

CHARTER SCHOOL CONTRACT

This charter school contract (the “Contract”) is executed by and between the State Charter School Institute (the “Institute”) and Launch High School (the “School”), for the establishment of a new Charter School, organized as a Colorado nonprofit corporation, located in Colorado Springs.

SECTION 1: RECITALS

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

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

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

WHEREAS, the board of the geographic district adopted a resolution allowing for the release of the applicant to submit a new school application to CSI;

WHEREAS, on May 13, 2015, CSI received an application from Launch Charter School in Colorado Springs, Colorado;

WHEREAS, the proposed geographic district of residence (District #11) received notice of the complete application and was given the opportunity to comment;

WHEREAS, the application was reviewed in accordance with Colorado law C.R.S § 22-30.5-509, *et seq.*, as amended;

WHEREAS, the application was examined in accordance with national best practices for charter school application review which included, but was not limited to, CSI staff and external expert review of the submitted application using a standards-based review rubric and an in-person applicant interview and performance exercise;

WHEREAS, on June 9, 2015, the CSI Board held a public hearing during which the applicant provided information to the Board and answered questions about the application;

WHEREAS, on July 21, 2015, representatives of the Applicant Team held a geographic meeting in Colorado Springs, in which public input was received on the application;

WHEREAS, on August 4, 2015, CSI staff presented its recommendation to the CSI Board of Directors Performance Management Committee to approve Launch Charter School and the recommendation was forwarded for consideration at the August 11, 2015, CSI Board Meeting; and

WHEREAS, the CSI Board has fully considered the application from Launch Charter School, as well as the comments from CSI staff and outside reviewers, and all the additional information provided by the applicant;

WHEREAS, on August 11, 2015, the Institute approved the New School Application, subject to certain conditions and negotiation and execution of a contract acceptable to the Institute and to the School, as reflected in Institute Resolution # 1537, which is attached hereto as **Exhibit A** and is incorporated by reference herein, and the agreed-upon milestones for opening, which are attached hereto as **Exhibit D** and are incorporated herein by reference; and

WHEREAS, this Contract, together with the New School Application (as modified and incorporated by reference herein) and with the attachments and exhibits thereto, contains all terms, conditions and provisions hereof and the entire understandings and all representations of understandings and discussions of the parties relating thereto, and all prior representations, understandings and discussions are merged herein and superseded and canceled by this Contract.

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

AGREEMENT

SECTION 2: THE SCHOOL

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

2.2 **Term.** This Contract is effective as of the September 24, 2015 and is to terminate on June 30, 2019. This Contract may be renewed in accordance with the State Charter Institute Act, the Institute rules, and as set forth in **Section 11** below. Although this Contract is for operation of the School as a charter school for a period of 3 years, any financial commitment on the part of the Institute contained in this Contract is subject to annual appropriation by the General Assembly and the parties agree that the Institute has no obligation to fund the financial obligations under this Contract other than for the current year of the Contract term; and that the Institute has not irrevocably pledged and held for payment sufficient cash reserves for funding the School at or above the per pupil allocation or for providing services described herein for the entire term of the Contract.

2.3 **Charter School Legal Status.** The School represents that it is and shall maintain its status as a nonprofit corporation that holds the charter. The School will operate under the authority of the Board of Directors of the School, (“School Board”) which shall remain incorporated as a Colorado nonprofit corporation. The Articles of Incorporation and Bylaws of the corporation will provide for governance of the operation of the School in a manner consistent with this Contract and state and federal law. The School’s Articles of Incorporation and Bylaws are attached to this contract as **Exhibit B**. Any material modification to the Bylaws (as defined in **Section 4.1**) or Articles of Incorporation must be submitted to the Institute within ten (10) business days of its ratification or adoption by the School Board.

The School is to remain organized and maintained as a separate legal entity from the Institute for all purposes of this Contract. As provided by the Charter Schools Act, the School will constitute a public school in Colorado. Notwithstanding its existence as a separate legal entity, the educational programs conducted by the School are considered to be operated by the School as a public school under the legal supervision of the Institute. As such, the School is subject to Colorado laws and Institute policies that are applicable to public schools unless waived in accordance **Section 5.10** of this Contract

2.4 **Pre-Opening.** The School shall meet all of the Milestones attached hereto as **Exhibit D** by the identified dates. Failure to timely fulfill any material term of the Milestones shall be considered a material violation of conditions, standards or procedures provided for in the Contract and shall be grounds for intervention or revocation of the Charter pursuant to **Section 3.5** and **Section 11** of the Contract. The Institute may waive or modify the restrictions contained therein or may grant the School an additional planning year upon good cause shown.

SECTION 3: INSTITUTE-SCHOOL RELATIONSHIP

3.1 Institute Responsibilities and Rights

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

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

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

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

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

C. **Complaints.** The Institute agrees to notify the School and, if appropriate, the School Board of any formal complaints about the School that the Institute receives. The notification will be made within three (3) business days of receipt of the complaint by the Institute and will include information about the substance of the complaint. Due consideration shall be accorded to any complainant's request for anonymity. In accordance with Institute policy, complaints will first be directed to the School's administration and then to the School Board for resolution.

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

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

F. **Accreditation Data and Process.** No later than five (5) business days following the receipt of the information, the Institute shall provide to the School the data used by the Colorado Department of Education ("Department") to conduct its analysis of the School's performance and the Department's initial recommendation considering the type of performance plan the School should be required to implement. The Institute shall give due consideration to any appeal made by the School to the plan assignment, provided that the School has submitted

valid and reliable data for consideration in accordance with a reasonable deadline established by the Institute. The Institute shall present any appeal it reasonably determines to be valid to the Department in accordance with **CCR 301-1-10.03**. No later than five (5) business days following the receipt of the information, the Institute shall provide to the School the final plan assignment determination that the School shall implement. No later than ten (10) business days following approval, the Institute shall provide to the School the final accreditation status assigned to the School and the Institute's assessment of the progress made by the School toward the goals and objectives set forth in **Section 7** of this Contract.

3.2 **School Responsibilities and Rights**

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

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

B. **Notice to the Institute**.

Timely Notice: The School will timely notify the Institute (and other appropriate authorities) in the following situations:

1. The discipline of employees at the School arising from misconduct or behavior that may have resulted in harm to students or others, or that constituted violations of law, or
2. Any complaints filed against the School or its employees, administration, or Board members by any governmental agency.

Immediate Notice: The School will immediately notify the Institute of any of the following:

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

- that may affect school health or safety.
- iv. The arrest, dismissal or resignation of any members of the School Board or School employees for a crime punishable as a felony or any crime related to the misappropriation of funds or theft;
 - v. Misappropriation of funds;
 - vi. A default on any obligation, which will include debts for which payments are past due by sixty (60) days or more; or
 - vii. Any change in the School Board's corporate status with the Colorado Secretary of State's Office or status as a **501(c)(3)** non-profit organization.

C. **Compliance.** The School will comply with all federal and state laws, local ordinances, and Institute policies, except to the extent that the School has obtained waivers from state law and Institute policies in accordance with **Section 5.10** below. The School is expected to be aware of the federal and state laws and Institute policies with which the School must comply. Noncompliance will be addressed through the Institute's school compliance policy. A compliance attestation document will be provided to the School Board chair for signature on a yearly basis.

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

E. **Indemnification.** To the extent permitted by law and not covered by insurance or not otherwise barred by the Colorado Governmental Immunity Act, the School Board and the School agree to indemnify and hold the Institute and its employees, directors, officers, agents, and assigns harmless from all liability, claims and demands of third parties arising on account of personal injury, sickness, disease, death, property loss, or damage or any other losses of any kind whatsoever to the extent the same are proximately caused by the negligent, grossly negligent or intentional acts of its employees, directors, officers, agents and assigns. The Institute may withhold funds for damages, attorneys' fees, costs and expenses incurred in connection with any pending or threatened suits, actions, grievances, charges or proceedings. The forgoing provision will not be deemed a relinquishment or waiver of any kind of applicable bar or limitation liability provided by the Colorado Governmental Immunity Act or other law.

F. **Amendments to Articles and Bylaws.** The School Board shall follow the requirements of the Colorado Revised Nonprofit Corporations Act in amending its articles of

incorporation and bylaws and shall provide the Institute with notice of any such changes within 10 days of such change.

3.3 **Procedures for Contract Amendments.** The party requesting a change to this Contract shall send written notice to the other party in accordance with **Sections 12.2 & 12.8.** The receiving party will have 60 days to review and accept or reject the proposed changes.

With regard to the agreed-upon Milestones attached hereto as **Exhibit D**, the parties agree that the dates set forth may be modified by mutual agreement of the School and the Institute.

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

- i.* **Informal negotiation.** If both parties agree to dispute resolution, authorized representatives of the Institute and the School will meet to discuss a possible resolution to the dispute.
- ii.* **Formal notification of dispute.** If the dispute is not resolved through informal negotiation, either party may submit to the other a written notice identifying the specific action with which it disagrees, any Contract provision which it alleges has been breached, and the specific corrective action it wishes the other party to take. Such notice must be given within twenty (20) days of the time the party knew or should have known of the action at issue and that informal resolution under **Section 3.4(i)** was unsuccessful.
- iii.* **Mediation.** If the parties are unable to negotiate a resolution to the dispute within ten (10) business days of receipt of such formal notice, either party may request mediation. The party making the request will notify the other party of the request in writing. Within one calendar week of receipt of notice by the other party, the authorized representatives of the parties will attempt to agree on a mediator. If the parties through their representatives fail to reach an agreement within one calendar week after the first attempt to agree, they will request appointment of a mediator by the American Arbitration Association or such other organization as may be mutually agreed upon.
- iv.* **Procedure.** Within thirty (30) days of appointment, the mediator will conduct a hearing limited to the issues raised in the notice required by **Sections 3.4(ii)**. The mediator will have authority to make procedural rules and will issue a report to the parties within thirty (30) days after the close of the hearing. Such report will contain findings and a recommendation regarding the issue(s) in dispute. The mediator's recommendation will be forwarded to the Institute and to the School. This shall not be deemed the "release" of the mediator's recommendation.

- v. **Institute Board action.** If the parties are unable to negotiate a resolution, the Institute Board will make a decision on the matter and release the mediator's recommendation. The Institute Board's action on the recommendation will be final and binding, subject only to such appeal as may be authorized by law.
- vi. **Institute's authority.** The dispute resolution process set forth in this Contract will not be required prior to the exercise of any contractual right or statutory authority by the Institute Board, including remedial authority for any material breach of this Contract, such as proceedings to revoke or not renew the Contract.
- vii. **Failure to Advance the Process.** Failure to advance the process within the time specified in **Section 3.4** will be deemed a waiver of any right to contest an action covered by this procedure with respect to the specific action at issue and will forever bar any claim or proceeding related to such action. In other words, if a party fails to advance the process within the time specified, that party has no right to complain that the process has moved ahead. However, notwithstanding this provision, the parties may agree in writing to extend any of the time limits for a specified period.
- viii. **Costs shared.** The parties will share equally the costs of mediation, including any per diem expenses, plus any actual and necessary travel and subsistence expenses. A party who unilaterally cancels or withdraws from a scheduled mediation will pay the full cost of any fees assessed by the mediator.

