar days after the dispute first arose.

12.9.3. Within ten (10) business days after effective notification of intent to arbitrate as provided in paragraph 12.9.2 above, the School District and the TCA shall attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to secure the services of a mutually acceptable arbitrator within said ten (10) day period, an arbitrator may be obtained through the American Arbitration Association in accordance with its rules and procedures on the request of either the School District or TCA.

12.9.4. The arbitrator selected shall confer with the representative(s) of the School District and TCA, shall promptly schedule and conduct a hearing on the matter(s) in dispute and shall issue a written decision simultaneously to the School District and TCA within thirty (30) days after the close of the hearing. The arbitrator's written decision shall include findings of fact, analysis and determination regarding each matter in dispute. The arbitrator's written decision shall be based solely on the evidence presented at hearing and this Contract, and shall be consistent with all governing laws. All costs associated with the arbitration, including but not limited to the arbitrator's fees and expenses, shall be borne equally by the School District and the TCA.

12.9.5. The arbitrator's decision shall be advisory only. The arbitrator's decision shall be considered by the Board and based thereon the Board shall issue a written determination regarding the dispute(s) in question no later than the first regular board meeting held no sooner than ten (10) days after the School District's receipt of the arbitrator's decision. The board's written determination shall be final and binding on the School District and TCA, subject to the dispute resolution process outlined in C.R.S. § 22-30.5-107.5(3)(b) and applicable governing law.

12.10. Mutual Cooperation. The parties pledge to collaborate in good faith, through two-way communication and mutual respect, to attempt to informally and amicably resolve any issues that may arise between them. To promote their common goals of addressing the educational needs of all students within the School District, the parties agree to avoid competition between and dispensing negative information about the educational programs offered by either. They acknowledge that they are cooperatively involved in making a continuum of educational services available for students of the School District. Toward this end, the parties agree that if a student should withdraw from TCA or another school of the School District, they will cooperate in the potential integration of the student back into another program as may be appropriate to the student's need.

13. Settlement and Purchase of Mountain View Elementary School.

13.1. Settlement. The Parties acknowledge that a dispute had arisen concerning the amount of

money the District was obligated to annually pay TCA from the successful mill levy override of 1999 (the “MLO dispute”). This contract, including section 7.1.5, is entered into, in part, as a settlement of the MLO dispute, but not as an admission by either party of liability or an admission as to the truth of any legal or factual issue or allegation with regard to the MLO dispute.

13.2. Mountain View Elementary School. The parties also acknowledge that as part of the settlement of the MLO dispute, the parties shall execute a contract to buy and sell real estate (the “real estate contract”), under which TCA shall purchase from the District the elementary school now known as Mountain View Elementary School (“MVES”). Per the promissory note executed on January 20, 2004, TCA shall begin payments (principal and interest) to the School District on September 1, 2009, in equal monthly installments for a period of 123 consecutive months. Such note was paid in full in November 2019.

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

THE CLASSICAL ACADEMY

By: _____
President, The Classical Academy

Date: _____

By: _____
Chairperson of the Board of Directors

Date: _____

Attest:

Approved as to Form:

Secretary

TCA Attorney

Date: _____

Date: _____

ACADEMY SCHOOL DISTRICT 20

By: _____
President, Board of Education

Date: _____

Attest:

Approved as to Form:

Secretary

School District Attorney

Date: _____

Date: _____

Exhibit A (School Year: 2023-2024)
Description of Contracted Services

1. Account Number 2300, 2500, 2800 Services
TCA will reimburse the District monthly in an amount equal to 1/12 of the previous year's total for a part-time administrator to provide liaison services and additional administrative oversight to TCA. In addition, specific services from the offices of the Superintendent, Business Services, Legal Services, Communication and Human Relations will be documented by the District by a log of time spent on TCA issues (with a brief explanation of the service rendered), with hourly rates and total dollars attached. (See Exhibit B for rates). Hours billed will be rounded to the nearest quarter hour. TCA will be billed quarterly for these services. As required by state law, a final reconciliation of specific services rendered will be provided for the fiscal year by September 30.
2. Video Library
The District will establish an account for TCA at the District's Video Library that will enable TCA staff to check-out videos.
3. Special Education
See Section 5.7.
4. Space in District Publications
TCA will be included in the District website publication to inform the public about the school, its program and its accomplishments, as such is provided for all other District schools. The deadline for updates are on or about May 31 for the following school year. The District will not charge TCA to include their schools in the website publication.
5. Bus Transportation
TCA may utilize bus transportation from the District for field trips, athletic events, etc. on an as needed and space available basis. Requests for transportation will be submitted to the District transportation department. The District will bill TCA for these transportation costs.
6. Information Technology
TCA may utilize information technology services from the District. TCA will be billed for these services. See attached Exhibit B-1.
7. Security
TCA may utilize security services from the District. TCA will be billed for these services. See attached Exhibit B-2.
8. Other Miscellaneous Services
TCA may from time to time use other services. TCA will be billed for these services. A billing document will be prepared that supports the amount TCA owes. That amount will be withheld from the next payment due to TCA. District staff with subject matter expertise in specific areas can provide a wide range of consulting services to meet individual charter school needs. The District offers assistance at a flat hourly rate of \$100

per hour, billed in quarter hour increments, for services specified below for up to 20 hours per semester.

Service Offered	Staff Member(s)
Athletics Consult	Assistant Superintendent for Planning and Engagement or designee
Communications Consult	Chief Communication Officer
Data Management	Director for IT, Chief Information Officer
Instructional Technology Consult	Director for IT, Chief Information Officer
Grant & Proposal Development	Staff Specialist, Director for Budget & Finance, Chief Financial Officer
General Budget and Finance Consult	Director for Budget & Finance, Chief Financial Officer
Human Resources Consult	Director for HR, Assistant Superintendent for HR
Learning Services Consult (including Section 504 compliance, ELPA, TAG, Literacy, etc.)	Director for Learning Services, Assistant Superintendent for Learning Services
Legal Relations*	General Counsel
Policy Templates	General Counsel

*Legal Services are offered so long as there is not a conflict of interest with an attorney's representation of the District and may require a letter of engagement to establish the scope of limited representation.

