

CHARTER SCHOOL RENEWAL AGREEMENT

BETWEEN

THE COLORADO CHARTER SCHOOL INSTITUTE

AND

LAUNCH HIGH SCHOOL

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CHARTER SCHOOL RENEWAL CONTRACT

This charter school renewal contract (the “Contract”) is effective as of the date of execution for a contract term to begin July 1, 2019 by and between the State Charter School Institute (the “Institute” or “CSI”) and Launch High School State Charter School, doing business as Launch High School, (the “School”), for the renewal of a 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”), **C.R.S. 22-30.5-101 *et seq.***, allowing for the creation and operation of charter schools within the state by its terms and for certain purposes as enumerated in **C.R.S. 22-30.5-102(2) & (3)**;

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

WHEREAS, pursuant to **C.R.S. 22-30.5-503(1)(b)(III), 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;

WHEREAS, on October 19, 2018, CSI received a charter renewal application from School;

WHEREAS, the renewal application was examined in accordance with national best practices for charter school application review;

WHEREAS, CSI staff analyzed all available cumulative annual and interim student performance data, school financial performance data, governance/operations data, and other outcomes data covering the full term of School’s contract;

WHEREAS, during the Spring of 2018, the school was notified along with all renewal schools that the foundation for the renewal analysis and decision-making would be the CSI Annual Review of Schools (CARS);

WHEREAS, on September 25, 2018, the school received its preliminary CARS Report summarizing cumulative academic information and on November 27, 2018 received its full draft CARS report with financial and operations information and its CSI Accreditation Rating;

WHEREAS, during the Fall of 2018 the school had the opportunity to provide additional information related to the CARS Report and the annual review documentation;

WHEREAS, on November 30, 2018, CSI staff provided a copy of its staff recommendation, recommending renewal to School;

WHEREAS, on December 3, 2018, the CSI Board Performance Management Committee convened to discuss the application and the staff recommendation, and the recommendation forwarded to the full Board for consideration at the December 11, 2018 CSI Board Meeting; and

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

WHEREAS, on December 11, 2018, the Institute approved the Renewal Application, subject to certain conditions and negotiation and execution of a contract acceptable to the Institute and to the School, as reflected in Institute Resolution # 1836, 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 Original Charter Application (the “Application”) and Renewal Application (both 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 Board of Directors of the School (“School Board”) and the Institute. The person authorized to sign on behalf of the School is the Chair of the School Board and as attested by the Secretary of the School Board. The person authorized to sign on behalf of the Institute is the Chair of the Board of Directors of the Institute and as attested by the Secretary of the Board of Directors.

2.2 Term. This Contract is effective as of the date of execution for a charter term to begin July 1, 2019 and terminate on June 30, 2022 with an automatic two-year extension if the School maintains at least a schoolwide Performance rating on the 2019, 2020, and 2021 CDE and CSI Performance Frameworks. 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 with an automatic two-year extension if the contract provision is met, any financial commitment on the part of the Institute contained in this Contract is subject to annual appropriation by the General

Assembly and the parties agree that the Institute has no obligation to fund the financial obligations under this Contract other than for the current year of the Contract term; and that the Institute has not irrevocably pledged and held for payment sufficient cash reserves for funding the School at or above the per pupil allocation or for providing services described herein for the entire term of the Contract.

2.3 Charter School Legal Status. The School represents that it is and shall maintain its status as a Colorado nonprofit corporation in accordance with **C.R.S. 22-30.5-507** and the Colorado Revised Nonprofit Corporation Act. The School is to remain organized and maintained as a separate legal entity from the Institute for all purposes of this Contract. As provided by the Charter Schools Act, the School will constitute a public school in Colorado. Notwithstanding its existence as a separate legal entity, the educational programs conducted by the School are considered to be operated by the School as a public school under the legal supervision of the Institute. As such, the School is subject to Colorado laws and Institute policies that are applicable to public schools unless waived in accordance **Section 5.10** of this Contract.

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

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

SECTION 3: INSTITUTE-SCHOOL RELATIONSHIP

3.1 Institute Responsibilities and Rights

A. **Oversight Authority.** The Institute shall have broad oversight authority over the School pursuant to **C.R.S. §§ 22-30.5-503(5), 505 and 507(2)**, and the State Board of Education (the “State Board”) shall also have general supervision of the School pursuant to **C.R.S. § 22-30.5-503(6)**. The School shall be accountable to the Institute and is subject to all applicable federal and state 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.** In accordance with Institute policy, complaints received by the Institute will first be directed to the School’s administration and then to the School Board for resolution. Where a grievant has followed the School’s Grievance Policy and escalates the complaint to the Institute, the Institute agrees to notify the School and, if appropriate, the School Board of any formal complaint within five (5) business days of receipt of the complaint and will include information about the substance of the complaint. Due consideration shall be accorded to any complainant’s request for anonymity.

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

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

F. **Accreditation Data and Process.** No later than five (5) business days following the receipt of the information, the Institute shall provide to the School the data used by the Colorado Department of Education (“Department”) to conduct its analysis of the School’s performance and the Department’s initial recommendation considering the type of performance plan the School should be required to implement. The Institute shall give due consideration to any appeal made by the School to the plan assignment, provided that the School has submitted valid and reliable data for consideration in accordance with a reasonable deadline established by the Institute. The Institute shall present any appeal it reasonably determines to be valid to the Department in accordance with **CCR 301-1, Rule 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 by the Institute Board, the Institute shall provide to the School the final accreditation status assigned to the School and the Institute’s assessment of the progress made by the School toward the goals and objectives set forth in **Section 7** of this Contract.

3.2 School Responsibilities and Rights

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

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

B. **Notice to the Institute.**

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

- i. The discipline of employees at the School arising from misconduct or behavior that may have resulted in harm to students or others, or that

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

C. **Compliance.** The School will comply with all applicable federal and state laws, regulations and rules, local ordinances, and Institute policies, except to the extent that the School has obtained waivers from state law and Institute policies in accordance with **Section 5.10** 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 Leader and School Board Chair for signature on a yearly basis. The Institute reserves the right to conduct audits and require submission of certain documents or assurances in order to monitor compliance.

D. **Reports.** The School will timely provide to the Institute any reports necessary and reasonably required for the Institute to meet its oversight and reporting obligations. Required reports include, but are not limited to, those listed on the CSI online compliance calendar (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 the Colorado Department of Education ("CDE"). The Institute will continuously update the list of required reports and due dates and provide this information to the School via the CSI online compliance calendar (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, infringement on intellectual property rights or damage or any other losses of any kind whatsoever to the extent the same are proximately caused by any act, error, or omission, whether negligent, grossly negligent, intentional or otherwise, of any of its employees, directors, officers, agents, assigns, subcontractors, and representatives. The Institute may withhold funds for damages, attorneys' fees, costs and expenses incurred in connection with any pending or threatened suits, actions, grievances, charges or proceedings. The forgoing provision will not be deemed a relinquishment or waiver of any kind of applicable bar or limitation liability provided by the Colorado Governmental Immunity Act or other law. This clause shall apply to disputes that arise post-termination of the contract between the Institute and the School for claims arising relating to the contract.