3.5 **Other Remedial Courses of Action.** If the School is in violation of **C.R.S. § 22-30.5-511**, state or federal law or administrative regulations, or materially breaches the Contract, the Institute may, but is not required to, take other remedial actions prior to initiating revocation procedures in accordance with **Section 11**. Prior to taking any action other than as set forth in **Section 3.5 (iii) or (iv)**, the Institute will send a notice of breach and provide the School with an opportunity to cure the deficiency, in accordance with Institute policy. The notice will state the deficiency and the basis for it, an opportunity for the School to contest the deficiency, the timeframe for curing the deficiency, and the expected results.

The Institute may require the submission of a plan to remedy the deficiency. Upon the written request of the Institute, the School shall develop a plan to remedy the failure or deficiency and submit it to the Institute for review and comment. The plan may be revised at the discretion of the School, with the agreement of the Institute. The Institute may require the School to review and revise the plan if it reasonably determines that the plan is not effective in remedying the deficiency. This remedy may be applied if the School (a) fails to make progress toward achieving its goals and objectives as described in this Contract after a reasonable period of time, (b) fails to achieve Institute accreditation requirements, (c) fails to implement its educational program as described in this Contract after a reasonable period of time, or (d) fails to complete two or more required reports by the established deadlines.

Courses of action which may be undertaken by the Institute to insure compliance include, but are not limited to, those listed below. These actions may be applied individually, in succession, or simultaneously.

- i. **Withholding of some or all of the funds due to the School.** This action may be taken in situations as allowed by **CRS 22-30.5-105(2)(c)(IV)**, which include failure to submit reports and budgets listed on the CSI online compliance calendar (or its replacement) by the established deadlines.
- ii. **Seeking technical assistance** from the Colorado Department of Education or another organization if the School is required to prepare and implement a priority improvement plan or turnaround plan.
- iii. **Requesting that the Commissioner** issue a temporary or preliminary order in accordance with **CRS 22-30.5-701 et seq.**,
- iv. **Taking immediate control of the School or some portion thereof.** Notwithstanding any other provision of this Contract, in the case of any breach which the Institute determines in good faith poses a serious threat to the School or Institute students, the community, or the property rights of the Institute or School, the Institute may, but is not required to, take immediate control of the School pursuant to **CRS 22-30.5-703**, and may exercise any portion or all power and authority over the School for such period of time as may be necessary to deal with such threat. These additional rights of the Institute will continue during the pendency of any dispute resolution process with respect to any alleged breach.

Notice of breach. This action will be initiated as necessary and in accordance with the procedures described in the Institute’s school compliance policy and CSI rules.

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

SECTION 4: SCHOOL GOVERNANCE

4.1 **Governance.** The School Board’s articles of incorporation and bylaws shall not conflict with the School’s obligation to operate in a manner consistent with this Contract. The School Board will operate in accordance with its bylaws. The School’s articles of incorporation and bylaws, as they may be updated from time to time, are incorporated in this Contract by this reference. The School Board will operate in strict accordance with these documents. Any material modification of the articles of incorporation, the bylaws or changes in the composition of the School Board will be made in accordance with the procedures described in **Section 3.2**. As used herein, “material modification” shall mean a modification that deletes or materially reduces any existing voting rights of parents or other constituents, that significantly increases the number of percentages of votes required to take major actions, that changes the selection method or

qualifications of the School Board, or which changes the purpose or primary curriculum design of the School.

4.2 **Corporate Purpose.** The purpose of the School will be limited to such purposes as are set forth in its articles of incorporation as a nonprofit Colorado corporation pursuant to the **Colorado Charter Schools Act, CRS 22-30.5-101 *et seq.*** and as may be accepted and approved by the IRS with regard to its status as an exempt organization under **Section 501(c)(3)** of the Internal Revenue Code.

4.3 **Transparency.** The School will make the School Board-adopted policies, meeting agendas and minutes and related documents readily available for public inspection, including the online publication of School Board meeting minutes, agendas, and meeting notices. The School will conduct meetings consistent with principles of transparency, the Colorado Sunshine and Open Records laws, and shall adopt and strictly enforce a conflict of interest policy requiring each Board member annually signing a conflict of interest disclosure.

A. **Open Meetings Law.** The School Board and the School acknowledges and agrees that it is subject to the provisions of the **Colorado Open Meetings Law, CRS 24-6-401 *et seq.***, and that it will comply with the provisions of such law in connection with all of its activities. Public notice of all regular and special meetings of the School Board shall be given and posted in accordance with applicable law.

B. **Conflict of Interest Policy.** The School Board shall establish a formal conflict of interest policy which preserves the mission and vision of the School and which addresses nepotism, excessive compensation and other potential conflicts.

4.4 **Grievance Policy.** The School shall adopt a grievance policy for resolution of public complaints. The policy must provide an opportunity for comment by the grievant in public hearing on the matter and an appeal process. The final administrative appeal will be heard by the School Board, not the Institute Board, subject to review by the Institute in appropriate circumstances and in line with the Institute's conflict resolution policy. The Institute may require the School to modify the proposed grievance policy prior to approval, but such approval will not be unreasonably withheld. Any material changes to the School's grievance policy may be made only with the approval of the Institute and the School Board.

4.5 **Contracting for Core Educational Services.**

(a) The School and the Institute agree that the School does not intend to contract with an educational service provider (ESP) for implementation of its core educational program. Unless otherwise agreed upon in writing by the Institute, the School shall not have authority to enter into a contract or subcontract for the management or administration of its core instructional program or services, including management of special education and related services. This shall not prevent the School from engaging independent contractors to teach selected, specific courses.

(b) The School may negotiate and contract with a School District, the governing body of a state college or university, a school food authority, or any third party for the use, operation and

maintenance of a school building and grounds, and the provision of any service, activity or undertaking that the School is required to perform in order to carry out the educational program described in herein, subject to the Institute's prior right to review such contracts.

(c) **Contracting for Operational and Administrative Services.** Pursuant to relevant law, the School may contract with third party providers for operational and administrative services. The School shall follow applicable laws, as they apply to charter schools, related to procuring and contracting for goods and services and adhere to best practices, including standards related to arms-length negotiations and arrangements and conflicts of interest. The Institute encourages the School to adopt policies and procedures relating to the procurement and contracting of goods and services. Policies and procedures related to the procurement and contracting of goods and services that utilize federal funds is required.

SECTION 5: OPERATION OF SCHOOL AND WAIVERS

5.1 **Operational powers.** The School shall be responsible for its own operations including, but not limited to, fiscal matters, preparation of a budget, contracting for services including legal representation and independent auditing, and personnel matters; leasing or purchasing facilities for the School; accepting and expending gifts, donations or grants of any kind in accordance with such conditions as may be prescribed by the donor as are consistent with law and this Contract; and adoption of policies and bylaws consistent with the terms of this Contract.

5.2 **Performance Evaluations.** The School Board shall conduct a performance evaluation of the Lead Administrator at least annually in accordance with **C.R.S. §22-9-106**, unless waived, in which case a replacement plan and rationale shall be submitted and approved in accordance with **Section 5.10**. The Lead Administrator or his/her designee shall conduct performance evaluations of the School's employees at least annually in accordance with **C.R.S. §22-9-106**, unless waived, in which case a replacement plan and rationale shall be submitted and approved in accordance with **Section 5.10**.

5.3 **Budget.** The School shall be responsible for the preparation of its budget and shall implement the board-approved operating budget. In accordance with the timelines provided in the CSI online compliance calendar (or its replacement), the School shall submit to the Institute the School's board-adopted budget for the upcoming school year. Any subsequently approved versions of the budget shall be provided to the Institute in a timely manner. Budgets must be developed and adopted in accordance with **CRS 22-44-102 et seq.**

5.4 **Transportation.** The Institute and the School acknowledge and agree that transportation is not required to be provided to students attending the School. The School is prohibited from offering a transportation program without prior written authorization from the Institute. Any transportation of students to the School (other than special education students who require transportation as a related service) will be the sole responsibility of the School. If the school is providing transportation services, the school is responsible for all regulatory, safety, insurance, and licensing requirements.

5.5 **Food Services.** The Institute and the School acknowledge and agree that food services will be provided to students attending the school. The School's food program as contained in the Application and reviewed by the Institute is hereby accepted by the Institute. To the extent the School chooses to participate in Child Nutrition Programs under an approved School Food Authority (SFA), those programs shall be provided in accordance with all applicable state and federal laws as well as all SFA rules, policies, and procedures pertaining thereto.

5.6 **Insurance.** The School will purchase insurance protecting the School and its Board, employees, and volunteers, and the Institute where appropriate, consisting of comprehensive general liability insurance, errors and omissions liability insurance (also known as school entity liability insurance), and auto liability insurance. The School will also purchase statutory workers' compensation insurance coverage.

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

Comprehensive general liability - \$2,000,000
Officers, directors and employees errors and omissions - \$1,000,000
Property insurance - As required by landlord
Motor vehicle liability (if appropriate) - \$1,000,000
Bonding (if appropriate)
Minimum amounts: \$25,000
Maximum amounts: \$100,000
Workers' compensation - (as required by state law)

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

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

volunteers, as appropriate, and to require evidence of insurance and driver's licensure if the School will be using volunteers' private vehicles for student transportation.

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

5.9 **Commitment to Nondiscrimination.** The School shall comply with all applicable federal, state and local laws, rules and regulations prohibiting discrimination on the basis of race, color, creed, national origin, sex, sexual orientation, marital status, religion, ancestry, disability or need for special education services.

5.10 **Waivers**

A. **Automatic Waivers.** Pursuant to **C.R.S. §22-30.5-103** and **1 CCR 301-35**, automatic waivers are those automatically granted upon the establishment of a charter contract. Pursuant to **C.R.S. §22-30.5-104(6)**, the State Board will adopt, by rule, a list of automatic waivers for which the School is *not* required to submit a replacement plan, or statement, to the Colorado Department of Education, to specify the manner in which the School intends to comply with the intent of the state statute or State Board rule.

B. **Non-Automatic Waivers.** In addition to waivers automatically granted, the Institute agrees to jointly request waivers of additional state laws or regulations upon request by the School and upon approval by the Institute. The waivers to be requested jointly from state law or regulation are set forth in **Exhibit C**.

C. **Subsequent or Additional Waiver Requests.** The School may request subsequent or additional waivers after the original request. Upon receipt of such request, the Institute will have 30 calendar days to review the request. Waivers of Institute policies and regulations may be granted by the Institute Board only to the extent permitted by state law. In the event the Institute policy or regulation from which the School seeks a waiver is required by state law, or where the School otherwise requests release from a state regulation, the Institute agrees to jointly request such a waiver from the State Board, if the Institute first approves the request. Institute approval of requests to waive either Institute policies or regulations or State law or regulations will not be unreasonably withheld. To the extent the State Board does not grant the requested waivers or imposes conditions upon the School with respect to such waivers, it is agreed that representatives of the parties will meet to negotiate the effect of such State Board action.

D. **Legal Liabilities.** The School shall operate in compliance with all Institute policies and regulations, and all applicable federal, state and local laws, rules and regulations, unless specifically waived as indicated in **5.10**.