Exhibit B

Estimated Cost for Contracted Services

School Year: 2023-2024

1. Account Number 2300, 2500, 2800 Services
Hourly billing rates will be based on the individuals involved.
2. Video Library
\$0 (unlimited usage).
3. Special Education
TCA shall pay costs related to Special Education as outlined in Section 5.7.
4. District Publications
The District will not charge TCA for space in the Parent Guide.
5. Bus Transportation
 - a) For the school year 2023-2024, when using a School District bus for any purpose, TCA shall pay the prevailing rate per mile and the prevailing hourly rate for the bus driver/para. Additional fees are also applicable: Set-Up Fee, Cleaning Fee (if bus is excessively dirty post-trip), Late Returning Fee (if Trans Dept must cover subsequent route), Cancellation Fee (less than 48 hours), Show Up Fee (bus arrives and trip cancels), and a Damage Fee. TCA shall also pay the prevailing ASD 20 per mile rate for the use of District vans. Costs will be calculated using actual mileage.
 - b) The District will offer to provide annual inspections for two buses at a flat rate of \$750.00 for the inspection and the oil change. Any additional repairs needed will be charged at a shop rate of \$60.00 per hour plus the actual cost of parts. TCA will provide the VIN of each vehicle to verify that the vehicle meets Colorado's standards for student transportation.
6. Information Technology – see Exhibit B-1
7. Security—see Exhibit B-2
8. Zebulon Pike Youth Services Center--In accordance with C.R.S. § 19-2-402(3)(b), area districts are responsible for bearing a portion of the costs of the local educational program provided. For the local catchment area, the local educational provider is the Zebulon Pike Youth Services Center. The District's portion is based upon their funded pupil count as it relates to the total funded pupil count of all districts served. TCA is responsible for its portion based upon its funded per pupil count as it relates to the total ASD 20 funded pupil count. The approximate TCA cost for 2023-2024 is estimated at \$11,000.

Exhibit B-1

TCA Contract Information Technology and Estimated Costs
2023-2024

Recurring Costs for ASD20 Software	2023-2024 Cost/User	2023-2024 User Count based on 2022-2023 student/staff	2023-2024 Cost to TCA
Infinite Campus Support (Includes One Roster)	\$ 10.24	3627	\$ 37,140.48
Infinite Campus One Roster	\$ -	3627	\$ -
Extended Portal Management	\$ 3.00	3627	\$ 10,881.00
Palo Filter and Firewall/Malware	\$ 4.52	3627	\$ 16,394.04
Microsoft A5 Licenses	\$ 120.00	405	\$ 48,600.00
Microsoft P1 Licenses	\$ 11.03	273	\$ 3,011.19
Performance Matters (PowerSchool)	\$ 10.37	633	\$ 6,564.21
Schoology LMS PowerSchool)	\$ 4.08	3627	\$ 14,798.16
Tableau	\$ 2.15	3627	\$ 7,798.05
Adobe Creative Cloud (Staff)	\$ 5.00	100	\$ 500.00
Adobe Creative Cloud (Students)	\$ 25.00	100	\$ 2,500.00
SOFTWARE SUBTOTAL			\$ 148,187.13
Recurring Costs for ASD20 Internet	Percentage of total cost	Total Cost	Cost to TCA
Internet access	16.00%	\$ 86,064.12	\$13,770.26
INTERNET SUBTOTAL			\$13,770.26
TOTAL RECURRING COSTS			\$ 161,957.39
Service Costs for TCA	Percentage of Recurring Costs	Recurring Cost Total	Cost to TCA
All IT Support Services (5% of Recurring Costs above)	5.00%	\$ 161,957.39	\$8,097.87
SERVICE SUBTOTAL			\$8,097.87
TOTAL SERVICE COSTS			\$8,097.87
Non Recurring Costs for ASD20 services	Cost/Student	Student Count	Cost to TCA
Nothing planned at this time			0
NONRECURRING SERVICES SUBTOTAL			\$ 170,055.26
TOTAL NONRECURRING COSTS			\$ -
TOTAL TCA CONTRACT COST			\$ 170,055.26

ASD20-TCA Cost for Contracted IT Services 2023-24
Numbers based on October 2022 Count

Description	Counts
TCA Student Membership	3627
NSCA Student Membership	628
D20 Student Membership	22352
Total Student Membership	26607
D20 Staff	3037
NSCA staff	76
TCA Staff	633
Total Staff	3746

The following services must be purchased from ASD20:

- Infinite Campus License and Support
- Palo Alto Firewall and Filter
- Internet Services (bandwidth access to the internet)
- Online Student Registration Part of the IC Cost

The Classical Academy would need to provide at its sole cost:

- Connectivity to an internet connection that would use a Virtual Private Network (VPN) into the D20 network for CIPA filtering purposes
- Internet Switch (using ASD20 Switch Specs)
- Phones
- Antivirus
- In building wireless
- Computer purchase, deployment and licensing requirements for staff and student computers
- Website infrastructure
- Patch Management of all software
- Helpdesk contact and support for TCA staff and students
- Training for IC Extended Portal for TCA staff and parents
- Infinite Campus system training for staff

Exhibit B-2
TCA Contract Security Program and Estimated Costs
2023-2024

TCA agreed, effective school year 2012-2013, to contract with the Academy School District 20 Security Department for all security needs as specified herein. In 2013-2014, TCA added one additional security officer.

1. The TCA North Campus shall be staffed at the same ratio as other similarly sized campuses in Academy School District 20, with one lead security officer and two school security officers. An additional officer will float between TCA East and TCA Central. Security officers shall be employees of Academy School District 20, and shall be hired, trained and supervised by the Academy School District 20 Security Department.
2. These officers shall work 182 days, like other Academy School District 20 security officers. Daily schedules, holidays and training days shall be mutually agreed to, but shall generally follow the Academy School District 20 security calendar and training schedule.
3. All security officers shall be armed.
4. The cost for these officers shall be the responsibility of TCA. Annual salaries and benefits for the four (4) officers shall be approximately \$180,100 annually adjusted for raises and cost of living at the same rate as other Academy School District 20 security officers. An additional charge of approximately \$4,000 for all four officers annually shall cover uniforms, training and supervision.
5. Patrol support for other TCA campuses, after-hours security checks and alarm response shall be provided by existing Academy School District 20 personnel on an as needed/as requested basis for a flat annual fee of \$7,500.
6. Emergency management and consultative services shall be provided by Academy School District 20 security staff at no cost.
7. TCA administrative staff shall attend all mandatory emergency management training conducted for administrators at no cost. The mandatory trainings include: IS100SC, an online course through FEMA's Emergency Management Institute (EMI); Academy School District 20's emergency management training (4 hours) offered at least once annually through the District's security department; and at least one tabletop exercise annually for all school emergency teams. TCA administrators are encouraged to attend any optional safety training they desire. Any associated costs for optional training shall be the responsibility of TCA.
8. As of July 1, 2013, TCA installed necessary equipment to complete radio communications and video access between all campuses and the Academy School District 20 security control center.
9. TCA administrators are required to immediately report to the Academy School District 20 Security Department any of the following events if they occur on campus or at any TCA sponsored activity:
 - all felonies

- all misdemeanors
- all substance abuse incidents except tobacco use, whether the substance is alcohol, illegal drugs, prescription drugs or misuse of over-the-counter medications, regardless of law enforcement action
- all vandalism, including graffiti
- all fires, no matter how small
- all suspicious objects, packages, persons and occurrences

If there is any doubt as to whether an event should be reported to law enforcement or another outside entity, TCA administration shall consult with Academy School District 20 Security.