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

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

The Institute shall have 60 days to review and accept or reject any complete request for contract modification. Failure to receive advance approval for such changes may be considered a material breach of the Contract. With regard to the agreed-upon Milestones attached hereto as **Exhibit D**, the parties agree that the dates set forth may be modified by 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 to their performance under this Contract, except for any performance which may be directly affected by such dispute.

- i. **Informal negotiation.** If both parties agree to dispute resolution, authorized representatives of the Institute and the School will meet to discuss a possible resolution to the dispute.
- ii. **Formal notification of dispute.** If the dispute is not resolved through informal negotiation, either party may submit to the other a written notice identifying the specific action with which it disagrees, any Contract provision which it alleges has been breached, and the specific corrective action it wishes

the other party to take. Such notice must be given within twenty (20) days of the time the party knew or should have known of the action at issue and that informal resolution under **Section 3.4(i)** was unsuccessful.

- iii. **Mediation.** If the parties are unable to negotiate a resolution to the dispute within ten (10) business days of receipt of such formal notice, either party may request mediation. The party making the request will notify the other party of the request in writing. Within one calendar week of receipt of notice by the other party, the authorized representatives of the parties will attempt to agree on a mediator. If the parties through their representatives fail to reach an agreement within one calendar week after the first attempt to agree, they will request appointment of a mediator by the American Arbitration Association or such other organization as may be mutually agreed upon.
- iv. **Procedure.** Within thirty (30) days of appointment, the mediator will conduct a hearing limited to the issues raised in the notice required by **Sections 3.4(ii)**. The mediator will have authority to make procedural rules and will issue a report to the parties within thirty (30) days after the close of the hearing. Such report will contain findings and a recommendation regarding the issue(s) in dispute. The mediator's recommendation will be forwarded to the Institute and to the School. This shall not be deemed the "release" of the mediator's recommendation.
- v. **Institute Board action.** If the parties are unable to negotiate a resolution, the Institute Board will make a decision on the matter and release the mediator's recommendation. The Institute Board's action on the recommendation will be final and binding, subject only to such appeal as may be authorized by law.
- vi. **Institute's authority.** The dispute resolution process set forth in this Contract will not be required prior to the exercise of any contractual right or statutory authority by the Institute Board, including remedial authority for any material breach of this Contract, such as proceedings to revoke or not renew the Contract.
- vii. **Failure to Advance the Process.** Failure to advance the process within the time specified in **Section 3.4** will be deemed a waiver of any right to contest an action covered by this procedure with respect to the specific action at issue and will forever bar any claim or proceeding related to such action. In other words, if a party fails to advance the process within the time specified, that party has no right to complain that the process has not moved ahead. However, notwithstanding this provision, the parties may agree in writing to extend any of the time limits for a specified period.
- viii. **Costs shared.** The parties will share equally the costs of mediation, including any per diem expenses, plus any actual and necessary travel and subsistence expenses. A party who unilaterally cancels or withdraws from a scheduled mediation will pay the full cost of any fees assessed by the mediator.

3.5 Other Remedial Courses of Action. The Institute may revoke or deny renewal of the Contract for any of the grounds set forth in **C.R.S.22-30.5-511** and **1 C.C.R. 302-1, Rule 10.00**. In accordance with Institute policy, the Institute may, at its sole discretion, take other remedial actions prior to initiating revocation procedures in accordance with **Section 11**.

Remedies include, but are not limited to, those listed below. These remedies may be applied individually, in succession, or simultaneously.

- i. **Withholding of some or all of the funds due to the School.** This action may be taken in situations as allowed by **C.R.S. 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) or as otherwise required by law, regulation, or Institute policy by the established deadlines.
- ii. **Seeking or requiring technical assistance** from the Colorado Department of Education or another organization if the School is required to prepare and implement a priority improvement plan or turnaround plan.
- iii. **Requesting that the Commissioner** issue a temporary or preliminary order in accordance with **C.R.S. 22-30.5-701 et seq.**,
- iv. **Taking immediate control of the School or some portion thereof.** Notwithstanding any other provision of this Contract, in the case of any breach which the Institute determines in good faith poses a serious threat to the School or Institute students, the community, or the property rights of the Institute or School, the Institute may, but is not required to, take immediate control of the School pursuant to **C.R.S. 22-30.5-703**, and may exercise any portion or all power and authority over the School for such period of time as may be necessary to deal with such threat. These additional rights of the Institute will continue during the pendency of any dispute resolution process with respect to any alleged breach.
- v. **Notice of breach.** This action will be initiated as deemed necessary by the Institute and in accordance with the procedures described in the Institute's school compliance policy and CSI rules. A Notice of Breach shall state the deficiency and the basis for it and provide an opportunity for the School to contest the deficiency, may place the School on Intensive Monitoring, and/or may provide the School with an opportunity to cure the deficiency within a reasonable timeframe prescribed by the Institute. The Institute reserves the right to require the submission of a plan to remedy the deficiency. Upon the written request of the Institute, the School shall develop a plan to remedy the failure or deficiency and submit it to the Institute for review and comment. The plan may be revised at the discretion of the School, with the agreement of the Institute. If the Institute reasonably determines that the plan is not effective in remedying the deficiency, the Institute may require the School to review and revise the plan or may proceed with revocation or any other remedial action the Institute deems necessary.

3.6 Institute Violations of State Charter Law or Breaches of This Contract. If the School believes that the Institute has violated any provision of this Contract or charter school law, the School shall send the Institute notice of the violation and provide an opportunity to cure. The notice will state the deficiency and the basis for the notice, shall provide an opportunity for the Institute to contest the deficiency, shall set forth a reasonable timeframe for remedying the deficiency, and shall set forth the expected results. If the Institute does not remedy the violation

or breach, the School may initiate the dispute resolution procedures outlined in **Section 3.4** or seek other remedies provided by law.

SECTION 4: SCHOOL GOVERNANCE

4.1 Governance. The School shall be governed by a Board of Directors of the School (“School Board”), which shall remain incorporated as a Colorado Nonprofit Corporation. The School Board members are fiduciaries of the School and shall operate in accordance with the School Corporation’s Articles of Incorporation and Bylaws, which articles and bylaws shall not conflict with the School’s obligation to operate in a manner consistent with this Contract and applicable state and federal laws. The School’s Articles of Incorporation and Bylaws are attached to this contract as **Exhibit B**. The Articles of Incorporation and Bylaws or the corporation will provide for governance of the operation of the School in a manner consistent with this Contract and state and federal law. The School Board shall follow the requirements of the Colorado Revised Nonprofit Corporations Act in amending its articles of incorporation and bylaws and shall provide the Institute with notice of any such changes within 10 days of any such ratification or adoption by the School Board.