E. **Compliance Assurance.** The School will take reasonable steps to assure that staff at the School, members of the School Board, and administrators at the School comply

with all replacement policies or practices adopted by the School in connection with waiver of state statutes or rules or Institute policies, or, when appropriate, comply with the intent of waived state statutes, state board rules, and Institute policies.

SECTION 6: SCHOOL ENROLLMENT AND DEMOGRAPHICS

6.1 **School Enrollment and Demographics.** The School may serve students in grades 9 through 12 at full build out. The School shall only serve students in grades 9 – 10 for the first year of operation, and may add one grade per year for years 2 and 3 of operation.

The School agrees that its student enrollment shall not exceed the capacity of the facility or site as set forth in the Certificate of Occupancy. The School acknowledges that if actual enrollment declines below the minimum enrollment required for financial viability, the School's charter may be revoked.

6.2 **Student Recruitment and Enrollment.** Enrollment in the School shall be open to any child who resides within the state, except as limited by **CRS 22-30.5-507(3)**. Student recruitment and enrollment decisions shall be made in a nondiscriminatory manner specified by the School in the Application. In all cases, student recruitment and enrollment decisions shall be without regard to race, color, creed, national origin, sex, marital status, religion, ancestry, disability or need for special education services.

Enrollment preferences, selection method, timeline, and procedures are described in **Exhibit E**. Any material changes to the School's enrollment policies and procedures may be made only with the approval of the Institute and the School Board of Directors.

6.3 **Admission process and procedures for students with disabilities.** To ensure that the needs of students with disabilities are met, the following procedures must be followed:

- (a) Following the deadline and upon completing the lottery if appropriate, the School shall require that the student provide the most recent IEP (including eligibility IEP) or Section 504 Plan, if any as soon as practicable.
- (b) When an applicant has an IEP or 504 Plan, prior to the decision to admit or deny admission, a screening review team consisting of the School Principal or designee, the School Special Education teacher or coordinator, and a Charter Institute Special Education Director or designee shall review the IEP or Section 504 Plan, and if deemed appropriate, confer with staff at the student's previous school, and shall make a determination whether the services and space available at the School are sufficient to provide the student with a Free Appropriate Public Education (FAPE) or to provide the accommodations required in the Section 504 Plan. If the screening team cannot reach consensus, the School shall convene a complete IEP team to make the final determination.
- (c) When a student with disabilities who has been placed in a center-based program by an

IEP Team or who has intensive service needs as identified by an IEP Team applies for admission into the School, the School Principal shall convene an IEP Team meeting. The student's application for admission is contingent upon the determination by the IEP team that the student can receive a free appropriate public education (FAPE) in the least restrictive environment at the School in its existing programs, with or without reasonable accommodations. If the determination is that FAPE is not available, the student's application for admission shall be denied and the student's current placement shall remain as determined by the prior IEP Team meeting, unless changed at the School's IEP Team meeting. Representatives from the student's prior school shall be invited to participate in the IEP Team meeting at the school. Additionally, an application for attendance at the School may be denied for a student seeking placement in the School in the same manner and for the same reasons as such application may be denied for a student without disabilities.

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

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

6.6 **Expulsion and Denial of Admission.** Students may only be expelled or denied admission in accordance with the procedures set forth in the Application, School policy and Colorado law. The authority to hold expulsion hearings, wherein a student may be expelled from the School, shall remain with the School Board or a designee of that board.

SECTION 7: EDUCATIONAL PROGRAM

7.1 **Vision and mission.**

Mission: The mission of Launch High School is to empower graduates with the academic and entrepreneurial knowledge, skills & resources to create and capitalize on opportunities in pursuit of their passions towards economic and social prosperity.

Vision: By developing the nation's best entrepreneurship program and accompanying high school experience, Launch High School will improve the lives and post-secondary opportunities of our graduates and those in their local and global communities.

The School Board shall operate the School in a manner consistent with the vision and mission statements as approved by the Institute. Revisions to the vision and mission statements, or general implementation of the educational program as set forth in the Application

shall be considered material changes to the Contract and shall require prior approval of the Institute.

7.2 **Educational Accountability, School Performance and Accreditation.**

The School shall comply with the educational accountability and or accreditation provisions of Colorado law and Institute policy, as amended from time to time, including, but not limited to:

- a. the Educational Accountability Act of 2009, CRS 22-11-101 et seq.;
- b. the Education Reform Act, CRS 22-7-401 et seq.;
- c. the School Accountability Reporting Act, CRS 22-7-602 et seq.;
- d. the Accreditation Rules of the State Board, including, but not limited to, tailoring educational programming to meet the individual needs of "exceptional children" as defined in such rules, unless waived.

As required by CDE to receive a school code, the school meets the definition of a Colorado public school, will submit all required staff and student data to the Institute, and will be accountable for all state- and federally-mandated accountability requirements as appropriate for the approved grade configuration of the school identified in **Section 6.1**. Accordingly, one (1) school code will be requested for the School.

7.3 **Performance Frameworks and CSI Annual Review of Schools.** The Institute has adopted a set of Performance Frameworks and the CSI annual review of schools applicable to all Institute schools, which will be provided annually to the School. The CSI annual review of schools shall supersede any and all assessment measures, educational goals and objectives, financial operations metrics, and organizational performance metrics set forth in the Application and not explicitly incorporated into the Performance Frameworks and CSI annual review of schools (or its replacement). The specific terms, form and requirements of the Performance Frameworks and CSI annual review of schools (or its replacement), including any required indicators, measures, metrics, and targets, are maintained and disseminated by the Institute and will be binding on the School.

7.4 **Student Performance Goals.** The School agrees to make reasonable progress towards meeting State academic standards as defined by the Colorado School Performance Framework and the CSI annual review of schools (or its replacement). Reasonable progress will be established and measured through the implementation of annually agreed-upon academic targets, developed through use of the Unified Improvement Plan process. The School's progress will be monitored and measured with the CSI annual review of schools (or its replacement) and evaluated annually as set forth above. The School agrees that the terms "reasonable progress" or "adequate progress" are defined through this process and that the School will be held accountable under these definitions.

7.5 **Monitoring.** The Institute shall monitor and periodically report to the School on the School's progress in relation to the indicators, measures, metrics and targets set out in the Performance Frameworks and CSI annual review of schools (or its replacement). Such reporting shall take place at least annually.

7.6 **Renewal.** The School's performance in relation to the indicators, measures, metrics and targets set forth in the Performance Frameworks and the CSI annual review of schools (or its replacement) shall provide the basis upon which the Institute will decide whether to renew the School's Charter at the end of the contract term.

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

7.8 **Other Matters Related to Students**

a. **Student Attendance, Conduct and Discipline.** The School agrees that it shall comply with all state and federal law concerning student attendance, standards of conduct and discipline. The School's procedures shall provide that appeal in student discipline cases shall be to the School Board, rather than to the Institute Board.

i. Attendance of students at the School shall be in compliance with Colorado's compulsory attendance laws, including, without limitation, hour requirements and the distinction made between excused and unexcused absences.

ii. The School shall adopt a code of conduct for students in line with the Colorado Safe Schools Act. The School will develop codes, policies, and procedures regarding student conduct and student discipline that are in compliance with applicable federal and state laws, including, without limitation, the grounds and procedures established by statute for suspending, expelling or denying admission to a student.

b. **Student Welfare and Safety.** The School shall comply with all Institute-approved policies and regulations, and comply with all applicable federal and state laws concerning student welfare, safety and health, including, without limitation, Institute policies and laws addressing the reporting of child abuse, accident prevention and disaster response, and any state regulations governing the operation of school facilities.

c. **Academically Exceptional Students.** The School shall identify academically low-achieving, at-risk students and "exceptional children" as defined in federal and

state law and regulations adopted by the Colorado State Board of Education, and shall provide its educational program to these students in a manner that appropriately serves their needs in accordance with governing law, as set forth in the Application and this Contract.

7.9 **School Calendar; Hours of Operation.** The days and hours of operation of the School shall not be materially less than those set forth in the Application unless previously approved in writing by the Institute; but in no case shall fall below the minimum number of days and hours set forth in law. For purposes of this Section, “material” is defined as a 10% reduction in time.

7.10 **Online program.** The School’s educational program as contained in the Application and reviewed by the Institute may include certain online program elements, and such elements are hereby accepted by the Institute. The School is prohibited from offering an exclusive online program without prior written authorization from the Institute.

7.11 **Additional programs.** The School shall not offer programs other than those contained in or related to the programs in the Application and reviewed by the Institute without prior written authorization from the Institute.

7.12 **Curriculum, instructional program, and pupil performance standards.** The School will have the authority and responsibility for designing and implementing its educational program, subject to the conditions of this Contract and in alignment with the Application. The educational program, pupil performance standards and curriculum designed and implemented by the School will meet or exceed any content standards adopted by the state, will be designed to enable each pupil to achieve such standards, and will be consistent with the School’s vision and mission. Any material changes to this provision may be made only with the approval of the Institute and the School Board.

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

B. **Content Standards.** The educational program, pupil performance standards and curriculum designed and adopted by the School shall be consistent with the content standards required by the state pursuant to **CRS 22-7-407** and referenced in **CRS 22-30.5-505(8)** and shall be designed to enable each pupil to achieve such standards.

C. **Instructional Requirements.** The School agrees to comply with all state statutory requirements concerning subjects of instruction, unless specifically waived by the State Board of Education, including but not limited to instruction in the areas of state and federal history and civil government, **CRS § 22-1-104**; honor and use of the United States Flag, **CRS § 22-1-106**; the federal constitution, **CRS §§ 22-1-108 & -109**; and the effect of use of alcohol and controlled substances, **CRS 22-1-110**.

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

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

7.15 **Education of Students with Disabilities.** The School will implement the plan for meeting the needs of students with disabilities as provided to the Institute, except as set forth below. Any material changes to this plan may be made only with the approval of the Institute and the School Board.

Admission of applicants with an IEP or Section 504 Plan shall be in compliance with federal and state law and the Institute requirements and procedures concerning the education of students with disabilities. Every student who is admitted with an IEP or Section 504 Plan from his or her previous school shall be placed directly in a program that meets the requirements of such IEP or Section 504 Plan, unless and until a review staffing by the IEP team or Plan review meeting is held and the IEP or Section 504 Plan is changed.

Education of students with disabilities.

- A. The School shall provide all special education support services to students at the School. The School shall assign special education support staff as necessary to meet student needs, which staff shall be licensed in accordance with Colorado law.
- B. The School is responsible for providing services to special education students, with the Institute providing oversight. The School shall be responsible for providing and paying the cost of defense of any and all charges, complaints or investigations concerning special education by the Office for Civil Rights (OCR), the Department's Federal Complaints Officer, IDEA due process proceedings, or any other similar investigations, and shall be entitled to manage the defense of and settlement of any such claims in cooperation with the Institute. The Institute and the School agree that enrollment at the School is a choice and as such students with disabilities are generally not eligible for transportation services, unless specifically set forth in the student's IEP. Should transportation be required for a student with disabilities, it shall be the responsibility of the School.
- C. The School agrees to comply with all Institute policies and regulations and the requirements of federal and state laws and regulations concerning the education of

children with disabilities including but not limited to, the requirements of the **Individuals with Disabilities Education Act (20 U.S.C. § 1401 et seq.)**, Section 504 of the **Rehabilitation Act of 1973 (29 U.S.C. § 794)**, the **Exceptional Children’s Educational Act (CRS 22-20-101, et seq.)** (“**ECEA**”), and the **Americans with Disabilities Act (42 U.S.C. § 12101 et seq.)**. Pursuant to **CRS 22-30.5-503(3) and 22-20-106**, the Institute serves as the Local Educational Agency (“**LEA**”) with administrative authority for delivering special education services to the School. The School will take direction from and work collaboratively with the Institute with regard to the provision of special education services, evaluations and concerns, and shall provide for the attendance of any School employees who should be present at any meetings at which IEPs are developed or modified. If the School and the Institute disagree as to the correct interpretation or application of a statute or regulation concerning the education of students with disabilities, the Institute’s position shall control.