10. Academy School District 20 Security shall keep TCA administration fully informed of and about security and crime related matters through regular formal reports, briefings and training.
11. Academy School District 20 shall be the designated liaison with all law enforcement, fire and public safety entities.
12. TCA agrees to comply with any agreements with the City of Colorado Springs regarding school crossing guards and the School District agrees to provide TCA access to any such agreements.
13. TCA agrees to conduct background checks of all 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.

Exhibit C-1

Waivers of State Law Granted to The Classical Academy

State Waivers

See below for a list of waivers (automatic) reviewed April 1, 2020 from the Colorado Department of Education. These waivers are effective through June 30, 2038.

C.R.S.	Title/Description
22-63-402	Teacher Employment Act – certificate required to pay teachers
22-33-104(4)	Compulsory School Attendance – attendance policies and excused absences
22-63-401	Teacher Employment Act – teachers subject to adopted salary schedule
22-63-302	Teacher Employment Act – procedures for dismissal of teachers
22-63-403	Teacher Employment Act – describes payment of salaries
22-1-112	School Year – National Holidays
22-32-110(1)(h)	Local Board powers – terminate employment of personnel
22-32-110(1)(i)	Local Board powers – reimburse employees for expenses
22-32-110(1)(j)	Local Board powers – procure life, health, or accident insurance
22-32-110(1)(ee)	Local Board powers – employ teachers' aides and other non-certificated
22-32-109(1)(t)	Determine educational program and prescribe textbooks
22-32-109(1)(f)	Local Board duties concerning selection of staff and pay
22-32-126	Employment and authority of Principals
22-32-110(1)(k)	Local Board powers – policies relating to inservice training and official
22-63-301	Teacher Employment Act – grounds for dismissal

Non-Automatic State Waivers

C.R.S.	Title/Description
22-32-110(1)(y)	Local Board powers – accept gifts, donations, grants
22-32-109(1)(b)	Local Board duties concerning competitive bidding
22-32-109(1)(n)(II)(A)	Determine teacher – pupil contact hours
22-63-201	Employment – license required – exception
22-63-202	Employment contracts
22-63-203	Probationary teachers – renewal and nonrenewal of employment contract
22-63-205	Exchange of teachers – exchange educator interim authorization
22-63-206	Transfer – compensation
22-9-106	Local Board duties concerning performance evaluation system
22-2-112(1)(q)(l)	Commissioner – duties
22-7-1014(2)(a)	School readiness assessment

Exhibit C-2

Waivers of District Policy Granted to The Classical Academy (2023-2024)

District Waivers

D-20 Policy	Policy Title
CHA	Administrative Procedures
CHB	Administration in the Absence of Policy
DBGA	Budget Referenda
DBJ	Budget Transfers
DC	Taxing and Borrowing
DID	District Assets
DID-R	Fixed Assets
DKC-E1	Travel Checklist
DKC-E2	Travel Mileage Reimbursement Chart
DKC-R	Travel Expense Authorization and Reimbursement Procedure
EBAB-E	Hazardous Materials Procedure Form
EBAB-R	Hazardous Materials Procedures
EEA	Student Transportation
EEA-E-1	Transportation Service Parameters
EEB	Use of Video Camera Surveillance on Buses [School District replaced with ADD E 2 Safe Schools – Use of Video/Audio Recordings]
EEB-R	Use of Video Camera Surveillance on Buses Procedure [School District replaced with ADD E 2 Safe Schools – Use of Video/Audio Recordings]
GBBD	Interest-Free Tuition Loans
GBBD-E	Interest-Free Tuition Loan Application
GBBD-R	Interest-Free Tuition Loans Procedure
GBC	Staff Member Leave
GBCA	Limited Sick Leave Bank
GBCA-R	Limited Sick Leave Bank Procedure
GBEA-E	Conflict of Interest Waiver
GBECA	Controlled Substance and Alcohol Testing of Employees Required to Hold a Commercial Driver's License
GBECA-E	Controlled Substance Medical Exception Form
GBECA-R	Controlled Substance and Alcohol Testing Procedure
GBEC-R	Alcohol/Drug Free Workplace Procedure
GCBB/GCBDA	Administrative Staff Contracts and Compensation
GCBB-R/GCBDA-R	Administrative Staff Contracts and Compensation Procedure
GCCBC	Non-Administrative, Licensed, and Exempt Staff Extra Duty Pay
GCCBC-R	Non-Administrative, Licensed, and Exempt Staff Extra Duty Pay Procedure
GCE/GCF	Licensed Staff Recruiting /Hiring
GCFC	Professional Staff Licensing Responsibilities
GCOE	Evaluation of Coaches
GCOE-E1	Athletic Head Coach and Assistant Coach Evaluation Forms-Middle School
GCOE-E2	Athletic Head Coach and Assistant Coach Evaluation Forms-High School
GCQA	Instructional Staff Reduction in Force

GCQA-R	Instructional Staff Reduction in Force Procedure
GCR	Longevity Bonus Policy [retired by School District in 2022]
GCR-R	Longevity Bonus Procedure [retired by School District in 2022]
GDLA-E	Staff Specialist Contracts and Compensation Appendix
IIBD	Colorado Libraries Collaborate Option [School District retired administrative policy IIBD in 2021]
IIBD-R	Colorado Libraries Collaborate Option Procedure [School District retired administrative policy and procedure IIBD-R in 2021]
JC	School Attendance Areas
JEB	School Entrance Age Requirements
JFABB	Admission of International and Visiting Students
JFABB-R	Admission of International and Visiting Students Procedure
JFB-R	Assignment of Students Procedure
LBD-E	Intent to Apply to Become a District Charter School

Exhibit D – 2008 MLO Actual and Estimated Revenues

Factors	Assumptions	Actual
Maximum Override per CRS 22-54-108(3)(b)(1)	\$ 34,872,949	\$ 34,872,949
1999 MLO currently levied	\$ <u>12,750,862</u>	\$ <u>12,750,862</u>
Statutory maximum available for 2008 MLO	\$ 22,122,087	\$ 22,122,087
2008 MLO ballot question amount	\$ 14,000,000	\$ 14,000,000
Oct 1, 2008 District 20 FPC	\$ 20,426	\$ 20,709
Statutory maximum MLO for 2008/pupil	\$ <u>685</u>	\$ <u>676</u>
Oct 1, 2008 TCA FPC	2,575.0	2,611.5
*Revenue to TCA based on Oct 1, 2008 FPC	\$ 1,764,907	\$ 1,765,374

*This amount represents the total annual amount once the 2008 MLO is fully phased-in (see below)