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

4.3 Transparency. The School Board and the School acknowledge and agree that the School is subject to the Colorado Sunshine Act (**C.R.S. 24-6-401 et seq.**) and the Colorado Open Records Act (**C.R.S. 24-72-100.1 et seq.**) and any subsequent amendments thereto. The School shall 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. Public notice of all regular and special meetings shall be given and posted in accordance with law. The Institute reserves the right to require submission or perform an audit of Board materials, including but not limited to, notices, agendas, and meeting minutes.

Additionally, to promote transparency, the School shall ensure that the following information, at a minimum, is easily accessible on the School’s website:

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

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

4.5 Grievance Policy. The School shall adopt a grievance policy for resolution of public complaints consistent with Institute policy. The policy must provide an opportunity for comment by the grievant in public hearing on the matter and an appeal process. The final administrative appeal will be heard by the School Board, not the Institute Board, subject to review by the Institute Executive Director in appropriate circumstances and in line with the Institute's 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 in accordance with **Section 3.3** and the School Board.

SECTION 5: OPERATION OF SCHOOL AND WAIVERS

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

5.2 Performance Evaluations. The School Board shall conduct a performance evaluation of the lead administrator ("School Leader") at least annually in accordance with **C.R.S. 22-9-106**, unless waived, in which case a replacement plan and rationale shall be submitted and approved in accordance with **Section 5.10** and the School Board shall operate in compliance with such replacement plan. The School Leader or his/her designee shall conduct performance evaluations of the School's employees at least annually in accordance with **C.R.S. 22-9-106**, unless waived, in which case a replacement plan and rationale shall be submitted and approved in accordance with **Section 5.10** and the School shall operate in accordance with that plan.

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

5.4 Food Services.

The Institute and the School acknowledge and agree that food services will not be provided to students attending the School. The School is prohibited from offering a food program without prior written authorization from the Institute.

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

The School shall implement the plan to meet applicable insurance coverage requirements set forth in the 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 or lender
- 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)

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 or as otherwise required by the Institute. 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.

5.6 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.

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

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

5.9 Waivers

A. **Automatic Waivers.** Pursuant to **C.R.S. 22-30.5-103** and **1 CCR 301-35**, automatic waivers are those automatically granted upon the establishment of a charter contract. Pursuant to **C.R.S. 22-30.5-104(6)**, the State Board will adopt, by rule, a list of automatic waivers to which the School shall be subject. The School shall submit a request for automatic waivers in accordance with Institute Policies and Procedures and state laws and regulations.

B. **Non-Automatic Waivers.** In addition to waivers automatically granted, the Institute agrees to jointly request waivers of additional state laws or regulations to the extent permitted by state laws, rules and 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**. The School shall submit a request for non-automatic waivers in accordance with Institute Policies and Procedures and state laws and regulations. Institute approval of requests to waive either Institute policies or State laws 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.

C. **Subsequent or Additional Waiver Requests.** The School may request subsequent or additional waivers after the original request in accordance with Institute Policies and Procedures and state laws and regulations.

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

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 shall provide instruction to students in grades 9 through 12 in accordance with the following Enrollment Schedule and as further described in the Application:

Grade	9	10	11	12
Average Enrollment	50	50	50	50

Material increases or decreases to total enrollment, including the addition or subtraction of a grade level served, require advance Institute approval in accordance with Institute policies and procedures. The School agrees that, under no circumstance, shall its student enrollment exceed the capacity of the facility or site as set forth in the Certificate of Occupancy. The School acknowledges that if actual enrollment declines below the minimum enrollment required for financial viability, the School's charter may be revoked.

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

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

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

6.5 Denial of Admission. The School shall only deny admission to a student to the extent permitted by law.

SECTION 7: EDUCATIONAL PROGRAM

7.1 Vision and mission.

Mission: Launch High School empowers graduates with academic and entrepreneurial knowledge, skills and resources to create and capitalize on opportunities in pursuit of their passions towards social and economic 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 Contracting for Core Educational Services. The School and the Institute agree that the School is not contracting 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 as a portion of the School's educational program or operations.

Any changes to the contract for educational services shall be subject to advance approval of the Institute.

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

- i.* the Educational Accountability Act of 2009, C.R.S. 22-11-101 *et seq.*;
- ii.* the Preschool to Postsecondary Education Alignment Act, C.R.S. 22-7-1001 *et seq.*; and
- iii.* the Accreditation Rules of the State Board, including, but not limited to, tailoring educational programming to meet the individual needs of "exceptional children" as defined in such rules, unless waived.

As required by the Colorado Department of Education, to receive a school code, the School shall meet the definition of a Colorado public school, shall submit all required staff and student data to the Institute, and shall be accountable for all state- and federally-mandated accountability requirements as appropriate for the approved grade configuration of the school

identified in **Section 6.1**. School codes will be requested in accordance with state laws and regulations, CDE policies, and Institute policy.

7.4 Performance Frameworks and CSI Annual Review of Schools. The School shall be subject to the Performance Frameworks developed by the Institute and as may be amended from time to time. Based on the Performance Frameworks, the Institute will annually issue for each school the CSI Annual Review of Schools (or its replacement). 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.

7.5 Student Performance Goals. The School agrees to make reasonable progress towards meeting academic standards as defined by the Colorado School Performance Framework and the CSI Annual Review of Schools (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 pursuant to these definitions.

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

7.7 Renewal. The School's performance in relation to the indicators, measures, metrics and targets set forth in the Performance Frameworks and the CSI Annual Review of Schools (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.

7.8 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).

7.9 Student Attendance. The School agrees that it shall comply with all state and federal laws and regulations and Institute policy concerning student attendance. 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.

7.10 Conduct and Discipline. The School shall implement student disciplinary policies and procedures, including policies and procedures for the suspension and expulsion of students and the discipline and placement of students with disabilities, in accordance with state and federal laws and regulations, Institute policies, and the School's Student Discipline Policy. The Institute reserves the right to audit and/or request submission of the School's discipline policies and procedures at any time, with or without cause. The authority to hold expulsion hearings, wherein a student may be expelled from the School, shall remain with the School Board or a designee of the School Board.

7.11 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. The School is solely responsible for developing and implementing an emergency response plan and other safety protocols consistent with state and federal law, including but not limited to the Colorado Safe Schools Act, **C.R.S. 22-32-109.1** as it now exists or may be amended.