- D. The Institute and the School shall jointly direct the development and/or modification of any IEP for special education students of the School. The Institute’s Director of Exceptional Student Services, or designee, shall maintain the same administrative responsibilities and authority as in all other Institute Schools. The School shall use Institute special education forms and procedures and shall document compliance with the requirements of federal and state law, including procedural due process. The Institute or the School may identify from time to time changes to the educational program of the School that (a) are reasonably necessary to comply with applicable law for educating students with disabilities, or (b) provide cost savings or other benefits in connection with educating students with disabilities. After good faith discussion of these changes with the School, the Institute shall have the right to require such changes necessary to comply with law, and shall have the right to request other changes on behalf of students with disabilities.
- E. The School’s special education teachers and all related service providers are required to participate in compliance-oriented training and meetings sponsored by the Institute and newly hired special education teachers shall participate in a state-approved induction program.
- F. In accordance with the CSI online compliance calendar (or its replacement), the School must report to the Institute its anticipated budgetary allocation and hiring plan for all special education teachers and related service providers who will be employed for the following year. No later than the first day of the opening of school, all special education teachers and related providers must be hired, appropriately qualified, and available to serve the identified needs of the students.
- G. Special education programs and services shall be available to each student as part of the regular school day in accordance with the least restrictive environment mandate of federal and state law.

7.16 **Assessment of Pupil Performance and Procedures for Corrective Action.** The School agrees to implement any requirements necessary to meet the School's and the Institute's respective obligations under applicable provisions of federal and state law, including, but not limited to, those of the state Accountability Act, the Accreditation Act, and the federal No Child Left Behind Act or its equivalent. Schools will administer interim assessments as set forth in the Application and in adherence to the Institute's assessment policy. Schools receiving an Improvement, Priority Improvement or Turnaround rating will be required to administer a state or nationally normed interim assessment in the fall and spring, at a minimum, and in accordance with the assessment vendor's administration timelines and procedures. Any material revision to interim assessments may be made only with the prior approval of the Institute.

SECTION 8: FINANCIAL MATTERS

8.1 **Funding and Disbursement of Per Pupil Revenue Funding.** Funding for the School shall be provided in accordance with the provisions of **CRS 22-30.5-513**. The Institute will disburse per pupil revenue funding to the School as those funds are allocated from the State to the Institute subject to the adjustments set forth below.

- A. The local school district (the district in which the school is geographically located) is Colorado Springs School District 11 and is referred under the law as the "Accounting District" for purposes of funding.
- B. During each fiscal year of the term, the parties agree that the Institute shall provide funding to the School in the amount of ninety-six percent (96%) of the Accounting District's adjusted per pupil revenues ("PPR"), as determined in accordance with the formula described in **CRS 22-54-104 (3)**.
- C. The Institute may retain the actual amount of the School's per pupil share of the administrative overhead costs for services it actually provides to the School; however, such costs shall not exceed 3% of the Accounting District's per pupil revenues. Within ninety days after the end of each fiscal year, the Institute shall provide an itemized accounting of all the Institute's administrative overhead costs pursuant to CRS 22-30.5-513. The Colorado Department of Education may retain an amount not to exceed 1% of PPR for administrative purposes from each Institute-authorized school.
- D. **Federal categorical aid.** Each year the Institute will provide to the School the School's proportionate share of applicable federal Elementary and Secondary Education Act funding received by the Institute for which the School is eligible. The School is eligible for such funds upon approval of its plans for such funds either by the Institute or the Colorado Department of Education as required. Funds will be distributed on a documented expenditure reimbursement basis on a monthly interval as long as the School provides the Institute with the required documentation.

- E. **State categorical aid.** In accordance with timelines provided by the CSI finance department, the Institute will provide to the School the School's proportionate share of applicable state categorical aid (e.g., At-Risk Supplemental Aid, English Language Proficiency Act, Gifted and Talented, Amendment 23 Capital Construction funds, or Transportation funding) received by the Institute for which the School is eligible. The School is eligible for such funds upon approval of its plans or other requirements for such funds either by the Institute or the Colorado Department of Education as required.
- F. The Institute will provide funding under the Colorado Exceptional Children's Education Act that is attributable to identified students with disabilities enrolled in the School and for which the School has supplied appropriate documentation to obtain such funding subject to the provisions of **CRS Section 22-30.5-513(9)**.
- G. The parties shall cooperate in pursuing, appropriately disbursing, and properly accounting for funding provided by the federal and state governments for categorical programs such as Gifted and Talented, English as a Second Language, Medicaid Reimbursements, Title programs, and other federal and state grant sources and categorical aid programs for each School student eligible.

8.2 **Disbursement of per pupil revenue funding.** Funding under **Section 8.1** will be made to the School in monthly installments, in accordance with **CRS 22-54-115**, subject, however, to annual appropriation and the Institute's receipt of the funding. In accordance with pupil enrollment projections timelines provided by CDE staff each year, the School will provide CSI with its initial estimated pupil enrollment for the upcoming school year, and monthly payments shall be made based upon such final estimates as agreed to between the Institute and the School. However, the actual funding for each fiscal year shall be based upon the pupil enrollment, as defined in **CRS 22-54-103(10)**, for such fiscal year, and the Institute will adjust previous payments made for such fiscal year, by credit or debit, as applicable, following October 1st of the fiscal year or any other applicable count day(s) established by law. Any adjustment resulting in a reduction of funding shall require reimbursement of the Institute by the School.

8.3 **Adjustment to funding.** The Institute's disbursement of funds will be adjusted as follows: each year, funding may be revised based on the number of FTE pupils actually enrolled at the School as determined at the official student count day(s) and included in the official pupil count (December), and to reflect any change in PPR, positive or negative, so that the overall funding for the year is equal to the PPR provided for in the geographic district and not otherwise deducted (January). Funding in January may also be adjusted for any services provided by the Institute under this Contract. In addition, to the extent that the Institute experiences any reduction or increase in state equalization support by a legislative rescission or other action, proportionate reductions or increases will be made to the School's funding. Any adjustments to funding after the January payment so that funding is equal to the PPR provided for in this Contract will be made by direct payment to the School or the Institute.

8.4 **Budget.** In accordance with the CSI online compliance calendar (or its replacement), the School will submit to the Institute its adopted balanced budget for the

following fiscal year for Institute review for statutory compliance and compliance with the terms and conditions of this Contract. The budget will be prepared in accordance with the state-mandated chart of accounts. The budget as approved by the School Board and any subsequent approved revisions will be submitted to the Institute. A material violation of this Section shall constitute a material breach and may result in the Institute initiating remedies described in **Sections 3.5 and 12** of the Contract.

8.5 **Enrollment projections.** Each year of operation, the School will provide the Institute with its best estimates of its anticipated enrollment for the next school year in accordance with pupil enrollment projections. In the event that the projected enrollment materially differs from the Institute's estimate of anticipated enrollment, the Institute reserves the right to base initial funding estimates on the more conservative figure. It is agreed by the parties that the purpose of this Section is to provide information to allow the Institute to prepare its future budgets, and that any information provided under this Section will not be used by the Institute for the purpose of restricting the School's enrollment or otherwise inhibiting the growth of the School. For purposes of this section, a material difference in enrollment shall mean any increase or decrease in excess of 10%.

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

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

8.8 **Contracting.** The School will not extend the faith and credit of the Institute to any third person or entity. The School acknowledges and agrees that it has no authority to enter into a Contract that would bind the Institute, and the School's authority to Contract is limited by the same provisions of law that apply to the Institute, including restrictions on multi-year obligations under TABOR. Unless otherwise agreed in writing by the Institute, each Contract or legal relationship entered into by the School will include the following provisions:

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

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

8.9 **Financial Reporting.** The School agrees to establish, maintain, publish and retain appropriate financial records in accordance with all applicable federal, state and local laws, rules and regulations, including Financial Transparency requirements under state law, and to make such records available to the Institute, as requested, from time to time.

Financial records shall be posted in accordance with the Financial Transparency Act and reconciled at least monthly. All records shall be maintained at the School and shall be open to inspection, consistent with law, during reasonable business hours. The School further agrees to assist the Institute in accessing or reviewing any records as part of its oversight responsibility or to address its compliance requirements.

- a. **Annual audit and trial balance.** The School shall undergo an independent financial audit conducted in accordance with governmental accounting standards and GASB #34 performed by an independent certified public accountant each fiscal year. The results of the final audit will be provided to the Institute in accordance with the CSI online compliance calendar (or its replacement). The School will pay for the audit. In addition, the School will transmit the final trial balance, in a format provided by the Institute, to the Institute using the CDE chart of accounts in accordance with the CSI online compliance calendar (or its replacement). If such audit and final trial balance is not received in accordance with the CSI online compliance calendar (or its replacement), such failure will be considered a material breach of Contract, and action will be initiated as necessary and in accordance with the procedures described in the Institute's school compliance policy and CSI rules.

- b. **Quarterly reporting.** The School will prepare quarterly financial reports for the Institute in compliance with **CRS 22-45-102(1)(b)**. At the request of the Institute, such reports will be submitted to the Institute no later than 45 days following the end of each quarter except that all fourth quarter and year end reports will be submitted in accordance with the CSI online compliance calendar (or its replacement).

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

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

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

SECTION 9: PERSONNEL

9.1 **Employee Status.** The School shall employ such personnel as are required for the efficient and effective operation of the School. The School shall adopt and implement personnel policies to address, among other topics, hiring and termination of personnel, terms of employment and compensation consistent with the provisions of the Application. All employees hired by the School will be employees of the School and not the Institute. All employee discipline decisions will be made by the School. Terms of the employment relationship are described in the Employee Handbook submitted by the deadline set for in the School's Milestones attached hereto as **Exhibit D**. The Handbook may be amended or revised at the discretion of the School, with a copy of the amended or revised Handbook provided to the Institute.

A. **Instructional Providers.** The School shall employ or otherwise utilize in instructional positions only those individuals who are highly qualified in accordance with applicable federal and state law, rules and regulations (unless waived), including the federal No Child Left Behind Act or its equivalent.

B. **Paraprofessionals.** Paraprofessionals employed by the School shall meet all credentialing requirements imposed by applicable federal and state law, rules and regulations (unless waived).