	2008-09 act.	2009-10 act.	2010-11 act.	2011-12 act.	2012-13 act.	2013-14 act.	2014-15 act.	2015-16 and Ensuing Years
TCA Projected MLO Revenue	\$329,517	\$329,517	\$329,517	\$329,517	\$329,517	\$329,517	\$329,517	\$329,517
		\$353,324	\$353,324	\$353,324	\$353,324	\$353,324	\$353,324	\$353,324
			\$359,592	\$359,592	\$359,592	\$359,592	\$359,592	\$359,592
					\$0	\$0	\$0	\$0
					\$361,471	\$361,471	\$361,471	\$361,471
						\$180,736	\$180,736	\$180,736
							\$180,735	\$180,735
Annual Total	\$329,517	\$682,841	\$1,042,433	\$1,042,433	\$1,403,904	\$1,584,639	\$1,765,374	\$1,765,374
TCA Remaining Override Balance	\$1,435,857	\$1,082,533	\$722,941	\$722,941	\$361,471	\$180,735	\$0	
TCA Maximum Override	\$1,765,374	\$1,765,374	\$1,765,374	\$1,765,374	\$1,765,374	\$1,765,374	\$1,765,374	

Exhibit E - Financial Reporting Requirements

Colorado Department of Education Automated Data Exchange Format

File Layout: Required Fields Only

File Name: fd####.nnc				
Field Name	No. of Bytes	Beginning Position	Ending Position	Field Type
<u>School District/BOCES Code</u>	4	1	4	code
<u>Fund Code</u>	2	5	6	code
<u>Location Code</u>	3	7	9	code
<u>Special Reporting Element Code</u>	2	10	11	code
<u>Program Code</u>	4	12	15	code
<u>Object/Source/Balance Sheet Code</u>	4	16	19	code
<u>Job Classification Code</u>	3	20	22	code
<u>Grant/Project Code</u>	4	23	26	code
<u>Amount</u>	13	27	39	numeric

Exhibit E - Financial Reporting Requirements, continued

Trial Balance Requirements

Operating Statement minimum requirements

TCA				
Operating Statement for month, day, year				
	General Fund	Capital Reserve Fund	Building Fund	Total
Revenues				
Local Sources				
State Sources				
Federal Sources				
Total Revenues				
Expenditures				
Instructional				
Pupil Services				
Staff Services				
General Admin				
Office of the Principal				
Business Services				
Maintenance & Operations				
Pupil Transportation Services				
Central Services				
Other Support Services				
Non-Instructional Services				
Facilities Construction Services				
Debt Service				
Principal				
Interest				
Interfund Transfers				
Total Expenditures				
Revenues over (under) Expenditures				
Beginning Fund Balance July 1, year				
Ending Fund Balance month day, year				

Exhibit E - Financial Reporting Requirements, continued

Trial Balance Requirements

Balance Sheet minimum requirements

EXHIBIT F

**BYLAWS
OF
THE CLASSICAL ACADEMY**

February 13, 2023

BYLAWS
OF
THE CLASSICAL ACADEMY

ARTICLE I. OFFICES

Section 1.1 Business Offices.

The principal office of The Classical Academy (TCA) charter school is 975 Stout Road, Colorado Springs, CO 80921. TCA may at any time change the location of its principal office. TCA may have such other offices, either within or outside Colorado, as the Board of Directors (BOD) may designate or as the affairs of the School may require from time to time.

Section 1.2 Registered Office and Agent.

The registered office required by the Colorado Revised Nonprofit Corporation Act, C.R.S. § 7-21-101 through 7-137-301 (the “Act”) to be maintained in Colorado may be changed from time to time by the BOD or by the officers of TCA, or to the extent permitted by the Act, by the registered agent of TCA, provided in all cases that the street addresses of the registered office and the registered agent of TCA are identical. The address of TCA’s registered office and registered agent is 975 Stout Road, Colorado Springs, CO 80921.

ARTICLE II. MISSION AND VALUES

Section 2.1 Mission Statement.

The Classical Academy exists to assist parents in their mission to develop exemplary citizens equipped with analytical thinking skills, virtuous character, and a passion for learning, all built upon a solid foundation of knowledge.

Section 2.2 Core Values.

In all things, TCA should be guided by its Core Values (attached as Appendix 1). TCA’s Core Values are its constitutive document, and as such, no part of them may be changed absent the deliberative and public process described in this Section 2.2. Notwithstanding anything else contained in these Bylaws, to change any part of the Core Values, notice of the proposed change must be provided to the entire TCA community, including the BOD, President, employees, volunteers, and parents, at least one month prior to the first meeting at which the proposed change will be discussed. The notice must contain both the current language and the proposed language of the change. Before any proposed change may become effective, it must be subject to two public readings at two public Board meetings, scheduled at least two weeks apart from each other. At both readings, any member of the public must be permitted to comment on the proposed change for a reasonable period of time, as prescribed in advance by the BOD. At both Board meetings, Directors must also be permitted to comment on the proposed change. The Board may vote on the proposed change after the second reading and comment period at the second meeting. For

the change to be effective, the BOD must vote in favor of it unanimously. If a change is ever made, the prior language shall be maintained in the Core Values document as a point of historical reference; the format by which the prior language is maintained shall be determined by the Secretary of the Board of TCA.

Section 2.3 Preservation of Founding Vision.

In order to preserve and protect the mission and goals of TCA, it is hereby declared that the entire TCA community shall have access to a copy of the original charter application and contract.

ARTICLE III. MEMBERS

Section 3.1 Classification, Qualification, Privileges and Election of Members.

TCA shall have one class of voting members. Each family of a child or children currently enrolled at TCA shall be considered one member. A family for purposes of these Bylaws shall mean any parent(s) or legal guardian(s) together having one or more children or wards enrolled at TCA. Members shall have no rights or privileges other than to elect Directors of TCA. Directors, whether elected by the members or appointed by the Board, may be removed in accordance with Section 4.3 herein.

Section 3.2 Termination of Membership.

The membership of any member shall terminate automatically once the family no longer has any children or wards enrolled at TCA.

Section 3.3 Annual Meeting of Members.

An annual meeting of the members shall be held for the purpose of inducting the elected/appointed Board members to the Board of Directors, which shall be held at such place, within El Paso County, Colorado, as may be designated in the notice of meeting. Written notice of the annual meeting of the members stating the place, date and time of the meeting shall be made by posting the agenda in accordance with normal Board Meeting/'Election practices on the TCA website and sending out a notice to the TCA community via email. In lieu of an annual meeting, the BOD may provide for the annual election of directors by way of electronic balloting or, Board appointment (when an election is not held) or, such other similar means. Failure to hold an annual meeting as required by these Bylaws shall not work a forfeiture or dissolution of TCA or invalidate any action taken by the BOD or officers of TCA.

ARTICLE IV. BOARD OF DIRECTORS

Section 4.1 General Powers.

Except as otherwise provided in the Act, the Colorado Charter Schools Act, the articles of incorporation or these Bylaws, all corporate powers shall be exercised by or under the authority of, and the business and affairs of TCA shall be governed by, its BOD.

Section 4.2 Qualifications, Number, Classification, Election and Tenure.