7.12 School Calendar; Hours of Operation. The days and hours of operation of the School shall not be materially less than those set forth in the 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 or transition to or from a 4-day school week.

7.13 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.

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

7.15 Curriculum, instructional program, and pupil performance standards. The School will have the authority and responsibility for designing and implementing its educational program, subject to the conditions of this Contract and in alignment with the 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 **C.R.S. 22-7-1013** and referenced in **C.R.S. 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, **C.R.S. § 22-1-104**; honor and use of the United States Flag, **C.R.S. § 22-1-106**; the federal constitution, **C.R.S. §§ 22-1-108 & -109**; and the effect of use of alcohol and controlled substances, **C.R.S. 22-1-110**.

7.16 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.

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

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

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

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

Admission of Students with Disabilities

- i.* Admission of applicants with an Individualized Education Plan (IEP) or Section 504 Plan shall be in compliance with federal and state laws and Institute policies, procedures, and requirements, including the CSI Enrollment Procedures for Students with Disabilities, as may be amended from time to time. Every student who is admitted with an IEP or Section 504 Plan from his or her previous school shall be placed directly in a program that meets the requirements of such IEP or Section 504 Plan, unless and until an IEP or Plan review meeting is held and the IEP or Section 504 Plan is revised.
- ii.* Admission decisions shall be made without regard to special education status or need for accommodations. In the unusual event that, after a student is enrolled in the School, the School’s IEP Team determines that the School cannot provide a Free Appropriate Public Education (FAPE) in the School as the Least Restrictive Environment, the School shall contact the Institute Director of Special Education to discuss placement and service alternatives.
- iii.* The IEP Team convened at the School shall have the authority to make offers of a FAPE and decisions regarding the staffing and methodology used to provide special education and related services at the School.

Education of students with disabilities.

- i.* The School shall implement a plan for meeting the needs of students with disabilities in accordance with state and federal laws and regulations, Institute policy and procedures, and as approved by the Institute. Any material changes to the plan for serving students with disabilities may be made only with the approval of the Institute and the School Board.
- ii.* The school is solely responsible for implementing, providing, and subsidizing those specialized instructional and related services required pursuant to student IEPs, as well as the services, modifications, or accommodations required by a student’s Section 504 Plan. The School shall provide all special education support services to students at the School in accordance with state and federal laws and regulations and Institute policy, and in accordance with the plan for meeting the needs of students with disabilities as approved by the Institute. Any material changes to the plan for serving students with disabilities may be made only with the advance approval of the Institute and the School Board.

- iii.* The Institute contracts with a suite of Special Education Coordinators. The School shall utilize one of the Institute Special Education Coordinators and assign special education support staff as necessary to meet student needs, which staff shall be licensed in accordance with federal requirements and Colorado law.
- iv.* The School shall be responsible for providing and paying the cost of defense of any and all charges, complaints or investigations concerning special education 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 School agrees to indemnify and hold harmless the Institute from any and all liability, claims, and demands arising from or relating to the education of students with disabilities, except where such obligation results directly from the Institute failed to fulfill its own, independent and non-derivative duties under state and federal special education laws and regulations.
- v.* Pursuant to **C.R.S. 22-30.5-503(3) and 22-20-106**, the Institute serves as the Local Educational Agency ("LEA") with oversight authority for delivering special education services to the School. The School will take direction from and work collaboratively with the Institute with regard to the provision of special education services, evaluations and concerns, and shall provide for the attendance of any School employees who should be present at any meetings at which IEPs are developed or modified. If the School and the Institute disagree as to the correct interpretation or application of a statute or regulation concerning the education of students with disabilities, the Institute's position shall control.
- vi.* The Institute reserves the right to jointly direct with the School the development and/or modification of any IEP for special education students of the School. The Institute's Director of Exceptional Student Services, or designee, shall maintain the same oversight responsibilities and authority as in all other Institute Schools. The School shall use Institute-approved special education forms and procedures and shall document compliance with the requirements of federal and state laws and regulations, including procedural due process. The Institute or the School may identify from time to time changes to the educational program of the School that (a) are reasonably necessary to comply with applicable law for educating students with disabilities, or (b) provide cost savings or other benefits in connection with educating students with disabilities. After good faith discussion of these changes with the School, the Institute shall have the right to require such changes necessary to comply with law, and shall have the right to request other changes on behalf of students with disabilities.
- vii.* The School's special education teachers and all related service providers are required to participate in compliance-oriented training and meetings sponsored by the Institute, and newly hired special education teachers shall participate in a state-approved induction program.

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

7.17 Assessment of Pupil Performance and Procedures for Corrective Action. The School agrees to implement any requirements necessary to meet the School’s and the Institute’s respective obligations under applicable provisions of federal and state law, including, but not limited to, those of the state Education Accountability Act of 2009 and the Every Student Succeeds Act or their 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 for the School shall be provided in accordance with the provisions of **C.R.S. 22-30.5-513**. The Institute will disburse funding to the School as soon as reasonably possible after those funds are allocated from the State to the Institute, subject to the adjustments set forth below.

A. The School is geographically located in Colorado Springs School District 11 which is the “Accounting District” for purposes of funding.

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

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

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

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

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

G. The parties shall cooperate in pursuing, appropriately disbursing, and properly accounting for funding provided by the federal and state governments for categorical programs such as Gifted and Talented, English as a Second Language, Medicaid Reimbursements, Title programs, and other federal and state grant sources and categorical aid programs for each eligible School student.

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

8.2 Disbursement of PPR funding. Funding under **Section 8.1 (above)** will be made to the School in monthly installments, in accordance with **C.R.S. 22-54-115**, subject, however, to annual appropriation and the Institute's receipt of the funding. Initial monthly payments shall be based upon enrollment projections in accordance with **Section 8.5 (below)**. However, the actual funding for each fiscal year shall be based upon the actual pupil enrollment for such fiscal year,

as defined in **C.R.S. 22-54-103(10)**; the Institute will adjust payments for such fiscal year, by credit or debit as applicable, as set forth in **Section 8.3 (below)**. Any adjustment resulting in a reduction of funding shall require reimbursement to the Institute by the School.

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

8.4 Budget. The School shall be responsible for the preparation of its budget and shall implement the School Board-approved operating budget. In accordance with the timelines provided in the Institute's online compliance calendar (or its replacement or as otherwise requested by the Institute), the School shall submit to the Institute the School Board's adopted balanced budget for the upcoming school year, for Institute review for statutory compliance and compliance with the terms and conditions of the Contract. Any subsequently approved revisions to the budget shall be provided to the Institute within fifteen (15) days following School Board approval. Budgets must be developed and adopted in accordance with the state-mandated chart of accounts and **C.R.S. 22-44-102 et seq.** A material violation of this Section shall constitute a material breach and may result in the Institute initiating remedies described in **Sections 3.5 and 12** of the Contract.