C. **Background Checks; Fingerprinting.** The School shall establish and implement procedures for conducting background checks (including a check for a criminal record) of all employees to the extent required by applicable law, rules and regulations, including but not limited to **CRS 22-30.5-110.5** and **CRS 22-30.5-110.7**. No teacher or administrator with a criminal record that would ordinarily preclude them from obtaining a teacher license or from public school employment pursuant to **CRS 22-32-109.8(6.5)** will be employed at the School, regardless of waivers that may have been granted to the School. Independent contractors and outside companies that place employees in the school shall also complete the required background checks and provide evidence of such checks to the School.

SECTION 10: FACILITIES

10.1 **Facility.** The building location of the School shall be known as the "Facility." The School shall provide the Institute with a copy of the lease, purchase agreement, financing arrangements and/or other such facility agreement (the "Facility Agreement") and such certificates and permissions as are necessary to operate the School in the Facility. The school shall comply with **CRS 22-30.5-507(10)** and **CRS 22-32-124**, and shall obtain all applicable use

permits or certificates of occupancy necessary for the facilities owned or leased by it to be used and occupied as a school. The School shall obtain a Certificate of Occupancy, or a third party inspector under contract with the division, pursuant to **CRS 22-30.5-507(10) and CRS 22-32-124**. The School shall be responsible for the construction and maintenance of any facilities owned or leased by it. The Institute shall have access at all reasonable times to any facility owned, leased or utilized in any way by the School for purposes of inspection and review of the School's operation and to monitor the School's compliance with this Contract.

10.2 **Location**. The School facility shall be located at the address or addresses identified in the Application or subsequently identified pursuant to the Milestones attached hereto as **Exhibit D**. The School or its associated building corporation may not add a location, change a location or geographic district, or enter into any financing, leasing or other arrangements in connection with a location change without obtaining prior written approval from the Institute in accordance with the CSI location modification policy. The School shall provide copies of any real property lease or purchase documents to the Institute.

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

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

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

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

C. **Criteria for Non-Renewal or Revocation**. The Institute may terminate, revoke or deny renewal of the Contract for any of the grounds listed in **CRS 22-30.5-511(3), (4) and (4.5)** as they now exist or may be amended, including for a material breach of this Contract. The Institute will annually provide feedback about the School's progress toward meeting Institute's accreditation requirements and other goals and objectives in accordance with the CSI annual review of schools (or its replacement). Grounds for termination, revocation or denial will be in alignment with statute, CSI

rule and the CSI annual review of schools (or its replacement). In addition, the School may be non-renewed if:

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

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

11.2 **School-initiated Termination**. Should the School choose to terminate this Contract before the end of the Contract term, it must do so in accordance with Institute rules, which require a 10-month notice period to the Institute.

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

Upon dissolution of the School, assets of the School remaining after paying the School's debts and obligations incurred in connection with activities authorized by this Contract, and not requiring return or transfer to donors or grantors, will become the property of the Institute or another charter school within the Institute, as determined by the Institute and the School in advance of dissolution. The School will execute all necessary documents required to convey such items. At the time of donation, any property requiring return or transfer to the donor or grantor shall be clearly marked and properly inventoried. Upon dissolution, all such documentation shall be provided to the Institute.

11.4 **Return of Property**. In the event of termination or dissolution, all property owned by the School that was purchased in whole or in part with funding provided by the Institute including, but not limited to, real property, or which was purchased with federal grant funds through the Institute acting in its role as a fiscal agent, will be returned to and will remain the property of the Institute or will otherwise be distributed pursuant to federal law and grantor guidelines. Notwithstanding the above, the Institute will not have the right to retain property leased by the School, unless the Institute chooses to comply with the terms of that lease. All non-consumable grants, gifts and donations or assets purchased by the School from non-federal grant, gift, or donation funds will be considered the property of the School unless otherwise identified by the donor in writing. Assets purchased exclusively with tuition paid by parents for a preschool program operated by or in conjunction with the School will not be subject to this

paragraph. Assets not purchased with public funding provided by the Institute may be donated to another mutually agreeable not for profit organization upon prior agreement by the Institute.

11.5 **Termination and Appeal Procedures.** The Institute shall provide the School written notice of the grounds for termination and the date of the termination hearing before the Institute Board. Prior to providing this notice, the Institute shall, in accordance with Institute rules, send the School a notice of breach. Termination shall not take effect until the School has exhausted its opportunity to appeal such decision to the State Board.

SECTION 12: GENERAL PROVISIONS

12.1 **Order of Precedence.** In the event of any disagreement or conflict concerning the interpretation of this Contract, the Application, all Institute policies unless waived, or any regulations or other requirements, it is agreed that the Contract and Institute policies and regulations will control, followed by the Application.

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

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

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

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

12.6 **No third-party beneficiary.** The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement will be strictly reserved to the parties. Nothing contained in this Contract will give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the parties to this Contract

that any person receiving services or benefits hereunder will be deemed an incidental beneficiary only.

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

12.8 **Notice.** Any notice required or permitted under this Contract must be in writing and will 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 the School, or to the designated authorizer representative for notice to the authorizer, at the addresses set forth below. Either party may change the address for notice by giving written notice to the other party at the addresses set forth below. Either party may from time to time designate in writing the persons to whom notice shall be sent.

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

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

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

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

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

**SCHOOL
LAUNCH HIGH SCHOOL**

By: _____

Board President

Title: Board President

Attest:  _____

Board Secretary

Title: Board Secretary

**INSTITUTE
STATE CHARTER SCHOOL INSTITUTE**

BY: _____

Chair, State Charter School Institute Board

LEGAL REVIEW

Cynthia Coffman, Attorney General

BY: _____

Assistant Attorney General

EXHIBIT A: RESOLUTION TO APPROVE THE CHARTER APPLICATION

RESOLUTION 1537

**CONCERNING THE APPLICATION TO THE
COLORADO CHARTER SCHOOL INSTITUTE FROM
LAUNCH CHARTER SCHOOL**

WHEREAS, the board of the geographic district adopted a resolution allowing for the release of the applicant to submit a new school application to CSI;

WHEREAS, on May 13, 2015, CSI received an application from Launch Charter School in Colorado Springs, Colorado;

WHEREAS, the proposed geographic district of residence (District #11) received notice of the complete application and was given the opportunity to comment;

WHEREAS, the application was reviewed in accordance with Colorado law C.R.S § 22-30.5-509, et seq., as amended;

WHEREAS, the application was examined in accordance with national best practices for charter school application review which included, but was not limited to, CSI staff and external expert review of the submitted application using a standards-based review rubric and an in-person applicant interview and performance exercise;

WHEREAS, on June 9, 2015, the CSI Board held a public hearing during which the applicant provided information to the Board and answered questions about the application;

WHEREAS, on July 21, 2015, representatives of the Applicant Team held a geographic meeting in Colorado Springs, in which public input was received on the application;

WHEREAS, on August 4, 2015, CSI staff presented its recommendation to the CSI Board of Directors Performance Management Committee to approve Launch Charter School and the recommendation was forwarded for consideration at the August 11, 2015, CSI Board Meeting; and

WHEREAS, the CSI Board has fully considered the application from Launch Charter School, as well as the comments from CSI staff and outside reviewers, and all the additional information provided by the applicant;

NOW, THEREFORE, BE IT RESOLVED by the Institute Board that based on the evaluation and the overall moderate risk rating, the application be APPROVED FOR A TERM OF 3 YEARS.

BE IT FURTHER RESOLVED that this decision, along with the attached staff recommendation report, be communicated to the applicant as soon as practicable.

Adopted this 11th day of August, 2015.

COLORADO CHARTER SCHOOL INSTITUTE

By: _____
Chair, Board of Directors

I certify that the foregoing Resolution No. 1537 was adopted by the CSI Board of Directors at a regular Board meeting upon notice as required by law on August 11, 2015, by a roll-call vote of Aye ____, Nay ____, and Abstention __.

By: _____
Secretary, Board of Directors

EXHIBIT B: ARTICLES OF INCORPORATION AND BYLAWS



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

Colorado Secretary of State
Date and Time: 04/30/2013 11:13 AM
ID Number: 20131268440
Document number: 20131268440
Amount Paid: \$50.00

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Incorporation for a Nonprofit Corporation

filed pursuant to § 7-122-101 and § 7-122-102 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name for the nonprofit corporation is Young Entrepreneurs School
(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

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

Street address 1812 N El Paso St
(Street number and name)
colorado springs CO 80907
(City) (State) (ZIP/Postal Code)
United States
(Province - if applicable) (Country)

Mailing address
(leave blank if same as street address) 1812 n el paso st
(Street number and name or Post Office Box information)
colorado springs CO 80907
(City) (State) (ZIP/Postal Code)
United States
(Province - if applicable) (Country)

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

Name
(if an individual) Cush Patrick Louis
(Last) (First) (Middle) (Suffix)

OR

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

Street address 1812 n el paso st
(Street number and name)
colorado springs CO 80907
(City) (State) (ZIP Code)

Mailing address
 (leave blank if same as street address) _____
 (Street number and name or Post Office Box information)

_____ CO _____
 (City) (State) (ZIP Code)

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

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

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

Name
 (if an individual) Cush Patrick Louis _____
 (Last) (First) (Middle) (Suffix)

OR

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

Mailing address 1812 n el paso st
 (Street number and name or Post Office Box information)

colorado springs CO 80907
 (City) (State) (ZIP/Postal Code)

_____ United States _____
 (Province – if applicable) (Country)

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

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

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

- The nonprofit corporation will have voting members.

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

- Provisions regarding the distribution of assets on dissolution are included in an attachment.

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

- This document contains additional information as provided by law.

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

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

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

Notice:

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

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

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

<u>Cush</u>	<u>Patrick</u>		
<small>(Last)</small>	<small>(First)</small>	<small>(Middle)</small>	<small>(Suffix)</small>
<u>1812 n el paso st</u>			
<small>(Street number and name or Post Office Box information)</small>			
<hr/>			
<u>colorado springs</u>	<u>CO</u>	<u>80907</u>	
<small>(City)</small>	<small>(State)</small>	<small>(ZIP/Postal Code)</small>	
<u></u>	<u>United States</u>		
<small>(Province – if applicable)</small>	<small>(Country)</small>		

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

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

Disclaimer:

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



Colorado Secretary of State
 Date and Time: 12/17/2014 10:18 AM
 ID Number: 20131268440
 Document number: 20141761359
 Amount Paid: \$25.00

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

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Amendment

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

- ID number 20131268440
1. Entity name Young Entrepreneurs School
(If changing the name of the corporation, indicate name before the name change)
2. New Entity name
 (if applicable) Launch High School
3. *(If the following statement applies, adopt the statement by marking the box and include an attachment.)*
 Other amendments are attached.
4. If the nonprofit corporation's period
 of duration as amended is less than
 perpetual, state the date on which the
 period of duration expires _____
(mm/dd/yyyy)
- or
- If the nonprofit corporation's period of duration as amended is perpetual, mark this box
5. *(Optional)* Delayed effective date _____
(mm/dd/yyyy)
6. Additional information may be included pursuant to other organic statutes such as title 12, C.R.S. If applicable, mark this box and include an attachment stating the additional information.