(a) Qualifications. Each Director must be a natural person who is twenty-one years of age or older. Qualifications for Board Directorship shall include but not be limited to: (a) an interest in children and their education; (b) enthusiasm for TCA and conviction in its purpose; (c) willingness to give time and energy to TCA; (d) ability to represent the community and interpret community needs and views; (e) willingness to accept and support decisions democratically made; and (f) ability to represent TCA to the community. The BOD may not include (i) employees of TCA; (ii) a director with an immediate family member on staff as a regular employee; or (iii) individuals who are married to one another.

(b) Number. The number of voting Directors of TCA shall be seven. The number of Directors shall never be fewer than five nor more than nine, as determined by the BOD from time to time. Any action of the BOD to change the number of Directors, whether expressly by resolution or by implication through the election of additional Directors, shall constitute an amendment of these Bylaws changing the number of Directors, provided such action otherwise satisfies the requirements for amending these Bylaws as provided in the Act, the articles of incorporation or these Bylaws.

(c) Classification and Staggered Terms. Unless otherwise stated herein, the term of each Director shall be three years. Classification of the BOD was initially made by dividing them into three classes, each class as nearly equal in number as possible, such that each year only a portion of the Directors' terms would expire, thereby creating staggered terms and continuity in the BOD. Such staggering of terms shall be maintained should the number of Directors be increased or decreased as set forth in Section 4.2(b).

(d) Election and Term in Office. Each April, TCA's members shall elect the number of Directors equal to the number of upcoming Elected Director vacancies on the Board. Six Directors will be elected Directors and one Director will be a Designated Appointed Director. All elected and appointed Directors shall become non-voting transitional Directors of the Board from the first Board meeting in April after the election until the beginning of the August meeting, at which time their predecessors shall no longer serve and they shall become full, voting Directors. Transitional Directors shall have all the rights and obligations of full Directors except the right to vote and to attend executive sessions. The Board Chair reserves the right to invite Transitional Directors to attend Executive Sessions related to performance reviews. Generally, Directors' terms begin in August and last three years, but no Director's term shall end until his or her qualified successor has been elected, or until such Director's death, resignation or removal. In accordance with Colorado term for locally elected officials, term limits for TCA Directors are two consecutive terms. For purposes of counting two consecutive terms, Directors appointed to vacancies and serving 18 months or less are not considered to have served a term while Directors appointed to vacancies and serving over 18 months are considered to have served a term. Any individuals meeting the 4.2(a) qualifications are eligible for re-election to two three-year terms after a four-year hiatus between terms.

Section 4.3 Resignation; Removal; Vacancies.

(a) Resignation. Any Director may resign at any time by giving written notice to the Chair or the Secretary of the BOD. A Director's resignation shall take effect at the time

specified in such notice, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. A Director shall be deemed to have resigned in the event of such Director's incapacity as determined by a court of competent jurisdiction.

(b) Removal. A Director may be removed by a vote in favor of removal by 2/3 of unconflicted Directors. For example, for a seven-Director board, four Directors (excluding the Director to be removed, or 2/3 of the remaining total) must vote in favor of removal. The BOD may create other procedures necessary for removal either by further amending these Bylaws or by policy.

(c) Vacancies and Designated Appointed Director. Any vacancy of an elected Director may be filled by the affirmative vote of a majority of the remaining Directors though less than a quorum. The same holds for the Designated Appointed Director. The term of the Designated Appointed Director is three years. A Designated Appointed Director may only be appointed to one three-year term by the Board of Directors. This does not prevent the Designated Appointed Director from running for election at the end of the term. Appointment of the Designated Appointed Director takes place during the election of Elected Directors in the 2017 term and every three years thereafter, and is done in a timely fashion to allow both to assume voting rights in August. A Director appointed to fill a vacancy of an Elected Director shall hold the office for the unexpired term of such Director's predecessor in office. Directors appointed due to a Director resignation or vacancy will assume all the rights and obligations of full Directors upon signing the Board Agreement, Executive Session affidavit of non-disclosure, and completing a background check. These requirements must be fulfilled within 30 days. Directors have 90 days from the time of appointment to complete the Colorado Department of Education's (CDE) Charter School Board Training modules and submit proof of completion. Any directorship to be filled by reason of an increase in the number of Directors shall be filled by the affirmative vote of a majority of the Directors then in office, and a Director so chosen shall hold office until the next election of the class of Directors for which such Director was chosen and thereafter until such Director's successor shall have been elected and qualified, or until such Director's death, resignation or removal. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new Director may not take office until the vacancy occurs. Qualified candidates may include, though are not limited to, (i) former Directors; (ii) previous candidates not elected via the annual public election or designated appointment process; or (iii) recommendations provided from a Board-designated committee.

Section 4.4 Regular Meetings.

The BOD shall hold regular meetings from time to time to discuss and transact the regular business of TCA. The Board shall provide by resolution the time and place for the holding of these meetings. A regular annual meeting of the BOD shall be held each year in August, or as soon as possible thereafter, at a place within El Paso County, Colorado, as determined by the board, for the purpose of electing officers of the BOD and for the transaction of such other business as may come before the meeting.

Section 4.5 Special Meetings.

Special meetings of the BOD may be called by or at the request of (i) the Chair and at least one other Board Director; (ii) the President and at least two Board Directors; or (iii) any three Board Directors. The person or persons authorized to call special meetings of the BOD may fix the time and place within El Paso County, Colorado, for holding any special meeting of the Board called by them.

Section 4.6 Notice of Meetings.

TCA shall provide notice of all meetings in compliance with the Colorado Open Meetings Law, C.R.S. § 24-6-401 *et seq.*

(a) Requirements. In addition to the notice provisions of the Colorado Open Meetings Law, notice of any special meeting of the BOD stating the date, time and place of the meeting shall be given to each Director at such Director's business or residential address at least five days prior thereto by the mailing of written notice by first class, certified or registered mail, or at least two days prior thereto by personal delivery or private carrier of written notice or by telephone, facsimile, electronic transmission or any other form of wire or wireless communication (and the method of notice need not be the same as to each director). Written notice, if in a comprehensible form, is effective at the earliest of: (i) the date received; (ii) five days after its deposit in the United States mail, as evidenced by the postmark, if mailed correctly addressed and with first class postage affixed; and (iii) the date shown on the return receipt, if mailed by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee. If transmitted by facsimile, electronic transmission or other form of wire or wireless communication, notice shall be deemed to be given when the transmission is complete.

(b) Waiver of Notice. A Director may waive notice of any meeting before or after the time and date of the meeting stated in the notice. Except as otherwise provided in this Section 4.6(b), the waiver shall be in writing and signed by the Director entitled to the notice. Such waiver shall be delivered to TCA for filing with the corporate records, but such delivery and filing shall not be conditions of the effectiveness of the waiver. A Director's attendance at or participation in a meeting waives any required notice to that Director of the meeting unless: (i) at the beginning of the meeting or promptly upon the Director's later arrival, the Director objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice and does not thereafter vote for or assent to action taken at the meeting; or (ii) if special notice was required of a particular purpose pursuant to the Act or these bylaws, the Director objects to transacting business with respect to the purpose for which such special notice was required and does not thereafter vote for or assent to action taken at the meeting with respect to such purpose.