8.5 Enrollment projections. Each year of operation, in accordance with pupil enrollment projections deadlines set by CSI in accordance with CDE timelines, the School will provide the Institute with its best initial estimates of its anticipated enrollment for the next school year. In the event that the projected enrollment materially differs from the Institute's estimate of anticipated enrollment, the Institute reserves the right to report to CDE initial funding estimates based on the more conservative figure. A material difference in enrollment shall mean at least 10% greater or lesser than the School's own estimate. Both the School's and the Institute's estimates of anticipated enrollment shall be formulated reasonably, and shall be based upon the current enrollment, documented intents to enroll (new and current), average annual rates of

attrition, and any other identified factors deemed relevant by the party making the estimate. It is agreed by the parties that the purpose of this **Section 8.5** is to provide information to allow the Institute to prepare its future budgets, and that any information provided under this Section will not be used by the Institute for the purpose of restricting the School's enrollment or otherwise inhibiting the growth of the School.

8.6 TABOR reserve. The School's ending fund balance will comply with the emergency reserve requirements of **Article X, Section 20 of the Colorado Constitution** ('TABOR Reserve'). The School will maintain its TABOR reserve in a revenue bearing account. In addition, the School will maintain a positive fund balance at year end. A material violation of this Section 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 shall adhere to all applicable laws and regulations and Institute policies related to procuring and contracting for goods and services, including but not limited to student data privacy laws. The School further agrees to adhere to best practices relating to procuring and contracting for goods and services, including standards related to arms-length transactions and other conflicts of interest. The School will not extend the faith and credit of the Institute to any third person or entity. The School acknowledges and agrees that it has no authority to enter into a Contract that would bind the Institute, and the School's authority to Contract is limited by the same provisions of law that apply to the Institute, including restrictions on multi-year obligations under TABOR.

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

- i.* The contractor acknowledges that the School is not an agent of the Institute, and accordingly the contractor expressly releases the Institute from any and all liability under this agreement; and
- ii.* Any financial obligations of the School arising out of the agreement are subject to annual appropriation by the School Board and the Institute.

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

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

A. **Annual Audit and Financial Data Pipeline File.** The School shall undergo an independent financial audit conducted in accordance with all applicable governmental accounting standards and performed by an independent certified public accountant each fiscal year. The audit shall include a balance sheet and statement of revenues, expenditures, and changes in fund balances which shall use the modified accrual basis of accounting. As supplementary information, the audit shall include a budgetary comparison schedule for the General Fund. The audit shall also include any such additional schedules as are necessary, in the Institute's sole discretion, to allow the Institute to accredit each school authorized by the Institute. 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 Financial Data Pipeline File, in a format provided by the Institute, to the Institute using the CDE chart of accounts in accordance with the CSI online compliance calendar (or its replacement). If such audit and Financial Data Pipeline file 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. **Public School Finance Audits.** Pursuant to **1 CCR 301-39, Rule 8.00 *et seq.***, the School shall be subject to audit by the CDE for any monies received by the School pursuant to the Public School Finance Act of 1994. Consequently, the School agrees to retain complete documentation supporting any certification made to CDE or any other data given to the CDE pursuant to the Public School Finance Act of 1994 until audited by CDE or until five years from the certification due date, whichever comes first.

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

reimbursements withheld until the full amount of the repayment, plus applicable interest, is recovered.

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

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

D. **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.

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

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

SECTION 9: PERSONNEL

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

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

9.3 Employee Qualifications. The School shall employ or otherwise utilize in instructional positions only those individuals who are qualified in accordance with applicable federal and state law, rules and regulations (unless waived), including the federal Every Student

Succeeds Act or its equivalent. Paraprofessionals employed by the School shall meet all credentialing requirements imposed by applicable federal and state law, rules and regulations (unless waived).

9.4. Background Checks; Fingerprinting. The School shall establish and implement procedures for conducting background checks (including a check for a criminal record) of all employees to the extent required by applicable law, rules and regulations, including but not limited to **C.R.S. 22-30.5-110.5** and **C.R.S. 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 **C.R.S. 22-32-109.8(6.5)** will be employed at the School, regardless of waivers that may have been granted to the School. Independent contractors and outside companies that place employees in the school shall also complete the required background checks and provide evidence of such checks to the School.

SECTION 10: FACILITIES

10.1 Facility. The School facility shall be located at 3115 Larkspur Dr, Colorado Springs, CO 80907.

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

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

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

A. **Timeline and Process.** The School will submit its Renewal Application in accordance with renewal timelines promulgated by the Institute in the year before the School's Contract expires. The Institute Board will act on the Renewal Application (in

accordance with renewal timelines promulgated by the Institute in the year before the School's Contract expires) following a public hearing where the School will have the opportunity to address the Institute Board. If the Institute Board decides not to renew the Contract, it will detail the reasons in its resolution.

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

11.2 Criteria for Non-Renewal or Revocation. The Institute may terminate, revoke, or deny renewal of the Contract for any of the grounds listed in **C.R.S. 22-30.5-511(3), (4) and (4.5)** and **1 CCR 302-1** 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 the 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:

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

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

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

11.4 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 down of the business and affairs for the School; provided, however, that in doing so, the Institute does not assume any liability incurred by the School beyond the funds allocated to it by the Institute under this Contract. School personnel and the School Board shall cooperate fully with the winding down of the affairs of the School, including convening meetings with parents at the Institute's request and counseling with students to facilitate appropriate reassignment.

As required by **C.R.S. 22-30.5-513(6)(b)**, upon dissolution of the School, any moneys remaining after paying the School's debts and obligations incurred in connection with activities

authorized by this Contract, and not requiring return or transfer to donors or grantors, will become the property of the Institute (or another charter school within the Institute, as determined by the Institute and the School in advance of dissolution). The School will execute all necessary documents required to convey such items. At the time of donation, any moneys requiring return or transfer to the donor or grantor shall be clearly documented. The School shall not commingle such funds with public moneys during the School's operations or wind down. Upon dissolution, all such documentation shall be provided to the Institute. In the event of a conflict between the dissolution provisions set forth in this Contract and those in the School's bylaws or articles of incorporation, this Contract provision shall control.

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

11.6 Termination and Appeal Procedures. In accordance with **1 CCR 302-1**, the Institute shall provide the School written notice of the grounds for termination and the date of the termination hearing before the Institute Board. Prior to providing this notice, or in connection therewith, the Institute shall, in accordance with Institute rules, send the School a Notice of Breach. Termination shall not take effect until the School has exhausted or waived its opportunity to appeal such decision to the State Board.