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

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

7. Name(s) and address(es) of the individual(s) causing the document to be delivered for filing
- Jones John II
(Last) (First) (Middle) (Suffix)
- PO Box 2715
(Street name and number or Post Office Box information)

BYLAWS OF LAUNCH HIGH SCHOOL
Amended and Restated Effective March 13, 2014

ARTICLE I LAUNCH HIGH SCHOOL

Section 1. The Charter School

Launch High School (the “Charter School”) is a public school which operates within the City of Colorado Springs, Colorado, and is authorized to operate pursuant to a charter issued by [_____] in in the City of Colorado Springs, County of El Paso, State of Colorado (the “District”).

The Charter School is a nonprofit entity organized for the purpose of operating a public school within the District that will provide education to children in grades nine through twelve in accordance with the terms of the application of the Charter School to the District.

ARTICLE II MEMBERS

The Charter School shall have no members, as such term is defined in the Colorado Revised Nonprofit Charter School Act, C.R.S. § 7-121-101 *et seq.*, or any successor or amendment thereto (the “Act”).

**ARTICLE III
TRUSTEES AND MEETINGS OF THE BOARD OF TRUSTEES**

Section 1. Board of Trustees

The Charter School shall be governed by the Board of Trustees (“Board”), which shall be responsible for the operation of the School, including determining the long-term policies, vision, direction, philosophy and strategies of the Charter School. The Board shall also have sole authority to approve the annual budget of the Charter School, which may be prepared by the Executive Officers, or designees thereof. Trustees shall have no authority over the Charter School as individuals; they have authority only when acting as a body duly called in session.

Section 2. Number of Trustees

The Board, including *ex officio* Trustees, shall consist of not more than thirteen Trustees, until changed by a duly adopted amendment of these Bylaws.

Section 3. Appointment, Term of Office, Qualifications and Term Limits of Trustees

- (a) Trustees must meet the following qualifications:
- citizen of the United States;
 - eighteen years of age;
 - able to read and write;

(b) Appointment of Trustees shall become effective immediately after the vote by the Board to appoint them, or at some later time if so designated by the Board. At the first meeting of the Board, classification of the Trustees shall be made by dividing them into three (3) classes, each class to be as nearly equal in number as possible. The term of office of the

Trustees of the first class shall expire at the end of the first annual meeting of the Board held after such classification; the term of office of the Trustees of the second class shall expire at the end of the second annual meeting of the Board thereafter; and the term of office of the Trustees of the third class shall expire at the end of the third annual meeting of the Board thereafter.

(c) Trustees shall be appointed by the Board. At each annual meeting of the Board after the classification described in Section 3(b) of this Article, above, the number of the Trustees equal to the number of Trustees in the class whose term expires at the end of such meeting shall be elected by the Board to hold office until the end of the third succeeding annual meeting. Each Trustee so elected shall hold office until such Trustee's term expires and thereafter until such Trustee's successor shall have been elected and qualified, or until such Trustee's earlier death, resignation or removal.

(d) No person may serve as a Trustee for more than three (3) consecutive terms, except that any initial term of one (1) or two (2) years, any partial term served by reason of an increase in the number of Trustees or an election to fill a vacancy for an unexpired term, and any terms followed by a period out of office in excess of one year, shall not be counted.

(e) All Trustees shall hold office until their respective successors are duly elected and qualified.

Section 4. Ex Officio Trustees.

(a) *Executive Director; Number.* The Executive Director shall be an *ex officio* Trustee. The Board may designate such other *ex officio* Trustees as it may determine from time to time, subject to the maximum number of Trustees permissible under Article III, Section 2 above.

(b) *Powers; Obligations; Restrictions.* All *ex officio* Trustees shall have identical voting rights and other obligations as Trustees appointed under Section 3 of this Article, subject to the limitations herein. As with other appointed Trustees, *ex officio* Trustees, including without limitation the Executive Director, are subject to the conflict of interest policy of the Charter School. No *ex officio* Trustee may hold any position as an Officer of the Board.

Section 5. Removal

Trustees, other than *ex officio* Trustees, may be removed from office with or without cause at any annual or special meeting of the Board by the affirmative vote of two-thirds of the Trustees then in office other than the Trustee to be removed. *Ex officio* Trustees may be removed from office with or without cause at any annual or special meeting of the Board by the affirmative vote of a majority of the Trustees then in office other than the *ex officio* Trustee to be removed. Any *ex officio* Trustee who ceases to hold the relevant office by virtue of which such person is an *ex officio* Trustee, for any reason whatsoever, shall automatically be removed from the Board without the need for any Board action. Any Trustee who misses three consecutive Board meetings (whether excused or not) or who misses three Board meetings without being excused during any school year (July 1 to June 30) shall automatically be removed from the Board, without the need for any Board action.

Section 6. Resignations

A Trustee may resign at any time by giving written notice to the President or Secretary. Such resignation shall take effect at the time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 7. Vacancies

If a position becomes vacant by reason of death, resignation, retirement or removal or other inability to serve, then the vacancy shall be filled in accordance with Article II, Section 3 of these Bylaws. A Trustee elected to fill a vacancy shall begin a new term immediately upon being officially appointed or at such later date if designated by the Board.

Section 8. Location, Time of Meetings, Open Meetings Law

The regular meetings of the Board shall be held at the dates, times, and places determined by the Board. All meetings shall comply with all requirements of law, including without limitation the Colorado Open Meetings Law (also known as the Sunshine Act) and the Colorado

Open Records Act, as each may be amended from time to time. Section 9. Regular

Meetings

Regular meetings of the Board of Trustees shall be held within the District or telephonically (or via another comparable electronic medium as contemplated herein) pursuant to Section 14 of this Article, below.

Section 10. Annual Meeting

The Annual Meeting of the Board shall be held at the date, time and place as determined by the Board. At the annual meeting, the Board shall elect Officers of the Board and consider such other business as may properly be brought before the meeting. If less than a quorum of the Trustees appear for an annual meeting of the Board, the holding of such meeting shall not be

required and matters which might have been taken up at the annual meeting may be taken up at any later regular, special or annual meeting.

Section 11. Special Meetings

Special meetings for any purpose or purposes, may be called at any time by the President or upon written request of any three Trustees. The business transacted at any such meeting shall be limited to the purpose or purposes stated in the notice thereof.

Section 12. Notice of Meetings

Notices of all meetings and adjournments shall be given not less than 24 hours before the time fixed for the meeting except in cases of emergency, or 48 hours prior to a meeting in the event that an action contemplated in Article XII (Amendments to Bylaws or Articles) and/or Article XIII (Dissolution or Merger) below is being considered. The notice shall state the matters to be presented for consideration. Participation by any Trustee in a meeting without having received notice of the meeting shall constitute a waiver of such notice. The Board agenda shall be posted in the Charter School office. The location of such posting shall be designated annually at the Board's first regular meeting of each calendar year, as required by C.R.S. § 24-6-402(2)(c).

Section 13. No Proxies

Trustees must be present at any meeting of the Board in order to vote. Proxy voting is not allowed.

Section 14. Quorum, Voting

The quorum for any meeting of the Board shall consist of the majority of the Trustees then in office. No formal action shall be taken at any meeting at which a quorum is not present and acting. So long as a quorum is present and acting throughout, every act or decision done or made by a majority of the Trustees present at a meeting duly held shall be regarded as the act of the Board unless a greater number be required by law or the Bylaws. Solely with respect to any action that requires consent of a majority of the Trustees with a quorum present, in the event of any tie vote of the Trustees, the President shall cast an additional, deciding vote. Any action as contemplated in Article XII (Amendments to Bylaws or Articles) and/or Article XIII (Dissolution or Merger) below shall require the affirmative vote of sixty percent (60%) of the Trustees then in office pursuant to the applicable Article.

Section 15. Telephonic Meetings.

The Board may meet telephonically (or via another electronic device) so long as: (i) all Trustees are able to hear the voices of all other Trustees and be heard in turn, and (ii) the public is able to hear all proceedings of the meeting and is able to communicate with and be heard by all Trustees in attendance when asked for comment. No executive session of the Board may be held telephonically (or via another electronic device).

Section 16. Adjournments

A quorum may adjourn any meeting to meet again at a stated place, date, and hour; however, in the absence of a quorum, a majority of the Trustees present at any regular or special Board meeting may adjourn from time to time until the time fixed for the next regular Board meeting.

Section 17. Deemed Assent

A Trustee of the Charter School who is present at a meeting of the Board when corporate action is taken is deemed to have assented to all action taken at the meeting unless: (i) the Trustee objects at the beginning of the meeting, or promptly upon the Trustee'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 Trustee contemporaneously requests the Trustee's dissent or abstention as to any specific action taken be entered in the minutes of the meeting; or (iii) the Trustee causes written notice of the Trustee's dissent or abstention as to any specific action to be received by the presiding Officer of the Board of the meeting before the adjournment thereof or by the President and the Executive Director promptly after the adjournment of the meeting. Such right of dissension or abstention is not available to a Trustee who votes in favor of the action taken.

Section 18. Committees

The Board may, by resolution, provide for such standing or special committees as it deems desirable and discontinue the same at its pleasure. Each such committee shall have such powers and perform such duties not inconsistent with the law, as may be assigned to it by the Board. If provision be made for any such committee, the members thereof shall be appointed by the Board, may consist of one or more Trustees, and shall serve during the pleasure of the Board. Vacancies in such committees shall be filled by the Board, and the Board shall retain the power to remove any individual committee members. No committee shall have the power to elect, appoint or remove any Trustee; amend, restate, alter, or repeal the Articles of Incorporation; amend, alter, or repeal these or any other Bylaws of the Charter School; approve a plan of merger; approve a sale, lease, exchange, or other disposition of all or substantially all of the property of the Charter School; or to take any other action prohibited by law.

Section 19. Compensation and Expenses

Trustees shall receive no compensation for their services as Trustees except that reimbursement may be made for expenses incurred for the Charter School or the Board by a Trustee pursuant to and upon authorization of the Board. No part of the net revenue of the Charter School shall inure to the benefit of, or be distributable to any Trustees by virtue of their role as Trustees. Trustees shall not be disqualified to receive reasonable compensation for services rendered to or for the benefit of the Charter School in any capacity other than that of a Trustee. However, no payment of compensation (or payment or reimbursement of expenses) shall be made in any manner so as to result in the imposition of any liability under either section

4941 or section 4958 of the Internal Revenue Code. The determination of compensation for any person shall, without limitation, comply with any conflict of interest policy of the Charter School then in effect.

Section 20. Trustees

A Trustee, regardless of title, shall not be deemed to be a “trustee” within the meaning given that term by trust law with respect to the Charter School or with respect to any property held or administered by the Charter School including, without limitation, property that may be subject to restrictions imposed by the donor or transferor of such property.

Section 21. Loans to Trustees and Executive Officers Prohibited

No loans shall be made by the Charter School to any of its Trustees or Executive Officers. Any Trustee or Executive Officer who assents to or participates in the making of any such loan shall be liable to the Charter School for the amount of such loan until the repayment thereof.

ARTICLE IV OFFICERS OF THE BOARD

Section 1. Appointment; Term of Office; Qualifications

Officers of the Board shall be nominated and elected by a majority of the Board at its annual meeting. Each Officer of the Board will hold office from the date of his/her appointment pursuant to his/her election until the next annual election and until a successor is chosen unless said Officer of the Board shall resign, be removed or otherwise disqualified to serve. Each Officer of the Board will take his/her oath as an Officer of the Board at this meeting along with newly elected Trustees. The following elected Officers of the Board are required: President, Secretary, and Treasurer. One person may hold and perform the duties of more than one office at a time. All Officers of the Board must be Trustees.