Section 4.7 Deemed Assent.

A Director of TCA who is present at a meeting of the BOD when corporate action is taken is deemed to have assented to all action taken at the meeting unless (i) the Director objects at the beginning of the meeting, or promptly upon the Director's arrival, to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to any action taken at the meeting; or (ii) the Director contemporaneously requests the Director's dissent or abstention as to any specific action taken be entered in the minutes of the meeting; or (iii) the Director causes written notice of the Director's dissent or abstention as to any specific action to be received by the presiding officer of the meeting before the adjournment thereof or by TCA promptly after the adjournment of the meeting. Such right of dissension or abstention is not available to a Director who votes in favor of the action taken.

Section 4.8 Quorum and Voting.

A majority of the Directors in office immediately before a meeting begins shall constitute a quorum for the transaction of business at any meeting of the BOD, and the vote of a majority of the Directors present in person at a meeting at which a quorum is present shall be the act of the BOD, unless otherwise required by the Act, the articles of incorporation or these Bylaws. If less than a quorum is present at a meeting, a majority of the Directors present may adjourn the meeting without further notice other than an announcement at the meeting, until a quorum shall be present.

Section 4.9 Voting by Proxy.

No Director may vote or act by proxy at any meeting of Directors.

Section 4.10 No Compensation for Directors; Reimbursement.

Directors shall not receive compensation for their services; however, by resolution of the BOD, the reasonable expenses of Directors for attendance at Board meetings or other Board duties may be paid or reimbursed by TCA. Directors shall not be disqualified to receive reasonable compensation for services rendered to or for the benefit of TCA in any other capacity. TCA shall not pay any compensation to a Director under this provision unless all conflicts of interest policies have been fully complied with and a written record made of that in the minutes.

Section 4.11 Committees.

The BOD may from time to time form one or more committees, auxiliaries, or other bodies composed of such members, having such rules of procedure, and having such chair, as the BOD shall designate. The name, objectives and responsibilities of each such committee, and the rules and procedures for the conduct of its activities, shall be determined by the BOD. A committee may provide such advice, service, and assistance to TCA, and carry out such duties and responsibilities for TCA as may be specified by the BOD; except that, if any such committee has one or more members thereof who are entitled to vote on committee matters and who are not then also Directors, such committee may not exercise any power or authority reserved to the BOD by the Act, the articles of incorporation or these Bylaws. Further, no committee shall have authority to incur any corporate expense or make any representation or commitment on behalf of TCA.

Section 4.12 Participating in Meetings by Telephone or Other Communication.

Directors of the BOD or any committee thereof may participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all Directors participating may hear each other during the meeting. A Director participating in a meeting by this means is deemed to be present in person at the meeting.

Section 4.13 Officers of the Board of Directors.

The officers of the BOD shall be the Chair, Vice-Chair, Secretary and Treasurer. One person may hold more than one office at a time, except that no person shall hold simultaneously the offices of Chair and Vice-Chair.

(a) Chair. The Chair shall, subject to the direction and supervision of the BOD, (i) preside at all meetings of the BOD and (ii) perform other duties from time to time as may be assigned to such office by the BOD.

(b) Vice-Chair. The Vice-Chair shall assist the Chair and shall perform such duties as may be assigned by the Chair or by the BOD. The Vice-Chair shall, at the request of the Chair, or in the Chair's absence or inability or refusal to act, perform the duties of the Chair and when so acting shall have all the powers of and be subject to all the restrictions on the Chair.

(c) Secretary. The Secretary shall (i) keep the minutes of the proceedings of the BOD, and the members (if any); (ii) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (iii) be custodian of the corporate records and of the seal of TCA; (iv) keep at TCA's registered office or principal place of business within Colorado a record containing the names and addresses of all members (if any); and (v) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to such office by the Chair or by the BOD; and (vi) be custodian of public communication to the Board (email account or otherwise), forward messages to the entire Board or appropriate staff, send a standard reply to acknowledge receipt and communicate disclaimers, and provide periodic reports to the Board regarding new communication. Assistant Secretaries, if any, shall have the same duties and powers, subject to supervision by the Secretary.

(d) Treasurer. The Treasurer shall perform or cause to have performed the following duties: (i) the care and custody of all its funds, securities, evidences of indebtedness and other personal property and deposit the same in accordance with the instructions of the BOD; (ii) monitor compliance with all requirements imposed on TCA as a tax-exempt organization described in section 501©(3) of the Internal Revenue Code; (iii) upon request of the Board, make such reports to it as may be required at any time; and (iv) all other duties incident to the office of Treasurer and such other duties as from time to time may be assigned to such office by the Chair or the BOD. Assistant Treasurers, if any, shall have the same powers and duties, subject to the supervision by Treasurer.

Section 4.14 Election and Term of Office for Officers of the Board of Directors.

The BOD shall elect its officers at least once per year. Contested elections shall be conducted by secret ballot. Uncontested elections shall be conducted by roll call vote. Each officer shall hold office from the end of the meeting at or in conjunction with which such officer was elected until such officer's successor shall have been duly elected, or until such officer's earlier death, resignation or removal.

Section 4.15 Board of Directors Agreement.

Each Director of the BOD shall annually sign the Board of Directors Agreement. The Board shall amend this agreement from time to time to ensure it reflects current Board practices and expectations.

ARTICLE V. OFFICERS AND AGENTS OF TCA

Section 5.1 Appointment and Authority of the President of TCA.

The BOD shall appoint a President of TCA, who shall be the only employee of the board. The President shall have the authority to hire and fire all other employees of TCA as well as to grant that authority to other employees, as necessary or proper. TCA's vision and long-term strategy are established, owned and maintained by the BOD. The Board hires and delegates to the President the authority to execute that strategy, implement the vision and manage the operations of TCA, all under the oversight of the BOD.

Section 5.2 Surety Bonds.

The BOD may require that any officer, employee or agent of TCA execute to TCA, at its expense, a bond in such sums and with such sureties as shall be satisfactory to the Board, conditioned upon the faithful performance of such person's duties and for the restoration to TCA of all books, papers, vouchers, money and other property of whatever kind in such person's possession or under such person's control belonging to TCA.

ARTICLE VI. FIDUCIARY MATTERS

Section 6.1 Indemnification.

(a) Scope of Indemnification. TCA shall indemnify each Director, officer, employee and volunteer of TCA to the fullest extent permissible under the laws of the State of Colorado, and may in its discretion purchase insurance insuring its obligations hereunder or otherwise protecting the persons intended to be protected by this Section 6.1. TCA shall have the right, but shall not be obligated, to indemnify any agent of TCA not otherwise covered by this Section 6.1 to the fullest extent permissible under the laws of the State of Colorado.