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

SECTION 12: GENERAL PROVISIONS

12.1 Order of Precedence. In the event of any disagreement or conflict concerning the interpretation of state or federal laws, regulations, or requirements; this Contract; the

Application; or Institute policies, it is agreed that the order of precedence is as follows: state and federal laws, regulations, and requirements; the Contract and Institute policies; followed by the 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. 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 third party receiving services or benefits hereunder will be deemed an incidental beneficiary only.

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

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

If to Institute:

Colorado Charter School Institute
1580 Logan St., Ste. 210
Denver, CO 80203

If to School:

Launch High School
3115 Larkspur Drive
Colorado Springs, CO 80907

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.

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

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

<p style="text-align: center;"><u>SCHOOL</u> LAUNCH HIGH SCHOOL</p> <p>By: _____ Board Chair, Launch High School Board of Directors</p> <p>Date: _____</p> <p>Attest: _____ Secretary, Launch High School Board of Directors</p> <p>Date: _____</p>	<p style="text-align: center;"><u>INSTITUTE</u> STATE CHARTER SCHOOL INSTITUTE</p> <p>By: _____ Board Chair, Colorado Charter School Institute Board of Directors</p> <p>Date: _____</p> <p style="text-align: center;"><u>LEGAL REVIEW</u> Philip J. Weiser, Attorney General</p> <p>By: _____ Assistant Attorney General</p> <p>Date: _____</p>
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IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

<p><u>SCHOOL</u> LAUNCH HIGH SCHOOL</p> <p>By: <u>Jonathan Bell</u> Board Chair, Launch High School Board of Directors</p> <p>Date: <u>03/05/2019</u></p> <p>Attest: <u>[Signature]</u> Secretary, Launch High School Board of Directors</p> <p>Date: <u>03/21/2019</u></p>	<p><u>INSTITUTE</u> STATE CHARTER SCHOOL INSTITUTE</p> <p>By: <u>[Signature]</u> Board Chair, Colorado Charter School Institute Board of Directors</p> <p>Date: _____</p> <p><u>LEGAL REVIEW</u> Philip J. Weiser, Attorney General</p> <p>By: <u>[Signature]</u> Assistant Attorney General</p> <p>Date: _____</p>
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EXHIBIT A: RESOLUTION TO APPROVE THE CHARTER RENEWAL APPLICATION

Agenda Item VIII.a.vi. Launch High School Renewal Application RESOLUTION 1836

RESOLUTION 1836

CONCERNING THE RENEWAL APPLICATION TO THE COLORADO CHARTER SCHOOL INSTITUTE FROM LAUNCH HIGH SCHOOL

WHEREAS, on October 19, 2018, CSI received a charter renewal application from LAUNCH HIGH SCHOOL (“LHS”);

WHEREAS, the renewal application was examined in accordance with national best practices for charter school application review;

WHEREAS, CSI staff analyzed all available cumulative annual and interim student performance data, school financial performance data, governance/operations data, and other outcomes data covering the full term of LHS’s contract;

WHEREAS, during the Spring of 2018, the school was notified along with all renewal schools that the foundation for the renewal analysis and decision-making would be the CSI Annual Review of Schools (CARS);

WHEREAS, on September 25, 2018, the school received its preliminary CARS Report summarizing cumulative academic information and on November 27, 2018 received its full draft CARS report with financial and operations information and its CSI Accreditation Rating;

WHEREAS, during the Fall of 2018 the school had the opportunity to provide additional information related to the CARS Report and the annual review documentation;

WHEREAS, on November 30, 2018, CSI staff provided a copy of the attached staff recommendation, recommending renewal, to LHS;

WHEREAS, on December 3, 2018, the CSI Board Performance Management Committee convened to discuss the application and the staff recommendation, and the recommendation was forwarded to the full Board for consideration at the December 11, 2018 CSI Board Meeting; and

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

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

BE IT FURTHER RESOLVED, that the following provision be incorporated into the charter contract to determine a possible TWO-YEAR contract extension:

Contract Provision: If the School maintains at least a schoolwide Performance rating on the 2019, 2020, and 2021 CDE and CSI Performance Frameworks, the contract will be extended by two additional years, through June 30, 2024. If the school fails to meet the performance metric, the

Agenda Item VIII.a.vi. Launch High School Renewal Application RESOLUTION 1836

School will not be eligible for the automatic extension and the initial contract will end June 30, 2022.

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

Condition #1: Submit confirmation of waivers for inclusion in contract exhibits. Note: Please review the current list of automatic waivers as they have likely changed since the time of the current contract (<https://www.cde.state.co.us/cdechart/waivers>). Due January 18, 2019.

Milestone #1: Remediate the deficiencies in the Financial Policies and Procedures identified in the renewal report and resubmit. Due March 1, 2019.

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

Adopted this 11th day of December, 2018.

COLORADO CHARTER SCHOOL INSTITUTE

By: _____

Chair, Board of Directors

I certify that the foregoing Resolution No. 1836 was adopted by the CSI Board of Directors at a regular Board meeting upon notice as required by law on December 11, 2018, by a roll-call vote of Aye _____, Nay _____, and Abstention _____.

By: _____

Secretary, Board of Directors

Filed

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

• 2019 年 12 月 31 日 止

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

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)			

Centennial	CO	80161
(City)	(State)	(Postal/Zip Code)
	United States	
(Province – if applicable)	(Country – if not US)	

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

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

BYLAWS OF LAUNCH HIGH SCHOOL

Amended and Restated Effective June 21, 2018

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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 The Colorado Charter School Institute 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.

The minimum number of Trustees is set at five (5). *[Amendment passed unanimously on 8.13.15]*

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.

Regular terms of Trustees thereafter shall be set at three (3) years.
[Amendment passed unanimously on 8.13.15]

- (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 and the Principal 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.* *Ex officio* Trustees shall have identical obligations as Trustees appointed under Section 3 of this Article, subject to the limitations herein. The exception is that *ex officio* Trustees do not retain voting rights. The Principal and the Executive Director, though *ex officio* Trustees, shall not have voting rights. 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. [Changes to Article III, Section 4(b) passed unanimously on 6.21.18]

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.