Section 2. Other Officers

The Board shall elect, or authorize the President or some other Officer of the Board or any committee of the Board to appoint, such other Officers of the Board as the Board or Officer of the Board or committee may deem necessary or advisable. Such Officers of the Board shall hold office for such a period, have such powers and perform such duties as may be provided in these Bylaws or as the Board or Officer of the Board or committee appointing the Officer of the Board may from time to time determine.

Section 3. Removal

Any Officer of the Board may be removed by a majority of the whole Board at any time at any regular or special Board meeting.

Section 4. Resignations

Any Officer of the Board may resign at any time by giving written notice to the President or to the Secretary or to the Board. Any such resignation shall take effect at the time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Vacancies

A vacancy in any office shall be filled for the unexpired portion of the term in the manner prescribed in these Bylaws for regular appointment to such office.

Section 6. President

The President shall, subject to the direction and supervision of the Board, (i) preside at all meetings of the Board; (ii) see that all resolutions of the Board are carried into effect; and (iii) perform all other duties incident to the office of President and as from time to time may be assigned to such office by the Board.

Section 7. Secretary

The secretary shall: (i) keep the minutes of the proceedings of the Board, or ensure that they are properly kept; (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 of the Charter School, which shall, to the extent feasible, be maintained at the Executive Director location of the Charter School; and (iv) 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 President or by the Board. Assistant secretaries, if any, shall have the same duties and powers, subject to supervision by the secretary.

Section 8. Treasurer

The treasurer should be an individual with professional experience in finance or accounting, and shall: (i) upon request of the Board, make such reports to it as may be required at any time; and (ii) perform 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 President or the Board. Assistant treasurers, if any, shall have the same powers and duties, subject to the supervision by the treasurer.

Section 9. Surety Bonds.

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

Section 10. Board Consultants and Advisors

Notwithstanding anything herein to the contrary, the Board may, at its discretion, directly enter into and execute agreements on behalf of the Charter School with such advisors and consultants (including without limitation accountants, management consultants, and lawyers), as may be determined by the Board from time to time, and the President is authorized to execute such engagement agreements as may be approved by the Board for provision of the same. The Board may not relegate any role or power reserved to the Board under these Bylaws to any outside advisor or consultant. The Executive Director shall ensure that any obligations by the Charter School, including without limitation payment obligations, pursuant to any agreements entered into by the Board on behalf of the Charter School under this Section are timely discharged.

ARTICLE V

EXECUTIVE OFFICERS AND EMPLOYEES

Section 1. Executive Officers

The Board, by majority vote of the Trustees then in office but excluding the current Executive Director as an *ex officio* Trustee, if any, shall hire the Executive Director of the School, who shall be an at-will employee of the Charter School and whose employment may be subject to the terms of an “at-will” employment agreement between the Charter School (executed on behalf thereof by the President of the Board) and the Executive Director. The Executive Director shall be responsible for determining the hiring and firing of such other executive employees of the Charter School (collectively, and together with the Executive Director, referred to herein as the “Executive Officers”) which may include, but not be limited to, a chief financial officer, a chief operating officer, a chief technology officer, and such other officers as may be determined by the Executive Director. All Executive Officers hired as such by the Executive Director shall be “at-will” employees whose employment may be subject to the terms of an “at-will” employment agreement between the Charter School (executed on behalf thereof by the Executive Director) and such Executive Officer, and their status as an “Executive Officer” under these Bylaws shall be designated in writing at the time of their employment for purposes of these Bylaws, including without limitation Article VIII, below.

Section 2. Compensation of Executive Officers

The Board shall annually determine the compensation of the Executive Director. The Executive Director (or the Executive Director’s agent(s) or assign(s)), shall determine compensation of the remaining Executive Officers. To the extent beneficial to the School and reasonably feasible, the person or persons determining compensation of Executive Officers shall obtain data on the compensation of officers holding similar positions of authority within comparable organizations, shall set the compensation based on such data and an evaluation of the Executive Officer’s performance and experience as related to the requirements of the position, and shall document the basis for the determination, including the comparison data used, the requirements of the position, and the evaluation of the Executive Officer’s performance and experience. The establishment of compensation for all Executive Officers must comply with the conflict of interest policy of the Charter School then in effect.

Section 3. Executive Director

The Executive Director shall (i) be the chief executive officer of the Charter School and have general and active control of its affairs and business and general supervision of its Executive Officers, agents and other employees; and (ii) perform all other duties incident to the office of Executive Director as may be necessary to carry out and implement the long-term policies, vision, direction, philosophy and strategies of the Charter School, in the manner as may be determined by the Executive Director. The Board may recommend specific courses of action for the Executive Director in carrying out the Executive Director's duties as chief executive officer of the Charter School, including implementation of the Board's Charter School policies, vision, direction, philosophy and strategies, which the Executive Director shall consider in good faith.

Section 4. Employees, Independent Contractors

Other than with respect to the position of Executive Director, the authority to hire, fire, review performance of, set compensation for, and enter into employment agreements or comparable instruments with employees or independent contractors of the Charter School shall be vested in the Executive Director and such other agent(s) of the Executive Director as the Executive Director may determine from time to time. The rights and authority enumerated in this Section are cumulative with, and shall not contravene, the rights of the Board described in these Bylaws, including those pursuant to Article IV, Section 10, above.

ARTICLE VI
EXECUTION OF INSTRUMENTS, FINANCIAL CONTROLS POLICY

Section 1. Financial Controls Policy

The Board may adopt from time to time separate financial policies and procedures of the Charter School (collectively, a "Financial Controls Policy") which shall designate, at minimum, that the Executive Director is vested with the authority to execute instruments, including without limitation contracts and checks, on behalf of the Charter School, together with any restrictions on the Executive Director's authority as well as related policies as may be determined by the Board.

Section 2. Contracts

The Executive Director shall have the power to execute any contract or instrument on behalf of the Charter School, subject to any existing Financial Controls Policy. The Executive Director may also designate other Executive Officers or agents of the Charter School who shall have authority to execute any instrument on behalf of the Charter School, which may exist in more than one capacity, subject to any existing Financial Controls Policy.

Section 3. Checks

All checks, drafts and orders for the payment of money shall be signed by the Executive Director or such other Executive Officer(s) or agent(s) as may be designated by the Executive Director in writing and in such manner as shall be prescribed from time to time by, and subject to, any Financial Controls Policy contemplated by Section 1 of this Article, below. No check or

instrument for the payment of money to the Charter School shall be endorsed otherwise than for deposit to the credit of the Charter School.

**ARTICLE VII
STANDARD OF CONDUCT FOR TRUSTEES AND EXECUTIVE OFFICERS**

Section 1. Standard of Conduct for Trustees and Executive Officers

Each Trustee and Executive Officer shall perform his or her duties as a Trustee or Executive Officer, including, without limitation their duties as an Officer of the Board or member of any committee of the Board, in good faith, in a manner the Trustee or Executive Officer reasonably believes to be in the best interest of the Charter School, and with the care an ordinarily prudent person in a like position would exercise under similar circumstances. In the performance of his or her duties, a Trustee or Executive Officer shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by the persons designated in the following paragraph. Notwithstanding the foregoing, a Trustee or Executive Officer shall not be considered to be acting in good faith if the Trustee or Executive Officer has knowledge concerning the matter in question that would cause such reliance to be unwarranted. No Trustee or Executive Officer shall be liable to the Charter School for any action the Trustee or Executive Officer takes or omits to take as a Trustee or Executive Officer if, in connection with such action or omission, the Trustee or Executive Officer performs his or her duties in compliance with this Section. A Trustee or Executive Officer, regardless of title, shall not be deemed to be a trustee with respect to the Charter School or with respect to any property held or administered by the Charter School including, without limitation, property that may be subject to restrictions imposed by the donor or transferor of such property.

Section 2. Reliance By Trustees and Executive Officers

The designated persons upon whom a Trustee or Executive Officer is entitled to rely are: (i) one or more Executive Officers, agents or employees of the Charter School with whom the Trustee or Executive Officer reasonably believes to be reliable and competent in the matters presented; (ii) legal counsel, a public accountant, or other person engaged by the Charter School or individually by such Trustee or Executive Officer as to matters which the Trustee or Executive Officer reasonably believes to be within such person's profession or expert competence; or (iii) a committee of the Board on which the Trustee or Executive Officer does not serve if the Trustee or Executive Officer reasonably believes the committee merits confidence.

ARTICLE VIII INDEMNIFICATION

Section 1. Indemnification

(a) As used herein, the term "Proceeding" means any threatened, pending or completed action, suit or proceeding whether civil, criminal, administrative or investigative, and whether formal or informal.

(b) To the extent permitted or required by the Act, and any other applicable law, if any Trustee or Executive Officer is made a party to or is involved in (for example, as a witness) any Proceeding (as defined above) because such person is or was a Trustee or Executive Officer of the Charter School, the Charter School (i) shall indemnify such person from and against any judgments, penalties, fines (including but not limited to ERISA excise taxes), amounts paid in settlement and reasonable expenses (including but not limited to expenses of investigation and preparation, and fees and disbursements of counsel, accountants or other experts) incurred by such person in such Proceeding, and (ii) shall advance to such person expenses incurred in such Proceeding.

(c) The Charter School may in its discretion (but is not obligated to in any way) indemnify and advance expenses to an employee or agent of the Charter School to the same extent as to a Trustee or Executive Officer.

(d) The foregoing provisions for indemnification and advancement of expenses are not exclusive, and the Charter School may at its discretion provide for indemnification or advancement of expenses in a resolution of its Trustees or Executive Officers, by further action of the Board.

(e) Any repeal or modification of the foregoing provisions of this Article VIII and its subparts shall not affect adversely any right or protection stated in such provisions with respect to any act or omission occurring prior to the time of such repeal or modification. If any provision of this section or any part thereof shall be held to be prohibited by or invalid under applicable law, such provision or part thereof shall be deemed amended to accomplish the objective of the provision or part thereof as originally written to the fullest extent permitted by law, and all other provisions or parts shall remain in full force and effect.

ARTICLE IX FISCAL YEAR

The Charter School's fiscal year shall be the same as the fiscal year of the District.

ARTICLE X ANNUAL REPORT

The Board shall cause a financial report of the Charter School for the preceding fiscal year to be prepared within four (4) months after the end of the fiscal year, or within some sooner period if required by charter contract with the District. Such report shall be delivered to the District.

ARTICLE XI CONFLICT OF INTEREST POLICY

The Board shall adopt a separate conflict of interest policy to avoid any actual or perceived conflicts of interest in accordance with the Charter School's mission, purposes, and applicable law. Such conflict of interest policy may be amended from time to time by a lawful act of the Board at any regular or special meeting of the Board in accordance with these Bylaws.