(b) Savings Clause; Limitation. If any provision of the Act or these Bylaws dealing with indemnification shall be invalidated by any court on any ground, then TCA shall nevertheless indemnify each party otherwise entitled to indemnification hereunder to the fullest extent permitted by law or any applicable provision of the Act or these Bylaws that shall not have been invalidated. Notwithstanding any other provision of these Bylaws, TCA shall neither indemnify any person nor purchase any insurance in any manner or to any extent that would jeopardize or be inconsistent with the qualification of TCA as an organization described in section 501(c)(3) of the Internal Revenue Code, or that would result in the imposition of any liability under either section 4941 or section 4958 of the Internal Revenue Code.

Section 6.2 General Standards of Conduct for Directors and Officers.

(a) Discharge of Duties. Each Director shall discharge the Director's duties as a Director, including the Director's duties as a member of a committee of the Board, and each officer with discretionary authority shall discharge the officer's duties under that authority (i) in good faith; (ii) with the care an ordinarily prudent person in a like position would exercise under similar circumstances; and (iii) in a manner the Director or officer reasonably believes to be in the best interests of TCA.

(b) Reliance on Information, Reports, Etc. In discharging duties, a Director or officer is entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, if prepared or presented by: (i) one or more officers or employees of TCA whom the Director or officer reasonably believes to be reliable and competent in the matters presented; (ii) legal counsel, a public accountant or another person as to matters the director or officer reasonably believes are within such person's professional or expert competence; or (iii) in the case of a Director, a committee of the BOD of which the Director is not a member if the Director reasonably believes the committee merits confidence. A Director or officer is not acting in good faith if the Director or officer has knowledge concerning the matter in question that makes reliance otherwise permitted by this Section 6.2(b) unwarranted.

(c) Liability to Corporation. A Director or officer shall not be liable as such to TCA for any action taken or omitted to be taken as a Director or officer, as the case may be, if, in connection with such action or omission, the Director or officer performed the duties of the position in compliance with this Section 6.2.

(d) Director Not Deemed to Be a "Trustee". A Director, regardless of title, shall not be deemed to be a "trustee" within the meaning given that term by trust law with respect to TCA or with respect to any property held or administered by TCA including, without limitation, property that may be subject to restrictions imposed by the donor or transferor of such property.

Section 6.3 Conflicts of Interest.

(a) Definition. A conflict of interest arises when any "responsible person" or any "party related to a responsible person" has an "interest adverse to TCA." A "responsible person" is any individual in a position to exercise substantial influence over the affairs of TCA, and specifically includes, without limitation, directors and officers of TCA. A "party related to a responsible person" includes his or her extended family (including spouse, ancestors, descendants and siblings, and their respective spouses and descendants), an estate or trust in which the responsible person or any member of his or her extended family has a beneficial interest or a fiduciary responsibility, or an entity in which the responsible person or any member of his or her extended family is a Director, trustee or officer or has a financial interest. "An interest adverse to TCA" includes any interest in any contract, transaction or other financial relationship with TCA, and any interest in an entity whose best interests may be impaired by the best interests of TCA including, without limitation, an entity providing any goods or services to or receiving any goods or services from TCA, an entity in which TCA has any business or financial interest, and an entity providing goods or services or performing activities similar to the goods or services or activities of TCA.

(b) Disclosure. If a responsible person is aware that TCA is about to enter into any transaction or make any decision involving a conflict of interest, (a "conflicting interest transaction"), such person shall: (i) immediately inform those charged with approving the conflicting interest transaction on behalf of TCA of the interest or position of such person or any party related to such person; (ii) aid the persons charged with making the decision by disclosing any material facts within the responsible person's knowledge that bear on the advisability of TCA entering into the conflicting interest transaction; and (iii) not be entitled to vote on the decision to enter into such transaction.

(c) Approval of Conflicting Interest Transactions. TCA may enter into a conflicting interest transaction provided either:

(i) The material facts as to the responsible person's relationship or interest and as to the conflicting interest transaction are disclosed or are known to the BOD or to a committee of the BOD that authorizes, approves or ratifies the conflicting interest transaction, and the Board or committee in good faith authorizes, approves or ratifies the conflicting interest transaction by the affirmative vote of a majority of the disinterested Directors on the Board or committee, even though the disinterested Directors are less than a quorum; or

(ii) The conflicting interest transaction is fair to TCA.

Section 6.4 Liability of Directors for Unlawful Distributions.

(a) Liability to Corporation. A Director who votes for or assents to a distribution made in violation of the Act or the articles of incorporation of TCA shall be personally liable to TCA for the amount of the distribution that exceeds what could have been distributed without violating the Act or the articles of incorporation if it is established that the Director did not perform the Director's duties in compliance with the general standards of conduct for Directors set forth in Section 6.2.

(b) Contribution. A Director who is liable under Section 6.4(a) for an unlawful distribution is entitled to contribution: (i) from every other Director who could be liable under Section 6.4(a) for the unlawful distribution; and (ii) from each person who accepted the distribution knowing the distribution was made in violation of the Act or the articles of incorporation, to the extent the distribution to that person exceeds what could have been distributed to that person without violating the Act or the articles of incorporation.

Section 6.5 Compliance with Laws Applicable to Public Schools.

In addition to the foregoing, all officers and directors shall comply with the applicable provisions of the Code of Ethics set forth in C.R.S. § 24-18-101, *et seq.*

ARTICLE VII.

RECORDS OF THE CORPORATION

Section 7.1 Minutes, Etc.

TCA shall keep as permanent records minutes of all meetings of the BOD and members (if any), a record of all actions taken by the BOD or members without a meeting, a record of all actions taken by a committee of the BOD in place of the BOD on behalf of TCA, and a record of all waivers of notices of meetings of the BOD or any committee of the BOD or members (if any). All such permanent records shall be maintained in accordance with the Colorado Open Meetings Law.

Section 7.2 Accounting Records.

TCA shall maintain appropriate accounting records.

Section 7.3 Records in Written Form.

TCA shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

Section 7.4 Records Maintained at the principal Office.

TCA shall keep a copy of each of the following records at its principal office:

- (a) The articles of incorporation and the corporate seal;
- (b) These Bylaws;
- (c) Resolutions adopted by the BOD relating to the characteristics, qualifications, rights, limitations and obligations of the members or any class of members;
- (d) The minutes of all meetings of the members for the past three years;
- (e) All written communications within the past three years to the members generally as the members;
- (f) A list of the names and business or home addresses of the current directors and officers;
- (g) A copy of the most recent corporate report delivered to the Colorado secretary of state;

All financial statements as required by law;
- (h) TCA's application for recognition of exemption and the tax-exemption determination letter issued by the Internal Revenue Service; and
- (i) All other documents or records required to be maintained by TCA at its principal office under applicable law or regulation.

ARTICLE VIII.

CONTRACTS, LOANS, CHECKS AND DEPOSITS;
SPECIAL CORPORATE ACTS

Section 8.1 Contracts.