[End of Document]

EXHIBIT C: REQUESTED WAIVERS

Launch High School

REQUESTED WAIVERS

School Name: Launch High School

School Address (mailing): 3115 Larkspur Dr., Colorado Springs, CO 80907

Charter School Waiver Contact Name: Patrick Cush

Charter School Waiver Contact Phone Number: 719-203-6128 X1107

Charter School Waiver Contact Email: cushpatrick@launchhigh.org

Charter School Institute Waiver Contact Name: Trish Krajniak

Charter School Institute Waiver Contact Phone Number: 303-866-6960

Charter School Institute Waiver Contact Email: trishkrajniak@csi.state.co.us

Automatic Waivers

C.R.S. § 22-32-109(1)(f) Local board duties concerning selection of staff and pay

C.R.S. § 22-32-109(1)(t) Determine educational program and prescribe textbooks

C.R.S. § 22-32-110(1)(h) Local board powers-Terminate employment of personnel

C.R.S. § 22-32-110(1)(i) Local board duties-Reimburse employees for expenses

C.R.S. § 22-32-110(1)(j) Local board powers-Procure life, health, or accident insurance

C.R.S. § 22-32-110(1)(k) Local board powers-Policies relating the in-service training and official conduct

C.R.S. § 22-32-110(1)(ee) Local board powers-Employ teachers' aides and other non-certificated personnel

C.R.S. § 22-32-126 Employment and authority of principals

C.R.S. § 22-33-104(4) Compulsory school attendance-Attendance policies and excused absences

C.R.S. § 22-63-301 Teacher Employment Act- Grounds for dismissal

C.R.S. § 22-63-302 Teacher Employment Act-Procedures for dismissal of teachers

C.R.S. § 22-63-401 Teacher Employment Act-Teachers subject to adopted salary schedule

C.R.S. § 22-63-402 Teacher Employment Act-Certificate required to pay teachers

C.R.S. § 22-63-403 Teacher Employment Act-Describes payment of salaries

C.R.S. § 22-1-112 School Year-National Holidays

Non-automatic State Waivers – Rationale and Replacement Plan

C.R.S. § 22-32-109(I)(n)(I) & (II)(A)&(B) Local Board Duties concerning the school calendar, teacher-pupil contact hours, and adopting a district calendar.

Rationale: The school year at Launch High School will total approximately 175 days per year, which exceeds the current contact hour requirement in state statute. The school will always meet at least the minimum required time as directed by CDE for corresponding grade levels.

Replacement Plan: The school will prescribe the actual details of its own school calendar to best meet the needs of its students. As such, the school will have a calendar that may differ from the rest of the schools within the District. The final calendar and the school's daily schedule will be designed by the School's Board of Directors and will meet or exceed the requirements in state statute. To the extent possible, the school will endeavor to develop a calendar that aligns with the District calendar. In accordance with Charter School Institute policy, the school will submit its calendar annually to the Institute for review and will not make any material modifications to the calendar without prior approval by the Institute. To the extent practicable, modifications will be requested at least 60 days prior to the proposed date of change.

Duration of the Waiver: The School requests that the waiver be for the duration of its contract with the District.

Financial Impact: The School anticipates that the requested waivers will have no additional financial impact upon the district.

How the Impact of the Waiver Will be Evaluated: The impact of the waivers will be measured by performance criteria and assessments as set forth in the Charter Contract.

Expected Outcome: The School expects that as a result of this waiver it will be able to meet the needs of its community, implement its curriculum appropriately, and ensure that students meet the educational and performance standards of the School.

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

Rationale: In accordance with state law, the School will be responsible for determining its own budget and making decisions associated with its own finances.

Replacement Plan: The School will not accept any gift or donation if the acceptance of said gift or donation is in violation of law, its Charter Contract, any ethical or conflict of interest policies of School, or is otherwise not in furtherance of the mission and best interests of the School.

Duration of the Waivers: The waivers will be for the duration of the Charter Contract with the District.

Financial Impact: The School anticipates the requested waiver will have no financial impact on the District or the State.

How the Impact of the Waivers will be Evaluated: The impact of the waivers will be measured by performance criteria and assessments as set forth in the Charter Contract.

Expected Outcome: As a result of this waiver, the School will be able to carry out its educational program, administer its affairs in an efficient manner, and accomplish its mission as set forth in the Charter Contract.

C.R.S. § 22-32-109(1)(b) Local Board Duties concerning competitive bidding

Rationale: In accordance with state law, the School will be responsible for its own contracting for goods and services.

Replacement Plan: The School will follow accounting policies and procedures that comply with generally accepted accounting principles (GAAP). Procurement of goods and services shall be made by the School's representatives in a manner consistent with the School's policies. Decisions will be made in a manner that serves the best interests of the School, upon considering the totality of the circumstances surrounding the procurement, which may include price, quality, availability, timelines, reputation and prior dealings. The School will not purchase goods or services from any members of the governing board, an immediate family member or any member of the governing board nor from any entity in which any member of the governing board or an immediate family member of a governing board member may benefit from such a procurement, unless authorized by the governing board after a full disclosure of the potential benefits and after the consideration set forth in the paragraph above. The School reserves the right to reject any or all bids, to accept that bid which appears to be in the best interest of the School, or to not seek bids at all, in accordance with its own policies. The board reserves the right to waive any formality, or reject, any and all bids or any part of any bid.

Duration of the Waivers: The waivers will be for the duration of the contract with the District.

Financial Impact: The School anticipates the requested waiver will have no financial impact on the District or the State.

How the Impact of the Waivers will be Evaluated: The impact of the waivers will be measured by performance criteria and assessments as set forth in the Charter Contract.

Expected Outcome: As a result of this waiver, the School will be able to exercise its autonomy and decision-making authority to carry out its educational program, administer its affairs in an efficient manner, and accomplish its mission as set forth in the Charter Contract.

C.R.S. § 22-1-110 Education Regarding Alcohol and Controlled Substances

Rationale: In accordance with the tenets of charter school autonomy, Launch High School must be responsible for adopting its own curriculum, including its own age-appropriate education program regarding alcohol and controlled substances.

Replacement Plan: Launch High School will adopt its own curriculum regarding alcohol and controlled substances.

Duration of the Waivers: The waivers will be for the duration of the contract with the District.

Financial Impact: The School anticipates the requested waiver will have no financial impact on the District or the State.

How the impact of the Waiver will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments as set forth in the Contract.

Expected Outcome: As a result of this waiver, Launch High School will present an age- appropriate curriculum regarding alcohol and controlled substances in line with its curriculum and pedagogical methods and standards.

C.R.S. § 22-33-105(7)(b) Suspension, expulsion, and denial of admission

Rationale: As a CSI charter school, the School must have the ability to determine procedures for suspension, expulsion, and denial of admission in accordance with state law and to hear the appeal of any such decisions.

Replacement Plan: The charter contract delegates the authority to suspend, expel, and deny admission to students to the school administration, which is consistent with state law; however, as opposed to CSI carrying out the functions of a school district and its board, the governing board of the School will carry out those functions. To ensure that the School is meeting the intent of the law, the School will involve its legal counsel and CSI in any appeals to the governing board to ensure that students are being afforded appropriate due process. The School will develop a policy for carrying out the requirements of C.R.S. § 22-33-105 for review and approval by CSI. In addition, the School will report expulsion data pursuant to C.R.S. § 22-33-105(2.5).