ARTICLE XII

AMENDMENTS TO BYLAWS OR ARTICLES

These Bylaws or the Articles of Incorporation of the Charter School may be added to, altered, amended, restated or repealed by the vote of not less than sixty percent (60%) of the Trustees then in office at any meeting of the Trustees, if written notice of the proposed addition, alteration, amendment or repeal shall have been given to each Trustee at least two (2) days before meeting.

ARTICLE XIII

DISSOLUTION OR MERGER

(a) Dissolution, which shall include without limitation disposition of all or substantially all the Charter School's assets, or merger of the Charter School shall be by the vote of not less than sixty percent (60%) of the Trustees then in office at a meeting of the Trustees called for that purpose in accordance with these Bylaws and the laws of the State of Colorado. Written notice of the proposed dissolution or merger shall have been given to each Trustee at least two (2) days before meeting.

(b) On the dissolution of the Charter School, assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code. Any assets not so disposed of shall be disposed of by the district court of the county in which the Executive Director office of the Charter School is then located, exclusively for the purposes or to the organization or organizations that the court shall determine, which are organized and operated exclusively for such purposes.

EXHIBIT C: REQUESTED WAIVERS

Statute	Description
22-9-106	Local Board Duties Concerning Performance Evaluations
22-32-109(1)(b)	Local Board Duties Concerning Competitive Bidding
22-32-109(1)(f)	Local Board Duties Concerning Selection of Staff, and Pay
22-32-109(1)(n)(I)	Local Board Duties Concerning School Calendar
22-32-109(1)(n)(II)(A)	Determine teacher-pupil contact hours
22-32-109(1)(n)(II)(B)	Adopt district calendar
2-32-109(1)(t)	Local Board Duties Concerning Textbooks and Curriculum
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)(k)	Local Board Powers-Policies relating to in service training and official conduct
22-32-110(1)(ee)	Local Board Powers-Employ teachers' aides and other non-certificated personnel
22-32-126	Employment and Authority of Principals
22-33-104(4)	Compulsory School Attendance-Attendance policies and excused absences
22-63-201	Teacher Employment Act - Compensation & Dismissal Act-Requirement to hold a certificate
22-63-202	Teacher Employment Act - Contracts in writing, damage provision
22-63-203	Teacher Employment Act-Requirements for probationary teacher, renewal & nonrenewal
22-63-206	Teacher Employment Act-Transfer of teachers
22-63-301	Teacher Employment Act-Grounds for dismissal
22-63-302	Teacher Employment Act-Procedures for dismissal of teachers
22-63-401	Teacher Employment Act-Teachers subject to adopted salary schedule
22-63-402	Teacher Employment Act-Certificate required to pay teachers
22-63-403	Teacher Employment Act-Describes payment of salaries
22-1-110	Education Regarding Alcohol and Controlled Substances
22-1-110.5	Education Regarding Human Sexuality
22-33-105	Suspensions, Expulsions and Denial of Admission
22-32-109(1)(cc)	Adopt a dress code policy
22-60.5-201	Types of Teacher Licenses Issued – Term
22-60.5-204	Approved Induction Program
22-60.5-213	Approved Induction Program – Provisional special Services Licenses
22-60.5-301	Types of Principal Licenses Issued
22-60.5-304	Approved Induction Program
22-60.5-309	Approved Induction Program – Provisional Principal Licenses
22-63-205	Exchange of Teachers
301-81	Rules Governing standards for Individual Career and Academic Plans

EXHIBIT D: PRE-OPENING MILESTONES

<p align="center">Recommended Contract Milestones</p>	<p align="center">DATE (to be negotiated)</p>
<p>The Applicant will provide a revised, balanced budget that addresses the concerns stated herein, including those listed below, and that does not compromise the integrity of the education model and organizational structure.</p> <ul style="list-style-type: none"> • Verification of the CSP grant award, if awarded. • If the start-up grant is not received, the Applicant should also provide a revised hiring timeline and training calendar anticipated for non-HOS staff, including these costs in the revised budget. • Updated facilities expenses, including expenses related to initial improvements, in alignment with the Letter of Intent. • A clear distinction between restricted and non-restricted spending. • Updated enrollment based on letters of intent to enroll. • Clarity regarding expenses related to serving the school’s special education population. • Staffing in alignment with updated enrollment and the application narrative. • Accurate PERA costs. 	<p align="center">01/01/2016</p>
<p>The Applicant will identify a suitable facility with a Letter of Intent from the property owner, including available square footage and estimated annual cost through the term of the agreement.</p> <ul style="list-style-type: none"> • This submission should include a needs assessment, outlining how the facility meets the short and long-term square footage needs, as well as zoning and occupancy requirements. • This submission should include an updated five-year projected budget incorporating these facility costs, inclusive of any facility renovations or modifications. 	<p align="center">01/01/2016</p>
<p>Identify a school leader or top candidates, including a timeline for concentrated training of the identified leader and staff that align with the designated responsibilities of each role leading up to school opening.</p> <ul style="list-style-type: none"> • This plan should include a leadership transition plan, including specific start-up responsibilities delineated between the Executive Director and the Head of school, the reporting channels utilized between these two roles and the Board of Directors, benchmarks or progress monitoring strategies that will be used to ensure quality of the start-up activities, as well as a timeline for full transition and any revised that would change following the transition (such as job descriptions). 	<p align="center">01/30/2016</p>
<p>Identify the final selection for school leader, including notification to CSI and coordination of CSI orientation activities with the identified individual.</p>	<p align="center">03/01/2016</p>

<p>Submit current Letters of Intent for at least 35% of expected Year 1 enrollment.</p>	<p>04/30/2016</p>
<p>The Applicant will submit a proof of commitment or purchase order from identified vendors for the following:</p> <ul style="list-style-type: none"> • Service to exceptional student groups • Student information system • Assessment platforms in alignment with the application 	<p>06/01/2016</p>
<p>Complete a Baseline Targets Template subject to CSI approval that includes: a) targets for initial years of operation and b) the development of mission-specific measures. (sample: http://www.csi.state.co.us/prospective_schools)</p>	<p>06/01/2016</p>
<p>Submit verification of enrollment for at least 90% of expected year 1 enrollment, including an estimated proportion of students identifying as eligible for free lunch.</p> <ul style="list-style-type: none"> • Provision of a revised budget that includes at-risk adjusted PPR that aligns with the evidence of projected enrollment. 	<p>07/15/2016</p>
<p>Submit a facility Certificate of Occupancy and evidence of required inspections.</p>	<p>07/30/2016</p>

EXHIBIT E: ENROLLMENT PROCEDURES

Non-Discrimination Policy

Launch High School welcomes all students and does not discriminate on the basis of race, creed, color, ethnicity, national origin, ancestry, religion, gender, sexual orientation, disability, socioeconomic status or eligibility for services for exceptional children. Our enrollment policies comply with all applicable state and federal laws and open enrollment requirements. Enrollment at Launch High School is open and tuition-free.

There are no entrance exams and Launch does not have any specific entrance requirements. Prospective students, however, must complete and submit a written application that includes a statement of interest. Our goal is to leverage each student's interest in our rigorous program and ensure a good fit. Launch, each enrollee and their accompanying parent will participate in an informal conversation regarding the student's statement of interest and their readiness for Launch's program and its unique features. Once enrolled, a student is not required to reapply or re-enter a lottery, but must fill out an "Intent to Return" form each year to indicate their desire to continue as a student at Launch High School.

Applicant Priority

Certain applicants will have priority admission including current students and their siblings, children of founding families and children of faculty and staff. Founding families includes those individuals directly involved in the development of the school and identified in the Board meeting minutes. A Founding Family includes any family who provides at least 60 hours of approved volunteer service toward the development of Launch High School. Founding Family status will be prioritized based on the completion date of the required 60 volunteer hours.

Priority given to students of staff and founding families shall not exceed 20% of the student population. The total number of students who fit this category is anticipated to be quite small. However, should the number exceed 20%, a lottery within that group determines who benefits from that particular priority status. Those who are not chosen may still gain priority status by other means.

For applicants with acceptable applications the priority for enrollment in a particular grade level is as follows:

1. Students currently enrolled at Launch are automatically re-enrolled if they are in good standing and have submitted an "Intent to Return" form in a timely manner as described below.
2. Siblings of current students are automatically enrolled if space remains after Priority #1 is fulfilled.
3. Children of Launch Founding Families are automatically enrolled if space remains after Priorities #1 and #2 are fulfilled. At no time shall this number exceed 20% of enrollment.
4. Children of Launch Faculty and Staff are automatically enrolled if space remains after Priorities #1, #2 and #3 are fulfilled. At no time shall the sum of this number and that of Children of Founding Families exceed 20% of enrollment.
5. All other applicants.

Grounds for Denial of Admission

The following are grounds for denial of admission to applicants:

1. There are no openings available.
2. The student has been expelled from any school during the preceding 12 months, is in the process of being expelled, has engaged in behavior that is “detrimental to the welfare or safety of other students or of school personnel” at another school, or has been identified as a “habitually disruptive” student at another school.

Launch recognizes that some students, who meet the second criteria listed above, may indeed be a good candidate for admission to and success at Launch High School. While we reserve the right to deny admission on these grounds, we also will consider such cases carefully.

Application and Admission Procedures

Open Enrollment

Families who wish to enroll their student at Launch High School must complete and submit an application, which will be found on our website (LaunchHigh.org). A Spanish language version will also be available on the website. A separate application must be completed and submitted for each child wishing to attend. Open enrollment is from January 1 to February 1; interested parties

should submit their application at any time during this period. The opportunity to enroll during open enrollment will be advertised and made public through local media, our website and other means from January 1 to February 1. Launch will organize its classes for the coming academic year at the close of open enrollment (e.g. February 1, 2015 for the academic year of 2015-2016).

If the number of applications received in open enrollment is less than or equal to the number of spaces available for a particular grade, then all applicants for that grade will be extended an invitation to enroll. Applicants then have seven calendar days from notice being delivered (email, voicemail or other preferred method previously designated by the applicant) to accept that invitation or be placed at the bottom of the “wait list” for that year should one develop.

If spaces remain in a grade level after open enrollment and after the seven-day acceptance period, a second enrollment period will be advertised with acceptable applications approved on a "first-come, first-served" basis. Applications received after a grade level is at maximum capacity are placed on a prioritized wait list for invitation to enroll should a space become available.

Lottery Procedures

If, after priority applicants are admitted, the number of remaining applications received during open enrollment exceeds the number of spaces available for a particular grade level, all remaining applicants for that grade will be assigned a randomized number or numbers to be used in a lottery to take place February 10 or the first “school day”

thereafter. The School plans to use a weighted lottery system that will give additional numbers to students who are members of a permissible sub-group to increase his or her chances for admission. The assigned numbers then become the priority list with the lowest number having highest priority (e.g. # 1 has highest priority in the lottery, # 2 2nd highest priority, etc.). Invitations to enroll will be extended to families with the lowest lottery numbers for the corresponding number of spaces available. Families have 48 hours from delivery to accept the invitation. After the 48-hour period has passed for all first round lottery invitees, invitations will be extended for remaining spaces according to the lottery priority. The process will continue until all spaces are filled. The lottery priority will become the wait list should space become available at any time. The lottery process will be conducted in public, overseen by at least one member of the Board and according to prevailing laws. These policies will be made available on the school's website and will be included in informational packets distributed to prospective students.