The BOD may authorize any officer or officers, agent or agents, to enter into any contract, to execute and deliver any instrument, or to acknowledge any instrument required by law to be acknowledged in

the name of and on behalf of TCA. Such authority may be general or confined to specific instances, but the appointment of any person other than an officer to acknowledge an instrument required by law to be acknowledged should be made by instrument in writing. When the BOD authorizes the execution of a contract or of any other instrument in the name of and on behalf of TCA, without specifying the executing officers, the Chair or Vice Chair, and the Secretary or Treasurer, or the President, may execute the same and may affix the corporate seal thereto.

Section 8.2 Loans.

No loans shall be contracted on behalf of TCA and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the BOD. Such authority may be general or confined to specific instances. No loan or advance to, or overdraft of funds by an officer or Director of the BOD otherwise than in the ordinary and usual course of the business of TCA, and on the ordinary and usual course of the business or security, shall be made or permitted.

Section 8.3 Checks, Drafts, etc.

All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of TCA, shall be signed by such officer or officers, agent or agents, of TCA and in such manner as shall from time to time be determined by resolution of the BOD.

Section 8.4 Deposits.

All funds of TCA not otherwise employed shall be deposited from time to time to the credit of TCA in such banks, trust companies, or other depositories as the BOD may select.

Section 8.5 Voting of Securities Owned by this Corporation.

Subject always to the specific directions of the BOD, any shares or other securities issued by any other corporation and owned or controlled by TCA may be voted at any meeting of security holders of such other corporation by the Chair of TCA or by proxy appointed by the Chair, or in the absence of the Chair and the Chair's proxy, by the Secretary or Treasurer of TCA or by proxy appointed by the Secretary or Treasurer. Such proxy or consent in respect to any shares or other securities issued by any other corporation and owned by TCA shall be executed in the name of TCA by the Chair, the Secretary or the Treasurer of TCA without necessity of any authorization by the BOD, affixation of corporate seal or countersignature or attestation by another officer. Any person or persons designated in the manner above stated as the proxy or proxies of TCA shall have full right, power and authority to vote the shares or other securities issued by such other corporation and owned by TCA the same as such shares or other securities might be voted by TCA.

ARTICLE IX.

MISCELLANEOUS

Section 9.1 Fiscal Year.

The fiscal year of TCA shall commence on July 1 and end on June 30 of each year.

Section 9.2 Conveyances and Encumbrances.

Property of TCA may be assigned, conveyed or encumbered by such officers of TCA as may be authorized to do so by the BOD, and such authorized persons shall have power to execute and deliver any and all instruments of assignment, conveyance and encumbrance; however, the sale, exchange, lease or other disposition of all or substantially all of the property and assets of TCA shall be authorized only in the manner prescribed by applicable statute.

Section 9.3 Designated Contributions.

TCA may accept any contribution, gift, grant, bequest or devise that is designated, restricted or conditioned by the donor, provided that the designation, restriction or condition is consistent with TCA's general tax-exempt purposes. Donor-designated contributions will be accepted for special funds, purposes or uses, and such designations generally will be honored. However, TCA shall reserve all right, title and interest in and to and control over such contributions, and shall have authority to determine the ultimate expenditure or distribution thereof in connection with any such special fund, purpose or use. Further, TCA shall acquire and retain sufficient control over all donated funds (including designated contributions) to assure that such funds will be used exclusively to carry out TCA's tax-exempt purposes.

Section 9.4 References to Internal Revenue Code.

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

Section 9.5 Principles of Construction.

Words in any gender shall be deemed to include the other gender; the singular shall be deemed to include the plural and vice versa; the words "pay" and "distribute" shall also mean assign, convey and deliver; and the table of contents, headings and underlined paragraph titles are for guidance only and shall have no significance in the interpretation of these bylaws.

Section 9.6 Severability.

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

Section 9.7 Amendments.

Except for sections 2.2 and 9.7 herein, which only may be revised by unanimous vote of the Board, these Bylaws may be altered, amended or repealed and new Bylaws may be adopted by a two-thirds (2/3rds) affirmative vote of all BOD at any of its regular or special meetings, if a notice setting forth the terms of the proposal has been given in accordance with the notice requirements for special meetings.

(END)

APPENDIX 1 OF THE BYLAWS OF THE CLASSICAL ACADEMY

Core Values

[insert copy of the Core Values]

**THE CLASSICAL
ACADEMY BYLAWS
CERTIFICATE**

The undersigned certifies that s/he is the Secretary of The Classical Academy, a Colorado nonprofit corporation, and that, as such, the undersigned is authorized to execute this certificate on behalf of TCA, and further certifies that attached hereto is a complete and correct copy of the presently effective bylaws of TCA.

Dated: December 13, 2021

Sonya Wittleder

TCA Board Secretary

Bylaw Revision History

Date	Revision Details	Revised By
September 6, 1996	Originally written.	TCA Board
February 7, 2000		TCA Board
January 21, 2001		TCA Board
June 10, 2013	Did not allow a Board member to have a spouse that worked at TCA; 4.2(a).	TCA Board revised and approved by the TCA Board.
December 14, 2015	Defined terms in office; 4.2©, eliminated Section 4.11 and replaced with a new Section 4.11, wordsmith (Exec Dir to President, used more abbreviations; BOD, TCA, capitalized Directors and Board references)	Governance Committee recommended and Approved by the Board
September 1, 2016	Removed seventh elected Director and replaced with a seventh Director that is appointed by the Board (Designated Appointed Director), added a revision history box	Governance Committee recommended and Approved by the Board.
December 12, 2016	Amended 4.2 a(ii) delete “any spouse of an employee” and add “a director with an immediate family member on staff as a regular employee”	Governance Committee recommended and Approved by the Board
February 13, 2017	4.2 (d) changed election results to be reported in April rather than May. 4.3 © Limited the number of times the Board can appoint a Designated Appointed Director to one.	Governance Committee recommended and Approved by the Board.
March 12, 2018	Updated Sections 4.13.c, 4.14, and 8.4. Removed Sections 5.2 and 6.5 and renumbered remaining sections. General grammatical and formatting cleanup.	Governance Committee recommended changes.

January 12, 2021	No Changes	Board members had no updates at this time
December 13, 2021	<p>Page 2 Section 3.3 Annual Meeting: Made changes to reflect on-line voting (currently practiced) vs in-person voting (outdated);</p> <p>Page 3 Section 4.2 Item (d) added 4th sentence: The Board reserves the right to invite ...</p> <p>Page 5 Section 4.3 Item (c) added 3 sentences (8,9,10): Directors appointed due to a director resignation...</p> <p>Page 3 Section 4.3 Item (c) changed "three months" to 90 days</p> <p>Page 15 Changed Secretary from Paul Baker to Sonya Wittleder</p>	Governance Committee recommended and approved by the Board.
February 13, 2023	No Changes	Governance Committee recommended and approved by the Board