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

Financial Impact: The School anticipates that the requested Waiver will have minimal financial impact on the School and no financial impact on CSI.

How the Impact of the Waivers Will be Evaluated: The School will be required to record all data involving suspensions and expulsions with access for review by both CSI and the School's governing board. In addition, the School's governing board will develop its policies and procedures for suspensions, expulsions, and denial of admission for review and approval by CSI.

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

C.R.S. § 22-63-202 Teacher employment, contracts in writing-duration-damage provision

C.R.S. § 22-63-203 Probationary Teachers-renewal and non-renewal of employment contract

C.R.S. § 22-63-203.5 Nonprobationary portability

C.R.S. § 22-63-205 Exchange of teachers - exchange educator interim authorization

C.R.S. § 22-63-206 Transfer of teachers

Rationale: In order to manage its own personnel, the school must be granted the authority to select its own teaching staff, develop its own employment agreements and terms and conditions of employment. The school will be operating differently from other schools with a unique curriculum for which having the proper teaching staff is essential. No other school nor the District should have the authority to transfer its teachers into the School or transfer teachers from the school to any other schools.

Replacement Plan: All employees of the School will be employed on an at-will basis. The School has teacher agreements with the terms of non-renewal and renewal of employment agreements, and payment of salaries upon termination of employment of a teacher. As a result of these waivers, the school will be able to employ professional staff possessing unique skills and/or background, filling all staff needs. The School will hire teachers on a best-qualified basis. There is no provision for transfers.

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

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

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

Expected Outcome: The school expects that, as a result of this waiver, it will be able to manage its own personnel affairs.

C.C.R. § 301-81 et seq. Rules Governing standards for Individual Career and Academic Plans

C.C.R. § 22-30.5-505(3)(f) State charter school institute - institute board - appointment - powers and duties - rules

C.C.R. § 22-30.5-525 Individual career and academic plans

Rationale: Launch High School must be responsible for the curriculum and course selection of its students in order to prepare its students for post-secondary education and careers that is aligned with its specific mission and unique vision.

Replacement Plan: Launch High School will develop individual student plans aligned with Launch's educational philosophy and program to prepare that student for college and/or career. The school will establish its own policies for the content and use of a student's ICAP including:

- Begin in the 9th grade and be reviewed with students annually
- Be captured in paper and electronic formats to be saved with the student's record
- Encompass entrepreneurship goals and experiences, college pathways and institutions of interest, and career goals

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

Financial Impact: Launch High School anticipates that the requested waivers will have no financial impact the District.

How the impact of the Waiver will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments as set forth in the Contract.

Expected Outcome: As a result of this waiver, Launch High School will maintain control of implementing curriculum and programs designed to best prepare students for postsecondary and workforce success while minimizing administrative burdens and overhead on the school.

C.R.S. § 22-9-106 Local Board of Education—Duties Certificated Personnel Evaluations.

C.R.S. § 22-2-112(1)(q)(I) Commissioner Duties (reporting performance evaluation ratings).

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

Replacement Plan: The methods used for the School's evaluation system includes quality standards that are clear and relevant to the administrators' and teachers' roles and responsibilities, and have the goal of improving student academic growth, and meet the intent of the quality standards established in state law. The School will evaluate its personnel pursuant to its adopted evaluation plan. The School's evaluation plan is available for review per request. The school's evaluation system will continue to meet the intent of the law as outlined in statute. Staff will be trained in this evaluation system and the methods used for the school's evaluation system. The school will not be required to report its teacher evaluation data through the TSDL collection; however, teacher performance data will be reviewed by the school and used to inform hiring practices and professional development. Core course level participation will continue to be reported pursuant to C.R.S. § 22-11-503.5, as this is a non-waivable statute.

Duration of Waivers: the School requests the waiver be for the duration of the Charter Contract.

Financial Impact: The School anticipates that the requested waiver will have no financial impact upon the District or the State.

How the Impact of the Waivers will be Evaluated: The impact of the waivers will be measured by performance criteria and assessments as set forth in the Charter Contract.

Expected Outcome: With this waiver, the school will be able to implement its educational program and evaluate its teachers in accordance with its evaluation system, which is designed to produce greater accountability and be consistent with the school's goals and objectives. This will benefit staff members, students, and the community.

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

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

Replacement Plan: The school will seek to attract principals and teachers from a wide variety of backgrounds, including, but not limited to teachers from out-of-state, teachers with a lapsed Colorado certificate, persons with several years of successful teaching experience in a setting not requiring a license, as well as persons with business or professional experience. All employees of the school will be employed on an at-will basis. All employees of the school will meet applicable fingerprinting and background check requirements.

Core teachers (Mathematics, Science, Social Studies, and English) will meet the guidelines set forth in the Colorado state ESSA plan, specifically (1) holding at least a BA or higher in the relevant subject area; (2) completing 36 semester credit hours in the subject matter in which s/he teaches; or (3) passing a State Board approved content exam in the relevant subject area. Special Education Teachers will hold the requisite state license and endorsement. All employees of the school will report the number of in-field/out-of-field teacher designations, years of experience of teachers, and effectiveness ratings (unless waived) or any other requirements promulgated by CDE.

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

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

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

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

EXHIBIT D: MILESTONES

Condition #1: Submit confirmation of waivers for inclusion in contract exhibits. Note: Please review the current list of automatic waivers as they have likely changed since the time of the current contract (<https://www.cde.state.co.us/cdechart/waivers>). Due January 18, 2019.

Milestone #1: Remediate the deficiencies in the Financial Policies and Procedures identified in the renewal report and resubmit. Due March 1, 2019.

Contract Provisions: If the School maintains at least a schoolwide Performance rating on the 2019, 2020, and 2021 CDE and CSI Performance Frameworks, the contract will be extended by two additional years, through June 30, 2024. If the school fails to meet the performance metric, the School will not be eligible for the automatic extension and the initial contract will end June 30, 2022.

EXHIBIT E: ENROLLMENT PROCEDURES



Launch High School

Enrollment Policies

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. Failure to comply with the provisions of C.R.S. 25-4-901 et seq. regarding immunization requirements.
3. Graduation from the twelfth grade of any school or receipt of any document evidencing completion of the equivalent of a secondary curriculum.
4. The student has been expelled from any school during the preceding 12 months or is in the process of being expelled.
5. During the preceding 12 months the student has engaged in behavior that is “detrimental to the welfare or safety of other pupils or of school personnel” at another school.
6. Falls under grounds for denial of admission according to C.R.S. 22-33-105 and / or C.R.S. 22-33-106

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 separate application must be completed and submitted for each child wishing to attend. Open enrollment is from January 1 to February 1 and 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 after the close of open enrollment.

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 (one per family) to be used in a lottery to take place February 10 or the first “school day” thereafter. 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.